

Receivership Management, Inc.

783 Old Hickory Blvd., Suite 255 Brentwood, TN 37027 (61

December 8, 2015

BY CERTIFIED RETURN RECEIPT U.S. MAIL

Cumberland County Clerk & Master Office  
60 Justice Center Drive, Ste. 226  
Crossville, TN 38555

RE: Tennessee Regulatory Authority vs. Laurel Hills Condominiums Property  
Owners Association, No. 2012-CH-560

Dear Clerk:

Enclosed for filing please find Receiver's First Report and Motion for Approval  
of Fees and Expenses and Interim Taxation of Costs. Please file the original and stamp  
file the extra copy which I have enclosed for my files. I have enclosed a self addressed  
stamped envelope.

If you have any questions, please feel free to contact my office.

Sincerely,

Robert E. Moore, Jr.

Chief Operations Officer

Receivership Management, Inc.

U.S. Postal Service™  
CERTIFIED MAIL™ RECEIPT  
(Domestic Mail Only; No Insurance Coverage Provided)  
For delivery information visit our website at [www.usps.com](http://www.usps.com)

OFFICIAL USE  
PS Form 3800, August 2006 See Reverse for Instructions

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Sent to: Cumberland County Clerk & Master  
60 Justice Center Drive  
Crossville, TN 38555  
City, State, ZIP+4

PS Form 3800, August 2006 See Reverse for Instructions

7009 3410 0002 0119 4762





7. Due to a lack of adequate funds and resources, the water system suffers from both age and delayed maintenance. First: The main supply pipe for the system sits on top of the

pressure and capacity for fire protection throughout the current development. was replaced by a 30 horsepower pump. Third, without the water tower, there is insufficient as opposed to the gravity created by the water tower. Second, one of the 75 horsepower pumps Environment and Conservation. As a result, water pumps run to keep the pressure in the system not in use due to necessary cleaning and maintenance required by the Tennessee Department of

6. The water system is not functioning as designed. First the water tower is currently former lodge and planned and plated development.

5. Based upon the above referenced meetings, the water system is not functioning as it was originally designed. As designed, the water system had two 75 horsepower pumps to the water system had the capacity to fulfill the needs of the planned development of Renegade Mountain Ski Resort and Golf Course and provide fire protection. This would have included the pump water to the 250,000 gallon water tank on Renegade Mountain. As originally designed, former lodge and planned and plated development.

**STATUS OF WATER SYSTEM OPERATIONS**

4. The Receiver has established a new bank account for Laurel Hills Water System and has sent a letter advising customers of the receivership. system and the water tower.

Laurel Hills Water System. Representatives of the Receiver have also visited parts of the water Terry Stephens, provider of business operations and accounting/bookkeeping functions for the Owners Association, Mr. Phillip Geitner, of the Laurel Hills Condominiums POA, and Mr. operations assistant, Mr. Mike McClung, President of the Laurel Hills Condominiums Property Gerald Williams, license water system operator, Mr. Darrell McQueen, local resident volunteer

8. The Receiver has initial concerns regarding the adequacy of the current rates involved and is performing additional study. At the current rate, as applied to 134 housing units, the Water System generates approximately \$4,500 per month. This is sufficient to pay the water supplier, the licensed water system operator, the bookkeeping expenses, water testing company,

LIMITED SOURCES OF REVENUE

\$180,000.

ground as it runs up Renegade Mountain. Because the supply pipeline is not buried and thus has no lateral support (except for a few wire cables strung to trees that have been added over the life of the system when failures have occurred), the weight of the individual supply line pipe sections over the years has weakened the connective junctions of the pipe sections. The system was originally designed for a resort/recreation community and not necessarily for year round activity; the system was acceptably designed for its time in 1972. After over 40 years of exposure, the supply pipes continue to supply water to the developments on Renegade Mountain, but a system of lateral support at a minimum should probably be put into place to ensure a steady supply of water and minimize supply pipe maintenance. Second: The backup pump is not working. Currently the Receiver has an estimate for its repair: \$3,403.00. Third: The piping distribution system is leaking 60% to 80% of the water in the system itself! Laurel Hills Water System has no equipment for leak detection. Mr. Williams, with assistance from the Crab Orchard Utility District, has loaned leak detection equipment for use to determine where leaks in the system may be occurring. The Receiver is getting an estimate for conducting leak detection and repair. Fourth: The Water Tank and Tower are in need of cleaning, painting and other maintenance and repair necessary to overcome objections to its use by the Tennessee Department of Environment and Conservation. Estimates for such work are under study but currently range from \$134,000 to

entity not party to either the Tennessee Regulatory Authority proceedings or this proceeding equipment and a revocable use license for the land on which the pipes and pumphouse sit. An distribution pipes or the pumphouse sits. Instead, Respondent held title to pipes and tower sits, nor did it possess title or easements to the land on which the supply and had neither possession nor ownership of the water tower and the parcel on which the water the provision of water service. On the date of the appointment of the Receiver, Respondent related to water service; 9) all service rights; and 10) all other general intangible rights related to assets used in the water system; 7) all accounts receivable; 8) all rights under any contracts water storage tank located on Renegade Mountain, subject to restrictions; 6) all other tangible lines; 2) all water service lines; 3) all water meters and valves; 4) the pumping station; 5) the Respondent Laurel Hills agreed to transfer to the Receiver legal title to: 1) all water transmission Order was attached as "Exhibit A" to the Petition for Receivership. Pursuant to that agreement, agreed "amongst other conditions to place the water system into a voluntary receivership." This Receivership, a reference is made to a TRA Order of September 25, 2015, where Respondent conserve and administer them under the general supervision of the Court." In the Petition for system, with full power to sue for, collect, receive and take possession of such properties and to property interests owned by or held by the Respondent relating in whole or in part to the water directed to take exclusive custody, control, and possession of "...and other papers and 9. Pursuant to the October 26, 2015 Order Appointing Receiver, the Receiver was

**CONTROL OF WATER SYSTEM PROPERTIES IN QUESTION**

additional cost information has been gathered. capital improvement with the current rate. The Receiver intends to recommend a new rate once and electric supplier. It appears that no funds are available for routine maintenance or any

11. Pursuant to the October 26, 2015 Order Appointing Receiver (“October 26<sup>th</sup> Order”), compensation for the Receiver is payable from funds or assets of Laurel Hills Water

**FEES AND EXPENSES OF THE RECEIVER**

10. On November 9, 2015, Robert E. Moore, Jr. and G. Everett Sinor, Jr., representatives of the Receiver, met with counsel for the Tennessee Regulatory Authority, Shiva K. Bozarth and Benjamin Gastel, counsel for Respondents. Mr. Robert Schwerer, an attorney in Florida, was on the telephone as a spokesperson/representative for MoyToy LLC. During the course of that meeting it became clear to the Receiver that Respondent was not in compliance with the Settlement Agreement as noted in Exhibit A to the Petition for Receivership, and lacked the authority to meet those obligations. At that meeting, Mr. Moore, on behalf of the Receiver indicated that Respondent, at a minimum should secure the irrevocable license to the property on which the pipes and pumpnhouse sit, as required by the TRA Order of September 25, 2015. Subsequent to that meeting, on November 11, 2015, Mr. Sinor on behalf of the Receiver sent a letter to Mr. Gastel, asking that his client indicate compliance with the Order of Receivership and the TRA Order of September 25, 2015 (a copy of the letter is attached hereto as Exhibit 1 and is incorporated herein by reference). It was clear from the meeting that MoyToy LLC does not intend to turn title of the water tower and property over to either the Respondent or the Receiver. Without clear, unambiguous rights to the water tower and the parcel on which it sits, and without an irrevocable license or easement to provide maintenance and administer the Water System, it will be difficult to arrange either grants or financing for necessary water system repairs. In fact, the system’s current operation, in light of these issues, is not likely to be changed.

ownership of the water tower and the land it sits on: MoyToy, LLC.

holds the power to revoke the use license for the land on which the system exits and title and

2015 in the amount of \$10,244.52. See Exhibit 3.

