
**IN RE: THE HONORABLE JOHN A. BELL
JUDGE, GENERAL SESSIONS COURT
COCKE COUNTY, TENNESSEE**

DOCKET NO. M2008-00932-CJ-CJ-CJ

**Complainant: Dan Metcalf
File No. 06-2741**

STATEMENT OF UNDISPUTED MATERIAL FACTS

NOW INTO COURT comes the Honorable John A. Bell, Judge, General Sessions Court, Cocke County, Tennessee (“Judge Bell”), pursuant to Rule 56.03 of the Tennessee Rules of Civil Procedure, and submits this Statement of Undisputed Material Facts Memorandum in Support of the foregoing Motion for Summary Judgment, which demonstrates the lack of genuine issues of material fact for trial on any of the four (4) counts listed in the Formal Charges and that each of the four (4) counts listed in the Formal Charges are unfounded, entitling Judge Bell to judgment as a matter of law.

Attached hereto are the following Exhibits referenced herein:

Exhibit 1 – Affidavit of Director of Court Services Jennifer Shelton;

Exhibit 2 – Affidavit of Mayor Iliff McMahan;

Exhibit 3 – Affidavit of County Attorney Fletcher Irvin;

Exhibit 4 – Affidavit of Tommy Large;

Exhibit 5 – Affidavit of Lucian T. Pera;

Exhibit 6 – Pastor Steven J. Downard; and

Exhibit 7 – Deposition of James T. LaRue.

I. UNDISPUTED MATERIAL FACTS RELATED TO USE OF EAST TENNESSEE PROBATION, INC. FOR PROBATION SERVICES

1. In September 1998, Judge Bell took office as the General Sessions and Juvenile Court Judge for Cocke County. (Affidavit of Jennifer Shelton, ¶9).

2. In the late summer or early fall of 2006, Judge John Bell asked Fletcher Irvin, duly appointed County Attorney for Cocke County, to arrange a meeting with the County Mayor for Cocke County, Iliff McMahan, Jr. (Affidavit of Iliff McMahan, Jr., ¶5; Affidavit of Fletcher Irvin, ¶4).

3. Mayor McMahan met with Judge Bell and County Attorney Irvin in Mayor McMahan's office on October 2, 2006. (Affidavit of Iliff McMahan, Jr., ¶5; Affidavit of Fletcher Irvin, ¶4).

4. At that meeting, according to Mayor McMahan and County Attorney Irvin, Judge Bell informed County Attorney Irvin and Mayor McMahan of a recent change in state law which he said prevented him from selecting the court services in Cocke County General Sessions Court. (Affidavit of Iliff McMahan, Jr., ¶6).

5. Specifically, Judge Bell stated that Cocke County must take action to come into compliance with TCA §37-1-120. (Affidavit of Fletcher Irvin, ¶4). To that end, Judge Bell produced a proposed "memorandum of agreement" between the County Mayor and himself as General Sessions and Juvenile Judge. This document was discussed by Mayor McMahan, County Attorney Irvin, and Judge Bell, along with possible alternatives. (Affidavit of Fletcher Irvin, ¶4). The proposed memorandum of agreement created a new office within the office of the County Mayor – Director of Court Services – and Judge Bell proposed that Jennifer Shelton, Youth Services Officer

of the Juvenile Court¹, be appointed as Director of Court Services, without additional compensation. (Affidavit of Fletcher Irvin, ¶4; Affidavit of Iliff McMahan, Jr., ¶8; Affidavit of Jennifer Shelton, ¶14).

6. Mayor McMahan made clear that Cocke County had just recently passed a budget with no tax increase and that creating a “new job” was not an option. (Affidavit of Iliff McMahan, Jr., ¶7).

7. Mayor McMahan objected to the last sentence of paragraph two of the proposed memorandum of agreement because he perceived an argument could be made that the position of Director of Court Services had been made a paying position by his signing the memorandum of agreement, which the County would be required to fund as part of its annual budget. (Affidavit of Fletcher Irvin, ¶5).

