

CAUSE NO. DC-13-09969

JO N. HOPPER,	§	IN THE DISTRICT COURT
Plaintiff,	§	
	§	
v.	§	44TH JUDICIAL DISTRICT
	§	
LAURA S. WASSMER and	§	
STEPHEN B. HOPPER,	§	
Defendants.	§	DALLAS COUNTY, TEXAS

**DEFENDANTS' MOTION FOR PARTIAL SUMMARY JUDGMENT ON
PLAINTIFF'S CAUSES OF ACTION FOR
BREACH OF CONTRACT AND SPECIFIC PERFORMANCE**

Defendants Laura S. Wassmer and Stephen B. Hopper file this Motion for Partial Summary Judgment on Plaintiff's Causes of Action for Breach of Contract and Specific Performance. In support, they would show:

A. Introduction

1. Plaintiff Jo N. Hopper is the surviving spouse of decedent Max D. Hopper. Defendants Laura S. Wassmer and Stephen B. Hopper are the decedent's surviving children from a prior marriage.

2. Plaintiff and Defendants have brought claims and counterclaims against each other for partition or, in the alternative, sale of certain personal property. The assets at issue in this lawsuit are items of personal property that were distributed by JPMorgan Chase Bank, N.A. (the "Independent Administrator"), in its capacity as independent administrator of the estate of Max D. Hopper, to Plaintiff and Defendants in undivided interests.

3. Plaintiff, in her First Amended Petition, also alleges that an agreement was formed between Plaintiff and Defendants, through their respective counsel, with respect to the contractual

division amongst themselves of certain of such items of personal property, and has asserted causes of action against Defendants for breach of contract and specific performance.

4. By this motion, Defendants moves for summary judgment under Texas Rule of Civil Procedure 166a(b) on Plaintiff's causes of action for breach of contract and specific performance.

B. Undisputed Facts

5. On July 31, 2013, the Independent Administrator distributed to Plaintiff and Defendants in undivided interests certain golf club and wine collections (collectively, the "Collections") that were under administration in Cause No. PR-10-01517-3, *Estate of Max D. Hopper, Deceased*, Dallas County Probate Court No. 3 (the "Probate Proceeding").¹ See Exhibit A to Affidavit of Christopher M. McNeill (filed herewith as Appendix A), Children's Partition Production 000807-000810.

6. In anticipation of such distribution, on January 25, 2013, Mr. James A. Jennings (Plaintiff's prior legal counsel) emailed a draft Rule 11 agreement to Defendants' counsel that set forth a proposal for a contractual division of the Collections amongst Plaintiff and the Defendants. See Exhibit A to Affidavit of Christopher M. McNeill, Children's Partition Production 000284-000289 (exhibits omitted).

7. Mr. Jennings' Rule 11 proposal sat largely dormant until the Independent Administrator actually distributed the Collections in undivided interests on July 31, 2013, as noted above. On August 5, 2013, Mr. Jennings emailed a letter to Defendants' counsel requesting that the parties finalize the proposed Rule 11 agreement. See Exhibit A to Affidavit of Christopher M. McNeill, Children's Partition Production 000232-000234.

8. On August 6, 2013, Defendants' counsel responded to Mr. Jennings by email stating that Defendants were "agreeable to dividing the wine and golf club collections per [his] proposal, *subject to the preparation of the appropriate documentation....*" See Exhibit A to Affidavit of Christopher M. McNeill, Children's Partition Production 000231 (emphasis added).

¹ In January 2016, the Probate Proceeding was transferred to Dallas County Probate Court No. 1, and restyled Cause No. PR-10-01517-1, *Estate of Max D. Hopper, Deceased*, Dallas County Probate Court No. 1.

9. Also on August 6, 2013, Mr. Jennings responded to Defendants' counsel with the proposed splits for the Collections, and stated "Please select and we will draw up the agreement accordingly." *See* Exhibit A to Affidavit of Christopher M. McNeill, Children's Partition Production 000211-000212 (attachments omitted).

10. On August 13, 2013, Defendants' counsel emailed Mr. Jennings and stated that Defendants "have selected group A for each of the wine and the golf clubs. Please advise how you would like to proceed." *See* Exhibit A to Affidavit of Christopher M. McNeill, Children's Partition Production 000189-000193.

11. In response, on August 13, 2013, Mr. Jennings emailed to Defendants' counsel a revised draft of the proposed Rule 11 agreement. In his cover email, Mr. Jennings stated "Attached please find a *form* of Rule 11 Agreement, along the lines we discussed. If you and your clients are in accord with this, then please attach copies of the same schedules we sent before, *sign it and return it to me for my signature as well.*" *See* Exhibit A to Affidavit of Christopher M. McNeill, Children's Partition Production 000184-000188.

12. As a result of discussion between Defendants' counsel and Mr. Jennings, on August 20, 2013, Mr. Jennings emailed to Defendants' counsel a further revised draft of the proposed Rule 11 agreement. In his cover email, Mr. Jennings stated "Once you have signed the Rule 11 and returned it to me (with the schedules attached), I will in turn sign off and re-email the entire document to you." *See* Exhibit A to Affidavit of Christopher M. McNeill, Children's Partition Production 000177-000181.

13. Defendants' counsel responded to Mr. Jennings on August 20, 2013 that the proposed Rule 11 agreement "looks fine to me, thank you. I am sending it to my clients for their final review and for authorization to sign and return to you." *See* Exhibit A to Affidavit of Christopher M. McNeill, Children's Partition Production 000182-000183.

14. Each draft of the proposed Rule 11 agreement as drafted by Mr. Jennings contained the following language: "If the above accurately reflects the agreement between the parties as mutually drafted and agreed to by you and us, *please sign below and return 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.*" *See* Exhibit A to Affidavit of Christopher M. McNeill, Children's Partition Production 180, 187, 288 (emphasis added).

15. As evidenced by Mr. Jennings' email of August 23, 2013, Defendants' counsel never executed or returned the Rule 11 agreement to Mr. Jennings. *See* Exhibit A to Affidavit of Christopher M. McNeill, Children's Partition Production 167.

C. Arguments and Authorities

16. Defendants re-allege and incorporate by reference the facts and evidence set forth in paragraphs nos. 1 through 15, *supra*, and paragraph no. 26, *infra*, as if fully set forth at length herein.

17. A defendant is entitled to summary judgment if it shows as a matter of law that the plaintiff has no cause of action. *See Lear Siegler, Inc. v. Perez*, 819 S.W.2d 470, 471 (Tex. 1991). The defendant need not disprove all of the elements of the plaintiff's cause of action, but must disprove only one element. *See Henkel v. Norman*, 441 S.W.3d 249, 251 (Tex. 2014). As noted below, Defendants have shown that required elements of Plaintiff's causes of action for breach of contract and specific performance cannot be met.

An Essential Element of Plaintiff's Cause of Action for Breach of Contract Fails

18. Defendants are entitled to summary judgment on Plaintiff's cause of action for breach of contract because, as a matter of law, no valid, enforceable contract was ever formed between Plaintiff and Defendants with respect to the contractual division of the Collections.

19. In order to prevail on its breach of contract claim, Plaintiff must prove there was a valid, enforceable contract between Plaintiff and Defendants. *See Marquis Acquisitions, Inc. v. Steadfast Ins.*, 409 S.W.3d 808, 813-14 (Tex.App.—Dallas 2013, no pet.). To prove an enforceable contract, Plaintiff must establish (1) an offer, (2) an acceptance, (3) mutual assent, (4) execution and delivery of the contract with the intent that it be mutual and binding, and (5) consideration supporting the contract. *See Baylor Univ. v. Sonnichsen*, 221 S.W.3d 632, 635 (Tex. 2007). Defendants do not contest that Plaintiff made an offer pursuant to its August 20, 2013 draft Rule 11 Agreement. However, there was no acceptance, mutual assent or execution and delivery of the contract by Defendants.

20. Defendants never accepted Plaintiff's offer. In order to establish acceptance of the offer, Plaintiff would have to prove that (1) the acceptance was made before the offer lapsed or was revoked by the offeror (*see Ducc Realty Co. v. Cox*, 356 S.W.2d 807, 809 (Tex.App.—Waco

1962, no writ)), (2) the manner in which the acceptance was made strictly complied with the terms of the offer or was implicitly authorized under the circumstances (*see Texas Pipe Line Co. v. Miller*, 84 S.W.2d 550, 551 (Tex.App.—Eastland 1935, no writ)), (3) the acceptance was communicated to the offeror (*see Dempsey v. King*, 662 S.W.2d 725, 726-27 (Tex.App.—Austin 1983, writ dismissed)), and (4) the form of acceptance was clear and definite (*see Engelman Irrigation Dist. v. Shields Bros.*, 960 S.W.2d 343, 352 (Tex.App.—Corpus Christi 1997), *pet. denied*, 989 S.W.2d 360 (Tex. 1998)). The evidence shows that Plaintiff’s counsel requested that Defendants accept the offer by the execution and return of the proposed Rule 11 agreement by their counsel (*see Exhibit A to Affidavit of Christopher M. McNeill, Children’s Partition Production 000177, 000180, 000184, 000187, 000288*), which never occurred; acceptance was never communicated to Plaintiff or her counsel (*see Exhibit A to Affidavit of Christopher M. McNeill, Children’s Partition Production 000167 and 000182*), and certainly not in a clear and definite manner; and the offer was revoked by Plaintiff by her counsel’s August 23, 2013 email which stated that Plaintiff “has had quite enough of *attempting* to make ‘deals’ with [Defendants].” (*see Exhibit A to Affidavit of Christopher M. McNeill, Children’s Partition Production 167*) (emphasis added).

21. Similarly, Defendants and Plaintiff never had mutual assent. In order to form a binding contract, the parties must have a “meeting of the minds” on the essential terms of the contract. *See David J. Sacks, P.C. v. Haden*, 266 S.W.3d 447, 450 (Tex. 2008). The undisputed evidence establishes that Defendants never had a meeting of the minds with Plaintiff on the essential terms of the contract since Defendants never authorized the proposed Rule 11 agreement in the manner required by Plaintiff.

22. The proposed Rule 11 agreement was never executed and delivered with the intent that it be binding; to the contrary, it was never executed or delivered whatsoever. If a contract signed by one party is delivered with the understanding that it is not contractually binding until signed by the other party, then the failure of the receiving party to sign the document prevents the formation of a contract. *See Baccus v. Plains Cotton Coop*, 515 S.W.2d 401, 402-03 (Tex.App.—Amarillo 1974, no writ). That is exactly what happened here.

23. In summation, Plaintiff offered a proposed contract to Defendants that, while it was negotiated, was never accepted, assented to, executed or delivered by Defendants or any agent acting on their behalf. Accordingly, no valid, enforceable contract exists, and Plaintiff’s cause of

action for breach of contract fails as a matter of law. Defendants, therefore, are entitled to summary judgment on Plaintiff's breach of contract claim.

24. In the alternative, and without admitting that any contract existed between Plaintiff and Defendants, if one were to assume (merely for the sake of argument) that a contract was in fact created, any such contract is unenforceable for failure to meet the requirements of Texas Rule of Civil Procedure 11 ("Rule 11"). The negotiations between respective counsel for Plaintiff and Defendants regarding the proposed Rule 11 agreement (as it was referred to by Plaintiff's counsel himself) occurred in the context of the Probate Proceeding. Pursuant to Rule 11, a written agreement about a pending lawsuit must, in order to be enforceable, be in writing, signed and filed with the court. *See Padilla v. LaFrance*, 907 S.W.2d 454, 460 (Tex. 1995). This never happened, because there was no signed agreement that could have been filed with the court in the Probate Proceeding. *See* Exhibit B to Affidavit of Christopher M. McNeill, Probate Proceeding Register of Actions. This fact is dispositive of the entire matter, because had there actually been any enforceable agreement it should and would have been filed with the probate court by Plaintiff in the same manner as Rule 11 agreements actually agreed to by the parties and executed by their respective counsel.

Plaintiff's "Cause of Action" for Specific Performance Fails for Failure to State a Cause of Action

25. Defendants are entitled to summary judgment on Plaintiff's cause of action for specific performance because, as a matter of law, no such cause of action exists under Texas law. Specific performance is but an available remedy for a successful breach of contract claim. *See, e.g., Davis v. Luby*, 2010 WL 3160000, *3 (Tex.App.—San Antonio 2010, no pet.) (mem.op.) ("Specific performance is not a separate cause of action, but rather is an equitable remedy used as a substitute for monetary damages when such damages would not be adequate."); *Stafford v. Southern Vanity Magazine, Inc.*, 231 S.W.3d 530, 535 (Tex.App.—Dallas 2007, pet. denied) (holding the same). As discussed *supra*, Plaintiff's breach of contract claim fails and accordingly Plaintiff has no entitlement to the equitable breach of contract remedy of specific performance.