A. Invoices for Robert E. Moore, Jr. for October 1, 2015 through October 31,

13. The billings so reviewed, and for which Court approval is sought, are as follows:

Affidavit of Robert E. Moore, Jr. attached hereto as Exhibit 5.

Compliance Division for the Tennessee Regulatory Authority, attached as Exhibit 4 and see also

the Tennessee Regulatory Authority. See Affidavit of Shiva K. Bozarth, Chief Counsel,

the Receivership, and, thus, these fees, costs and expenses have been approved for payment by

fees, costs and expenses to be reasonable, appropriate and necessary for the services rendered for

for October, 2015. See Exhibit 3. The Tennessee Regulatory Authority has determined these

operating costs and expenses, charged by Receivership Management, Inc., amounted to \$316,50

2015 to October 31, 2015 in the total amount of \$10,244.52. Additionally, normal overhead and

incurred fees and expenses as also shown in the attached Exhibit 3 for the period October 23,

Cowan, Mr. Simor, and Ms. Lawson) have performed work for the Receivership and have

October 31, 2015. Those working for the Receiver under Mr. Moore (Mr. Spaulding, Ms.

for this Receivership, as shown on the attached Exhibit 3 for the period of October 23, 2015 to

12. Robert E. Moore, Jr., Chief Operations Officer of the Receiver, performed work

Id.

Tennessee Regulatory Authority and the Court, through interim taxation of costs, if necessary.

on a monthly basis for approval. These invoices are reviewed and paid after approval of the

Regulatory Authority. The Receiver is to submit invoices to the Tennessee Regulatory Authority

costs, then those fees and costs would be taxed as interim court costs to be paid by the Tennessee

If the funds or assets of Laurel Hills Water System are not available to pay Receivership fees and

System, if such funds are available. See October 26<sup>th</sup> Order at ¶ 10, copy attached as Exhibit 2.

B. Invoices for services from and overhead and operating costs and expenses incurred by Receivership Management, Inc. for October 1, 2015 through October 31, 2015 in the amount of \$316,500. See Exhibit 3.

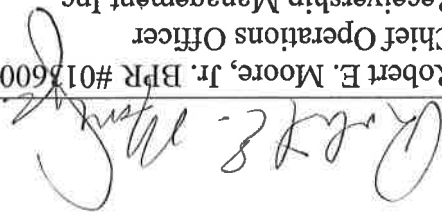
14. At present, and based upon initial review by the Receiver, there do not exist sufficient assets, over and above what is needed for operations of Laurel Hills Water System for the Laurel Hills Water System Receivership estate to pay the above-referenced fees and expenses. See Moore Affidavit (Exhibit 5). Accordingly, as provided in the Court's October 26<sup>th</sup> Order, request is made for the interim taxation of costs to the Tennessee Regulatory Authority of the amount of those fees and expenses.

8. Pursuant to the October 26<sup>th</sup> Order, if no opposition is filed within ten (10) calendar days of the filing of this Motion, the Court will order the approval of the fees and expenses and tax them as costs, if necessary. Exhibit 2 at ¶ 10. Submitted herewith is a proposed Order Granting Motion for Approval of Fees and Expenses and Interim Taxation of Costs for the Court's consideration if no opposition is filed.

Accordingly, the Receiver respectfully moves this Court for an Order approving the payment of fees and expenses as set forth and for an interim taxation of costs in the amount of those fees and expenses.



Respectfully submitted,


  
 Robert E. Moore, Jr. BPR #018600

Chief Operations Officer  
 Receivership Management Inc.  
 783 Old Hickory Blvd., Suite 255  
 Brentwood, TN 37027  
 615-370-0051

**CERTIFICATE OF SERVICE**

This is to certify that on the 9th day of December, 2015 a true and correct copy of the foregoing Motion was mailed, postage prepaid, via First Class U.S. Mail, to:

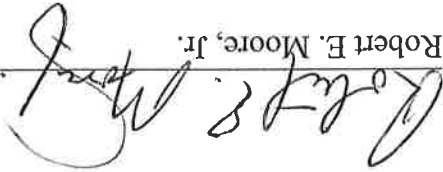
Shiva K. Bozarth  
Chief of Compliance  
Tennessee Regulatory Authority  
502 Deaderick Street, 4<sup>th</sup> Floor  
Nashville, Tennessee 37243

Donald Scholes  
Benjamin Gastel  
Branstetter, Stranch & Jennings, PLLC  
The Freedom Center  
223 Rosa L. Parks Avenue, Ste. 200  
Nashville, TN 37203

Melanie Davis  
Kizer & Black, Attorneys, PLLC  
329 Cates Street  
Maryville, Tennessee 37801

Vance Broemel  
Consumer Advocate and Protection Division  
Office of the Attorney General and Reporter  
P. O. Box 20207  
Nashville, TN 37202

S. Roger York, Attorney at Law  
456 North Main Street  
Crossville, Tennessee 38555

  
Robert E. Moore, Jr.

45295998.2

In an interview with Mr. McQueen, your Receiver has been informed that approximately 450,000 gallons of water per month flows through the system. Mr. McQueen estimates that the system leaks between 8,000 to 10,000 gallons of water per day, although the leakage in times past has been as high as 15,000 gallons per day.

**Receivership Management, Inc.**

783 Old Hickory Blvd., Suite 255, Brentwood, TN 37027 (615) 370-0051 Fax (615) 373-4336

November 11, 2015

Benjamin A. Gastel, Esq.  
Branstetter, Stranch & Jennings  
Attorneys at Law  
The Freedom Center  
223 Rosa L. Parks Drive, Suite 200  
Nashville, Tennessee 37203

RE: *TRA/Laurel Hills Settlement Agreement Fulfillment*

VIA ELECTRONIC MAIL & UNITED STATES FIRST CLASS MAELS

Dear Mr. Gastel:

I write this letter on behalf of Receivership Management, Inc. [hereinafter RMI]. As you know, RMI is the court appointed receiver for the Laurel Hills Condominiums Property Owners Association [hereinafter Laurel Hills], having been so appointed by Chancellor Thurman on October 26, 2015 in his Order Appointing Receiver [hereinafter the 10/26/15 Order Appointing Receiver].

In reviewing the Tennessee Regulatory Authority's [hereinafter the TRA] Order Approving Petition to Adopt Settlement Agreement and Release, as Amended by the First Addendum [hereinafter the 9/25/15 TRA Order], as well as the settlement agreement it exhibits [hereinafter the Settlement Agreement], there appear to be obligations imposed upon Laurel Hills that have not been fulfilled. These include the following:

1. an obligation delineated on page 4 of the 9/25/15 TRA Order, requiring Laurel Hills to transfer to RMI "legal title to ... 5) the water storage tank located on Renegade Mountain; subject to restrictions". This is required by the Settlement Agreement on page 3, Section II, paragraphs (d) and (g), and page 10, Schedule A, paragraph 5, as well as the First Addendum; and,
2. an obligation delineated on page 4 of the 9/25/15 TRA Order, requiring Laurel Hills to "obtain an irrevocable license to ensure that the lines, pipes, pump stations, and other water system-related assets have a valid property right to remain where they are located ...". This is required by the Settlement Agreement on page 4, Section II, paragraph (f).