8. Mayor McMahan did not want to create a situation where Ms. Shelton might use her additional duties to seek a pay increase, especially since she had recently received an \$8,000 salary increase. (Affidavit of Iliff McMahan, Jr., ¶9).

9. County Attorney Irvin therefore told Mayor McMahan that he was comfortable with the “memorandum of agreement” which had been re-drafted, and that it was “legal.” (Affidavit of Iliff McMahan, Jr., ¶11).

¹In October 1991, Ms. Shelton was hired by the Juvenile Court for Cocke County as a Youth Services Officer by Marcus Moonyham. She was responsible for handling juvenile probation for the county. The Department of Children Services (DCS) was responsible for handling juvenile probation for the State. (Affidavit of Jennifer Shelton, ¶6).

10. With the deletion of the sentence that Mayor McMahan was uncomfortable with, the Mayor consented to the amended memorandum of agreement. (Affidavit of Fletcher Irvin, ¶5).

11. In Mayor McMahan's view, the "memorandum of agreement" would provide an administrative solution to a change in the law and would merely create additional duties for Ms. Shelton, but would not result in any additional income for her. (Affidavit of Iliff McMahan, Jr., ¶9; Affidavit of Jennifer Shelton, ¶15).

12. The Memorandum of Agreement was signed by the County Mayor and Judge Bell, with an effective date of September 1, 2006. (Affidavit of Fletcher Irvin, ¶6; Affidavit of Iliff McMahan, Jr., ¶12).²

13. There was no discussion of East Tennessee Probation, Inc. or "politics" among Mayor McMahan, Judge Bell, or County Attorney Irvin during the conference in the Mayor's Office on October 2, 2006, nor was such a discussion held at any time thereafter. (Affidavit of Fletcher Irvin, ¶7; Affidavit of Iliff McMahan, Jr., ¶13). Nor were "probation" or "probation services" discussed during any meeting between Mayor McMahan, Judge Bell, and County Attorney Irvin. (Affidavit of Iliff McMahan, Jr., ¶13).

14. Under the "memorandum of agreement," the Director of Court Services is given the discretion to select whichever probation services company she believes is

²McMahan did not meet with Judge Bell concerning the "memorandum of agreement" issue outside the presence of County Attorney Irvin. (Affidavit of Iliff McMahan, Jr., ¶17).

qualified to handle those services in General Sessions Court, and may invite other companies to provide services to that court. (Affidavit of Iliff McMahan, Jr., ¶14).³

15. Ms. Shelton was appointed Director of Court Services by the memorandum of agreement. Ms. Shelton knew nothing of the creation of this position in advance, nor did she know that she had been selected for the position. (Affidavit of Jennifer Shelton, ¶14).

16. Tommy Large is the incorporator of East Tennessee Probation, Inc., a licensed Tennessee probation services company, Tennessee License No. 00000017. The company is licensed to provide probation services only in Cocke County, Tennessee. (Affidavit of Tommy Large, ¶3).

17. Large previously worked as a probation officer for East Tennessee Human Resource Agency, Inc. ("ETHRA") (Affidavit of Tommy Large, ¶5), but left ETHRA in or about December 1999 and started East Tennessee Probation, Inc. (Affidavit of Jennifer Shelton, ¶10).

18. Judge Bell was not involved in Large's decision to start East Tennessee Probation, Inc. (Affidavit of Tommy Large, ¶6).

19. East Tennessee Probation, Inc. was and is the only licensed probation services company in General Sessions Court in Cocke County. (Affidavit of Jennifer Shelton, ¶16).

20. Mayor McMahan asked Ms. Shelton why she did not use ETHRA for probation services and she responded that she could not find where they were licensed to

³Decisions regarding the use of a "driving school" or "GPS" were left to the discretion of the Director of Court Services. (Affidavit of Iliff McMahan, Jr., ¶16).

provide probation services in Cocke County for adult misdemeanor defendants. (Affidavit of Jennifer Shelton, ¶16).

