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ADMINISTRATOR

ANN H. LANE, LPI & PARALEGAL

February 6, 2020

Russ Johnson, Esq.
9th Judicial District Attorney General
1008 Bradford Way
Kingston, TN 37763

Re: My Client: Julia Hurley/County Commission Concern

Dear Russ:

I have now had quite a bit of time to research the issues associated with this matter, and I actually feel like the case law and the information that I have indicates that it falls in Commissioner Hurley's favor. I note in your correspondence of December 13, 2019, that you intimate that you had a conversation with the Election Commissioner associated with this matter, and we disagree with regards to your opinion concerning the same. Actually, I believe it is beyond the purview of your legal authority and remains something separate to be determined by the Loudon County Administrator of Elections. Therefore, I am, by copy of this correspondence, notifying the Commissioner of Elections of our intent for Ms. Hurley to vote in the upcoming election with her residence being in the Second District.

I can cite you to a litany of case law, but particularly I direct your attention to Denny v. Sumner County, the similar case on this issue decided in 1916 by the Tennessee Supreme Court. In addition, out of your own jurisdiction, we have some guidance that is provided to us by Judge Pemberton's recent case that went all the way up to the Supreme Court of the State of Tennessee.

These provide excellent resources and given the manifest intention of Ms. Hurley to remain in the Second District, I do not believe it is your judgment to substitute an opinion regarding whether or not she has moved or failed to move. The County Attorney has elected not to pursue an ouster suit, and I believe that under this set of circumstances, that it would be inappropriate for you likewise to pursue one.

I enclose a copy of the Lease which is reflective of a temporary move by Ms. Hurley. In particular, it is noted that she has a substantial mortgage on the house in question located at 406 West Fifth Avenue, in that the amount of the Lease does not cover the same such that it would be financial ruin for her to consider this to be a permanent move. I am more than willing to discuss this matter with you, as I would like to see this amicably resolved between our offices

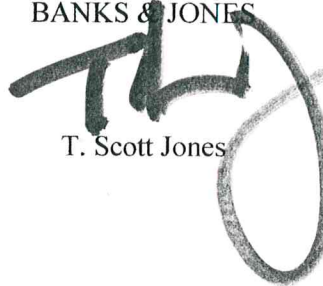
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Please get with me at your earliest possible convenience. If you have any questions or if I can be of any further assistance, please do not hesitate to contact me.

As always, I remain,

Very truly yours,

BANKS & JONES

A handwritten signature in dark ink, appearing to be 'T. Scott Jones', written over a circular stamp or logo. The signature is stylized and overlaps the text 'BANKS & JONES' and 'T. Scott Jones'.

T. Scott Jones

TSJ/kjb

Enclosure

Cc: Susan Harrison, Loudon Administrator of Elections
Buddy Bradshaw, Mayor, Loudon County
Julia Hurley

Lease Agreement
406 west 5th ave
Lenoir City TN 37771
August 1, 2019 - August 1, 2020

Julia Hurley - Property Owner
Brook Holmes - Lessee

This agreement shall be in effect for a period of 12 months (twelve). Last months rent and a security deposit of \$500 will be held in an escrow account located at Citizens Bank in Lenoir City TN.

Rents shall be \$800 (eight hundred dollars) per month due no later than the 1st of every month.

If rents are late, lessee agrees to incur a \$50 PER DAY late fee.

If rents are past due 30 days or more, lessee will be removed from property via sheriffs office and locks will be changed. Lessee agrees to pay all attorneys fees for lessee and lessor for any damages, back rents, pet damage or court costs associated with rental of property.

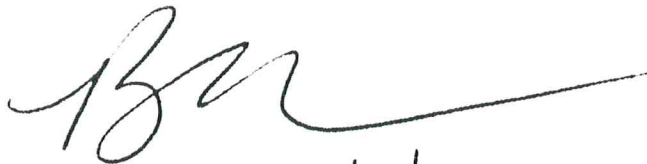
All utilities are through LCUB and will be paid by Brook Holmes.

Trash is picked up on Mondays in the back alley of the property.

NO SMOKING
NO PETS LARGER THAN 10 POUNDS
YOU BREAK IT YOU BUY IT

Julia Hurley reserves the right to inspect the property at any time during any day of the week between the hours of 8:30am and 5:30PM.

Brook Holmes will provide a copy of rental insurance to Julia Hurley to hold on file and rental insurance shall cover all personal property inside and outside of home.


7/6/19