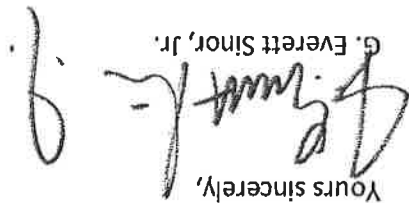
I would remind Laurel Hills that it has a duty, under the 9/25/15 TRA Order, the Settlement Agreement, as well as the 10/26/15 Order Appointing Receiver, to cooperate to its fullest extent

with RMI in the administration of the receivership estate, including providing access to all documents and other information relating to the operation of the Laurel Hills Water System. It also includes an obligation to "execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the basis and intent of [the Settlement Agreement] (required by Section VI of the Settlement Agreement on page 7).

RMI will be making a report to Chancellor Thurman of its activities pursuant to the 10/26/15 Order Appointing Receiver. At that time, RMI intends to report to the Chancellor the progress that has been made on these items, and Laurel Hills' compliance with fulfilling its obligations as agreed upon by the TRA and Laurel Hills.

Thank you for your consideration of this matter, and please feel free to contact myself (615.969.9027) or Robert E. Moore, Jr. at RMI's offices, if you have any questions or would like to discuss any aspect of the matters raised in this letter.

Yours sincerely,



G. Everett Sinor, Jr.

cc: The Honorable Shiva Bozarth, Chief Counsel for Compliance, TRA  
Robert E. Moore, Jr., RMI

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

TENNESSEE REGULATORY AUTHORITY  
Petitioner,  
v.  
LAUREL HILLS CONDOMINIUMS  
PROPERTY OWNERS ASSOCIATION  
Respondent.

No. 2012-CH-560  
Chancellor Thurman  
FILED  
Date 10-26-15 at 10:15 AM  
Entered: 10-26-15  
SUE TOULET, CLERK & MASTER  
Cumberland County, Crossville, TN

ORDER APPOINTING RECEIVER

1. Pursuant to the motion filed on October 26, 2015, by the Petitioner, Tennessee

Regulatory Authority ("Authority"), pursuant to T.C.A. § 65-3-105<sup>1</sup> and T.C.A. § 29-1-101, and upon good cause shown, the Court appoints Receivership Management, Inc. of Brentwood, Tennessee as Receiver for the water system controlled by Respondent, Laurel Hills Condominium Property Owners Association ("Laurel Hills").

2. The appointment of Receivership Management, Inc. as Receiver of Laurel Hills' water system is based upon, arises out of and/or is derived from the activities described in the Petition for Appointment of Receiver. Through this appointment, the Court deems the Receiver as a party to these proceedings.

3. Receivership Management, Inc., as Receiver, is directed forthwith to take exclusive custody, control and possession of all bank accounts, goods, chattels, causes of action,

<sup>1</sup> The provisions of T.C.A. § 65-3-105 are made applicable to public utilities regulated by the Petitioner pursuant to T.C.A. § 65-4-105.

STATE OF TENNESSEE, COUNTY OF CUMBERLAND  
I, THE UNDERSIGNED, CLERK & MASTER OF SAID  
COUNTY AND STATE, DO HEREBY CERTIFY THAT  
THIS IS A TRUE AND CORRECT COPY OF THE  
ORIGINAL OF THIS INSTRUMENT.  
THIS DAY OF October, 2015  
Sue Toulet  
CLERK & MASTER

credits, monies, investments, stocks, shares, effects, books and records of account and other papers and property or interests owned or held by the Respondent relating in whole or in part to the water system, with full power to sue for, collect, receive and take possession of such properties and to conserve and administer them under the general supervision of the Court.

4. Receivership Management, Inc., as Receiver of Laurel Hills' water system, shall forthwith contact all financial, agency, trust or depository institutions ("financial institutions") maintaining accounts on behalf of Respondent, Laurel Hills relating in whole or in part to the water system and employ whatever lawful means necessary to secure the funds in these, and any other accounts, for the Receivership, and to amend the signature cards so that only those persons approved by the Receiver shall be permitted to withdraw upon such accounts.

5. Receivership Management, Inc., as Receiver of Laurel Hills' water system, shall secure from any financial institution, wherever located, where Laurel Hills maintains property or accounts, the funds within financial institution accounts and all financial information concerning all such accounts. Said financial institution shall provide those funds and the information to the Receiver.

6. All persons, firms, corporations and associations, including but not limited to Respondent, Laurel Hills, and its officers, directors, stockholders, members, subscribers, agents and all other persons in active concert or participation with it, are prohibited and enjoined from the transaction of further business of the Respondent's water system; from the waste, transfer or disposition of property of the Respondent's water system; from doing any act or thing whatsoever to interfere with the taking control, possession and administration by the Receiver of the receivership properties or to in any way interfere with the Receiver, or to harass or interfere with the Receiver, or to interfere in any manner with the exclusive jurisdiction of this Court over

7. Pursuant to Tenn. Code Ann. § 29-1-101 et seq., the officers, managers, directors, trustees, owners, employees or agents of Respondent, Laurel Hills, and any other persons with authority over or in charge of any segment of the Respondent's affairs and persons in control of assets, books and records of the receivership entities, or their physical locations, including but not limited to any offices of the Respondent, are required to cooperate with the Receiver in the carrying out of the Receivership. The term "person" shall include any person who exercises control directly or indirectly over activities of the Respondent through any holding company or other affiliate of the Respondent. "To cooperate" shall include, but shall not be limited to, the following: (1) to reply promptly in

the receivership properties; from the institution or further prosecution of any actions or proceedings, except within this receivership itself; from the making of any sale or deed for nonpayment of taxes or assessments that would lessen the value of the assets of the Respondent; from the withholding from the Receiver of books, accounts, documents or the records relating to the business of the Respondent; from any other threatened or contemplated action that might lessen the value of the Respondent's assets or prejudice the rights of investors, creditors or any proceeding under the Receivership; or the obtaining of preferences, judgments, attachments or other liens, or the making of any levy against the Respondent or against its assets or any party thereof or from enforcing any lien upon, or taking or attempting to take possession of, or retaining possession of, any receivership property or attempting to foreclose, forfeit, alter or terminate any interests of the Respondent, in any property, whether such acts are part of a judicial proceeding or otherwise, until further order of this Court; from accelerating the due date of any obligation or claimed obligation; and that this Court further authorizes the Receiver to apply outside of Tennessee for the relief above described.

writing to any inquiry from the Receiver requesting such a reply; (2) to make available to the Receiver any books, bank and investment accounts, documents or other records or information or property of or pertaining to the Respondent and/or in possession, custody or control of the Respondent, which relate to, arise out of or are derived from the activities described in the Petition for Appointment of Receiver, Restraining Order, and Temporary and Permanent Injunction Complaint. No person shall obstruct or interfere with the Receiver in the conduct of this Receiver's filing

8. All customers of and vendors/suppliers to Laurel Hills are hereby ordered to cooperate with reasonable requests of the Receiver regarding information and documentation concerning services received from Laurel Hills or services or goods provided to Laurel Hills.