D. Summary-Judgment Evidence

26. Defendants include the summary judgment evidence filed with this motion as Exhibits A and B to the Affidavit of Christopher M. McNeill filed herewith as Appendix A, and incorporate such evidence into this motion by reference.

E. Prayer

27. For these reasons, Defendants ask this Court to enter an order granting Defendants summary judgment on Plaintiff's causes of action for breach of contract and specific performance. Defendants further request all other relief to which they may be entitled.

Dated: January 28, 2016

Respectfully submitted,

BLOCK GARDEN & MCNEILL, LLP

/s/ Christopher M. McNeill

CHRISTOPHER M. MCNEILL

State Bar No. 24032852

5949 Sherry Lane, Suite 900

Dallas, Texas 75225

(214) 866-0990

(214) 866-0991 [Facsimile]

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with

K STEWART LAW, P.C.

Kelly Stewart

Texas Bar No. 19221600

100 Highland Park Village, Suite 200

Dallas, Texas 75205

Telephone: 972.308.6168

kelly@kstewartlaw.com

ATTORNEYS FOR DEFENDANTS

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing instrument has been served upon all counsel of record in this matter by e-service on this the 28th day of January 2016.

/s/ Christopher M. McNeill

CHRISTOPHER M. MCNEILL

APPENDIX A

CAUSE NO. DC-13-09969

JO N. HOPPER,	§	IN THE DISTRICT COURT
Plaintiff,	§	
	§	
v.	§	44TH JUDICIAL DISTRICT
	§	
LAURA S. WASSMER and	§	
STEPHEN B. HOPPER,	§	
Defendants.	§	DALLAS COUNTY, TEXAS
STATE OF TEXAS	§	
	§	
DALLAS COUNTY	§	

AFFIDAVIT

BEFORE ME, the undersigned authority, on this day personally appeared Christopher M. McNeill of Block Garden & McNeill, LLP, counsel of record for Defendants Stephen B. Hopper and Laura S. Wassmer in the above referenced lawsuit, known to me to be the person whose signature appears below, and upon his oath duly deposed and said:

“I, Christopher M. McNeill am over twenty-one (21) years of age. I have never been convicted of a felony or misdemeanor involving moral turpitude. I am of sound mind, and I am competent to make this affidavit and to testify to the matters stated herein. The statements set forth in this affidavit are within my personal knowledge and are true and correct to the best of my knowledge and belief, and I do hereby make the following statements under penalty of perjury in accordance with the laws of the State of Texas.

1. I am, and have been since November 2, 2012, counsel of record for Defendants in Cause No. PR-10-01517-1, *Estate of Max D. Hopper, Deceased*, Dallas County Probate Court No. 1 (the “Probate Proceeding”).

2. Attached to this affidavit as Exhibit A are true and correct copies of written correspondence between myself and Mr. James A. Jennings, prior counsel of record for Plaintiff in the Probate Proceeding.

3. Attached to this affidavit as Exhibit B is a true and correct copy of the register of actions for the Probate Proceeding, obtained by me from <http://courts.dallascounty.org> on January 28, 2016.”

Further affiant sayeth naught.

Christopher M. McNeill

Christopher M. McNeill

This instrument was personally acknowledged before me on the 28th day of January, 2016,
by Christopher M. McNeill.

Fawn S. Gomez

NOTARY PUBLIC in and for the
State of Texas

My Commission Expires: 12-27-2016



EXHIBIT A TO APPENDIX A

Christopher McNeill

From: Janet Elkins <janet@erhardjennings.com>
Sent: Friday, August 23, 2013 12:16 PM
To: Christopher McNeill
Subject: From James Jennings - - Hopper - CORRECTED EMAIL (typo) - Reply to your email of August 23, 2013 at 9:40 a.m.

Mr. McNeill,

Our client has had quite enough of attempting to make “deals” with your client group. She has wasted literally tens of thousands of dollars over the past three years in legal fees writing up agreements, very reasonable in nature, which your clients, through their attorneys, at first indicated they would either accept (or only need to “tweak”) and then never did. Indeed, as I reminded you yesterday, the very first thing we discussed when you began your representation a year ago, was resolving the wine/golf clubs issues (of course, that never happened, despite numerous efforts on Mrs. Hopper’s part to push these issues to resolution).

The latest example of this bizarre pattern of disregard of legal realities and all good sense, regarding the wine and the golf clubs, was particularly outrageous. Maybe (if possible) your clients’ conduct this week is the most outrageous nonsense in the last several years of discussing these items. As you well know, we went back and forth with you in the last few days, drafting, to your express satisfaction, a Rule 11 Agreement regarding the wine and golf clubs. You even wrote us just before noon on Tuesday that the agreement was entirely acceptable to you, and you were just waiting for the final (wholly perfunctory) authorization to sign it on behalf of your clients. Indeed, based on your assurances in accompanying calls we had, Mrs. Hopper began to act in reliance upon the provisions of the Rule 11 – which you also expressly assured me orally (that day) would be signed and sent by you to me by either: the close of business on Tuesday, or “very first thing” the next morning. Those were your words.

But as you were forced to confess on the phone since (on Wednesday), that your clients “did a 180 on you”. You are in good company – they have done a “180” over and over again on Mrs. Hopper.

If you want to spend time preparing a Rule 11 Agreement regarding the respective warehouse expenses as to both the wine and golf clubs – have at it. We will review it and let you know what we think. But we are not wasting another dime of Mrs. Hopper’s money writing up perfectly acceptable agreements – that would be acceptable to any reasonable person with any grasp of the legal realities of this case – only to be “stood up at the altar” once again. Mrs. Hopper has had quite enough.

Thank you for your confirmation on Thursday that you would accept service in the Texas Property Code partition lawsuit that we are presently drafting against your clients.

James Albert Jennings

Christopher McNeill

From: Janet Elkins <janet@erhardjennings.com>
Sent: Tuesday, August 20, 2013 10:04 AM
To: Christopher McNeill
Cc: jjennings@erhardjennings.com; ktomlinson@erhardjennings.com; mgraham@thegrahamlawfirm.com; mmf13@aol.com
Subject: FROM JAMES JENNINGS - Hopper - Letter to Chris McNeill
Attachments: Ltr to McNeill 082013.pdf

Dear Chris,

Attached please find a form of Rule 11 that I think meets the parameters of our discussion yesterday. Our client has approved it. As discussed, I am supposed to be getting the keys to the warehouse from the IA sometime today. Once you have signed the Rule 11 and returned it to me (with the schedules attached), I will in turn sign off and re-email the entire document to you.

Assuming that is accomplished today, we need to visit immediately about scheduling a time for you to come out and familiarize yourself with the Group "A" clubs before Friday.

Let me hear from you, and of course if you have any comments or questions about the Rule 11, I am available this morning to discuss until about 11:30.

Thanks.
Jim

ERHARD & JENNINGS

A PROFESSIONAL CORPORATION
ATTORNEYS AND COUNSELORS AT LAW

DALLAS OFFICE:
(214)720-4001 Phone
(214)871-1655 Fax

THANKSGIVING TOWER
1601 ELM STREET, SUITE 4242
DALLAS, TEXAS 75201

jjennings@erhardjennings.com
or jajennings@aol.com

JAMES ALBERT JENNINGS
BOARD CERTIFIED LABOR AND EMPLOYMENT LAW
TEXAS BOARD OF LEGAL SPECIALIZATION

August 20, 2013

Via email mcneill@bgvllp.com

Mr. Christopher M. McNeill
Block & Garden, LLP
Sterling Plaza
5949 Sherry Lane, Suite 900
Dallas, Texas 75225

RE: Hopper Estate (the "Estate") [Cause No. PR-10-1517-3]/Rule 11 Agreement Regarding: Assets Previously Released to the Parties in Undivided Interests from the Independent Administrator, and then, Division, Delivery and Disposition of Ownership of Certain Assets Previously Held in Undivided Shares

Dear Mr. McNeill:

Pursuant to our conversations, we have jointly prepared, drafted and agreed upon this Rule 11 Agreement and Letter of Instruction regarding the assets identified in the attached Schedules 1(the wine) and 2 (the golf clubs/putters) – collectively, the "Assets". On behalf of our respective clients (yours being the "Heirs" and ours being Mrs. Hopper), this Rule 11 Agreement will serve to confirm the following:

1. After release, in undivided interests, of these Assets from the IA to the Parties on or about July 31, 2013, this Agreement accomplishes the terms of the physical pick-up and disposition of the Assets listed on Schedules 1 and 2 hereto (no other assets are affected by this Agreement, directly or by implication); and
2. The timeframe and conditions under which the pick-up and physical division of the previously-released Assets must be accomplished as between our respective clients.

Attached as Schedule "1" is the division into two Groups ("A" and "B") regarding the wine presently stored at 525 S. Nolen, Suite 200, Southlake, Texas 76092, (Classic Wine Storage

Mr. Christopher M. McNeill
August 20, 2013
Page 2

& Services – “Classic”). Attached as Schedule “2” is the division into two Groups (“A” and “B”) regarding the golf club/putters and storage racks for same, stored presently in the leased warehouse (in and at 13650 TI Blvd., Suite 305, Dallas, Texas – Richardson Commerce Centre – “TI Blvd.”) used for that purpose.

As to Schedule “1”, the wine, your clients have selected the wine in Group “A” as your clients’ sole and separate property henceforth and thus our client, Mrs. Hopper, is to receive the wine in Group B as her sole and separate property henceforth. As part of this Agreement, your clients agree to remove (or have removed) the wine from its present storage at Classic within the next five (5) days from the Execution Date hereof, at your clients’ sole expense. Mrs. Hopper will either remove her wine (Group “B”) at her expense or make other arrangements with Classic as to her wine. After execution hereof, neither side will have any further claim, ownership interest (legal or equitable) in the jointly owned property hereby divided.

The wine will be separated by Mark at Classic into the two Groups for pick-up. The parties understand he charges in the range of \$40.00 per hour for his services, and his bill for the division of the wine will be split equally between the Heirs and Mrs. Hopper and paid immediately upon receipt. Mark needs some advance warning of the pick-up dates(s) – so as, Mrs. Hopper is authorized to order Mark to begin the wine division between Group “A” and “B”, and to assist in that process has or will forward him Schedule “1” attached hereto. Any costs as to the actual wine pick-up, or use of Classic personnel for that pick-up purpose, are to be borne solely by the party incurring same.

The parties acknowledge that Mrs. Hopper hereby releases her 1/3 interest as Assigned (by the IA) in certain bottles of wine that were Max Hopper’s separate property. Those bottles are already included as part of the bottles selected in Group “A” and Mrs. Hopper’s interest is voluntarily relinquished hereby in favor of the Heirs.

As to the golf clubs, etc., on Schedule “2”, your clients have selected the clubs and racks set forth in Group “A”, leaving Mrs. Hopper with sole ownership of Group “B”. As you know, the clubs/putters are stored in TI Blvd. Your clients will come on either (or both), Friday and Saturday, August 23rd and 24th, to review the clubs and exhibit them to one or more charities for possible donation. They will also at that time, take, if they choose, some of their clubs with them. If a charity wishes to take the remainder of the Heirs clubs, it will contact James Jennings by Monday, August 26th, and work out a date and time to do so and accomplish the pick-up of the clubs before August 31, 2013. If not picked up before August 31, 2013, then all Group “A” clubs remaining at TI Blvd. after Saturday, August 24th, will become the sole property of Mrs. Hopper. Mrs. Hopper can also go get her clubs at any time. The parties agree that Mrs. Hopper (or her representative) will meet you (Mr. McNeill) at TI Blvd. before this coming Friday to be sure the racks and clubs to be taken by the Heirs are properly identified as “Group A” (the racks are already labeled). Neither your clients nor any charity will remove any clubs from “Group B”. Absent an event of force majeure, **if your clients charity does not pick up**

Mr. Christopher M. McNeill
August 20, 2013
Page 3

its "Group A" clubs by August 31st, all un-removed/picked-up items are the sole property of Mrs. Hopper henceforth. The parties understand and agree that Mrs. Hopper may choose to continue to lease at the TI Blvd. warehouse. If she does so, the Heirs will have no further ownership or other obligations or interests whatsoever regarding the warehouse, the lease or any of its contents, hereafter.

