

**CLARIFICATION**  
OF POA STATEMENTS REGARDING LAWSUIT

In the TVPOA Annual Report, the POA provided “an update to the lawsuit brought against the POA by Messers. Hutcherson and Anklin.” The POA further stated the specific language of the order: “ORDERED, ADJUSTED, and DECREED that the Plaintiffs’ claims asserted in the Complaint against Defendant are dismissed with full prejudice.” Additionally, “The parties will bear their own discretionary costs and attorneys’ fees in this cause.” The POA further states, “The TVPOA Board agreed to pay court costs in the case in order to incentivize the Plaintiff to finally agree to the Order of Dismissal. The court costs ended up being \$300 in this case. Finally, the POA states that “Full prejudice means the plaintiffs cannot bring an action again if it is based on the same set of facts.”

With one major exception, these statements by the POA are factually correct, but require further explanation. The explanation of these issues in order of their occurrence are as follows:

1. The Court did order that the Plaintiffs’ claim be dismissed with full prejudice. However, this order was entered only after the court had ordered the POA to produce the records requested in the complaint and the Plaintiffs acknowledged that they were satisfied with the production of records. Since the Plaintiffs did not seek any additional production, there was no reason to not dismiss the case.
2. While the POA claims that they agreed to pay court costs in order to incentivize the Plaintiff to finally agree to the Order of Dismissal, nothing could be further from the truth. The Plaintiffs in the case had acknowledged that they had received all the records they wish to have produced and that they were seeking to have the case closed. The POA never approached the Plaintiffs regarding such an incentive and the only reason the POA agreed to pay the court costs was because as the losing party in the lawsuit, they would be bound to pay the court costs.
3. The POA states that the court costs ended up being \$300. While again this statement is factually correct, it fails to acknowledge that the POA paid extensive attorney fees in this case trying to deny access to records which the court ordered produced.
4. Finally, the POA states that in regards to the order, “Full prejudice means the plaintiffs cannot bring an action again if it is based on the same set of facts.” This statement is factually correct, but it only means that the plaintiffs cannot again ask for the exact same set of records if the POA again denied access to these same set of records. Since the plaintiffs have already received access to these records, there is no relevance to this statement. While this statement might lead some to believe that the plaintiffs cannot again ask for access to other records, nothing could be further from the truth. In fact, this case sets precedent that the plaintiffs, or any other POA members, are entitled to access POA records which they have requested.