9. No person shall obstruct or interfere with the Receiver in the conduct of this Receiver's filing

10. Receiver Management, Inc., as Receiver, is authorized to employ such counsel, professional advisors, clerks or assistants as deemed necessary. The persons employed under this section shall serve at the direction of the Receiver. The compensation of the Receiver, counsel, clerks and assistants and all expenses of taking possession of Laurel Hills' water system and conducting the proceeding (hereinafter "Receiver's fees and costs") shall be submitted monthly, shall be approved by the Court and shall be paid out of the funds or assets of Laurel Hills' water system, if such funds are available. If, through the progression of the Receiver's funds or assets of Laurel Hills' water system are not available to pay Receiver's fees and costs, then those fees and costs will be taxed as court costs to be paid by the Authority to the Receiver. In such instance(s), the Receiver will present the Receiver's fees and costs to the Court for



approval as a request for interim taxing of costs while simultaneously involving the Receivership fees and costs to the Authority, who will pay the Receivership fees and costs upon approval of the Court. The Authority reserves the ability to recoup amounts so paid if later there are assets or funds available for such recoupment. The Receivership fees and expenses will generally consist of services rendered by the Receiver's president, Jeanne B. Bryant, billed at \$163/hour, expenses and costs of other staff employed by the Receiver, normal overhead costs of the Receiver and professional fees and expenses incurred by the Receiver, the hourly billing rate of its principal counsel. The Receiver will present motions monthly to the Court for approval of the Receivership fees and costs. If the motions are unopposed after being on file for ten (10) calendar days, then the Court shall order their approval, absent question raised by the Court upon its review. If a motion for approval of Receivership fees and costs is opposed, it will be set for hearing at the next available time on the Court's docket in Cumberland County, Tennessee or elsewhere if circumstances so dictate.

11. If the taxation to, and payment of, Receivership fees and costs by the Authority becomes onerous to the Authority, it may move the Court to relieve it of the obligation of such taxation and payment. The Receiver reserves the ability to move the Court to be relieved of its position if payment of Receivership fees and costs is jeopardized or not otherwise provided for. 12. The Receiver is ordered to make an accounting to the Court no less frequently than semi-annually. The report shall include the Receiver's opinion as to the likelihood that additional action under T.C.A. § 65-3-105 and/or §§ 29-1-101, *et seq.* will be necessary.

13. The Receiver may take such action as it deems necessary or appropriate to reform, revitalize and/or rehabilitate Laurel Hills' water system. It shall have all the powers of the directors, officers and managers, whose authority shall be suspended, except as such is

re-delegated by the Receiver. It shall have full power to direct and manage, to hire and discharge employees, subject to any contract rights they may have, and to deal with the property and business of Laurel Hills' water system. The Receiver is empowered to petition the appropriate regulatory authority or tribunal to address changes in the rates charged for Laurel Hills' water system's services. The Receiver may consult and cooperate with other state and federal authorities who may have jurisdiction over any parts of the property and business of Laurel Hills' water system, including, but not limited to, any ancillary liquidator who may be appointed. In addition, the Receiver shall have any other powers given by state law.

14. If it appears to the Receiver that there has been criminal or tortious conduct, or breach of any contractual or fiduciary obligation detrimental to Laurel Hills, by any officer, manager, agent, broker, employee or other person, it may pursue all appropriate legal remedies on behalf of Laurel Hills' water system, including, but not limited to, the making of criminal referrals to the appropriate state and/or federal authorities/law enforcement agencies and the institution of civil actions on behalf of Laurel Hills' water system or on behalf of Laurel Hills' water system's creditors and claimants.

15. If the Receiver determines that reorganization, consolidation, conversion, merger, dissolution, liquidation or other transformation of Laurel Hills' water system is appropriate, it shall prepare a plan to effect such changes, including, if necessary, the liquidation and sale of all of Laurel Hills' water system assets. Upon application of the Receiver for approval of the plan, and after such notice and hearing as the Court may prescribe, the Court may either approve or disapprove the plan proposed, or may modify it and approve it as modified. Any plan approved under this section shall be, in the judgment of the Court, fair and equitable to all parties concerned. If the plan is approved, the Receiver shall carry out the plan.

18. No statute of limitations or defense of laches shall run with respect to any action by or against Laurel Hills's between the filing of the Petition for Order directing Receivership

litigation for stays whenever necessary to protect the estate of Laurel Hills. litigation pending outside this State and shall petition the Courts having jurisdiction over that protection of creditors, investors and the public. The Receiver shall immediately consider all respecting the pending litigation as it deems necessary in the interest of justice and for the proper representation and prepare for further proceedings. The Receiver shall take such action hundred twenty (120) days and such additional time as is necessary for the Receiver to obtain Hills is a party, or is obligated to defend a party, shall stay the action or proceeding for one a subpoena, etc.). Any court in this State before which any action or proceeding in which Laurel proceedings to which Laurel Hills is a party or in which Laurel Hills is involved (e.g., receipt of 17. Laurel Hills and/or its counsel will immediately inform the Receiver of all legal

lienholder or obligee, and, in that event, the Receiver shall succeed to and may enforce the rights of the purchaser, on due notice, order any such transfer or obligation to be preserved for the benefit of the estate, obligation, may retain the property, lien or obligation as security for repayment. The Court may, obligee, who, in good faith, has given a consideration less than fair for such transfer, lien or voided by the Receiver, except as to a person who, in good faith, is a purchaser, lienholder or defraud either existing or future creditors. Transfers which are considered fraudulent may be creditors, if made or incurred without fair consideration, or with actual intent to hinder, delay or filing of a successful Petition for Receivership is fraudulent as to them existing and future made or suffered and every obligation incurred by Laurel Hills within one (1) year prior to the 16. The Receiver shall have the power to avoid fraudulent transfers. Every transfer

Management, Inc. to serve as Receiver for Laurel Hills' water system and the entry of the Order granting or denying this Petition. Any action against Laurel Hills that might have been commenced when the Petition was filed may be commenced for at least sixty (60) days after this Order Appointing Receiver is entered. Any such action filed against Laurel Hills, as well as actions pending against Laurel Hills, may be subject to dismissal if the Court approves, as part of any plan recommended to it (as referenced in Paragraph 14 above), that all claims as against Laurel Hills' water system be handled through a unified proof of claim process within the Receiver's Receiver'ship. The Receiver may, upon entry of this Order, within one (1) year, or such other longer time as applicable law may permit, institute an action or proceeding on behalf of Laurel Hills' water system upon any cause of action against which the period of limitation fixed by applicable law has not expired at the time of the filing of the Petition upon which this Order is entered.

19. The Receiver, and its employees, agents, representatives or counsel, shall not be held personally responsible for any claims against Laurel Hills' water system which existed, arose, matured or vested prior to the Receiver's appointment. The Receiver, and its employees, agents, representatives or counsel, shall not be held personally responsible for amounts of funds, goods or services already provided or extended to Laurel Hills' water system, or which will be provided or extended to Laurel Hills' water system in the future.

*Laurel*

20. Pursuant to T.C.A. § 29-1-104, the Receiver will post a bond of \$ \_\_\_\_\_

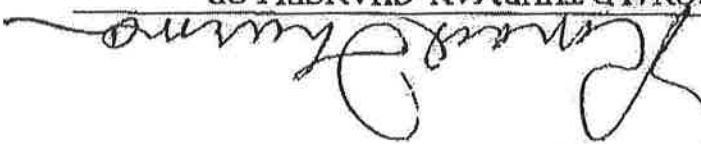
21. The beneficiary of the bond will be the Laurel Hills' water system Receiver'ship thereafter. This Order will be effective, however, during the five (5) day period and will be effective with the Cumberland County Clerk & Master within five (5) business days of the entry of this Order.



estate and, therefore, the costs of the bond will be paid with funds available to Laurel Hill's  
Receivership estate or will be taxed as costs and paid by the Authority as outlined in

Paragraph 10 above.