21. The County does not have a written contract with either East Tennessee Probation, Inc. or ETHRA. (Affidavit of Jennifer Shelton, ¶22; Affidavit of Iliff McMahan, Jr., ¶15).

22. No one instructed Ms. Shelton to use a particular probation service, including East Tennessee Probation, Inc., in her job as Director of Court Services Officer. (Affidavit of Jennifer Shelton, ¶17).

23. Ms. Shelton has never felt any pressure from anyone, including Judge Bell, to use East Tennessee Probation, Inc. (Affidavit of Jennifer Shelton, ¶18).

24. No one implied that Ms. Shelton should use East Tennessee Probation, Inc. As Director of Court Services. (Affidavit of Jennifer Shelton, ¶19).

25. Ms. Shelton has never witnessed, nor does she have any knowledge of, favors, gifts, or related promises between Large and Judge Bell. (Affidavit of Jennifer Shelton, ¶13). Ms. Shelton stated that she has never witnessed and have no knowledge of any immoral, illegal, or unethical conduct on the part of Judge Bell. (Affidavit of Jennifer Shelton, ¶24).

26. Since 2006, Judge Bell has introduced Ms. Shelton to one other probation services company that provided probation services to other counties, and made informed her that it was her decision alone whether to hire a probation company. (Affidavit of Jennifer Shelton, ¶23).

27. Large never asked Judge Bell for any favors for himself or for East Tennessee Probation, Inc. which was in any way related to either East Tennessee Probation, Inc. or the defendants serviced by East Tennessee Probation, Inc. (Affidavit of Tommy Large, ¶7).

28. Large has neither offered nor paid Judge Bell, directly or indirectly, any remuneration for anything related to East Tennessee Probation, Inc.'s provision of probation services in General Sessions Court.

29. Large has never received nor accepted any such monies from Judge Bell, either directly or indirectly. (Affidavit of Tommy Large, ¶8).

30. As a probation services offer, Large sits in the courtroom during criminal proceedings. This is not unusual, since it is necessary for an agent of the probation services company to be present in court when a defendant is sentenced to probation. Ms. Shelton states that Large sits in court at the same location as every previous probation services officer has sat, and in the same place probation officers sat when the previous General Sessions Court Judge was on the bench. (Affidavit of Jennifer Shelton, ¶21).

II. UNDISPUTED MATERIAL FACTS RELATED TO JUDGE BELL'S RELATIONSHIP WITH TOMMY LARGE

31. Large is married to Judge Bell's wife's sister. (Affidavit of Tommy Large, ¶4).

32. Jennifer Shelton knew that Large was the brother-in-law of Judge Bell's wife. (Affidavit of Jennifer Shelton, ¶12).

III. UNDISPUTED MATERIAL FACTS RELATED TO THREAT OF CONTEMPT BY JUDGE BELL

33. Lucian T. Pera, a Tennessee attorney whose experience includes practice as an attorney at Adams & Reese LLP, an instructor and author in the field of legal ethics, service on bar association committees whose work is related to legal ethics, including the Tennessee Bar Association Standing Committee on Ethics and Professional Responsibility and the American Bar Association (“ABA”) Special Commission on the Evaluation of the Rules of Professional Conduct, has provided his legal analysis and opinion related to the complaint by Dan Metcalf. (Affidavit of Lucian T. Pera, ¶¶1-9).

34. After reviewing the complaint, transcript, and correspondence, Mr. Pera opines that “Judge Bell did not violate Tennessee law in warning Mr. Metcalf regarding the contemptuous nature of his conduct and speech.” (Affidavit of Lucian T. Pera, ¶11).

35. “Bell’s actions did not violate Tennessee law; rather, they followed an appropriate practice identified by other courts. Mr. Metcalf’s conduct and speech in the courthouse on February 6, 2006, could be seen by a judge in Judge Bell’s position, acting reasonably, to fall within the category of conduct that Tennessee contempt law aims to prohibit.” (Affidavit of Lucian T. Pera, ¶12).

