

The POA delays our seeing any further documents, as required by the lawsuit, from

May 26th to July 6th by requiring that we pay an hourly rate to continue our inspections!

A. The POA is delaying the process of obtaining invoices by:

- a. The time delay between asking for invoices and obtaining them for review is unconscionable. We were told to request invoices in groups of about 12 at a time. After making a request for the first group, we were to wait until those invoices were received before asking for any additional groups of invoices.
- b. It takes hours to obtain any invoices, i.e.,
 - i. On May 12th we asked for approximately 15 invoices and it took approximately 45 minutes to obtain these documents.
 - ii. On May 26th we asked for 10 invoices at 9:09 am. These 10 invoices were not received until 9:47 am, a 38 minute delay.
 - iii. We then immediately asked for an additional 11 invoices and they were not received until 10:51 am, a delay of 1 hour and 4 minutes.
 - iv. Expecting the next request to take until the required break at 12:00 noon, we requested an additional 24 invoices at 11:00 am and asked if they could be available at 2:00 pm when we were scheduled to resume our review. We were then told that we were expected to be in the office during the time it takes to pull any invoices Mr. Hunt stated that we “needed to experience the pain the POA was going through and our time waiting equaled that pain.” Those invoices were obtained at 2:00 pm
 - v. We are required to write down any questions we have, regarding any information obtained, documents that were missing and/or process change, and the POA will formally respond, in writing, sometime after the questions are proposed. On May 12th both Dan & I submitted our questions with C. Hunt responding to my request on May 25th and received on May 29th.
 - vi. Dan’s requested a process change, allowing him to go to the invoices files and, under POA supervision, review invoices in place, thereby saving time for both the POA and us. By letter dated May 26th, Mr. Blazer denied this request citing “the POA’s continuing obligation to maintain the safety and security of its records and documents.” He further stated that the process currently being used had been established by agreement of the parties to pending litigation and “has been embodied in a pending court order.”
 - vii. We were informed by Mr. Hunt that any future meetings would have a charge of \$60.00/hr for the time spent by him, at \$30.00/hr, and two staff employees at \$15.00/hr each.

It took until July 6, 2010, 45 days, after the pronouncement on May 26, 2010, by Mr. Hunt, that we had to pay an hourly rate to see any further documents to resolve this issue with the POA’s Attorney.

-----Original Message-----

From: danhutcherson@aol.com

To: chunt@tvpoa.org

Sent: Wed, Jul 7, 2010 8:39 pm

Subject: Fwd: Hutcherson and Anklin v. TVPOA

Below is an e-mail which our attorney, Scott McCluen, received from the TVPOA attorney, Kevin Stevens. As you can see from the content of this e-mail, I am to be allowed to review additional invoices without being charged for any staff time to retrieve the documents or to monitor my review of said documents. Due to other pending personal matters I will not be able to continue this review until sometime after July 20th. I will be in touch with you at that time to arrange for a mutually agreeable time to continue the review process. Thank you for your cooperation in this matter.

Dan Hutcherson

-----Original Message-----

From: Scott McCluen <smccluen@comcast.net>

To: rtanklin@yahoo.com; danhutcherson@aol.com

Sent: Tue, Jul 6, 2010 2:13 pm

Subject: FW: Hutcherson and Anklin v. TVPOA

Give me a call when you can.

Scott

From: Kevin C. Stevens [<mailto:kstevens@KMFPC.com>]

Sent: Tuesday, July 06, 2010 12:43 PM

To: smccluen@comcast.net

Subject: Hutcherson and Anklin v. TVPOA

Scott:

I am writing to follow up on our conversation this morning. You expressed some concerns regarding the document inspection process established under the Court's Order. I will clarify my client's position on the issues that you raised. Be advised that my comments in this e-mail are only directed to matters related to the inspection of the TVPOA documents that are covered under the particular document requests that are the subject of the pending litigation. With regard to such documents only, my client confirms as follows:

1. The Order does not provide that my client will charge an hourly rate for compiling and copying the requested TVPOA documents. (My client specifically reserves the right to assess an hourly charge for labor associated with compiling and copying documents that are the subject of any future document requests pursuant to Tenn. Code Ann. Sec. 48-66-103).
2. My client will agree not to videotape the inspection of documents covered under the Order.
3. My client will not require your clients to wait at the TVPOA office at all times while invoices requested are being retrieved by TVPOA staff. However, in accordance with the Order, TVPOA documents will only be made available at mutually agreeable times and under the supervision of the TVPOA.

I think this should address all the issues we discussed so that no further discussion with the Chancellor is required. Thanks.

Kevin

Kevin C. Stevens

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