It is so ORDERED, this the 26<sup>th</sup> day of October, 2015.

  
RONALD THURMAN, CHANCELLOR

Submitted for Entry By:



Shiva K. Bozarth, BPR No. 22685

Chief of Compliance

Tennessee Regulatory Authority

502 Deaderick Street, 4<sup>th</sup> Floor

Nashville, Tennessee 37243

Counsel for Tennessee Regulatory Authority

**CERTIFICATE OF SERVICE**

I certify that I have served a copy of the forgoing document on the following persons by depositing a copy of same in the U.S. Mail, postage prepaid, addressed to them at the addresses shown below:


Donald Scholes  
Benjamin Gastel  
227 Second Avenue North  
Fourth Floor  
Nashville, Tennessee 37201

Melanie Davis  
329 Cates Street  
Maryville, Tennessee 37801

Vance Broemel  
Consumer Advocate and Protection Division  
Tennessee Attorney General and Reporter  
P.O. Box 20207  
Nashville, Tennessee 37202

Roger York  
456 North Main Street, Suite 201  
Crossville, Tennessee 38555

This the 21<sup>st</sup> day of October, 2015.

  
\_\_\_\_\_  
Shiva K. Bozarth

**SUMMARY TIME SHEET - RMI**  
**SERVICES PROVIDED FOR LAUREL HILLS WATER DISTRICT**  
**FOR THE PERIOD 10/23/15 THROUGH 10/31/15**

<u>ReceiverShip Management, Inc.</u>	OCT 2015 FEES & EXPENSES	3,809.74
<u>Everett Sinor, Jr.</u>	OCT 2015 FEES & EXPENSES	5,411.78
<u>Jacqueline Lawson</u>	OCT 2015 FEES & EXPENSES	<u>1,339.50</u>
<b>TOTAL FEES</b>		10,561.02



Receivership Management, Inc.  
P. O. Box 2307  
Brentwood, TN 37024

Invoice for Professional Services

**LAUREL HILLS WATER DISTRICT**

**October 2015**

Date	Person	Description	Hours	Rate	Total
10/23/2015	Robert E. Moore, Jr.	PREP CALL WITH E. SINOR AND J.LAWSON, FORWARD DOCUMENTS FROM TRA, DISCUSSION OF OPERATIONS AT LHWD .8	0.8	\$153.00	\$122.40
10/25/2015	Robert E. Moore, Jr.	TRAVEL TO CROSSVILLE TN FROM BRENTWOOD TN 2.0	2	\$153.00	\$306.00
10/26/2015	Billy B. Spaulding	PHONE CONFERENCE TO DISCUSS BANK ACCOUNT, ACCOUNTING PROCEDURES, PAYROLL STATUS AND COMPANY TAX STATUS. 2ND PHONE CONFERENCE WITH R MOORE AND CPA TO DISCUSS NEW PROCEDURES RELATING TO CASH RECEIPTS, DISBURSEMENTS AND DOCUMENTATION REQUIREMENTS.	1	\$123.00	\$123.00
10/26/2015	Jere P. Cowan	TELEPHONE CONVERSATION WITH MS. HORTON RE: STATUS AND CONCERNS WITH DISTRICT	0.2	\$50.00	\$10.00
10/26/2015	Robert E. Moore, Jr.	MEETING WITH E. SINOR AND J.LAWSON RE: PROJECT TASK PLANNING 1.0; HEARING CUMBERLAND COUNTY JUSTICE CENTER AND POST HEARING MEETING WITH PLAINTIFFS, DEFENDANTS, CRAB ORCHARD UTILITY DISTRICT REPRESENTATIVE 2.0; MEETING AT REGIONS BANK RE: ACCOUNT CONTROL 1.0; MEETING WITH S.BOZARTH, E. SINOR, AND J.LAWSON RE: RECEIVERSHIP OPERATIONS 1.0; PHONE CALLS TO AND FROM J.BRYANT RE: INSURANCE, ACCOUNT INFORMATION .25; CALL TO GERALD WILLIAMS RE: MEETING WITH HIM AND DARREL MCQUEEN RE: SYSTEM OPERATION AND MAINTENANCE .10; MEETING AT TERRY STEPHENS OFFICE RE: WATER SYSTEM DOCUMENTS AND RECORDS, MEETING AND DISCUSSION WITH T.STEPHENS RE: ACCOUNT SERVICES, CURRENT ACCOUNT STATUS, OPERATIONAL INFORMATION 2.5	7.85	\$153.00	\$1,201.05

**LAUREL HILLS WATER DISTRICT**

**October 2015**

Date	Name	Description	Quantity	Rate	Total
10/27/2015	Billy B. Spaulding	DOWNLOAD QB PORTABLE FILE AND SET UP QB FILE. RUN TY 2014 P&L AND 12-31-14 BALANCE SHEET AND INSPECT ACTIVITY. DOWNLOAD TY 2013 AND TY 2014 F1120'S AND INSPECT.	1	\$123.00	\$123.00
10/27/2015	Robert E. Moore, Jr.	MEETING WITH E. SINOR, J.LAWSON, G. WILLIAMS AND D.MCQUEEN RE: SYSTEM OPERATIONS, TOUR PROPERTY 3.0; MEETING WITH BILL OGLESBY WITH BROWN INSURANCE GROUP RE: INSURANCE 1.0; MEETING AT VOLUNTEER ELECTRIC COOPERATIVE RE: BILLING, SERVE ORDER, UPDDATE SERVICE 1.0; MEETING WITH E. SINOR RE: UPDATE ON TITLE SEARCHES AND OWNERSHIP INFORMATION, CALL WITH S. BOZARTH RE: SAME, TASK PLANNING FOR RECEIVERSHIP 2.0	7	\$153.00	\$1,071.00
10/29/2015	Robert E. Moore, Jr.	RETURN TRAVEL FROM CROSSVILLE TO BRENTWOOD 2.0	2	\$153.00	\$306.00
10/30/2015	Robert E. Moore, Jr.	RESEARCH TAX ID INFORMATION, PROCURE TAX ID FROM IRS .75; REVIEW EMAILS FROM E. SINOR AND RESPOND .10	0.85	\$153.00	\$130.05
<b>Total</b>					<b>\$3,392.50</b>

G. Everett Sinor, Jr.  
Attorney at Law

November 1, 2015

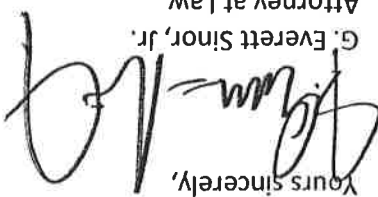
Receivership Management, Inc.  
Attn: Mr. Robert E. Moore, Jr.  
783 Old Hickory Boulevard, Suite 255  
Brentwood, Tennessee 37027

RE: *October 2015 Billing – RMI/Laurel Hills Water System in Receivership*

VIA UNITED STATES FIRST CLASS MAIL

Dear Mr. Moore:

Please find enclosed herewith my billings for the previous month. If you have any questions about this bill, please do not hesitate to contact me.

