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June 26, 2024

VIA ELECTRONIC FILING

Electronically Filed in TPUC Docket
Room on June 26, 2024 at 1:43 p.m.

Hon. Herbert H. Hilliard, Chairman
c/o Ectory Lawless, Docket Room Manager
Tennessee Public Utility Commission
502 Deaderick Street, 4th Floor
Nashville, TN 37243
TPUC.DocketRoom@tn.gov

**RE: *Joint Application of Limestone Water Utility Operating Company, LLC, and
Bridget J. Willhite, as Administrator CTA of the Estate of Glenna Newport, for
Approval of the Acquisition of and to Operate the Newport Resort Water System,
and to Transfer or Issue a Certificate of Public Convenience and Necessity, TPUC
Docket No. 24-00034***

Dear Chairman Hilliard:

Attached for filing please find *Limestone Water Utility Operating Company, LLC's Responses to the First Set of Discovery Requests propounded by the Consumer Advocate* in the above-referenced docket.

Please note that **Attachment DR 1-8** contains **CONFIDENTIAL INFORMATION** and is being submitted **UNDER SEAL** as **CONFIDENTIAL and PROPRIETARY**. Both a public version and a nonpublic, **CONFIDENTIAL** version of **Attachment DR 1-8** are attached.

As required, the original plus four (4) hard copies will follow. Should you have any questions concerning this filing, or require additional information, please do not hesitate to contact me.

Sincerely,

BUTLER SNOW LLP



Katherine Barnes

Attachments

cc: Russ Mitten, Limestone Water Utility Operating Company, LLC
 David Woodsmall, Central States Water Resources
 Shilina B. Brown, Consumer Advocate Division
 Victoria B. Glover, Consumer Advocate Division

*The Pinnacle at Symphony Place
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BUTLER SNOW LLP

**BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION
NASHVILLE, TENNESSEE**

IN RE:

**JOINT APPLICATION OF
LIMESTONE WATER UTILITY
OPERATING COMPANY, LLC, AND
BRIDGET J. WILLHITE, AS
ADMINISTRATOR CTA OF THE
ESTATE OF GLENNA NEWPORT,
FOR APPROVAL OF THE
ACQUISITION OF AND TO OPERATE
THE NEWPORT RESORT WATER
SYSTEM, AND TO TRANSFER OR
ISSUE A CERTIFICATE OF PUBLIC
CONVENIENCE AND NECESSITY**

DOCKET NO. 24-00034

**LIMESTONE WATER UTILITY OPERATING COMPANY, LLC’S RESPONSES
TO FIRST SET OF DISCOVERY REQUESTS OF THE CONSUMER ADVOCATE**

Limestone Water Utility Operating Company, LLC (“Limestone”), by and through counsel, hereby submits its Responses to the First Set of Discovery Requests propounded by the Consumer Advocate Division of the Attorney General’s Office (“Consumer Advocate”).

GENERAL OBJECTIONS

1. Limestone objects to all requests that seek information protected by the attorney-client privilege, the work-product doctrine and/or any other applicable privilege or restriction on disclosure.

2. Limestone objects to the definitions and instructions accompanying the requests to the extent the definitions and instructions contradict, are inconsistent with, or impose any obligations beyond those required by applicable provisions of the Tennessee Rules of Civil

Procedure or the rules, regulations, or orders of the Tennessee Public Utility Commission (“TPUC”).

3. The specific responses set forth below are based on information now available to Limestone, and Limestone reserves the right at any time to revise, correct, add to or clarify the objections or responses and supplement the information produced.

4. Limestone objects to each request to the extent that it is unreasonably cumulative or duplicative, speculative, unduly burdensome, irrelevant or seeks information obtainable from some other source that is more convenient, less burdensome or less expensive.

5. Limestone objects to each request to the extent it seeks information outside Limestone’s custody or control.

6. Limestone’s decision, now or in the future, to provide information or documents notwithstanding the objectionable nature of any of the definitions or instructions, or the requests themselves, should not be construed as: (a) a stipulation that the material is relevant or admissible, (b) a waiver of Limestone’s General Objections or the objections asserted in response to specific discovery requests, or (c) an agreement that requests for similar information will be treated in a similar manner.