36. “In my opinion, Judge Bell’s response to Mr. Metcalf appears to have been, if anything, restrained and temperate. Rather than attempting to hold Mr. Metcalf in contempt, and rather than then instituting a charge of indirect criminal contempt, Judge Bell instead merely warned Mr. Metcalf, on the record, that his actions could be construed as contempt and warned Mr. Metcalf that, if he continued in his course of conduct, Judge Bell would follow the course of action laid out in Rule 42(b). As stated

in my December 2006 letter, I am aware of no authority condemning the practice of issuing such a warning.” (Affidavit of Lucian T. Pera, ¶13).

IV. UNDISPUTED MATERIAL FACTS RELATED TO \$100 GIFT FROM GRACE MISSIONARY BAPTIST CHURCH

37. Steven J. Downard currently serves as Pastor of Grace Missionary Baptist Church in Newport, Tennessee and has been Pastor there since April 10, 2007. (Affidavit of Steven J. Downard, ¶3). Prior to serving as Pastor, Pastor Downard was Associate Pastor of Grace Missionary Baptist Church. (Affidavit of Steven J. Downard, ¶4).

38. Pastor Downard has reviewed the ledger and/or records of Grace Missionary Baptist Church, which reveal that in March 2004, Judge Bell spoke at Grace Missionary Baptist Church and was presented with a \$100 "love gift" for speaking. Specifically, the church ledger provides the following itemization for that gift: "Speaker John Bell -- \$100.00." (Affidavit of Steven J. Downard, ¶6).

39. According to Pastor Downard, such gifts are presented by the church to any speaker. (Affidavit of Steven J. Downard, ¶7).

40. In February 2008, the Court of Judiciary's investigator showed up at the church and requested information about the \$100 gift to Judge Bell in March 2004. Pastor Downard explained to the investigator that the \$100 check was a "love gift" to Judge Bell. Although the investigator asked for Pastor Downard to locate additional information and indicated he would "call back," he did not. (Affidavit of Steven J. Downard,, ¶8).

V. UNDISPUTED MATERIAL FACTS RELATED TO COURT OF JUDICIARY'S INVESTIGATION OF COMPLAINT

41. Mr. James T. LaRue is a contract investigator for Court of Judiciary. (LaRue Dep. p. 11).

42. Mr. LaRue was assigned by Disciplinary Counsel to investigate Judge Bell and was provided with a copy of the complaint by Dan Metcalf. (LaRue Dep. p. 13). He was the only investigator to work on this matter for the Court of Judiciary. (LaRue Dep. p. 24).

43. This was the third case Mr. LaRue was assigned to by the Court of Judiciary. (LaRue Dep. pp. 12-13).

44. LaRue testified that "the focus" of his investigation was "Judge Bell's relationship with Mr. Large and any connection that may have resulted from their kinship and business relationship." (LaRue Dep. p 57-58)

45. Mr. LaRue was instructed by Disciplinary Counsel "to go up to Newport, make contact with individuals, obtain statements from them regarding the complaint of Metcalf and any other issues that may occur, having formerly told me there were several previous complaints against Judge Bell." (LaRue Dep. p. 13).

46. Mr. LaRue was not advised by Disciplinary Counsel about any previous complaints against Judge Bell or the fact that those previous complaints had been dismissed. (LaRue Dep. pp. 13-14).

47. Mr. LaRue was not advised by Disciplinary Counsel that a previous complaint had concerned Dan Metcalf. (LaRue Dep. p. 14).

48. Mr. LaRue was furnished a letter by Disciplinary Counsel from Mr. Michael McCarter which said that Mr. McCarter was a former jail administrator and friend of Judge Bell whose relationship with Judge Bell “deteriorated to the point that McCarter left his job as jail administrator.” (LaRue Dep. p. 15).