Yours sincerely,  
  
G. Everett Sinor, Jr.  
Attorney at Law

Enclosure

G. Everett Sinor, Jr., Attorney at Law

<u>Date</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Fee</u>
10/20/2015	Review of e-mails from Rob Moore, Shiva Bozarth, Ben Gastel (attorney for Laurel Hills POA) and Jackie Lawson	0.2		
10/22/2015	Review Gastel letter	0.1		
10/23/2015	Review of TRA/Laurel Hills documents; conference call with Rob Moore and Jackie Lawson	1.7		
10/25/2015	Travel to Crossville, Tennessee for hearing	2.0		
10/26/2015	Multiple meetings with Rob Moore and Jackie Lawson re: hearing; attendance at hearing in Cumberland County Chancery Court; meeting with attorneys for Laurel Hills POA and Everett Bollen with Crab Orchard Water District; Meeting with Pudge Guettler with Moy Toy and Laurel Hills POA; Meetings with Terry Stephens, CPA for Laurel Hills POA; Review of Laurel Hills POA legal and financial documents	11.0		
10/27/2015	Travel to Crab Orchard, TN and Renegade Mountain; Meeting with Gerald Williams (COWD) and D. McQueen (volunteer for Laurel Hills WD), Rob Moore and Jackie Lawson; Viewing of Laurel Hills Water Tower, Laurel Hills Timeshares, Eagles Nest Development and Cumberland Pointe Condominiums; Meeting with Rob Moore and Jackie Lawson; Travel to Crossville, TN; Review of Moy Toy and Laurel Hills documents at Cumberland County Register of Deeds office; Meeting with Rob Moore	10.1		
10/28/2015	Review of Moy Toy and Laurel Hills documents at Cumberland County Register of Deeds office; review of TRA Order Denying CPCN and Divestiture; review of Tennessee Appeals Court order; composition of e-mail to Shiva Bozarth with TRA; T.C. w Rob Moore; Review of and response to John Moore (Renegade Mountain CC (master HOA) President email; T.C. w/ Rob Moore; Travel back to Nashville	7.9		
10/29/2015	Read J. Moore's e-mail; T.Calls w Rob Moore; e-mail to J. Moore; T.C. w Shiva Bozarth; e-mail to Rob Moore	1.1		
<b>Hourly Billing Total</b>		<b>34.1</b>	<b>\$140.00</b>	<b>\$4,774.00</b>

Please remit payment to: Everett Sinor, 3504 Robin Road, Nashville, Tennessee 37204

Post-d  
11-9-15

**Total Amount Due and Payable**

**\$5,411.78**

**Other Expenses Reimbursable Total**

**\$394.87**

10/28/2015	Deeds' office	\$4.00
10/28/2015	Copies of Documents from Cumberland County Register of Deeds' office	\$45.50
10/27/2015	Hotel Bill - Crossville, Tenn.	\$93.79
10/27/2015	Copies of Documents from Cumberland County Register of Deeds' office	\$64.00
10/26/2015	Hotel Bill - Crossville, Tenn.	\$93.79
10/25/2015	Hotel Bill - Crossville, Tenn.	\$93.79

**Meals Per Diem Total**

**\$136.50**

10/28/2015	Travel Day Meals Per Diem	\$29.25
10/27/2015	Full Day Meals Per Diem	\$39.00
10/26/2015	Full Day Meals Per Diem	\$39.00
10/25/2015	Travel Day Meals Per Diem	\$29.25

**Mileage Total**

**\$106.41**

10/28/2015	Mileage (Crossville to Nashville)	113.2
10/25/2015	Mileage (Nashville to Crossville)	113.2
	<b>Miles</b>	<b>226.4</b>
	<b>Rate</b>	<b>\$0.47</b>



**BAYMONT CROSSVILLE**

4038 HIGHWAY 127 NORTH  
CROSSVILLE, TN 38571 US

Phone: (931) 456-9338

Fax: (931) 456-8758

Email: rajpate1@baymontinncrossville.net

Printed: 10/28/2015 8:38:48 AM

**Folio (Detailed)**

Name: SINOR, GEORGE  
Confirmation Number: 74013613  
Account Number: 471-007142  
WynndhamRewards #: 151571931B  
Address: 3504 ROBIN RD  
NASHVILLE, TN 37204 US  
Room: 321  
Room Type: NKT,  
Nights: 1  
Guests: 1/0  
Rate Plan: RACK  
Arrival: 10/27/2015 (Tue)  
Departure: 10/28/2015 (Wed)  
XXXX XXXX XXXX 1246

Date	Code	Description	Amount	Balance
10/28/2015	VI	VISA	(\$93.79)	(\$93.79)

Summary													
Room	\$0.00	Tax	\$0.00	F&B	\$0.00	Other	\$0.00	CC	(\$93.79)	Cash	\$0.00	DB	\$0.00

By signing below, I agree to these terms and conditions.

**Guest Signature:**

(1) Regardless of charge instructions, the undersigned acknowledges the above as personal indebtedness. (2) This property is privately owned and management reserves the right to refuse services to any one, and will not be responsible for injury or accidents to guests or loss of money, jewelry or any personal valuables of any kind.  
"We or our affiliates may contact you about goods and services unless you call 888-946-4283 or write to Opt/Privacy, Wynndham Hotel Group, LLC, 22 Sylvan Way, Parsippany, NJ 07054 to opt out. View our website about privacy."

**BAYMONT CROSSVILLE**

4038 HIGHWAY 127 NORTH  
 CROSSVILLE, TN 38571 US  
 Phone: (931) 456-9338  
 Fax: (931) 456-8758  
 Email: rajpate1@baymontinnncrossville.net  
 Printed: 10/27/2015 7:42:29 AM



*Leanne Mills*

**Folio (Detailed)**

Name: SINOR, GEORGE		Confirmation Number: 72403837	
Address: 3504 ROBIN RD NASHVILLE, TN 37204 US		WynhamRewards #: 151571931B	
Room: 302	Room Type: NK1,	Nights: 2	Guests: 1/0
Rate Plan: RACK	Departure: 10/27/2015 (Tue)	GTD: VI - VISA	
Arrival: 10/25/2015 (Sun)	XXXX XXXX XXXX 1246		

Date	Code	Description	Amount	Balance
10/27/2015	VI	VISA XXXX XXXX XXXX 1246	(\$187.58)	(\$187.58)

Summary				
Room	Tax	F&B	Other	CC
\$0.00	\$0.00	\$0.00	\$0.00	(\$187.58)
DB				\$0.00

By signing below, I agree to these terms and conditions.

**Guest Signature:**

(1) Regardless of charge instructions, the undersigned acknowledges the above as personal indebtedness. (2) This property is privately owned and management reserves the right to refuse services to any one, and will not be responsible for injury or accidents to guests or loss of money, jewelry or any personal valuables of any kind.  
 "We or our affiliates may contact you about goods and services unless you call 888-946-4283 or write to Opt/Privacy, Wyncham Hotel Group, LLC, 22 Sylvan Way, Parsippany, NJ 07054 to opt out. View our website about privacy."