7. Limestone objects to those requests that seek the identification of “any” or “all” documents or witnesses (or similar language) related to a particular subject matter on the grounds that they are overbroad and unduly burdensome and exceed the scope of permissible discovery.

8. Limestone objects to those requests that constitute a “fishing expedition,” seeking information that is not relevant or reasonably calculated to lead to the discovery of admissible evidence and is not limited to this matter.

9. Limestone does not waive any previously submitted objections to the Consumer Advocate's discovery requests.

RESPONSES TO FIRST SET OF DISCOVERY REQUESTS

1-1. Source & Support. Refer to Exhibit 10 filed with the Company's Petition. Have Exhibits A-D been finalized by the parties? If so, provide the finalized versions of Exhibits A-D. If those exhibits have not been finalized, do the parties have an estimate of what these Exhibits will contain?

RESPONSE: Those exhibits, which are anticipated to contain information as described in Exhibit 10, have not been finalized to date. The exhibits will be finalized prior to closing if the Joint Application is approved by the Commission.

1-2. Explanation. Refer to Exhibit 17 filed with the Company's Petition. Does the Company intend to alter the Rules, Regulations, and Tariff sheet to include Newport Resort within the body of the Tariff? If so, why is Newport Resort not listed in Section A (1) of Exhibit 17?

RESPONSE: Yes, the Company intended to include Newport Resort within the body of the tariff but inadvertently failed to do so. Please see the attached "DR 1-2 Revised - Exhibit 17," now including Newport Resort within Section A (1).

1-3. Explanation. Refer to Exhibit 17 filed with the Company's Petition. Confirm that the Company is not proposing a tap fee for the Newport Resort Service Area.

RESPONSE: Confirmed.

1-4. Explanation. Refer to Exhibit 26 filed with the Company’s Petition. Has the Company finalized and sent the draft customer notification letter at this time?

RESPONSE: The Company sent its customer notification letter to existing Newport Resort customers on June 25, 2024. Please see attachment “DR 1-4 – Exhibit 26 - Final.”

1-5. Explanation. Confirm that Limestone intends to maintain separate accounting records for the Newport Resort system such that the assets, liabilities, revenues, and expenses incurred in operating the system will be separately identifiable from the financial results of other Limestone operating systems.

RESPONSE: Confirmed.

1-6. Source & Support. Provide the estimated annual incremental Operating and Maintenance cost accruing to Limestone from this acquisition.

RESPONSE: The estimated annual incremental O&M cost accruing to Limestone as a result of this acquisition is estimated at \$34,700.

1-7. Explanation. Provide a description of the extent to which Limestone (including all affiliates) reviewed the accounting practices and records regarding the Newport Resort system as part of the due diligence performed before entering into the purchase agreement with the Seller and explain if Limestone agrees with those accounting practices.

RESPONSE: Limestone does not perform a detailed review of a selling party’s accounting records or practices as part of its due diligence activities. However, the Company requests

accounting records from the selling utility prior to closing. It is the Company's current understanding that records are not being kept by any specific principles.

1-8. Source & Support and Explanation. Refer to Exhibit 22 filed with the Company's Petition.

Provide any supporting documentation for these estimates. Additionally, provide a narrative response detailing the system's need for the well filtration project totaling \$125,000.

RESPONSE: Please see the attached CONFIDENTIAL engineering memorandum ("DR 1-8 - CONFIDENTIAL Newport Resort Water System - Eng Memo") page 18 cost estimate. The provided capital estimate is a third-party opinion of probable cost for the projects recommended by a third-party engineering partner with engineering experience in the State of Tennessee. This does not represent a final cost, a quote, or a set budget for the project. Following closing on the system, improvement plans will be finalized with engineering designs and permitting where appropriate, a bid set will be prepared, and bids solicited with the company selecting the lowest qualified, responsive, and responsible bidder to complete improvement projects at the site. Plans have not been finalized and no bidding has occurred to date.