49. Mr. LaRue stated, “McCarter[‘s] issues with Judge Bell are well-known in the county” (LaRue Dep. p. 20), and described those issues as “[t]hat they have had disagreement and McCarter feels like Judge Bell is responsible for him being ousted from the county where he was employed.” (LaRue Dep. p. 21). Mr. LaRue also agreed that “there are personal and extreme differences between Judge Bell and Michael McCarter,” according to McCarter. (LaRue Dep. p. 29).

50. Mr. McCarter provided Mr. LaRue with “a raft of documents.” (LaRue Dep. p. 27).

51. While Mr. LaRue interviewed Circuit Court Judges Rex Henry Ogle and Ben Hooper, and both expressed concern about increased caseloads in Circuit Court, neither said or implied that Judge Bell was doing anything wrong concerning his court docket. (LaRue Dep. pp. 35-36).

52. Mr. LaRue interviewed Mr. Gordon Acuff, of East Tennessee Human Resource Agency (“ETHRA”), who did not allege that Judge Bell was doing or had done anything illegal in choosing East Tennessee Probation, Inc. over ETHRA, nor did he have any knowledge that Judge Bell had done anything improper in that regard from 1999-2006. (LaRue Dep. pp. 47-48).

53. Judge Bell’s political rival, Mr. Marcus Moonyham, told Mr. LaRue that he “thought Judge Bell’s association with East Tennessee Probation is improper,” saying

that “citizens of Cocke County were continually being put on probation, violate it, and then probation is extended, and then extended, and then violated and extended again, and the purpose of that was to be monetary.” (LaRue Dep. pp. 56-57).

54. Mr. LaRue testified that Mr. Moonyham “mentioned some specific cases,” but Mr. LaRue could not recall them, and did not investigate those specific cases. (LaRue Dep. p. 57).

55. Mr. LaRue agreed that he had never “furnished anyone any information that Judge John Bell has done anything illegal concerning East Tennessee Probationary Services.” (LaRue Dep. pp. 59-60).

56. When asked if Keith Haas, the public defender in Cocke County, had seen anything improper about Judge Bell’s decision-making process concerning East Tennessee Probation, Inc., Mr. LaRue candidly testified that Mr. Haas “and the attorney generals all told me they respected Judge Bell’s decisions in the court and supported his judge decisions.” (LaRue Dep. p. 60).

57. Insofar as the courtroom seating arrangements go, Mr. LaRue testified that he had visited Judge Bell’s courtroom, and that Mr. Large sits to the right of Judge Bell, but that other clerks also sit close to Judge Bell as well. Mr. LaRue testified that it was “a confined area” or “small area” and that he had ever been to any other courthouses with the same type of configuration, and that it was an unusual courthouse appearance. (LaRue Dep. pp. 62-64).

58. Probation officers in other courtrooms are “[u]sually to the front and the right of the sessions judge who is holding court,” “[i]nside the bar. Off the bench. In the front right.” (LaRue Dep. pp. 62-64).

59. Asked if he ever learned that Mr. Large sat in the same position, in same location, as every other probation services officer has sat when – “even when Judge Moonyham was on the bench,” Mr. LaRue replied in fact they had all sat in the same place. (LaRue Dep. pp. 93-94).

60. When asked if he had “any information that Judge John Bell created an artificial barrier for his continued utilization of East Tennessee Probation Services as the exclusive probation provider for Cocke County, Tennessee General Sessions Court,” Mr. LaRue responded that he did, and testified that the information is “derived from a letter of – a memorandum that created the director of court services position, which was agreed by Iliff McMahan and Judge Bell.” (LaRue Dep. p. 66-67).

61. Contrary to Mayor McMahan’s sworn affidavit, Mr. LaRue testified that “in the opinion” of Mayor McMahan, the memorandum of agreement was prepared “in order to create that barrier so that public opinion would be satisfied and East Tennessee Probation would remain as the probation provider for general sessions court.” (LaRue Dep. p. 66-67).

