

ORIGINAL
PR-11-3238-3
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2011 NOV 28 PM 3:59
JAMES ALBERT JENNINGS
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CLERK
DALLAS COUNTY

JAMES ALBERT JENNINGS †

Email: jjennings@erhardjennings.com
or: jjennings@aol.com

November 23, 2011

Via email fly63RC@verizon.net

Mr. Mark Enoch
Glast, Phillips & Murray
14801 Quorum Drive, Suite 500
Dallas, Texas 75254

RE: Estate of Max Hopper; No. PR-10-1517-3; In the Probate Court No. 3,
Dallas County, Texas, and

Estate of Max Hopper; Jo N. Hopper v. JPMorgan Chase Bank, N.A.,
Stephen B. Hopper and Laura S. Wassmer; Cause No. PR-11-3238-3; In
the Probate Court No. 3, Dallas County, Texas

Rule 11 Agreement

Dear Mark:

Per our discussion earlier today, this is to confirm the Rule 11 Agreement of the parties hereto.

The parties hereto, Plaintiff Jo N. Hopper, and, Stephen B. Hopper and Laura S. Wassmer (the "children"), have agreed that Plaintiff's responses under the Texas Rules of Civil Procedure to the discovery outstanding as set out below, shall be due to be served on December 23, 2011.

At the present time, the only discovery to which any response of any kind will be due to your clients, in Cause No. PR-11-3238-3 is:

1. Request for Disclosure to Jo N. Hopper;
2. Requests for Production to Jo N. Hopper; and
3. Stephen Hopper's and Laura Wassmer's First Set of Interrogatories to Jo N. Hopper.

At the present time, the only discovery to which any response of any kind will be due to your clients, in Cause No. PR-10-1517-3 is:

002 - 000046

Mr. Mark Enoch
November 23, 2011
Page 2

neatly
→ all documents responsive to the requests, subject only to documents withheld on the basis of privilege and identified per Rule 193.3 TRCP on December 23, 2011
MCE

1. Request for Disclosure to Jo N. Hopper;
2. Requests for Production to Jo N. Hopper; and
3. Stephen Hopper's and Laura Wassmer's First Set of Interrogatories to Jo N. Hopper.

The parties further agree that counsel for your clients will be permitted to inspect ~~those documents actually produced by Mrs. Hopper, (subject to the various objections, etc., previously served by Mrs. Hopper regarding such Requests for Production, etc., by your clients), by reviewing such documents as are actually produced, as follows:~~ MCE ✓

- a. Counsel is permitted to come to Mrs. Hopper's garage, upon prior appointment, between the hours of 9:00 a.m. and 5:00 p.m. and review those boxes of documents that are designated by Mrs. Hopper for your review;
- b. These boxes of documents will be made available for review, upon appointment, between December 27 and December 29, 2011, and/or after January 1, 2012 *and prior to January 13, 2012* MCE ✓
- c. A monitor will be present throughout the period of your inspection.
- d. You will only be permitted to bring into her garage yellow pads (or the like) for note-taking and such "Post-It-Notes" or other non-defacing materials to mark clearly the documents in the boxes you want copied. You can remove nothing from her garage. *and a heater if the garage is not already heated.* MCE ✓
- e. After such review, any copy service you employ to pick up such marked documents and make such copies will be instructed to date-stamp the copies made and we will be permitted to receive simultaneously a copy set from your copy service as well, also date-stamped. *at our cost* MCE ✓
- f. If you are not available during the dates set out above and would prefer to do the document inspection in early January, 2012, then that will be permitted, again, subject to an agreed date(s) and upon prior appointment.

If the above accurately reflects the agreement between the parties as agreed by you and us, please sign below and return this to our offices so that we may file this Agreement with the Court as a Rule 11 Agreement pursuant to the Texas Rules of Civil Procedure. The parties further agree this Rule 11 need not be filed to be effective and is effective upon signatures by us both for our respective clients.

A facsimile signature or email signature is the equivalent of an original for all purposes,

002-000047

Mr. Mark Enoch
November 23, 2011
Page 3

with all signature pages and the body hereof forming one unitary document and Agreement.

Thank you for your kind cooperation in this matter.

Please accept my wishes for a very Happy Thanksgiving holiday for you and your family.

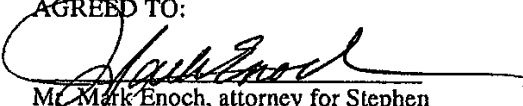
Sincerely,

James Albert Jennings
For Plaintiff Jo N. Hopper

JAJ:je

cc: Melinda Sims (via email msims@gpm-law.com)
Michael Graham
Client

AGREED TO:


Mr. Mark Enoch, attorney for Stephen
B. Hopper and Laura Wassmer

Dated: 11-28-11

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