There is certain other miscellaneous property (former community) at TI Blvd. If during the time the Heirs are inspecting the golf clubs on August 23rd and/or 24th, they review some of the miscellaneous property and determine that there is something from that group of items that they want, they will through Mr. McNeill, contact Mr. Jennings and the parties work in good faith to see if they can agree upon an appropriate division of any such item or items. Absent such an agreement between the Heirs and Mrs. Hopper, all other miscellaneous property stored at TI Blvd. (including any clubs that the Heirs might choose to leave behind), after the Heirs finish whatever removal of Group "A" clubs they wish, shall be and hereby is solely that of Mrs. Jo N. Hopper.

The parties also agree hereby that no further documents or *indicia* of title are necessary to effectuate this delivery, division and separated ownership of the already-delivered Assets agreed hereby, which is self-executing upon execution hereof by you for the Heirs and me for Mrs. Hopper.

The parties further agree that Mrs. Jo N. Hopper, through her representatives, is permitted to contact the IA (and inform them of this Rule 11) to obtain any permission necessary to open TI Blvd. and get permission from Classic to allow for removal of the items and assist in coordination. As such, the Heirs, or their representative, will coordinate through Mrs. Hopper (through her representative(s)) to accomplish any such "unlocking" necessary to effectuate the removal of Group "A" from TI Blvd.

The term "Execution Date" shall mean the date on which this Agreement is executed by the second person to sign of Mrs. Jo Hopper (through her attorneys) and your clients (through your signature).

TIME IS OF THE ESSENCE

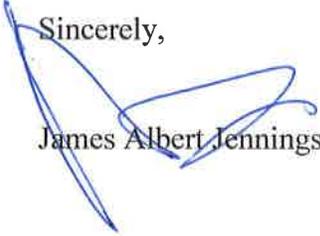
If the above accurately reflects the agreement between the parties as mutually drafted and agreed **by you and us**, please sign below and return to our offices so that we may file this Agreement with the Court as a Rule 11 Agreement pursuant to the Texas Rules of Civil Procedure. The parties further agree this Rule 11 need not be filed to be effective and is effective upon signature of both **our client and your clients, through their respective attorneys (i.e., the Execution Date).**

Mr. Christopher M. McNeill
August 20, 2013
Page 4

The parties agree a facsimile or email signature hereto is the equivalent of an original for all purposes.

We look forward to a prompt pick-up of the Assets by your clients (or their representatives), at their earliest convenience.

Sincerely,



James Albert Jennings

JAJ:je
enclosure
Cc: Client
Michael Graham

AGREED TO:

Christopher M. McNeill, attorney on behalf of
Heirs Laura S. Wassmer and Stephen B. Hopper

James Albert Jennings, attorney on behalf
of Mrs. Jo N. Hopper

Dated: _____

Dated: _____

Christopher McNeill

From: Christopher McNeill
Sent: Tuesday, August 20, 2013 11:45 AM
To: 'Janet Elkins'
Cc: jjennings@erhardjennings.com; ktomlinson@erhardjennings.com; mgraham@thegrahamlawfirm.com; mmf13@aol.com
Subject: RE: FROM JAMES JENNINGS - Hopper - Letter to Chris McNeill

Jim,

This looks fine to me, thank you. I am sending it to my clients for their final review and for authorization to sign and return to you.

Best regards,

Christopher M. McNeill

Block & Garden, LLP
Sterling Plaza
5949 Sherry Lane, Suite 900
Dallas, TX 75225
Direct: 214-866-0994
Main: 214-866-0990
Facsimile: 214-866-0991
Website: <http://www.bgvllp.com>
Email: mcneill@bgvllp.com

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From: Janet Elkins [mailto:janet@erhardjennings.com]
Sent: Tuesday, August 20, 2013 10:04 AM
To: Christopher McNeill
Cc: jjennings@erhardjennings.com; ktomlinson@erhardjennings.com; mgraham@thegrahamlawfirm.com; mmf13@aol.com
Subject: FROM JAMES JENNINGS - Hopper - Letter to Chris McNeill

Dear Chris,

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you have signed the Rule 11 and returned it to me (with the schedules attached), I will in turn sign off and re-email the entire document to you.

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Let me hear from you, and of course if you have any comments or questions about the Rule 11, I am available this morning to discuss until about 11:30.

Thanks.

Jim

Christopher McNeill

From: Janet Elkins <janet@erhardjennings.com>
Sent: Tuesday, August 13, 2013 2:40 PM
To: Christopher McNeill
Cc: jjennings@erhardjennings.com; ktomlinson@erhardjennings.com;
mgraham@thegrahamlawfirm.com; mmf13@aol.com
Subject: FROM JAMES JENNINGS - Hopper - Letter to McNeill
Attachments: Letter to Chris McNeill 081313.pdf

Dear Chris,

Attached please find a form of Rule 11 Agreement, along the lines we discussed. If you and your clients are in accord with this, then please attach copies of the same schedules we sent before, sign it and return it to me for my signature as well. We would like to get this wrapped up today or tomorrow if we can.

We tried to deal as simply with these issues as we could.

Naturally if you have any questions or comments, please do not hesitate to call.

Thanks.
Jim

ERHARD & JENNINGS

A PROFESSIONAL CORPORATION

ATTORNEYS AND COUNSELORS AT LAW

DALLAS OFFICE:
(214)720-4001 Phone
(214)871-1655 Fax

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1601 ELM STREET, SUITE 4242
DALLAS, TEXAS 75201

jjennings@erhardjennings.com
or jajennings@aol.com

JAMES ALBERT JENNINGS
BOARD CERTIFIED LABOR AND EMPLOYMENT LAW
TEXAS BOARD OF LEGAL SPECIALIZATION

August 13, 2013

Via email mcneill@bgvllp.com

Mr. Christopher M. McNeill
Block & Garden, LLP
Sterling Plaza
5949 Sherry Lane, Suite 900
Dallas, Texas 75225

RE: Hopper Estate (the "Estate") [Cause No. PR-10-1517-3]/Rule 11 Agreement Regarding: Assets Previously Released to the Parties in Undivided Interests from the Independent Administrator, and then, Division, Delivery and Disposition of Ownership of Certain Assets Previously Held in Undivided Shares

Dear Mr. McNeill:

Pursuant to our conversations, we have jointly prepared, drafted and agreed upon this Rule 11 Agreement and Letter of Instruction regarding the assets identified in the attached Schedules 1(the wine) and 2 (the golf clubs/putters) – collectively, the "Assets". On behalf of our respective clients (yours being the "Heirs" and ours being Mrs. Hopper), this Rule 11 Agreement will serve to confirm the following:

1. After release, in undivided interests, of these Assets from the IA to the Parties on or about July 31, 2013, this Agreement accomplishes the terms of the physical pick-up and disposition of the Assets listed on Schedules 1 and 2 hereto (no other assets are affected by this Agreement, directly or by implication); and
2. The timeframe and conditions under which the pick-up and physical division of the previously-released Assets must be accomplished as between our respective clients.

Attached as Schedule "1" is the division into two Groups ("A" and "B") regarding the wine presently stored at 525 S. Nolen, Suite 200, Southlake, Texas 76092, (Classic Wine Storage

Mr. Christopher M. McNeill
August 13, 2013
Page 2

& Services – “Classic”). Attached as Schedule “2” is the division into two Groups (“A” and “B”) regarding the golf club/putters and storage racks for same, stored presently in the leased warehouse (in and at 13650 TI Blvd., Suite 305, Dallas, Texas – Richardson Commerce Centre – “TI Blvd.”) used for that purpose.

As to Schedule “1”, the wine, your clients have selected the wine in Group “A” as your clients’ sole and separate property henceforth and thus our client, Mrs. Hopper, is to receive the wine in Group B as her sole and separate property henceforth. As part of this Agreement, your clients agree to remove (or have removed) the wine from its present storage at Classic within the next ten (10) days from the Execution Date hereof, at your clients’ sole expense. Mrs. Hopper will do the same as to her wine (Group “B”) at her expense, within 15 days. After execution hereof, neither side will have any further claim, ownership interest (legal or equitable) in the jointly owned property hereby divided.

The wine will be separated by Mark at Classic into the two Groups for pick-up. The parties understand he charges in the range of \$40.00 per hour for his services, and his bill for the division of the wine will be split equally between the Heirs and Mrs. Hopper and paid immediately upon receipt. Mark needs some advance warning of the pick-up dates(s) – so as soon as this Rule 11 is executed, Mrs. Hopper is authorized to order Mark to begin the wine division between Group “A” and “B”, and to assist in that process will forward him Schedule “1” attached hereto. Any costs as to the actual wine pick-up, or use of Classic personnel for that pick-up purpose, are to be borne solely by the party incurring same.

The parties acknowledge that Mrs. Hopper hereby releases her 1/3 interest as Assigned (by the IA) in certain bottles of wine that were Max Hopper’s separate property. Those bottles are already included as part of the bottles selected in Group “A” and Mrs. Hopper’s interest is voluntarily relinquished hereby in favor of the Heirs.

As to the golf clubs, etc., on Schedule “2”, your clients have selected the clubs and racks set forth in Group “A” leaving Mrs. Hopper with sole ownership of Group “B”. As you know, the clubs/putters are stored in TI Blvd. Your clients may come either themselves or through a representative and move out the racks holding the appropriate clubs that they have selected hereby, within the next fifteen (15) days from the Execution Date. Mrs. Hopper can also go get her clubs at any time. The parties agree that Mrs. Hopper (or her representative) can be present for the move/removal of the Group “A” clubs as selected by your clients, to ensure that the proper clubs/racks are taken (the racks are already labeled). The racks are on casters and are heavy. Mrs. Hopper will be notified by email (directed to her attorneys) at least one week in advance of any pickup (date and time) by your clients or their representatives. Although she (or a representative of hers) has the right to be present, she may not prevent a pickup by your clients merely by not being present or being unavailable. The parties contemplate that this removal by the Heirs can be accomplished, within a ten (10) hour timeframe. Absent an event of force majeure, **if your clients don’t pick up their clubs within the fifteen (15) days of the**

Mr. Christopher M. McNeill
August 13, 2013
Page 3

Execution Date, all un-removed/picked-up items are the sole property of Mrs. Hopper henceforth. The parties understand and agree that Mrs. Hopper may choose to continue to lease at the TI Blvd. warehouse. If she does so, the Heirs will have no further ownership or other obligations or interests whatsoever regarding the warehouse, the lease or any of its contents, hereafter.

All other miscellaneous property stored at TI Blvd. (including any clubs that the Heirs might choose to leave behind), after the Heirs remove Group "A", shall be and hereby is solely that of Mrs. Jo N. Hopper.

The parties also agree hereby that no further documents or *indicia* of title are necessary to effectuate this delivery, division and separated ownership of the already-delivered Assets agreed hereby, which is self-executing upon execution hereof by you for the Heirs and me for Mrs. Hopper.

The parties further agree that Mrs. Jo N. Hopper, through her representatives, is permitted to contact the IA (and inform them of this Rule 11) to obtain any permission necessary to open TI Blvd. and get permission from Classic to allow for removal of the items and assist in coordination. As such, the Heirs, or their representative, will coordinate through Mrs. Hopper (through her representative(s)) to accomplish any such "unlocking" necessary to effectuate the removal of Group "A" from TI Blvd.

The term "Execution Date" shall mean the date on which this Agreement is executed by the second person to sign of Mrs. Jo Hopper (through her attorneys) and your clients (through your signature).

TIME IS OF THE ESSENCE

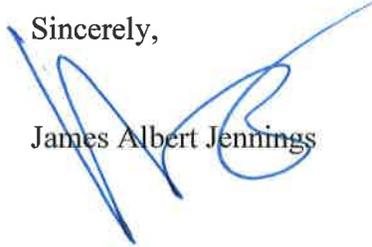
If the above accurately reflects the agreement between the parties as mutually drafted and agreed **by you and us**, please sign below and return to our offices so that we may file this Agreement with the Court as a Rule 11 Agreement pursuant to the Texas Rules of Civil Procedure. The parties further agree this Rule 11 need not be filed to be effective and is effective upon signature of both **our client and your clients, through their respective attorneys (i.e., the Execution Date).**

The parties agree a facsimile or email signature hereto is the equivalent of an original for all purposes.