Please note that Exhibit 22 included a \$125,000 line item to install filtration to protect the well from surface water contamination. Limestone believes that this improvement is no longer needed, and the finalized estimate is reflected on the attached CONFIDENTIAL engineering memorandum. The filtration project was initially included because the current owners of the system indicated to the third-party engineers that there may be surface water contamination in the well leading to elevated levels of solids. The engineer initially added a

filtration project to combat these elevated solids; however, a review of available testing data did not indicate elevated solids. The engineer instead added a line item to investigate if surface water contamination is occurring rather than starting with treatment. The other changes to the estimate were made following a more thorough consideration of the poor condition of the site and equipment and the scope required to resolve the issues, as well as evaluation in shortcomings in providing adequate storage to ensure safe and reliable service to the community.

Respectfully submitted,



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*Attorneys for Applicant Limestone Water Utility
Operating Company, LLC*

DR 1-2 Revised - Exhibit 17

RULES, REGULATIONS AND TARIFFS

FOR

LIMESTONE WATER UOC, LLC

(Candlewood Lakes / Newport Resort)

1630 Des Peres Road, Suite 140

St. Louis, MO 63131

A. STATEMENT OF PURPOSE

The general purpose of these rules and regulations are:

1. To establish procedures for furnishing water services on uniform bases to customers within the service area boundary of the Candlewood Lakes and Newport Resort Service Areas.
2. To provide standards and procedures operation.
3. Establish rates and other charges.

B. DEFINITION OF TERMS

1. COMPANY: The word COMPANY shall mean Limestone Water UOC.
2. ENGINEER: The word ENGINEER shall mean the consulting engineer of the COMPANY.
3. CUSTOMER: The word CUSTOMER shall mean any person, firm, corporation, association, or government unit furnished services by the COMPANY.
4. PROPERTY: The word PROPERTY shall mean all facilities owned and operated by the COMPANY.
5. COMMISSION: The word COMMISSION shall mean Tennessee Public Service Commission.
6. WATER MAIN: The words WATER MAIN shall mean all lines and appurtenances, including valves, meters, and fittings required to transport water through and including the individual service meters.

B. DEFINITION OF TERMS CONT..

7. **WATER SERVICE LINE:** The words WATER SERVICE LINE shall mean those lines extending from the Customer's service meter to his place of business or residence.
8. **OWNER:** The word OWNER, whenever the same appears herein, means the person, firm, corporation or association having the sole interest in any premises or property which is, or is about to be supplied with services by the Company, and the word OWNERS means all so interested.
9. **TENANT:** The word TENANT, whenever the same appears herein means anyone occupying a premises or property under lease, oral or written, from the Owner and obtaining services from the Company with the consent of his landlord.
10. **CUSTOMER:** The word CUSTOMER as used herein shall mean the party contracting for services.

B. AUTHORIZATION OF RULES AND REGULATIONS:

The Company, which is organized and engaged in business as a public utility in the State of Tennessee under a Certificate of Convenience and necessity issued by the Tennessee Public Service Commission on Docket No. 21-00059, submits the following statement of its rules and regulations in compliance with Rule 602.2.

C. EFFECT OF RULES AND REGULATIONS:

All provisions of these rules and regulations shall be incorporated in each contract with each Customer of the Company.

D. UTILITY ITEMS ON PRIVATE PROPERTY:

The Company shall not furnish or maintain any items or appurtenances for services on the Customer's premise without execution of an agreement for an easement or encroachment. No property of the Company shall be located on the premises of Customers. The Building Sewer and water service line shall be maintained by the Customer.

E. APPLICATIONS FOR SERVICES:

All applications for services must be made on written forms provided by the Company. Upon acceptance thereof and payment to Company of any Commission-approved tap-on fee, such applications shall constitute a contract between the applicant as a Customer and the Company.

F. APPLICATIONS FOR SERVICES CONT.

A new application must be made upon any change in tenancy where the tenant has contracted for the services or by the new Owner upon any change in ownership where the Owner has contracted for services. Where more than one tenant is supplied through a meter, the application for the water service must be made by the Owner of the property.

When an application is made, the Company reserves the right to require a deposit in cash commensurate with the probable size of the applicant's bill for the purpose of establishing or maintaining any Customer's credit. Any such deposit so made shall be subject to such terms and conditions as may be required by order of regulation of the Tennessee Public Service Commission.