*Wm Mills / My by Document*

JUDY GRAHAM SWALLOWS  
Register of Deeds  
CUMBERLAND County, TN

10/28/2015

Payment Receipt  
Batch# 94884

JUDY GRAHAM SWALLOWS  
Register of Deeds  
CUMBERLAND County, TN

10/28/2015

Payment Receipt  
Batch# 94884

*Laural Mills L-0  
make copies*

JUDY GRAHAM SWALLOWS  
Register of Deeds  
CUMBERLAND County, TN

10/27/2015

Payment Receipt  
Batch# 94854

RCVD OF: EVERETT SINOR  
When Revenue Is Paid By Check, Receipt  
Valid Until Check Is Paid By Bank

RCVD OF: EVERETT SINOR  
When Revenue Is Paid By Check, Receipt  
Is Not Valid Until Check Is Paid By Bank

# 5263 4.00

M0012456 02:24 PM 4.00

Inst # M0012455 01:11 PM 45.50  
MISC. INSTRUMENT  
Book: 1462 Page: 2182  
Grantor: MOY TOY LLC  
Grantee: LAUREL HILLS CONDOMINIUMS PROPER

Inst # 15012626 03:40 PM 45.50  
AGREEMENT  
Book: 1462 Page: 2182  
Grantor: MOY TOY LLC  
Grantee: LAUREL HILLS CONDOMINIUMS PROPER

Check # 5261 69.00

Inst # 15012627 03:40 PM 45.50  
MISC. INSTRUMENT  
Book: 1462 Page: 2184  
Grantor: LAUREL HILLS CONDOMINIUMS PROPER  
Grantee: RECEIVERSHIP MANAGEMENT INCORPOR

Inst # 15012626 03:40 PM 45.50  
AGREEMENT  
Book: 1462 Page: 2182  
Grantor: MOY TOY LLC  
Grantee: LAUREL HILLS CONDOMINIUMS PROPER

Inst # 15012627 03:40 PM 45.50  
MISC. INSTRUMENT  
Book: 1462 Page: 2184  
Grantor: LAUREL HILLS CONDOMINIUMS PROPER  
Grantee: RECEIVERSHIP MANAGEMENT INCORPOR

Check # 5261 69.00

Inst # 15012626 03:40 PM 45.50  
AGREEMENT  
Book: 1462 Page: 2182  
Grantor: MOY TOY LLC  
Grantee: LAUREL HILLS CONDOMINIUMS PROPER

Inst # 15012627 03:40 PM 45.50  
MISC. INSTRUMENT  
Book: 1462 Page: 2184  
Grantor: LAUREL HILLS CONDOMINIUMS PROPER  
Grantee: RECEIVERSHIP MANAGEMENT INCORPOR

Check # 5261 69.00

Inst # 15012626 03:40 PM 45.50  
AGREEMENT  
Book: 1462 Page: 2182  
Grantor: MOY TOY LLC  
Grantee: LAUREL HILLS CONDOMINIUMS PROPER

Inst # 15012627 03:40 PM 45.50  
MISC. INSTRUMENT  
Book: 1462 Page: 2184  
Grantor: LAUREL HILLS CONDOMINIUMS PROPER  
Grantee: RECEIVERSHIP MANAGEMENT INCORPOR

Check # 5261 69.00

Inst # 15012626 03:40 PM 45.50  
AGREEMENT  
Book: 1462 Page: 2182  
Grantor: MOY TOY LLC  
Grantee: LAUREL HILLS CONDOMINIUMS PROPER

Inst # 15012627 03:40 PM 45.50  
MISC. INSTRUMENT  
Book: 1462 Page: 2184  
Grantor: LAUREL HILLS CONDOMINIUMS PROPER  
Grantee: RECEIVERSHIP MANAGEMENT INCORPOR

Check # 5261 69.00

Inst # 15012626 03:40 PM 45.50  
AGREEMENT  
Book: 1462 Page: 2182  
Grantor: MOY TOY LLC  
Grantee: LAUREL HILLS CONDOMINIUMS PROPER

Inst # 15012627 03:40 PM 45.50  
MISC. INSTRUMENT  
Book: 1462 Page: 2184  
Grantor: LAUREL HILLS CONDOMINIUMS PROPER  
Grantee: RECEIVERSHIP MANAGEMENT INCORPOR



LHWU PAYROLL  
1

Post-1  
11-23-15

Date	Initials	Hours	Cost	Total
10/27/2015	JDL	6.00	\$47.00	\$282.00
10/26/2015	JDL	15.00	\$47.00	\$705.00
10/23/2015	JDL	5.00	\$47.00	\$235.00
10/22/2015	JDL	2.00	\$47.00	\$94.00
10/20/2015	JDL	0.50	\$47.00	\$23.50
				<b>Total</b>

**LHWU TIME SHEETS**

Jacqueline Lawson  
2900 Clinch Valley Rd  
Thorn Hill, TN 37881  
423-585-7738 or 423-973-4737  
jacqueline.lawson@exede.net

LWHD  
11-18-15

*R. F. & M. J.*

1	RMI TRAVEL REIMBURSEMENT REQUEST			
2				
3	TRAVEL TO: Crossville Tennessee			
4				
5	COMPANY TO CHARGE: LWHD			
6				
7	DATES IN TRAVEL STATUS: 10-25-2015 TO 10-27-2015			
8				
9	PER DIEM REIMBURSEMENT @\$39 PER DAY (3/4 1ST & LAST DAYS)			
10				
11	ENTER DATE IN COLUMN A AND AMOUNT IN COLUMN D			
12	10/25/2015	29.25		
13	10/26/2015	39.00		
14	10/27/2015	29.25		
15				
16				
17				
18				
19				
20				97.50
21	MILEAGE REIMB @ 47 CENTS PER MILE			
22				
23	ENTER DATE IN COLUMN A AND MILES IN COLUMN B			
24				
25				
26				
27				
28	10/25/2015	118	0.470	55.46
29	10/26/2015	8	0.470	3.76
30	10/27/2015	152	0.470	71.44
31				
32				
33				
34				130.66
35				
36	LODGING TOTAL			
37				187.58
38	ENTER TOTAL LODGING FOR TRIP. DO NOT			
39	BREAK DOWN TOTAL BY DAY. ATTACH INVOICE.			
40				
41				
42	OTHER EXPENSES:			
43	ENTER BRIEF DESCRIPTION IN COLUMN A AND AMT IN COLUMN D			
44				
45				
46				
47				
48				
49				
50				
51				
52	SUMMARY			
53	\$	97.50	PER DIEM REIMBURSEMENT @\$39 PER DAY (3/4 1ST & LAST DAYS)	
54		130.66	MILEAGE REIMB @ 47 CENTS PER MILE	
55		187.58	LODGING TOTAL	
56		-	OTHER EXPENSES:	
57	\$	415.74	REIMBURSEMENT REQUESTED	
58	9057.00			
59	11/16/2015 11:22			



**BAYMONT CROSSVILLE**

4038 HIGHWAY 127 NORTH  
 CROSSVILLE, TN 38571 US  
 Phone: (931) 456-9338  
 Fax: (931) 456-8758  
 Email: rajpate1@baymontinncrossville.net  
 Printed: 10/27/2015 7:55:55 AM

**Folio (Detailed)**

Name: MOORE JR., ROBERT  
 Confirmation Number: 72399089  
 Account Number: 319-897038  
 Address: P.O. Box 844120  
 DALLAS, TX 75284-4120 US  
 Room: 208  
 Rate Plan: SOEP  
 Arrival: 10/25/2015 (Sun)  
 Departure: 10/27/2015 (Tue)  
 Room Type: NQ01,  
 Daily Rate: \$79.99 + \$13.80 Tax  
 Nights: 2  
 Guests: 1/0  
 MC - MASTER CARD  
 XXXX XXXX XXXX 9781

Room Rate: 10/25/2015 (Sun) - 10/26/2015 (Mon)  
 \$79.99 + \$13.80 Tax per night.