Mr. Christopher M. McNeill
August 13, 2013
Page 4

We look forward to a prompt pick-up of the Assets by your clients (or their representatives), at their earliest convenience.

Sincerely,



James Albert Jennings

JAJ:je
enclosure
Cc: Client
Michael Graham

AGREED TO:

Christopher M. McNeill, attorney on behalf of
Heirs Laura S. Wassmer and Stephen B. Hopper

James Albert Jennings, attorney on behalf
of Mrs. Jo N. Hopper

Dated: _____

Dated: _____

Christopher McNeill

From: Christopher McNeill
Sent: Tuesday, August 13, 2013 9:47 AM
To: 'Janet Elkins'
Cc: jjennings@erhardjennings.com; ktomlinson@erhardjennings.com; mgraham@thegrahamlawfirm.com; mmf13@aol.com
Subject: RE: FROM JAMES JENNINGS - Letter to Chris McNeill/Response to your email of 08-08-13 at 2:04 pm

Mr. Jennings,

My clients have selected group A for each of the wine and the golf clubs. Please advise how you would like to proceed.

Best regards,

Christopher M. McNeill

Block & Garden, LLP
Sterling Plaza
5949 Sherry Lane, Suite 900
Dallas, TX 75225
Direct: 214-866-0994
Main: 214-866-0990
Facsimile: 214-866-0991
Website: <http://www.bgvllp.com>
Email: mcneill@bgvllp.com

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From: Janet Elkins [<mailto:janet@erhardjennings.com>]
Sent: Thursday, August 08, 2013 4:04 PM
To: Christopher McNeill
Cc: jjennings@erhardjennings.com; ktomlinson@erhardjennings.com; mgraham@thegrahamlawfirm.com; mmf13@aol.com
Subject: RE: FROM JAMES JENNINGS - Letter to Chris McNeill/Response to your email of 08-08-13 at 2:04 pm

Mr. McNeill,

Let us clarify.

1. Your clients have had over **2 years** to pick A or B.
2. Our client intends to waste no more time or money on this nonsense, or otherwise accommodate further your clients' nearly endless proclivity for procrastination. If your clients don't act, and act quickly, then our client will act unilaterally. Again, we predict they won't like where that takes them.
3. Our client has no intention of letting more time elapse, when storage costs at warehouses are so expensive and wholly unnecessary and unproductive.

Time's a wastin'.

Let us hear from you ASAP.

James Albert Jennings

From: Christopher McNeill [<mailto:McNeill@bgvllp.com>]
Sent: Thursday, August 08, 2013 3:33 PM
To: Janet Elkins
Cc: jjennings@erhardjennings.com; ktomlinson@erhardjennings.com; mgraham@thegrahamlawfirm.com; mmaf13@aol.com
Subject: RE: FROM JAMES JENNINGS - Letter to Chris McNeill/Response to your email of 08-08-13 at 2:04 pm

Mr. Jennings,

Please let me clarify two issues:

1. My clients are not interested in Mrs. Hopper buying their interest in the clubs. Any inference you may have read into my email to the contrary is misplaced.
2. My clients appreciate that time is of the essence, but they are under no compulsion to comply with an artificial deadline to provide you with an answer this afternoon.

I will notify you as soon as my clients have made their decision regarding each category of assets.

Best regards,

From: Janet Elkins [<mailto:janet@erhardjennings.com>]
Sent: Thursday, August 08, 2013 3:22 PM
To: Christopher McNeill
Cc: jjennings@erhardjennings.com; ktomlinson@erhardjennings.com; mgraham@thegrahamlawfirm.com; mmaf13@aol.com
Subject: FROM JAMES JENNINGS - Letter to Chris McNeill/Response to your email of 08-08-13 at 2:04 pm

Mr. McNeill,

I am really not totally certain about what you are concerned about, but perhaps I can clarify it this way. The golf clubs are stored in racks that were custom-made for that purpose during the course of the Hoppers' marriage. The racks go with the golf clubs and they would be very hard to move without them. "Com" means commemorative, and "tin" refers to tins of golf balls.

Unless your clients know a great deal more about putters than my client does, I can't imagine what purpose would be served by trying to re-think and examine the selection of every putter in every rack – given that there are over 6,700 of them.

As to identifying each club – well over two years ago our client provided yours with an inch-thick book listing and appraising everything, item-by-item. She is not going to do that or supply it, all over again. Did they throw their book away?

Frankly we don't have the time, much less the inclination to go through any part of that whole process all over again. For your information, our client spent seven (7) months of her life in an uncompensated effort to sort the clubs and get values on each of them, repair racks where needed, and then stock the racks with clubs of almost exactly (down to practically the exact same dollar) equal value, so that an "A" "B" determination could be made.

Respectfully we suggest that your clients take a coin out of their pocket and flip it, pick heads or tails, and one way or another get to either "A" or "B" and communicate that back, at once.

There is nothing stopping your clients from going to inspect the clubs if they want to. They belong mutually to our clients. We just request that the clubs not be moved around from rack to rack, such that it would render the current identification system useless and impossible.

If they have any intention of doing that, just let us know and we will have an entirely different approach to this – that we don't think your clients will much like.

You just wrote us a day or two ago and indicated that an agreement on all this could be very short. Based on your email, we do not have the feeling that it will be a short agreement.

Please advise this afternoon as to their pleasure, A or B, or neither, if they really don't want them at all. If they pick neither – that is saying they don't want them at all – Mrs. Hopper will dispose of them as she may choose. In no event, if your clients' really don't want their half, will she ever pay your clients even one cent for the clubs. They have cost her far, far too much, already. We do not intend to keep wasting time or money on this.

By the way, have they made a selection as to the wine? What is it?

Please advise.

From: Christopher McNeill [<mailto:McNeill@bgvllp.com>]
Sent: Thursday, August 08, 2013 2:04 PM
To: MMAF13@aol.com; janet@erhardjennings.com
Cc: jjennings@erhardjennings.com; ktomlinson@erhardjennings.com; mgraham@thegrahamlawfirm.com
Subject: RE: FROM JAMES JENNINGS - Letter to Chris McNeill

Mr. Jennings,

Could you please assist with clarifying certain issues regarding the golf club listing you distributed on Tuesday?

With respect to the golf clubs, the assets are segregated into Group A or B by rack, com [?] or tin. Do you have an inventory of which assets comprise each rack, com and tin? Given that neither of my clients has local access to the warehouse, the proffered listing does not provide much information. Also, are the racks themselves intended to be distributed or left in the warehouse? I do not know that my clients necessary want the racks, but they will need to know if they are responsible for removing or otherwise disposing of any racks.

Best regards,

Christopher M. McNeill

Block & Garden, LLP
Sterling Plaza
5949 Sherry Lane, Suite 900
Dallas, TX 75225
Direct: 214-866-0994
Main: 214-866-0990
Facsimile: 214-866-0991
Website: <http://www.bgvllp.com>
Email: mcneill@bgvllp.com

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From: MMAF13@aol.com [<mailto:MMAF13@aol.com>]
Sent: Tuesday, August 06, 2013 3:44 PM
To: Christopher McNeill; janet@erhardjennings.com
Cc: jjennings@erhardjennings.com; ktomlinson@erhardjennings.com; mgraham@thegrahamlawfirm.com
Subject: Re: FROM JAMES JENNINGS - Letter to Chris McNeill

Dear Mr. McNeill:

Attached please find the A/B lists of the wine and golf clubs. These have not changed since they were prepared a couple of years ago. To our knowledge, your clients have been sent these same lists several times, either directly or through counsel.

In any event, here they are again.

Please select and we will draw up an agreement accordingly. There are just a few mechanical decisions regarding removal of the assets, once A or B are selected, that need to be made.

I do know that Mrs. Hopper thinks that the folks at the wine warehouse should handle the mechanics of dividing the bottles to ensure they are safely and properly separated.

After all this is taken care of, we can address the Lufkin issues and see if any agreement can be reached.

Thanks, Jim

In a message dated 8/6/2013 2:41:38 P.M. Central Daylight Time, McNeill@bgvllp.com writes:

Mr. Jennings,

Since JPMorgan has unilaterally taken it upon itself to distribute such assets in undivided interests, my clients are agreeable to dividing the wine and golf club collections per your proposal, subject to preparation of the appropriate documentation (which I anticipate should be very simple). For the sake of clarity, since my clients have received several different versions of the group "A" and "B" listings, could you please distribute the last proposed groupings for the wine and golf club collections so that my clients may review?

Also, what is Mrs. Hopper's desire with respect to the Pollok property and furnishings therein also distributed by JPMorgan in undivided interests? Would Mrs. Hopper be interested in selling her undivided interest therein to the children, or purchasing the children's undivided interests? Or would Mrs. Hopper have an alternative proposal with respect to the maintenance and expenses (taxes, insurance, etc.) with respect to that property?

Best regards,

Christopher M. McNeill

Block & Garden, LLP
Sterling Plaza
5949 Sherry Lane, Suite 900
Dallas, TX 75225
Direct: 214-866-0994
Main: 214-866-0990
Facsimile: 214-866-0991
Website: <http://www.bgvllp.com>
Email: mcneill@bgvllp.com

From: Janet Elkins [janet@erhardjennings.com]

Sent: Monday, August 05, 2013 9:46 AM

To: Christopher McNeill

Cc: jjennings@erhardjennings.com; ktomlinson@erhardjennings.com; mmaf13@aol.com; mgraham@thegrahamlawfirm.com

Subject: FROM JAMES JENNINGS - Letter to Chris McNeill

Dear Mr. McNeill,

Please see the attached letter.

Thanks.

Jim

Christopher McNeill

From: MMAF13@aol.com
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To: Christopher McNeill; janet@erhardjennings.com
Cc: jjennings@erhardjennings.com; ktomlinson@erhardjennings.com; mgraham@thegrahamlawfirm.com
Subject: Re: FROM JAMES JENNINGS - Letter to Chris McNeill
Attachments: 20130806155040.pdf; 20130806155057.pdf

Dear Mr. McNeill:

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Best regards,

Christopher M. McNeill

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Direct: 214-866-0994
Main: 214-866-0990
Facsimile: 214-866-0991
Website: <http://www.bgvllp.com>
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Sent: Monday, August 05, 2013 9:46 AM

To: Christopher McNeill

Cc: jjennings@erhardjennings.com; ktomlinson@erhardjennings.com; mmf13@aol.com; mgraham@thegrahamlawfirm.com

Subject: FROM JAMES JENNINGS - Letter to Chris McNeill

Dear Mr. McNeill,

Please see the attached letter.

Thanks.

Jim

Christopher McNeill

From: Christopher McNeill
Sent: Tuesday, August 06, 2013 2:42 PM
To: Janet Elkins
Cc: jjennings@erhardjennings.com; ktomlinson@erhardjennings.com; mmaf13@aol.com; mgraham@thegrahamlawfirm.com
Subject: RE: FROM JAMES JENNINGS - Letter to Chris McNeill

Mr. Jennings,

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Also, what is Mrs. Hopper's desire with respect to the Pollok property and furnishings therein also distributed by JPMorgan in undivided interests? Would Mrs. Hopper be interested in selling her undivided interest therein to the children, or purchasing the children's undivided interests? Or would Mrs. Hopper have an alternative proposal with respect to the maintenance and expenses (taxes, insurance, etc.) with respect to that property?

Best regards,

Christopher M. McNeill

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Sent: Monday, August 05, 2013 9:46 AM
To: Christopher McNeill
Cc: jjennings@erhardjennings.com; ktomlinson@erhardjennings.com; mmaf13@aol.com; mgraham@thegrahamlawfirm.com
Subject: FROM JAMES JENNINGS - Letter to Chris McNeill

Dear Mr. McNeill,

Please see the attached letter.

Thanks.
Jim

Christopher McNeill

From: Janet Elkins <janet@erhardjennings.com>
Sent: Monday, August 05, 2013 9:46 AM
To: Christopher McNeill
Cc: jjennings@erhardjennings.com; ktomlinson@erhardjennings.com; mmaf13@aol.com; mgraham@thegrahamlawfirm.com
Subject: FROM JAMES JENNINGS - Letter to Chris McNeill
Attachments: Letter to McNeill 080513.pdf

Dear Mr. McNeill,

Please see the attached letter.

