

# **ATTACHMENT**

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**From:** Gary Stolbach <stolbach@gpm-law.com>  
**Sent:** Monday, July 25, 2011 9:02 AM  
**To:** Cantrill, Tom <tcantrill@hunton.com>  
**Cc:** Eichman, John <jeichman@hunton.com>; lpishny@lathropgage.com;  
susan.h.novak@jpmchase.com; mgraham@thegrahamlawfirm.com;  
jjennings@erhardjennings.com; Melinda Sims <msims@gpm-law.com>;  
{F1432965}.Interwoven@dms.GPMLAW.LAW  
**Subject:** RE: Hopper Estate/ Distribution of undivided interests. [CT-  
INTERWOVEN.FID1432965]

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Tom, you need to hold up on ALL activities described below. Everything you describe is a breach of fiduciary duty by the Bank. I will have a memo in to you this afternoon, making that clear.

Why we have to instruct you on these matters is just baffling. Do you really believe that it is in the best interests of the beneficiaries to distribute undivided interests in real estate, wine, golf clubs, etc? Even after I've alerted you, do you continue to believe that the Bank has no other options to consider in the handling of its duties here?

I am tired of your ultimatums and deadlines. The Bank is mishandling fundamental administrative functions, to the detriment of my clients. You are pushing us to seek judicial removal by your harassing threats to breach your duty.

GS

Gary Stolbach, P.C.  
GLAST, PHILLIPS & MURRAY, P.C.  
Direct Dial: (972) 419-8312  
E-Mail: [stolbach@gpm-law.com](mailto:stolbach@gpm-law.com)

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**From:** Cantrill, Tom [mailto:tcantrill@hunton.com]  
**Sent:** Monday, July 25, 2011 8:47 AM  
**To:** Gary Stolbach  
**Cc:** Eichman, John; lpishny@lathropgage.com; susan.h.novak@jpmchase.com; mgraham@thegrahamlawfirm.com;  
jjennings@erhardjennings.com  
**Subject:** FW: Hopper Estate/ Modified version of your Rule 11 Agreement

Gary

I do have some other items I need to attend to today beyond these assignments, but if you have any authority you would care for the Administrator to review concerning your position that the Administrator should not make undivided interest assignments in the wine and the golf clubs, you need to do so promptly, or you need to take legal action to stop the process, for in the absence of you doing either of the foregoing, I will be working on the assignments and sending them to Susan for signature.

I also will be working on a conveyance of the Lufkin property. I realize there is some concern that the estate might not own all of the contents within that property once we sort out the issue of whether the estate does own any of the items inside. I believe some of those items were not inherited, and it's likely going to be an undivided interest assignment of the estate's entitlement. The tangible contents are all junk, as you know, and I sincerely hope we do not have continuing disagreements about the contents there because the legal cost of doing so will be far in excess of the value of the contents, and therefore wasteful from the perspective of the Administrator, and I would assume, Jo Hopper and the children (Jo Hopper's counsel orally agreed to the undivided interest assignment of those contents last week).

Robledo will take a little longer, but we have the proper person and the mortgage holder's address, and I will be writing to secure a consent to the transfer to that property as well. As soon as I have it I will be preparing and undivided interest assignment of that property.

**Exhibit**  
**DX215**  
PR-11-3238-1

Tom

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**From:** Michael Graham [mailto:mgraham@thegrahamlawfirm.com]  
**Sent:** Monday, July 25, 2011 8:14 AM  
**To:** Cantrill, Tom  
**Cc:** jajennings@aol.com Jim  
**Subject:** Re: Hopper Estate/ Modified version of your Rule 11 Agreement

Tom, no further progress was made on the return of the signed Rule 11 Agreement from Staubach. We have declined the endless negotiations which seem to be the goal of the other side.

If any authority has been sent to you which prohibits the Bank from distributing undivided interests, please forward a copy of that.

Otherwise, we shall appreciate the Bank proceeding with the immediate distribution of undivided interests in the wine and golf clubs as promised. That takes the involvement of the Bank and your firm out of those negotiations, reducing costs to the parties.

Mike Graham

cc: Jim Jennings

Michael L. Graham  
The Graham Law Firm, PC  
100 Highland Park Village, Suite 200  
Dallas, TX 75205

214-599-7000  
214-599-7010 (fax)

[mgraham@thegrahamlawfirm.com](mailto:mgraham@thegrahamlawfirm.com)  
[www.thegrahamlawfirm.com](http://www.thegrahamlawfirm.com)

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On Jul 25, 2011, at 8:01 AM, Cantrill, Tom wrote:

Counsel

I am a little behind on my emails since last week, but I wanted to pass along to you Susan's comments concerning an early draft (received July 19) of your Rule 11 Agreement as it applies to the golf clubs.

Tom

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**From:** Novak, Susan H [mailto:susan.h.novak@jpmchase.com]  
**Sent:** Tuesday, July 19, 2011 2:59 PM  
**To:** Cantrill, Tom  
**Cc:** Eichman, John; Etier, Henry C  
**Subject:** RE: Hopper Estate/ Modified version of your Rule 11 Agreement [CT-INTERWOVEN.FID1432965]

I will agree to meet with Jo, or the kids to help them receive their items. I will of course bring someone from the bank if I am involved.

Thoughts to consider regarding the Agreement:

- On page 3, second paragraph, in the sentence beginning..."As you know, the clubs are stored presently, offsite and are not within Jo's direct maintenance, supervision, etc". Jo is the only person who has a key to the warehouse so I would argue that these clubs are definitely within her direct supervision, and maintenance, etc. She also uses the warehouse for her needlework business.
- The lease for the warehouse term is through 10-31-11 so if this could be wrapped up by that time we won't need to do a new lease, etc. After 10-31-11 it would be good to turn the warehouse over to Jo. The lease is for 36 months beginning 11-1-08.
- Insurance on the warehouse is paid through 11-31-11. Jo pays the utilities at the warehouse.
- Jo and kids should arrange for their own packing, and shipment, delivery, etc of their own items.

**Susan Novak** | Sr. Estate Officer | Private Wealth Management | Estate Settlement Unit - Dallas |

**J.P. Morgan** | 2200 Ross Ave., 5<sup>th</sup> Floor, Dallas, TX 75201 | T: (214) 965-3465 | F: (214) 965-2235

|[Susan.H.Novak@jpmchase.com](mailto:Susan.H.Novak@jpmchase.com)

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