62. When asked whether Mayor McMahan was the sole witness he had in alleging that Judge Bell created this artificial barrier, Mr. LaRue could not identify a single witness, but instead testified that “[t]here are several other people *who are under that impression.*” (LaRue Dep. pp. 66-68).

63. For instance, Mr. LaRue mentioned Ms. Ann Williams, who according to him expressed concern “because there was a significant raise to Jennifer Shelton’s salary” and that “there were no additional duties involved in the new position.” (LaRue Dep. pp. 66-68).

64. When asked if he had “any information that Judge Bell had anything to do with the \$8,000 raise that Jennifer Shelton received,” Mr. LaRue testified that “Judge Bell presented the issue to the finance committee and represented it at the county legislative board meeting that it was necessary that they grant the raise in order for Jennifer Shelton to be retained in her position.” Otherwise she was going to leave and become Judge Ogle's secretary. Mr. LaRue agreed that the CLB wanted to keep her. (LaRue Dep. pp. 68-69).

65. Mr. LaRue was unsure that this was in advance of the memorandum of understanding. (LaRue Dep. pp. 68-69).

66. Mr. LaRue stated that it “was implied” that Mayor McMahan had requested a legal opinion from County Attorney Irvin before he would sign the memorandum of agreement, that County Attorney Irvin had found the document to be acceptable and told Mayor McMahan that it was all right to sign it, and that Mayor McMahan signed it. (LaRue Dep. p. 72).

67. Mr. LaRue testified that he believed that County Attorney Irvin “furnished the best advice possible, and I know of no illegality that occurred.” (LaRue Dep. p. 74).

68. When asked if he could identify any witness who could take the stand and say that Judge Bell allowed family relationships to influence his judicial conduct, Mr. LaRue responded with the names of Michael McCarter, Marcus Moonyham, and Dan Metcalf. When pressed further, Mr. LaRue also referred to a woman named Debra Tracy, who he described as “a Cocke County/Newport resident who had an action in Judge Bell's court that dissatisfied her.” (LaRue Dep. pp. 74-75).

69. According to Mr. LaRue, Ms. Tracy had been convicted by Judge Bell of contempt. (LaRue Dep. pp. 74-75). Mr. LaRue could not recall whether she was placed on probation or not, but did testify that it had “[h]ad nothing to do with East Tennessee Probation.” (LaRue Dep. pp. 76-77).

70. Incidentally, Ms. Tracy had talked to Mr. Metcalf, “who suggested that she call” LaRue. (LaRue Dep. p. 83).

71. When asked about the allegations that Judge Bell had received money from Grace Missionary Baptist Church, Mr. LaRue testified that he “was told that Judge Bell had made a practice prior to the last election of touring about the counties, giving his testimony and an account of his service to the United States Army and that he had received income from this. And so I informed Judge Daniel about this. And he said -- he advised me of the requirement of judges to report such income and suggested that I follow up with people around the county, institutions around the county, to determine if Judge Bell had received any income from those speaking engagements.” (LaRue Dep. p. 85).

72. When asked to identify who had told him that Judge Bell had done this, Mr. LaRue replied “Marcus Moonyham.” (LaRue Dep. p. 85).

73. Mr. LaRue was then questioned about which churches he had visited to investigate those allegations, and replied “I think I went to all the churches in Newport,” and that although there were “a lot” of churches in Newport, he found “no evidence that Judge Bell received any checks from any other church.” (LaRue Dep. pp. 87-90).

74. And although Mr. LaRue testified that he had numerous “statements” that Judge Bell had received “cash” at other churches, Mr. LaRue had no information of the

amounts of cash purportedly given to Judge Bell, and had scarce information regarding the names of any witnesses who would testify to that affect. (LaRue Dep. pp. 87-92).

75. The money from Grace Missionary Baptist was in the form of a check. (LaRue Dep. pp. 91-92).

76. Mr. LaRue conceded that Mr. McCarter has “strong personal differences with Judge Bell.” (LaRue Dep. p. 78). “I don't think there is any doubt about Michael McCarter having an ax to grind in the matter. . . .” (LaRue Dep. p. 92).