Date	Code	Description	Amount	Balance
10/25/2015	RM	ROOM CHARGE	\$79.99	\$79.99
10/25/2015	TAX1	STATE TAX	\$7.80	\$87.79
10/25/2015	TAX2	CITY TAX	\$6.00	\$93.79
10/26/2015	RM	ROOM CHARGE	\$79.99	\$173.78
10/26/2015	TAX1	STATE TAX	\$7.80	\$181.58
10/26/2015	TAX2	CITY TAX	\$6.00	\$187.58
10/27/2015	MC	MASTER CARD XXXX XXXX XXXX 9781	(\$187.58)	\$0.00

**Summary**

Room	Tax	F&B	Other	CC	Cash	DB
\$159.98	\$27.60	\$0.00	\$0.00	(\$187.58)	\$0.00	\$0.00

By signing below, I agree to these terms and conditions.

**Guest Signature:**

(1) Regardless of charge instructions, the undersigned acknowledges the above as personal indebtedness. (2) This property is privately owned and management reserves the right to refuse services to any one, and will not be responsible for injury or accidents to guests or loss of money, jewelry or any personal valuables of any kind.  
 "We or our affiliates may contact you about goods and services unless you call 888-946-4283 or write to Opt/Privacy, Wyncham Hotel Group, LLC, 22 Sylvan Way, Parsippany, NJ 07054 to opt out. View our website about privacy."

RMI BILLING - LHWD DETAIL  
9/1/15 Through 10/31/15

Date	Num	Description	Memo	Category	Amount
		EXPENSES			
		5610-CONTRACT LABOR			
10/31/15	1012	... BBS OCT CHARGES	BBS 2.00 HRS	5610:RMI/LHWD	-218.00
10/31/15	1015	... REM OCT CHARGES	REM 20.50 HRS	5610:RMI/LHWD	-2,849.50
		TOTAL 5610-CONTRACT LABOR			-3,067.50
10/31/15	1021	5690-RMI OH EXPENSE		5690/LHWD	-315.00
		... RMI OCT OVERHEAD ALLOCATION			
		TOTAL 5690-RMI OH EXPENSE			-315.00
10/31/15		5697-OTHER CONTRACT LABOR			
10/31/15		S EVERETT SINOR JR	OCT BILLING	5697/LHWD	-5,411.78
10/31/15		S JACQUELINE LAWSON	28.50 HRS BILLED @ \$47 ...	5697/LHWD	-1,339.50
10/31/15		S JERE COWAN		5697/LHWD	-10.00
		TOTAL 5697-OTHER CONTRACT LABOR			-6,761.28
10/31/15	1026	6205-COPIES			
		... OCT COPY CHARGES		6205/LHWD	-1.50
		TOTAL 6205-COPIES			-1.50
10/31/15		6350-TRAVEL EXPENSE			
		S ROB MOORE JR	CROSSVILLE 10-25/27-15	6350/LHWD	-415.74
		TOTAL 6350-TRAVEL EXPENSE			-415.74
		TOTAL EXPENSES			-10,561.02
		OVERALL TOTAL			-10,561.02

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

TENNESSEE REGULATORY AUTHORITY )

Petitioner, )

)

)

No. 2012-CH-560  
Chancellor Thurman

)

LAUREL HILLS CONDOMINIUMS  
PROPERTY OWNERS ASSOCIATION

)

Respondent. )

---

**AFFIDAVIT OF SHIVA K. BOZARTH**

---

STATE OF TENNESSEE )  
COUNTY OF DAVIDSON )

I, Shiva K. Bozarth, after being duly sworn, state as follows:

1. I am of majority age and have personal knowledge of the facts set forth herein. I submit this Affidavit in support of the Receiver's Motion for Approval of Fees and Expenses and Interim Taxation of Costs.

2. I am the Chief of Compliance and Counsel for the Tennessee Regulatory Authority in this matter. Pursuant to Tennessee law, the Tennessee Regulatory Authority took over the operations of Laurel Hills Condominium Property Owners Association Water System and moved this Court to appoint Receivership Management, Inc. as Receiver. Said Motion was granted on October 26, 2015.

3. Either I, or my staff at my direction, have reviewed the invoices for fees and expenses contained in this filing for the services performed by the Receiver for the period of October 23, 2015 through October 31, 2015.

4. Based on my personal review, and the recommendations of my staff, I have determined that the rates being charged by the Receiver for the services provided are either at a discounted or market rate for the area.
5. Either I, or my staff at my direction, have reviewed the invoices for fees and expenses presented by the Receiver, and I have determined that all of the fees charged are fair, reasonable and proper for the services provided and that they are necessary costs of this Receivership. The invoices for fees and expenses attached as Exhibits to the Receiver's Motion note the work performed, the amount charged and the person performing the work. No billings were excessive or duplicative.
6. Furthermore, either I, or my staff at my direction, have reviewed the fees and expenses for outside counsel approved by the Receiver and presented with this filing, and, based upon this review and the recommendations of the Receiver, I have determined that both the rate and the amount of those fees and expenses are fair, reasonable and proper for the services provided.
7. I believe that all fees and expenses contained in this filing and presented for approval are fair, reasonable and proper for the necessary services provided.
8. Pursuant to the Court's October 26, 2015 Order Appointing Receiver, I request that the Court approve the fees and expenses, as submitted and supported, and that the Court order payment of those amounts as an interim taxation of costs in this matter.

FURTHER THE AFFIANT SAITH NOT.

SHIVA K. BOZARTH

*[Handwritten signature]*



Sworn to and subscribed before me this  
7<sup>th</sup> day of December, 2015.

*[Handwritten signature]*  
NOTARY PUBLIC

My commission expires: 11/9/2018





3. The Receiver has filed a Motion for interim fees and expenses in the RBS Receivership. The Receiver's Motion seeks approval of the amount of fees and expenses incurred for the period of time between October 23, 2015 and October 31, 2015.

4. I have reviewed all of the fee and expense items for the staff of Receivership Management, Inc. who have performed services to this Receivership, the overhead and operating charges of Receivership Management, Inc. The fees and expenses were necessary for the work provided and are not duplicative or excessive. I believe the fees presented for approval are fair, reasonable and proper for the services provided. I have also determined that the rates charged by these individuals for the services provided are either at a discounted or market rate for their area.

5. Therefore, I believe that all fees and expenses presented for approval contained in this filing are fair, reasonable and proper for the necessary services provided.

6. Having recently taken over LHWS, the Receiver's task of reviewing the books and records is still in progress. But, based upon the initial review of financial documentation for LHWS, it does not appear that there are assets available for matters beyond the operational needs of LHWS. There are not sufficient assets available to address the payment of the fees and expenses presented for approval in the Receiver's Motion. Accordingly, and pursuant to the Court's October 26, 2015 Order Appointing Receiver, it is requested that the Court order an interim taxation of costs in the amount of \$10,561.02 (i.e., the amount of fees and expenses set forth in the Receiver's Motion).

MY COMMISSION EXPIRES  
MAY 5, 2019



Commission Expires: 5 - 5 - 2019

Notary Public

*Lisa S Cooper*

2 day of December, 2015.

Sworn to and subscribed before me on this

*Robert E. Moore, Jr.*  
ROBERT E. MOORE, JR.

FURTHER THE AFFIANT SAITH NOT.