Thanks.
Jim

ERHARD & JENNINGS
A PROFESSIONAL CORPORATION
ATTORNEYS AND COUNSELORS AT LAW
THANKSGIVING TOWER
1601 ELM STREET, SUITE 4242
DALLAS, TEXAS 75201

DALLAS OFFICE:
(214)720-4001 Phone
(214)871-1655 Fax

jjennings@erhardjennings.com
or jajennings@aol.com

JAMES ALBERT JENNINGS
BOARD CERTIFIED LABOR AND EMPLOYMENT LAW
TEXAS BOARD OF LEGAL SPECIALIZATION

August 5, 2013

Via email mcneill@bgvllp.com

Mr. Christopher M. McNeill
Block & Garden, LLP
Sterling Plaza
5949 Sherry Lane, Suite 900
Dallas, Texas 75225

RE: Hopper Estate/Pick "A" or "B"

Dear Mr. McNeill:

Given the IA's action last week in assigning the wine and the Warehoused Assets (predominantly being the golf clubs) to the parties in undivided interests, action needs to be taken, pretty much right away, to deal with these assets our respective clients now have been assigned in undivided interests.

In your letter of June 25, 2013, you stated:

Both the Warehoused Assets and the wine collection have already been allocated into two groups, and such groupings as proposed by Mr. Jennings (presumably with the approval of Mrs. Hopper) are generally acceptable to my clients with perhaps relatively minor adjustments.

Given your position, please advise as to both the wine and the golf clubs whether your clients want "A" or "B", respectively, as to both categories of jointly owned assets. Our client suggests on the wine that your clients should probably take Group "A", as this includes a couple of bottles of wine in which Stephen has a particular interest – but, frankly, Mrs. Hopper doesn't care which grouping she gets.

We want to move quickly on this and be done with it.

Mr. Christopher M. McNeill
August 5, 2013
Page 2

Let us have your decision this week so we can work out the details of the pickup, Lease issues, etc., and to prevent more money being unnecessarily expended on this topic.

Sincerely,



James Albert Jennings

JAJ:je

Cc: Mike Graham (via email)
Client (via email)

Christopher McNeill

From: MMAF13@aol.com
Sent: Friday, January 25, 2013 3:26 PM
To: Christopher McNeill
Cc: jajennings@aol.com; mgraham@interactivelegal.com;
ktoomlinson@erhardjennings.com; janet@erhardjennings.com
Subject: Hopper - Wine and Golf Clubs
Attachments: Letter.pdf; Schedule 1 Wine.pdf; Schedule 2 Golf Clubs.pdf

Dear Chris:

Attached please find a form of Rule 11 Agreement together with Schedule 1 and Schedule 2. I have tried to think of everything I could. Please review carefully and if they work for you, let's move forward to getting this executed on Monday and particularly getting the IA to execute it as well.

Thanks,

Jim

ERHARD & JENNINGS
A PROFESSIONAL CORPORATION
ATTORNEYS AND COUNSELORS AT LAW
THANKSGIVING TOWER
1601 ELM STREET, SUITE 4242
DALLAS, TEXAS 75201

DALLAS OFFICE:
(214)720-4001 Phone
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jennings@erhardjennings.com

JAMES ALBERT JENNINGS
BOARD CERTIFIED LABOR AND EMPLOYMENT LAW
TEXAS BOARD OF LEGAL SPECIALIZATION

January 25, 2013

Via email mcneill@bgvllp.com

Mr. Christopher M. McNeill
Block & Garden, LLP
Sterling Plaza
5949 Sherry Lane, Suite 900
Dallas, Texas 75225

RE: **Hopper Estate (the “Estate”) [Cause No. PR-10-1517-3]/Rule 11 Agreement Regarding: Agreed Acceptance of Assets in Undivided Interests from IA; and then, Agreed Division, Delivery and Disposition of Ownership of Certain Assets, and, Letter of Instruction to Independent Administrator and IA’s acceptance of Instructions (“Agreement”)**

Dear Chris:

Pursuant to our conversations, we have jointly prepared, drafted and agreed upon this Rule 11 Agreement and Letter of Instruction regarding the assets identified in the attached Schedules 1(the wine) and 2 (the golf clubs/putters) – collectively, the “Assets”. On behalf of your clients (the Children) and our client (Mrs. Hopper) – collectively the “clients,” this Rule11 Agreement will serve to confirm the clients’ agreements to the following:

1. The agreed acceptance by the clients in undivided interests of these Assets released from administration by the IA to the clients, to then (after receipt) be thereafter divided by this Agreement between the clients; and, agreement to accomplish the delivery and disposition of the Assets listed on Schedules 1 and 2 hereto (no other assets are affected by this Agreement, directly or by implication) per this Agreement;
2. The timeframe and conditions by/under which the pick-up and physical division/delivery must be accomplished as between our respective clients of the Assets; and

3. The fact that JPMorgan Chase Bank, N.A. as the Independent Administrator (“IA”) is to follow this Agreement explicitly as it embodies, and is indeed, the instruction of all the heirs (your clients Wassmer and Hopper) and the only interested person (Mrs. Jo N. Hopper – who already owns an undivided one-half ownership interest in all these Assets being released from administration by the IA) – i.e., all the clients, as to these Assets, per this Agreement.
4. That nothing herein may be used by any party hereto as an admission or any waiver with respect to the issues of proper treatment of any property of the estate, as to what constitutes property of the estate, as to any community property ever held between Max D. Hopper (decedent) and Mrs. Hopper, or as to any characterization of separate property or other property or any property characterization issues, as to any of the parties, or the estate, hereto in this cause or in the companion cause, Cause No. PR-11-3238-3.

With that said, attached as Schedule “1” is the division into two Groups regarding the wine presently stored at 525 S. Nolen, Suite 200, Southlake, Texas 76092. Attached as Schedule “2” is the division into two Groups regarding the golf club/putters and storage racks for same, stored presently in the IA’s warehouse (at 13650 TI Blvd., Suite 305, Dallas, Texas) used for that purpose.

As to Schedule “1”, your clients have selected the wine in Group A and thus our client, Mrs. Hopper, is to receive the wine in Group B. As part of this Agreement, your clients agree to remove (or have removed) the wine from its present storage at 525 S. Nolen, Suite 200, Southlake, Texas 76092 within ten (10) days from the Execution Date hereof, at your clients’ sole expense. Mrs. Hopper will do the same as to her wine (Group B) at her expense.

The clients further agree in regard to the wine presently held at the Southlake storage facility referenced above, that they will appoint and each pay half the cost to the owner of said facility, Mr. Mark Nelson, to “pull” and divide the wine exactly as per the A and B set forth in Schedule 1 attached hereto. He will divide the wine prior to pick-up. Once divided, the A and B Groups will be kept separately stored by Mr. Nelson. The parties further agree that as to the division of cases of wine set out in Schedule 1 that as to the actual physical cases or boxes themselves as to “split cases” will be divided equally between them. That is, (e.g.) if the first case to be “split” has 12 bottles, and 6 go to your clients and 6 to Mrs. Hopper, the first box or case physically holding the 6 bottles your clients receive will be given to your clients. On the next case so divided, the box holding those 12 bottles will be given to our client – and so on, throughout the physical cases/ boxes holding the 12 bottles comprising each case.

As to the golf clubs, etc., on Schedule “2”, your clients have selected the clubs and racks set forth in Group A, leaving Mrs. Hopper with sole ownership of Group B. As you know, the clubs/putters are stored, presently, under the IA’s supervision. Likewise, upon prior appointment

Mr. Christopher M. McNeill
January 25, 2013
Page 3

at any reasonable time, your clients may come either themselves or through a representative and move out the racks holding the appropriate clubs that they have selected hereby, within thirty (30) days from the Execution Date. Mrs. Hopper can also go get her clubs at any time, also within thirty (30) days from the Execution Date of this Agreement. The parties agree that Mrs. Hopper (or her representative) can be present for the move/removal of the Group A clubs as selected by your clients. Likewise, the Children may also be present when Mrs. Hopper removes the Group B Clubs. The Children and Mrs. Hopper must respectively notify the other party by email (directed to their attorneys) at least one week in advance of any pickup of the golf clubs/putters; although they have the right to be present at any pickup, they may not prevent a pickup merely by not being present or being unavailable. The parties agree that the IA's representative(s) may be – but not need be – present throughout the process of removing these Assets – **but not an attorney for the IA**. All the parties hereto agree that this will be accomplished within thirty (30) days of the Execution Date of this Agreement. The parties contemplate that this removal can be accomplished, for both your clients and our client, respectively, within an aggregate eight (8) hour timeframe for each of them to accomplish the removal. If the IA reasonably determines that more time is required, as a result of the work necessarily involved, and not as a result of either of any parties' lack of diligence in picking up the subject Assets, then such additional trips and/ or time will be allowed. **If your clients don't pick up their clubs within thirty (30) days of the Execution Date, all un-removed/picked-up items are the sole property of Mrs. Hopper henceforth. Likewise if Mrs. Hopper doesn't remove her clubs within thirty (30) days, those remaining shall belong to your clients.**

Upon your execution hereof on behalf of your clients as their legal representative in the above-referenced cause, and the execution hereof by the Independent Administrator, the parties: (a) will file this document with the Court in the Probate Case, Cause No. PR-10-1517-3, and (b) agree that the Independent Administrator shall treat this Agreement as the parties' Agreed Letter of Instruction (which the IA will accept) as to the treatment of their present joint undivided interests in these Assets, and, pursuant hereto Hereby Instruct the Independent Administrator by virtue of this Agreement, that: the ownership of these Assets described to be delivered unto all these parties in undivided interests, and which thereafter shall be divided herein, is confirmed to forever vest respectively in the parties as indicated herein as their sole and separate (or, in the case of your clients – joint and undivided) property interests in such personalty/chattels. The parties also agree and Instruct the Independent Administrator hereby that no further documents or *indicia* of title are necessary to effectuate this division of the already-delivered Assets agreed hereby, which is self-executing upon execution hereof by you. Once our respective clients pick up the Assets herein referenced, they belong solely to them from then forward-in-time and no other party shall have any further claim against any part of these particular Assets or the value represented by same.

The Independent Administrator's duties with respect to maintaining and preserving such Assets previously released by it in undivided interests to your clients and our client jointly hereunder, and then thereafter subject to division by the Agreement as between our clients

Mr. Christopher M. McNeill
January 25, 2013
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continues until the Asset Groups are all picked up (or time elapses without pick-up by your client and then they become Mrs. Hopper's property, or vice-versa).

The term "Execution Date" shall mean the date on which this Agreement is executed by the last to sign of Mrs. Jo Hopper (through her attorneys) and your clients (through your signature), and the IA.

TIME IS OF THE ESSENCE

If the above accurately reflects the agreement between the parties as mutually drafted and agreed **by you and us**, please sign below and return 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 signature of both **our client and your clients, through their respective attorneys (i.e., the Execution Date)**.

The parties agree a facsimile or email signature hereto is the equivalent of an original for all purposes.

We look forward to a prompt pick-up of the Assets by your clients (or their representatives), at their earliest convenience.

Sincerely,

James Albert Jennings
Attorney for Mrs. Jo N. Hopper
and Agreed in that capacity for Mrs. Hopper

JAJ:je
Encls.

Cc: Client
Michael Graham
Susan Novak, representative for JPMorgan Chase, Independent Administrator, w/encls.
Tom Cantrill, w/encls.

DATE: _____

Mr. Christopher M. McNeill
January 25, 2013
Page 5

AGREED TO:

Christopher M. McNeill on behalf of heirs
Laura Wassmer and Stephen Hopper

Dated: _____

AGREED TO:

Susan Novak, representative for JPMorgan
Chase Bank, N.A.
Independent Administrator

Dated: _____

INDEPENDENT ADMINISTRATOR'S ASSIGNMENT
Wine Stored with Classic Wine Storage, Southlake, Texas 76092

Max D. Hopper ("Decedent"), a resident of Dallas County, Texas, died intestate on January 25, 2010.

An Application for Independent Administration Pursuant to Texas Probate Code §145(e) and for Waiver of Bond Pursuant to §145(p) was filed April 28, 2010 in Cause No. PR-10-1517-3, *In Re: Estate of Max D. Hopper, Deceased*, Dallas County Probate Court No. 3, and Judge Michael E. Miller signed an order appointing JPMorgan Chase Bank, N.A. as Independent Administrator of the Estate of Max D. Hopper on June 30, 2010. JPMorgan Chase Bank, N.A. qualified to serve as Independent Administrator on June 30, 2010 and has continuously served as the Independent Administrator of the Estate of Max D. Hopper (the "Estate") through the date of this instrument.

