

September 17, 2002

Bobby N. Harmon
10951 Southgate Manor Dr. #4
Louisville, Kentucky 40229-1651

RE: ALPS Claim No. B023134; Harmon v. Tamm, et. al.

Dear Mr. Harmon:

Thank you for your letter of September 1, 2002. We have reviewed your letter as well as the files from Mr. Tamm and Mr. Dunn. Based upon the information we have available to us at this time, we must deny your claim. Please feel free to provide us with additional information if you believe such information is necessary to and would change our evaluation. This letter is written to inform you of our evaluation and nothing in this letter is offered as legal advice. We request that you seek the assistance of an attorney to advise you on the merits of any claim you believe you may possess and to advise you regarding the time limitations which apply to bringing a claim against Mr. Tamm and Mr. Dunn.

You have set forth in your letter five alleged errors by Mr. Tamm and Mr. Dunn. You hired Mr. Tamm and Mr. Dunn to provide limited services of assisting you through Bankruptcy proceedings at a time when you were represented by other competent legal counsel regarding the then ongoing litigation referenced in your letter. The litigation was concluded with the assistance and advice of your separate counsel and a settlement was reached. You participated in the negotiations and from the information we have the judge discussed with you the terms of the settlement to make sure you understood the nature and extent of the agreement.

After the settlement was reached, you raised concerns about the settlement and indicated a desire to pursue an action against various parties involved in those settlement negotiations. Mr. Tamm and Mr. Dunn indicated that in their professional judgment there was no basis for your concerns and also advised you to seek the advice and assistance of other counsel if you were intent to proceed. Mr. Tamm and Mr. Dunn made it clear to you that they would not be able to represent you on a matter beyond that for which they were originally hired to perform. When it became clear to both Mr. Tamm and Mr. Dunn that you were not satisfied with their opinion of the merits of your concerns, they moved to withdraw as counsel which the rules governing the practice of law require.

In your letter you complain that Mr. Tamm sent you the wrong date for the hearing. While it appears from the documents Mr. Tamm sent you that the wrong date was referenced, it is our understanding you also received notice of the hearing date directly from the Court. In any event,

your missing the hearing on the motion to withdraw was not the cause of any of the harm you reference in your letter. It is highly unlikely the Court would have ruled any other way than allowing the withdrawal of Mr. Tamm and Mr. Dunn given the facts at issue at the time and the disagreement between you regarding the merits of your proposed course of action. Courts are well aware that an attorney is prevented from advancing a case the attorney does not believe has merit in law or fact. Mr. Tamm advised you of their concerns regarding the lack of merit of your claim and correctly noted that you should seek the advice of new counsel to confirm or refute their opinions since another attorney may disagree with their analysis. Consequently, you were not harmed by Mr. Tamm and Mr. Dunn withdrawing.

In your letter, you complain that Mr. Tamm and Mr. Dunn erred in their advise regarding their handling of your Bankruptcy. We disagree. It is our understanding that once a Bankruptcy is filed the Trustee appointed by the Court is in charge of the Bankruptcy Estate and the Debtors have little or no say in what happens. From the information we have available, it appears to us that your financial situation would not have supported a Chapter 13 plan as you claim. The result obtained whereby you received approximately \$84,190.00 was an excellent result.

Finally, I do not understand your complaint about not receiving "Forms W-2 and 1099-R" for purposes of income tax. It would also be our understanding that neither of these would necessarily be required in order for you to properly report the settlement to the IRS since you could produce a copy of the settlement agreement for that purpose. Additionally, you do not indicate in your letter that this caused you some additional tax that you would not otherwise have incurred.

As indicated above, if you believe you have information which would change our evaluation of this matter, please provide that information to us and we will re-evaluate this matter. We also recommend that you seek the advice and assistance of competent legal counsel, and once again want to make clear that nothing in this letter is intended to be legal advice. You should take whatever actions necessary to preserve any claim you believe you have as time is of the essence.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. S. Tamerler', with a long horizontal line extending to the right.

ROBERT S. TAMELER
Western Region Claims Attorney

Cc: **PERSONAL & CONFIDENTIAL**
Bradley Tamm
Greg Dunn

This letter is written in response to a settlement offer and is written as a discussion of a disputed claim for purposes of settlement and therefore is not intended to be admissible for any purpose in any subsequent proceeding.