No contract for services will be entered into by the Company with any applicant until all arrears and charges due by such applicant for services to any premises then or theretofore owned or occupied by him shall have been paid.

G. RULES GOVERNING SERVICE:

When the supply of water is to be temporarily shut off, advance notice will be given by the Company when practicable to all Customers affected by the shutting off, stating the probable duration of the interruption of service.

The Company will not permit its mains or services to be connected on any premises with any service pipe or piping which is connected with any other source of supply. The Company will not permit its mains or services to be connected in any way to any piping, tank, vat or other apparatus which contains liquids, chemicals, or any other matter which may flow back into the Company's service lines or mains.

The Company undertakes to use reasonable care and diligence to provide a constant supply of water at a reasonable pressure but reserves the right at any time, without notice to shut off the water in its mains for the purpose of making repairs or extensions or for other purposes.

The Company shall not be liable for a deficiency or failure, regardless of cause, in the supply of water or in the pressure nor for any damage caused thereby or by the bursting or breaking of any main or service pipe or any attachment to the Company's property. All applicants having boilers upon their premises depending upon the pressure in the Company's pipes to keep them supplied are cautioned against danger of collapse, and all damage occasioned by any such collapse must be borne exclusively by the Customer.

The Company shall require all new Customers who desire both regular water service and fire protection to install separate service lines, one of which is to be used solely for private fire protection. The Company will not permit the use of water from separate fire protection lines except for the extinguishing of fires or fire drills.

The Company shall have the sole right to determine the size of meters, number of meters, valves, service line and connections necessary to give the service applied for.

G. RULES GOVERNING SERVICE CONT.

All applications for service connections must be made in writing on forms furnished by the Company by the person or parties desiring the same, must state the correct lot(s), block and street number of the property to be supplied, and must be signed by the Owner of the premises or his duly authorized agent.

A service line or building sewer shall not be used to supply more than a single property without the consent of the Company. The minimum earth cover of the Customer's service pipe installation shall be three (3) feet.

Service lines or building sewer shall not be installed where any portion must pass through lands, buildings or parts of buildings which are not the property of applicant, unless applicant assumes the liability therefor, in writing.

Meters will be maintained by the Company as far as ordinary wear and tear are concerned, but damage due to freezing hot water or external causes shall be paid for by the Customers (except for outside meter settings).

Rules and regulations regarding meter accuracy, meter testing and frequency of meter tests shall be as contained in the Tennessee Public Service Commission's Rules and Regulations Governing Public Utilities as from time to time revised.

No person other than a Company agent or employee shall take water from any fire hydrant except for fire fighting purposes, and no fire hydrant except for fire fighting purposes, and no fire hydrant shall be used for sprinkling streets, flushing sewers or gutters or for any other purpose except with the advance approval of the Company in writing.

Where water is to be used for steam boilers or other uses where a stoppage of water supply might cause damage, Customers are cautioned that it is impossible for the Company to guarantee a continuous supply of water and that the Customer should, therefore, arrange for adequate storage capacity.

Title to the main, service connections from the main up to and including the meter, stop cocks or valves, buffalo boxes, meters and meter installations is vested in the Company, and shall not be trespassed upon or interfered with in any way.

Curb stops shall not be used by the Customer for turning on or shutting off the water supply. Control of the water supply by the Customer shall be by means of a valve located on the property where the Customer is provided with water service.

Where two or more Customers are supplied through a single service pipe, any violation of the rules and regulations of the Company by either or any of such Customers shall be considered as a violation by all, and the Company may take such action as may be taken for a single Customer committing the violation.

All employees of the Company whose duty compels them to enter the Customer's premises shall, upon request, show their credentials or other evidence of authority.

G. RULES GOVERNING SERVICE CONT.,

If the Company finds that a meter seal or cover has been broken or any bypass inserted or there is evidence that the meter or meter seal or cover has been tampered with, the water will be shut off and not turned on again until the Customer has paid for the estimated quantity of water which has been used for the preceding four (4) month period and not registered plus the cost to restore the meter to proper working order and other expense incurred by the Company, plus the reconnection fee hereinabove specified.

It is specifically understood that the Company does not hold itself out to render private fire protection service.