At the date of death of the Decedent, the Decedent and Jo N. Hopper owned a collection of wine which was then located in their home on Robledo Drive. Substantially all of the wine was the community property of Mr. and Mrs. Hopper, but at least two bottles of wine were the separate property of Mr. Hopper (received as a gift from Steven Hopper). Some of the wine has been sold, and the remaining wine collection is presently located in a leased location with Classic Wine Storage (the "Wine Collection Site"), whose address is 525 Nolen, Suite 200, Southlake, Texas 76092. By this Assignment, the Independent Administrator makes no conveyance of any tangible personal property owned by the Decedent and/or Jo N. Hopper other than the wine presently located at the Wine Collection Site (the "Wine"). The wine collection, when located at Robledo Drive, was itemized and appraised in a written report dated September 2010, prepared by Diane Teitlebaum & Associates, copies of which have been furnished to Jo N. Hopper, Laura S. Wassmer and Stephen Hopper. Not all of the wine appraised in that report is presently located at the Wine Collection Site as of the date of this Assignment.

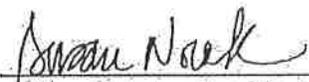
The Decedent was survived by his wife, Jo N. Hopper, and by two adult children, Laura S. Wassmer and Stephen Hopper.

In this instrument, JPMorgan Chase, N.A., acting as Independent Administrator of the Estate, and not in its corporate capacity, is referred to as the "Assignor". In order to evidence the Independent Administrator's release of the Wine from its control as Independent Administrator of the Estate, the release of Jo N. Hopper's community interest in the Wine, and its assignment of the Estate's interest in the Wine to the Estate's beneficiaries, the Assignor by this instrument does hereby release to Jo N. Hopper her undivided one-half community property interest in the Wine, and hereby ASSIGNS AND CONVEYS all of the Estate's right, title and interest in and to the community property Wine in equal undivided one-half interests to each of each of Laura S. Wassmer and to Stephen Hopper. The separate property Wine of Mr. Hopper is hereby

ASSIGNED AND CONVEYED in equal one-third interests to each of Jo N. Hopper, Laura Wassmer, and Stephen Hopper. The Wine is being released and conveyed "AS IS", and the Administrator makes no representation and gives no warranties whatsoever as to title or condition of the Wine, other than the Administrator is releasing or assigning all of its right, title and interest in the Warehouse Personal Property.

EXECUTED as of the 31st day of July, 2013.

JPMORGAN CHASE BANK, N.A., Independent
Administrator,
Estate of Max D. Hopper, Deceased

By: 
Susan Novak, Vice President and Senior Estate Officer

INDEPENDENT ADMINISTRATOR'S ASSIGNMENT
Golf Clubs and Other Tangible Personal Property Located at Richardson Commerce
Centre, 13650 TI Blvd.
Suite 305, Dallas, TX 75243

Max D. Hopper ("Decedent"), a resident of Dallas County, Texas, died intestate on January 25, 2010.

An Application for Independent Administration Pursuant to Texas Probate Code §145(e) and for Waiver of Bond Pursuant to §145(p) was filed April 28, 2010 in Cause No. PR-10-1517-3, *In Re: Estate of Max D. Hopper, Deceased*, Dallas County Probate Court No. 3, and Judge Michael E. Miller signed an order appointing JPMorgan Chase Bank, N.A. as Independent Administrator of the Estate of Max D. Hopper on June 30, 2010. JPMorgan Chase Bank, N.A. qualified to serve as Independent Administrator on June 30, 2010 and has continuously served as the Independent Administrator of the Estate of Max D. Hopper (the "Estate") through the date of this instrument.

At the date of death of the Decedent, the Decedent and Jo N. Hopper owned as part of their community property certain golf clubs and other tangible personal property located in a warehouse at Richardson Commerce Centre 13650 TI Blvd, Suite 305, Dallas, Texas 75243 (the "Warehouse Site"). By this Assignment, the Independent Administrator makes no conveyance of any other tangible personal property owned by the Decedent and/or Jo N. Hopper other than the tangible personal property presently located at the Warehouse site (the "Warehouse Personal Property"). Such Warehouse Tangible Personal Property includes a golf club collection that has been itemized and appraised by Rives R. McBee in a written report dated November 16, 2010, copies of which have been furnished to Jo N. Hopper, Laura S. Wassmer and Stephen Hopper.

The Decedent was survived by his wife, Jo N. Hopper, and by two adult children, Laura S. Wassmer and Stephen Hopper.

In this instrument, JPMorgan Chase, N.A., acting as Independent Administrator of the Estate, and not in its corporate capacity, is referred to as the "Assignor". In order to evidence the Independent Administrator's release of the Warehouse Personal Property from its control as Independent Administrator of the Estate, and its assignment of the Estate's undivided one-half interest in the Warehouse Personal Property to the Estate's beneficiaries, the Assignor by this instrument does hereby release to Jo N. Hopper her undivided one-half community property interest in the Warehouse Personal Property, and hereby ASSIGNS AND CONVEYS all of the Estate's right, title and interest in and to the Warehouse Personal Property in equal undivided one-half interests to each of each of Laura S. Wassmer and Stephen Hopper. The Warehouse

Personal Property is being released and conveyed "AS IS", and the Administrator makes no representation and gives no warranties whatsoever as to title or condition of the Warehouse Personal Property, other than the Administrator is releasing or assigning all of its right, title and interest in the Warehouse Personal Property.

EXECUTED as of the 31st day of July, 2013.

JPMORGAN CHASE BANK, N.A., Independent
Administrator,
Estate of Max D. Hopper, Deceased

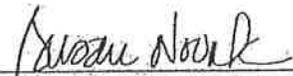
By: 
Susan Novak, Vice President and Senior Estate Officer

EXHIBIT B TO APPENDIX A

REGISTER OF ACTIONS
CASE No. PR-10-01517-1

ESTATE OF MAX D. HOPPER, DECEASED

§
§
§
§
§
§

Case Type: **DECEDENT ADMINISTRATION (INDEPENDENT)**
Subtype: **ADMINISTRATION (INDEPENDENT)**
Date Filed: **04/28/2010**
Location: **Probate Court No. 1**
Case Number History: **PR-10-01517-3**

RELATED CASE INFORMATION

Related Cases

PR-11-03238-1 (ANCILLARY LAWSUIT)

PARTY INFORMATION

APPLICANT	JP MORGAN CHASE BANK, N.A.	Lead Attorneys THOMAS CANTRILL <i>Court Appointed</i> 214-468-3311(W)
DECEDENT	HOPPER, MAX D. DOD: 01/25/2010	JAMES J HARTNETT <i>Retained</i> 214-742-4655(W)

EVENTS & ORDERS OF THE COURT

OTHER EVENTS AND HEARINGS			
04/28/2010	APPLICATION <i>APPLICATION FOR INDEPENDENT ADMINISTRATION PURSUANT TO TEXAS PROBATE CODE 145E AND FOR WAIVER OF BOND PURSUANT TO 145(P)</i> Vol./Book 923, Page 600, 8 pages		
04/29/2010	ISSUE POSTED NOTICES <i>COURT RTN 5-10-10</i> Vol./Book 923, Page 608, 2 pages		
04/29/2010	POSTED NOTICE <i>RTN 4-30-10</i> 2 pages		
	INTERESTED PERSONS	Served Returned	04/29/2010 04/30/2010
04/30/2010	APPLICATION - HEIRSHIP <i>APPLICATION TO DETERMINE HEIRSHIP</i> Vol./Book 923, Page 621, 4 pages		
05/03/2010	ISSUE CITATION <i>COURT RTN 5-17-10</i> Vol./Book 923, Page 625, 2 pages		
05/03/2010	ISSUE CITATION <i>RTN 5-12-10</i> 2 pages		
	INTERESTED PERSONS	Served Returned	05/06/2010 05/12/2010
05/18/2010	ORDER - APPOINTING ATTORNEY AD LITEM <i>JAMES J. HARTNETT, SR. APPOINTED</i> Vol./Book 923, Page 632, 1 pages		
05/20/2010	ORIGINAL ANSWER - GENERAL DENIAL Vol./Book 923, Page 630, 2 pages		
06/09/2010	DETERMINATION OF HEIRSHIP WITH IND ADMINISTRATION (9:00 AM) (Judicial Officer MILLER, MICHAEL E)		
06/11/2010	MISC. EVENT <i>APPLICATION FOR APPOINTMENT OF TEMPORARY ADMINISTRATOR</i> Vol./Book 918, Page 39, 4 pages		
06/14/2010	APPLICATION FOR TEMPORARY ADMINISTRATION (3:30 PM) (Judicial Officer MILLER, MICHAEL E)		
06/14/2010	ORDER - APPOINTING TEMPORARY ADMINISTRATOR <i>W/OUT BOND</i> Vol./Book 917, Page 946, 4 pages		
06/14/2010	PROOF OF DEATH AND OTHER FACTS Vol./Book 918, Page 44, 3 pages		
06/14/2010	OATH FILED Vol./Book 918, Page 47, 1 pages		

06/16/2010 **ISSUE POSTED NOTICES**
COURT RTN 6-28-10
 Vol./Book 923, Page 610, 2 pages

06/16/2010 **POSTED NOTICE**
RTN 6-18-10
 2 pages
 INTERESTED PERSONS

Served 06/16/2010
 Returned 06/18/2010

06/18/2010 **APPLICATION FOR TEMPORARY ADMINISTRATION** (2:00 PM) (Judicial Officer MILLER, MICHAEL E)

06/30/2010 **DETERMINATION OF HEIRSHIP WITH IND ADMINISTRATION** (9:30 AM) (Judicial Officer MILLER, MICHAEL E)

06/30/2010 **ORDER - APPOINTING ADMINISTRATOR**
 -- NO BOND REQUIRED--
 Vol./Book 923, Page 612, 3 pages

06/30/2010 **PROOF OF DEATH AND OTHER FACTS**
 Vol./Book 923, Page 615, 2 pages

06/30/2010 **OATH FILED**
 Vol./Book 923, Page 617, 1 pages

06/30/2010 **JUDGMENT DECLARING HEIRSHIP**
 Vol./Book 923, Page 627, 3 pages

06/30/2010 **PROOF OF DEATH AND OTHER FACTS**
 -- PROOF OF DEATH AND OTHER FACTS-HEIRSHIP- JO N HOPPER --
 Vol./Book 923, Page 633, 2 pages

06/30/2010 **PROOF OF DEATH AND OTHER FACTS**
 --PROOF OF DEATH AND OTHER FACTS -HEIRSHIP- CELIA DORIS KING--
 Vol./Book 923, Page 635, 2 pages

06/30/2010 **PROOF OF DEATH AND OTHER FACTS**
 PROOF OF DEATH AND OTHER FACTS-HEIRSHIP MARTHA BYARS
 Vol./Book 923, Page 637, 2 pages

07/08/2010 **NOTICE TO CREDITORS**
 Vol./Book 923, Page 618, 3 pages

07/29/2010 **WAIVER**
 WAIVER OF NOTICE AND CITATION FOR FINAL ACCOUNTING - JPMORGAN CHASE BANK N.A.
 Vol./Book 928, Page 957, 1 pages

07/29/2010 **FINAL ACCOUNT**
 TEMPORARY ADMINISTRATOR WITH APPLICATION FOR DISCHARGE
 Vol./Book 928, Page 946, 5 pages

07/30/2010 **ISSUE POSTED NOTICES**
COURT RTN 8-16-10 FINAL ACCOUNT
 Vol./Book 928, Page 953, 2 pages

07/30/2010 **POSTED NOTICE**
RTN 8-3-10
 2 pages
 INTERESTED PERSONS

Served 08/02/2010
 Returned 08/03/2010

08/06/2010 **WAIVER**
 ---WAIVER OF NOTICE AND CITATION FOR FINAL ACCOUNTING-LAURA S. WASSMER
 Vol./Book 928, Page 958, 1 pages

08/12/2010 **WAIVER**
 --WAIVER OF NOTICE AND CITATION FOR FINAL ACCOUNTING--JO N. HOPPER
 Vol./Book 928, Page 960, 1 pages

08/17/2010 **WAIVER**
 ---WAIVER OF NOTICE AND CITATION FOR FINAL ACCOUNTING--STEPHEN B. HOPPER
 Vol./Book 928, Page 959, 1 pages