77. Mr. LaRue also conceded that Mr. Moonyham was the person that Judge Bell had beaten in the election. (LaRue Dep. p. 78).

78. As for Dan Metcalf, Mr. LaRue admitted that Mr. Metcalf had no facts whatsoever to support his allegations that Judge Bell had in any way enriched himself by using East Tennessee Probation, Inc. Rather, this was merely an “opinion” offered up by Mr. Metcalf. (LaRue Dep. p. 79).

79. Mr. LaRue acknowledged that Mr. Metcalf had contacted him on several occasions and attempted to provide information, gossip, things like that, most of which he had not recorded. (LaRue Dep. p. 83).

80. When asked how Mr. Metcalf had gotten his name, Mr. LaRue stated that he assumed Mr. Metcalf “got it from Mr. Moonyham.” (LaRue Dep. p. 83).

81. When asked whether he believed Mr. Metcalf or Mr. Moonyham to be “impartial observers,” Mr. LaRue frankly testified that they were “[t]hey're adversarial.” (LaRue Dep. p. 92).

82. When Mr. LaRue was asked whether Mr. McCarter or Mr. Moonyham provided him any facts “that they had personal knowledge of concerning Judge Bell's

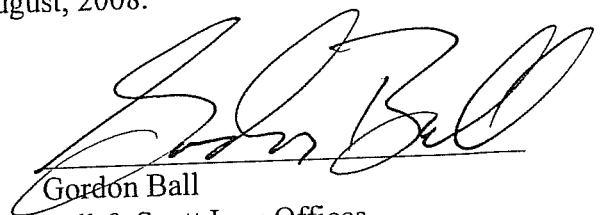
family relationships which would influence his judicial conduct or which had influenced,” Mr. LaRue responded that they had “[o]nly allegations” and agreed that it was “fair” to say that “all three of those [Metcalf, McCarter, and Moonyham] have just given their opinions. (LaRue Dep. pp. 97-98).

83. Mr. LaRue was asked what the “definition of ‘nepotism’ is, and replied that “[n]epotism” would be the operation of a – an operation that would benefit a person's relations, close relations, distance relations. I suppose the term “nepotism” is fairly vague.” He further responded that the prohibited relationship would be that of a “family member” (LaRue Dep. p. 98).

84. Mr. LaRue testified that he had failed to learn, through his investigation, that in a previous complaint against Judge Bell, it had been determined that no “improper family relationship between Tommy Large and John Bell” existed. (LaRue Dep. p. 98).

85. In fact, Mr. LaRue testified that he did not know “the exact family relationship between John Bell and Tommy Large” and had “never questioned Judge Bell nor Tommy Large about that.” He had, however, “received information that has told me that Mr. Large and Judge Bell are brothers-in-law.” (LaRue Dep. pp. 98-99).

Respectfully submitted, this 25th day of August, 2008.



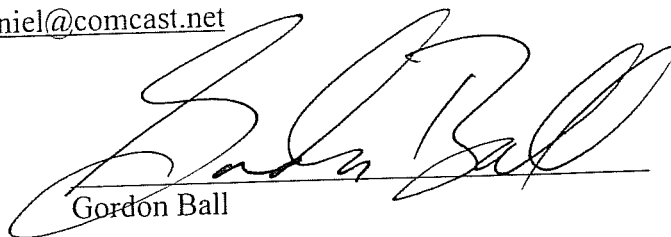
Gordon Ball
Ball & Scott Law Offices
550 W. Main Street, Suite 601
Knoxville, TN 37902
Telephone: (865) 525-7028

CERTIFICATE OF SERVICE

A copy of the foregoing was served upon the following via Electronic Mail and U.S. Mail, first class postage prepaid:

Joseph S. Daniel
Disciplinary Counsel
503 North Maple Street
Murfreesboro, Tennessee 37130
tlawdaniel@comcast.net

This 25th day of August, 2008.



Gordon Ball