The Company does not hold itself out to furnish public fire protection service.

Automatic lawn sprinklers or sprays or other attachments requiring large quantities of water will be permitted only when water is furnished by meter measurement. The Company reserves the right to restrict lawn sprinkling by Customers whenever in its judgment there is not an adequate supply of water available for such purposes.

A supply of water for construction or other special purposes must be applied for in writing, and the Company reserves the right to require a suitable deposit from the applicant. Water so supplied shall be discharged through a hose or pipe directly upon the material to be wet or into a barrel or other container and not upon the ground or into or through a ditch or trench, and all use of water by other than the applicant or for any purposes or upon any premises not described or stated in the application must be prevented by the applicant.

H. BILLS AND PAYMENT OF SERVICES:

Customers are liable for payment for all water used on the premises or property until notice has been received at the Company's office that the use of water is no longer desired. Customers are liable for all water shown to have passed through the meter whether by use, wastage or leakage.

A Customer's bill will not be considered past due unless it remains unpaid subsequent to the due date printed on the bill. This due date will be twenty-one (21) days after the bill is mailed.

H. BILLS AND PAYMENT OF SERVICES CONT.

Bills for metered service shall be rendered monthly unless otherwise specified in the rate schedule then in effect, and shall show the readings of the meter at the beginning and end of the period for which the bill is rendered as well as consumption for the period.

Bills for water service will be mailed or delivered to the Customer's last address as shown by the records of the Company when due, but failure to receive a bill will not relieve the Customer from the obligation to pay the same. All bills and other accounts must be paid at the office of the Company.

In case the meter cannot be read for any cause, the Company will require a payment of account equal to the estimated bill for the period involved.

In cases where for any cause the meter cannot be read for a period of two (2) billing periods, the Company will turn off the water upon (5) days written notice (8 days, if mailed) unless the Customer provides access to the meter immediately.

Where a meter has ceased to register or is registering improperly, the quantity of water for which the bill will be rendered will be determined by the average registration of the meter for the prior three (3) billing periods.

I. DISCONTINUANCE OF SERVICE:

Service under any application may be discontinued for the following reasons:

1. Non-payment of bill as herein set forth.
2. For misrepresentation in the application.
3. For adding to the Property or fixtures without notice to the Company.
4. For failure to protect the connections, service lines or fixtures in good order.
5. For molesting any service pipes or any property of the Company in any way whatsoever.
6. Vacancy of premises.
7. For violation of any rules of the Company as filed with the Commission.
8. For disconnecting or reconnecting service by any party other than a duly authorized agent of the Company without the consent of the Company.
9. For discharge of high strength or toxic effluent without pre-treatment.
10. For waste of water due to leakage.

I. DISCONTINUANCE OF SERVICE CONT.:

11. For cross-connecting the Company's supply with any other source of supply, or with any apparatus which may endanger the quality or health standard of the Company's water supply.

If a Customer whose service has been discontinued for non-payment of bills or for violation of the rules and regulations of the Company desires a reconnection, such reconnection will only be made after the Customer:

- (a) has made a deposit to insure future payment of bills (in cases only where no deposit was originally made or where such deposit has been applied to payment of the Customer's delinquent account);
- (b) has paid all unpaid bills and other charges;
- (c) had paid a reconnection fee;
- (d) and has corrected any condition found objectionable under rules and regulations of the company.

J. SECURITY DEPOSITS:

Each new Customer, before connection or reconnection of the service, may be required to make a refundable deposit to secure payment of Customer. Interest of six percent (6%) will be paid on any such refundable deposit. Deposits shall be refunded when service is terminated, unless the deposit is used to satisfy last bill requirements.

K. ENGINEERING, MATERIALS, AND CONSTRUCTION STANDARDS:

All sewerage systems added to the Company system shall meet the Company Requirements.

A prospective Customer shall submit one (1) copy of a preliminary plan of any proposed service system to the Engineer.

Upon approval of the preliminary plans, a prospective Customer shall submit three (3) copies of a final set of plans to the Engineer.

The final plans shall contain a note that all construction is to conform to the technical specifications of the company.

A set of final plans with the approval stamp of the Engineer shall be present at the site of the construction at all times during construction.