08/25/2010 **MISC. EVENT**
 REPORT OF PAYMENT OF FEE TO AD LITEM ATTORNEY
 Vol./Book 928, Page 955, 2 pages

08/31/2010 **ORDER - APPROVING FINAL ACCOUNT AND CLOSING ESTATE**
 TEMPORARY ADMINISTRATION
 Vol./Book 928, Page 951, 2 pages

09/28/2010 **APPLICATION -INVENTORY EXTENSION**
 Vol./Book 935, Page 776, 2 pages

10/13/2010 **ORDER - APPROVING INVENTORY EXTENSION**
dd 12-27-10
 Vol./Book 935, Page 778, 1 pages

12/16/2010 **APPLICATION -INVENTORY EXTENSION**
 SECOND
 Vol./Book 946, Page 994, 2 pages

12/31/2010 **ORDER - APPROVING INVENTORY EXTENSION**
dd 3-28-11
 Vol./Book 946, Page 996, 1 pages

03/25/2011 **APPLICATION -INVENTORY EXTENSION**
 THIRD

04/19/2011 **APPLICATION -INVENTORY EXTENSION**
 AMENDED APPLICATION FOR THIRD EXTENSION OF TIME IN WHICH TO FILE INVENTORY, APPRAISEMENT AND LIST OF CLAIMS
 Vol./Book 966, Page 492, 2 pages

10/14/2011 **RULE 11 AGREEMENT**
(E-FILE)
Vol./Book 995, Page 937, 6 pages

10/14/2011 **NOTICE - NONSUIT**
(E-FILE)

10/17/2011 **RESPONSE**
--PLAINTIFF JO N. HOPPER'S RESPONSE TO JPMORGAN CHASE BANK, N.A.'S SPECIAL EXECEPTIONS(COPY)

10/18/2011 **MOTION - HEARING** (9:00 AM) (Judicial Officer PEYTON, JOHN B)
Section 75 motion

10/18/2011 **SPECIAL EXCEPTIONS** (9:00 AM) (Judicial Officer PEYTON, JOHN B)
on th Removal Issue

10/18/2011 **ORDER - MEDIATION**
--ORDER GRANTING INDEPENDENT ADMINISTRATOR'S MOTION TO COMPEL MEDIATION
Vol./Book 995, Page 950, 1 pages

10/19/2011 **ORDER - MISCELLANEOUS**
--AGREED PROTECTIVE ORDER
Vol./Book 995, Page 962, 15 pages

10/31/2011 **CANCELED SPECIAL EXCEPTIONS** (1:50 PM) (Judicial Officer MILLER, MICHAEL E)
REQUESTED BY ATTORNEY/PRO SE

11/11/2011 **LETTER TO COURT**
JAMES ALBERT JENNINGS.

11/28/2011 **RULE 11 AGREEMENT**
E-FILE

11/28/2011 **RULE 11 AGREEMENT**

01/10/2012 **VACATION LETTER**
2/24/12---3/5/12 JAMES ALBERT JENNINGS

01/27/2012 **CANCELED EVIDENTIARY HEARING** (9:00 AM) (Judicial Officer MILLER, MICHAEL E)
REQUESTED BY ATTORNEY/PRO SE

01/27/2012 **CANCELED EVIDENTIARY HEARING** (1:30 PM) (Judicial Officer MILLER, MICHAEL E)
OTHER REASONS

01/27/2012 **CANCELED OBJECTIONS** (9:00 AM) (Judicial Officer MILLER, MICHAEL E)
REQUESTED BY ATTORNEY/PRO SE

01/27/2012 **CANCELED OBJECTIONS** (1:30 PM) (Judicial Officer MILLER, MICHAEL E)
REQUESTED BY ATTORNEY/PRO SE

02/13/2012 **MOTION**
TO ENFORCE MEDITATION ORDER

02/13/2012 **NOTICE - HEARING / FIAT**
EFILED: NOTICE OF HEARING WITHOUT FIAT (EC057J016723785)

04/17/2012 **MISC. EVENT**
INDEPENDENT ADMINISTRATOR'S PETITION REQUESTING INSTRUCTION.

05/03/2012 **VACATION LETTER**
5/25/12--6/1/12 (ATTY. JOHN C. EICHMAN)

05/07/2012 **ISSUE CITATION**
PRIVATE PROCSS
2 pages

05/07/2012 **ISSUE CITATION**
RTN
2 pages
HOPPER, JO N. Unserved

05/07/2012 **ISSUE CITATION**
PRIVATE PROCESS
2 pages

05/07/2012 **ISSUE CITATION**
RTN
2 pages
HOPPER, STEPHEN Unserved

05/07/2012 **ISSUE CITATION**
PRIVATE PROCESS

05/07/2012 **ISSUE CITATION**
RTN
2 pages
WASSMER, LAURA Unserved

05/16/2012 **ORIGINAL ANSWER - GENERAL DENIAL**

06/05/2012 **NOTICE - NONSUIT**
INDEPENDENT ADMINISTRATOR'S NOTICE OF NON-SUIT REGARDING PETITION REQUESTING INSTRUCTION (E-FILE)

06/29/2012 **APPLICATION -INVENTORY EXTENSION**

06/29/2012 **INVENTORY AND APPRAISEMENT- AMENDED / SUPPLEMENT**

08/06/2012 **ORDER - EXTENDED TIME TO FILE**
-ORDER GRANTING MOTION FOR EXTENSION OF TIME IN WHICH TO FILE SECTION 149 (A) ACCOUNTING
Vol./Book 52, Page 725, 1 pages

08/30/2012 **MOTION**
PLAINTIFF'S AND DEFENDANT CHILDREN'S JOINT MOTION TO STAY.

09/12/2012 **MOTION - QUASH**
JO N. HOPPER'S MOTION TO QUASH DEPOSITIONS OF BOTH: JO N. HOPPER AND SARAH WILLIAMSON.

09/12/2012 **MOTION - QUASH**
DEPOSITON OF SARAH WILLIAMSON (E-FILE)
2 pages

10/19/2012 **CANCELED MOTION - HEARING** (2:00 PM) (Judicial Officer MILLER, MICHAEL E)
REQUESTED BY ATTORNEY/PRO SE
moved to Nov 2 2012

10/19/2012 **CANCELED MOTION - QUASH** (2:00 PM) (Judicial Officer MILLER, MICHAEL E)
REQUESTED BY ATTORNEY/PRO SE

10/19/2012 **CANCELED MOTION - QUASH** (2:00 PM) (Judicial Officer MILLER, MICHAEL E)
REQUESTED BY ATTORNEY/PRO SE
moved to 11-2-12

10/19/2012 **ORDER - APPROVING AMENDED / SUPPLEMENT INVENTORY**
FIRST AMENDED

10/24/2012 **OBJECTION**
JO N. HOPPER'S OBJECTIONS TO JPMORGAN CHASE BANK, N.A.'S SCHEDULES FOR THE FINAL ACCOUNT 1/25/10--5/31/12

10/31/2012 **MOTION**
STEPHEN HOPPER'S AND LAURA WASSMER'S UNOPPOSED MOTION FOR SUBSTITUTION OF COUSEL.

11/01/2012 **CORRESPONDENCE - LETTER TO FILE**
LETTER TO JUDGE MILLER (E-FILE)

11/02/2012 **MOTION - QUASH** (3:00 PM) (Judicial Officer MILLER, MICHAEL E)
Two Different Motions to Quash

11/02/2012 **MOTION - HEARING** (3:00 PM) (Judicial Officer MILLER, MICHAEL E)
Plaintiffs and Children Joint Motions to Stay filed 8-30-12

11/02/2012 **ORDER**
-ORDER GRANTING STEPHEN HOPPER'S AND LAURA WASSMER'S UNOPPOSED MOTION FOR SUBSTITUTION OF COUNSEL-
CHRISTOPHER M. MCNEILL, ATTORNEY AND STEVEN R. BLOCK, ATTORNEY ARE HEREBY SUBSTITUTED AS COUNSEL OF RECORD

11/02/2012 **ORDER**
-ORDER GRANTING STEPHEN HOPPER'S AND LAURA WASSMER'S UNOPPOSED MOTION FOR SUBSTITUTION OF COUNSEL

11/09/2012 **CANCELED MOTION - QUASH** (10:00 AM) (Judicial Officer MILLER, MICHAEL E)
REQUESTED BY ATTORNEY/PRO SE
phone message from Valerie

11/13/2012 **MOTION - VACATE**
PLAINTIFF JO N. HOPPER'S MOTION TO VACATE AND FOR NEW TRIAL RE: THE COURT'S OCTOBER 19, 2012 ORDER APPROVING FIRST
AMENDED INVENTORY, APPRAISEMENT AND LIST OF CLAIMS

11/15/2012 **MOTION - VACATE**
STEPHEN HOPPER'S AND LAURA WASSMER'S MOTION TO VACATE THE COURT'S OCTOBER 19, 2012 ORDER APPROVING FIRST
AMENDED INVENTORY, APPRAISEMENT AND LIST OF CLAIMS

12/03/2012 **NOTICE - HEARING / FIAT**
MOTION TO VACATE AND FOR NEW TRIAL 12-31-2012 @ 2:30pm

12/03/2012 **NOTICE - HEARING / FIAT**
JO N. HOPPER'S MOTION TO VACATE AND FOR NEW TRIAL 12-31-2012 @ 2:30PM

12/06/2012 **MISC. EVENT**
AMENDED COMPLAINT AND OBJECTION TO AMENDED INVENTORY, APPRAISEMENT AND LIST OF CLAIMS BY JO N. HOPPER

12/17/2012 **VACATION LETTER**
DECEMBER 22 - DECEMBER 30

12/26/2012 **OBJECTION**
STEPHEN HOPPER'S AND LAURA WASSMER'S OBJECTION TO FIRST AMENDED INVENTORY, APPRAISEMENT AND LIST OF CLAIMS

12/31/2012 **MOTION - VACATE** (2:30 PM) (Judicial Officer MILLER, MICHAEL E)

01/02/2013 **LETTER TO COURT**
ERHARD & JENNINGS

01/02/2013 **ORDER**
VACATING: OCTOBER 19, 2012 ORDER APPROVING FIRST AMENDED INVENTORY, APPRAISEMENT AND LIST OF CLAIMS - IT IS
THEREFORE ORDERED THAT THE COURT'S OCTOBER 19, 2012 ORDER APPROVING FIRST AMENDED INVENTORY, APPRAISEMENT
AND LIST OF CLAIMS IS NULL AND VOID AND IS HEREBY VACATED

01/10/2013 **MISC. EVENT**
INDEPENDENT ADMINISTRATOR'S SPECIAL EXCEPTION TO STEPHEN HOPPER'S AND LAURA WASSMER'S OBJECTION TO AMENDED
INVENTORY, APPRAISEMENT AND LIST OF CLAIMS (E-FILE)

01/10/2013 **RESPONSE**
INDEPENDENT ADMINISTRATOR'S ANSWER AND SPECIAL EXCEPTIONS TO JO N. HOPPER'S AMENDED COMPLAINT AND OBJECTION
TO AMENDED INVENTORY, APPRAISEMENT AND LIST OF CLAIMS (E-FILE)

01/15/2013 **VACATION LETTER**
FEBRUARY 22 - MARCH 4...MAY 20 - JUNE 10

01/16/2013 **CANCELED MOTION - SET ASIDE** (1:30 PM) (Judicial Officer MILLER, MICHAEL E)
REQUESTED BY ATTORNEY/PRO SE
ON ORDER APPROVING I & A

01/18/2013 **LETTER TO COURT**

02/05/2013 **NOTICE - HEARING / FIAT**
FEBRUARY 15TH, 2013 @ 11:30AM

02/13/2013 **RESPONSE**
INDEPENDENT ADMINISTRATOR'S RESPONSE TO JOINT MOTION TO STAY

02/13/2013 **OBJECTION**
SECOND AMENDED COMPLAINT TO AMENDED INVENTORY, APPRAISEMENT AND LIST OF CLAIMS BY JO N. HOPPER

02/14/2013 **MISC. EVENT**
STEPHEN HOPPER'S AND LAURA WASSMER'S AMENDED OBJECTION TO FIRST AMENDED INVENTORY, APPRAISEMENT AND LIST OF
CLAIMS