One set of "As-Built" plans shall be submitted to the Engineer and one to the Company upon completion.

The Company shall be given 24 hours notice of construction in order to provide adequate inspection.

Candlewood Lakes Service Area

SCHEDULE OF RATES & CHARGES

Monthly Water Service:

Flat Charge	\$40
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Service Connection Charges:	\$500.00
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Miscellaneous Charges:

Late Fee	\$5.00
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Reconnect Fee	\$35.00
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Disconnect Fee	\$35.00
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Newport Resort Service Area

SCHEDULE OF RATES & CHARGES

Monthly Water Service:

Minimum Charge (Includes 2,000 gallons)	\$12.00
Next 3,000 Gallons	\$7.00 per 1,000 gallons
Next 5,000 Gallons	\$3.25 per 1,000 gallons
Next 10,000 Gallons and Over	\$3.00 per 1,000 gallons

Miscellaneous Charges:

Reconnect Charge	\$20.00
Disconnect Charge	\$10.00

DR 1-4 – Exhibit 26 - Final



LIMESTONE WATER

Utility Operating Company

A CSWR Managed Utility

June 25, 2024

Dear Current Customer of Newport Resort Water System,

Limestone Water Utility Operating Company, LLC. (Limestone Water) and Newport Resort Water System (Newport) have filed a joint application with the Tennessee Public Utility Commission (TPUC) seeking Commission authorization for Newport to sell to Limestone Water its sewer system assets. Newport is currently serving approximately 55 connections in Rhea County.

If the proposal is approved by the TPUC, Limestone Water be subject to the jurisdiction of the TPUC in the following service areas:

- Newport Resort Water System

Limestone Water proposes to adopt the existing rate structure for all customers.

After completing the proposed acquisition of these service areas, Limestone Water plans to construct numerous improvements to the systems to address degradation due to age and environmental compliance issues.

Those wishing to comment should contact the TN Public Utility Commission at:

502 Deaderick Street
4th Floor
Nashville, TN 37243
(800) 342-8359
675-747-2904
contact.tpuc@tn.gov

Refer to TPUC Docket Number 24-00034 in all correspondence.

If you have questions, please contact Limestone Water at 314-736-4672 or the above public office of the Tennessee Public Utility Commission.

Sincerely,

Josiah Cox

Limestone Utility Operating Company, LLC

PUBLIC VERSION

DR 1-8 - Newport Resort Water System - Eng Memo

**BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION
NASHVILLE, TENNESSEE**

IN RE:

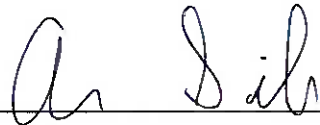
**JOINT APPLICATION OF
LIMESTONE WATER UTILITY
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BRIDGET J. WILLHITE, AS
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DOCKET NO. 24-00034

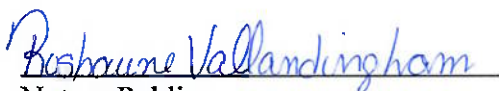
VERIFICATION

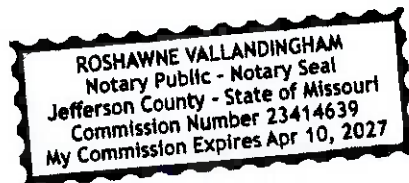
STATE OF MISSOURI)
COUNTY OF ST. LOUIS)

I, Aaron Silas, being duly sworn, state that I am authorized to testify on behalf of Limestone Water Utility Operating Company, LLC, in the above-referenced docket, that if present before the Commission and duly sworn, verifies that the data requests and discovery responses are accurate to the best of my knowledge.



Sworn to and subscribed before me
this 26th day of JUNE, 2024.


Notary Public



My Commission expires: 04-10-2027

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served via U.S. Mail or electronic mail upon:

Shilina B. Brown, Esq.
Assistant Attorney General
Office of the Tennessee Attorney General
Consumer Advocate Division
P.O. Box 20207
Nashville, TN 37202-0207
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Victoria B. Glover, Esq.
Assistant Attorney General
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Victoria.Glover@ag.tn.gov

This the 26th day of June 2024.



Katherine Barnes