- 02/15/2013 CANCELED **SPECIAL EXCEPTIONS** (1:30 PM) (Judicial Officer MILLER, MICHAEL E)
REQUESTED BY ATTORNEY/PRO SE
2) SPECIAL EXCEPTIONS & MOTION TO QUASH
- 02/15/2013 CANCELED **MOTION - STAY DISCOVERY** (11:30 AM) (Judicial Officer MILLER, MICHAEL E)
REQUESTED BY ATTORNEY/PRO SE
Plain. and Def. Children's JOINT MOTION TO STAY
- 02/26/2013 **CORRESPONDENCE - LETTER TO FILE**
WITHDRAWAL OF SETTING ON FEBRUARY 15, 2013
- 08/21/2013 **VACATION LETTER**
- 11/01/2013 **INVENTORY AND APPRAISEMENT- AMENDED / SUPPLEMENT**
SECOND AMENDED INVENTORY, APPRAISEMENT AND LIST OF CLAIMS
- 11/27/2013 **RULE 11 AGREEMENT**
- 12/20/2013 CANCELED **OBJECTIONS** (3:00 PM) (Judicial Officer MILLER, MICHAEL E)
REQUESTED BY ATTORNEY/PRO SE
TO INVENTORY & APPRAISEMENT
- 12/23/2013 **RULE 11 AGREEMENT**
FIRST AMENDED RULE 11 AGREEMENT REGARDING OBJECTIONS TO FIRST AMENDED INVENTORY, APPRAISEMENT AND LIST OF CLAIMS
- 12/26/2013 **RULE 11 AGREEMENT**
FIRST AMENDED RULE 11 AGREEMENT REGARDING OBJECTIONS TO FIRST AMENDED INVENTORY, APPRAISEMENT AND LIST OF CLAIMS
- 12/30/2013 **ORDER - APPROVING INVENTORY AND APPRAISEMENT**
" SECOND AMENDED INVENTORY , APPRAISEMENT AND LIST OF CLAIMS "
- 09/10/2015 **SERVICE - CERTIFIED / REGISTERED MAIL**
AMENDED CERTIFICATE OF SERVICE
- 09/14/2015 **CORRESPONDENCE - LETTER TO FILE**
WITH PROPOSED ORDER
- 09/14/2015 **MOTION - SUBSTITUTION OF COUNSEL**
UNOPPOSED MOTION FOR SUBSTITUTION OF COUNSEL
- 09/21/2015 **ORDER**
-ORDER ON PLAINTIFFS UNOPPOSED MOTION FOR SUBSTITUTION OF COUNSEL
- 01/04/2016 **ORDER - RECUSAL**
-ORDER OF RECUSAL AND REFERRAL FOR ASSIGNMENT-IT IS FURTHERED ORDERED, ADJUDGED AND DECREED THAT ALL MATTERS IN THIS CAUSE BY REFERRED TO THE HONORABLE GUY HERMAN, PRESIDING JUDGE, STATUTORY PROBATE COURTS OF THE STATE OF TEXAS ETC.
- 01/12/2016 **ORDER**
-ORDER OF MINUTE ORDER 2016-003 FROM PRESIDING STATUTORY PROBATE JUDGE OF THE STATE OF TEXAS FROM JUDGE GUY S. HERMAN-IT IS THEREFORE ORDERED THAT THE DALLAS COUNTY CLERK RANDOMLY REASSIGN THE ABOVE-REFERENCED CASE TO A JUDGE OF ONE THE STATUTORY PROBATE COURTS LOCATED IN THE COUNTY, OTHER THAN THE JUDGE OF DALLAS COUNTY PROBATE COURT NO. 3 ETC
- 01/12/2016 **ORDER**
-AMENDED MINUTE ORDER 2016-001 FROM JUDGE GUY S. HERMAN, PRESIDING JUDGE STATUTORY PROBATE COURTS OF TEXAS-IT IS THEREFORE ORDERED THE APPOINTMENT OF THE HONORABLE JOE LOVING, A SENIOR STATUTORY PROBATE JUDGE ON JANUARY 6, 2016 IS SET ASIDE AND THAT THE ABOVE MATTERS ARE RANDOMLY REASSIGNED TO A JUDGE OF ONE OF THE OTHER STATUTORY PROBATE COURTS LOCATED IN THE COUNTY ETC.
- 01/21/2016 **CORRESPONDENCE - LETTER TO FILE**
FROM JUDGE HERMAN GUY
- 01/21/2016 **CORRESPONDENCE - LETTER TO FILE**
FROM JUDGE HERMAN GUY

FINANCIAL INFORMATION

APPLICANT JP MORGAN CHASE BANK, N.A.			
	Total Financial Assessment		780.00
	Total Payments and Credits		780.00
	Balance Due as of 01/28/2016		0.00
04/28/2010	Transaction Assessment		226.00
04/28/2010	PAYMENT (CASE FEES)	Receipt # PR-2010-08279	(226.00)
04/30/2010	Transaction Assessment		64.00
04/30/2010	PAYMENT (CASE FEES)	Receipt # PR-2010-08447	(64.00)
06/15/2010	Transaction Assessment		20.00
06/15/2010	PAYMENT (CASE FEES)	Receipt # PR-2010-11072	(20.00)
06/30/2010	Transaction Assessment		32.00
06/30/2010	Transaction Assessment		2.00
06/30/2010	PAYMENT (CASE FEES)	Receipt # PR-2010-11950	(2.00)
06/30/2010	PAYMENT (CASE FEES)	Receipt # PR-2010-11951	(32.00)
07/29/2010	Transaction Assessment		51.00
07/29/2010	PAYMENT (CASE FEES)	Receipt # PR-2010-14116	(51.00)
09/28/2010	Transaction Assessment		2.00
09/28/2010	PAYMENT (CASE FEES)	Receipt # PR-2010-18288	(2.00)
10/14/2010	Transaction Assessment		60.00
10/14/2010	PAYMENT (CASE FEES)	Receipt # PR-2010-19343	(60.00)
12/16/2010	Transaction Assessment		2.00

12/16/2010	PAYMENT (CASE FEES)	Receipt # PR-2010-23660	SALLY J LUNDAY	(2.00)
06/15/2011	Transaction Assessment			50.00
06/15/2011	PAYMENT (CASE FEES)	Receipt # PR-2011-11853	ERHARD & JENNINGS, PC	(50.00)
06/24/2011	Transaction Assessment			27.00
06/24/2011	PAYMENT (CASE FEES)	Receipt # PR-2011-12379	HUNTON & WILLIAMS	(27.00)
06/30/2011	Transaction Assessment			25.00
06/30/2011	PAYMENT (CASE FEES)	Receipt # PR-2011-12804	ERHARD & JENNINGS PC	(25.00)
07/26/2011	Transaction Assessment			65.00
07/26/2011	PAYMENT (MAIL)	Receipt # PR-2011-14293	GARY STOLBACH PC	(65.00)
08/22/2011	Transaction Assessment			4.00
08/22/2011	PAYMENT (CASE FEES)	Receipt # PR-2011-16304	HUNTON & WILLIAMS	(4.00)
10/05/2011	Transaction Assessment			2.00
10/06/2011	Transaction Assessment			4.00
10/06/2011	Transaction Assessment			25.00
10/06/2011	PAYMENT (CASE FEES)	Receipt # PR-2011-19814	JOE STEWART	(25.00)
10/07/2011	Transaction Assessment			2.00
10/17/2011	Transaction Assessment			2.00
10/17/2011	Transaction Assessment			2.00
10/18/2011	PAYMENT (MAIL)	Receipt # PR-2011-20569	HUNTON & WILLIAMS	(8.00)
10/26/2011	PAYMENT (MAIL)	Receipt # PR-2011-21235	HUNTON & WILLIAMS LLP	(4.00)
11/28/2011	Transaction Assessment			2.00
12/01/2011	PAYMENT (MAIL)	Receipt # PR-2011-23545	HUNTON & WILLIAMS	(2.00)
02/13/2012	Transaction Assessment			2.00
02/16/2012	PAYMENT (MAIL)	Receipt # PR-2012-03447	HUNTON WILLIAMS LLP	(2.00)
05/04/2012	Transaction Assessment			12.00
05/04/2012	PAYMENT (CASE FEES)	Receipt # PR-2012-09515	HUNTON & WILLIAMS	(12.00)
06/06/2012	Transaction Assessment			2.00
06/08/2012	PAYMENT (MAIL)	Receipt # PR-2012-12144	HUNTON & WILLIAMS LLP	(2.00)
06/29/2012	Transaction Assessment			2.00
06/29/2012	PAYMENT (CASE FEES)	Receipt # PR-2012-13811	HUNTON & WILLIAMS	(2.00)
06/29/2012	Transaction Assessment			25.00
06/29/2012	PAYMENT (CASE FEES)	Receipt # PR-2012-13814	GUARANTEED EXPRESS	(25.00)
09/13/2012	Transaction Assessment			2.00
09/19/2012	PAYMENT (MAIL)	Receipt # PR-2012-19599	THOMPSON COE COUSINS	(2.00)
10/24/2012	Transaction Assessment			25.00
10/24/2012	PAYMENT (CASE FEES)	Receipt # PR-2012-22214	EPHARD & JENNINGS	(25.00)
10/31/2012	Transaction Assessment			2.00
10/31/2012	PAYMENT (CASE FEES)	Receipt # PR-2012-22743	CHRISTOPHER M. MCNEILL	(2.00)
11/01/2012	Transaction Assessment			2.00
11/05/2012	PAYMENT (MAIL)	Receipt # PR-2012-23003	DEE GREVE	(2.00)
11/14/2012	Transaction Assessment			8.00
11/14/2012	PAYMENT (CASE FEES)	Receipt # PR-2012-23727	JP MORGAN CHASE BANK, N.A.	(8.00)
01/11/2013	Transaction Assessment			4.00
01/15/2013	PAYMENT (MAIL)	Receipt # PR-2013-00984	HUNTON & WILLIAMS LLP	(2.00)
01/15/2013	PAYMENT (MAIL)	Receipt # PR-2013-00985	HUNTON & WILLIAMS LLP	(2.00)
11/01/2013	Transaction Assessment			25.00
11/01/2013	PAYMENT (CASE FEES)	Receipt # PR-2013-23300	HUNTON WILLIAMS \$2.00 SPECIAL DELIVERY \$23.00	(25.00)

ATTORNEY CANTRILL, THOMAS

Total Financial Assessment				29.00
Total Payments and Credits				29.00
Balance Due as of 01/28/2016				0.00

03/25/2011	Transaction Assessment			2.00
03/25/2011	PAYMENT (CASE FEES)	Receipt # PR-2011-06046	CANTRILL, THOMAS	(2.00)
10/07/2011	Transaction Assessment			1.00
10/07/2011	Transaction Assessment			25.00
10/07/2011	PAYMENT (CASE FEES)	Receipt # PR-2011-19902	CANTRILL, THOMAS	(25.00)
10/07/2011	PAYMENT (CASE FEES)	Receipt # PR-2011-19903	CANTRILL, THOMAS	(1.00)
10/18/2011	Transaction Assessment			1.00
10/18/2011	PAYMENT (CASE FEES)	Receipt # PR-2011-20591	CANTRILL, THOMAS	(1.00)

INDEPENDENT ADMINISTRATOR JP MORGAN CHASE BANK, NA.

Total Financial Assessment				44.00
Total Payments and Credits				44.00
Balance Due as of 01/28/2016				0.00

08/10/2010	Transaction Assessment			40.00
08/10/2010	PAYMENT (CASE FEES)	Receipt # PR-2010-14907	JP MORGAN CHASE BANK, N.A.	(40.00)
11/19/2014	Transaction Assessment			4.00
11/19/2014	PAYMENT (CASE FEES)	Receipt # PR-2014-22639	JP MORGAN CHASE BANK, N.A.	(4.00)

INTERESTED PERSONS INTERESTED PERSONS

Total Financial Assessment 301.00
Total Payments and Credits 301.00
Balance Due as of 01/28/2016 0.00

08/26/2015 Transaction Assessment 301.00
08/26/2015 PAYMENT (CASE FEES) Receipt # PR-2015-16192 ERIC SCHWARTZ (301.00)

OTHER HOPPER, JO N.

Total Financial Assessment 2.00
Total Payments and Credits 2.00
Balance Due as of 01/28/2016 0.00

09/14/2015 Transaction Assessment 2.00
09/14/2015 CREDIT CARD - TEXFILE Receipt # PR-2015-17455 HOPPER, JO N. (2.00)
(CC)