

CAUSE No. DC-13-09969

JO N. HOPPER,

Plaintiff,

v.

LAURA S. WASSMER AND
STEPHEN B. HOPPER,

Defendants.

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IN THE DISTRICT COURT

DALLAS COUNTY, TEXAS

44th JUDICIAL DISTRICT

**PLAINTIFF JO N. HOPPER'S RESPONSE IN OPPOSITION TO DEFENDANTS'
MOTION FOR PARTIAL SUMMARY JUDGMENT ON PLAINTIFF'S CAUSES OF
ACTION FOR BREACH OF CONTRACT AND SPECIFIC PERFORMANCE**

**PLAINTIFF JO N. HOPPER’S RESPONSE IN OPPOSITION TO DEFENDANTS’
MOTION FOR PARTIAL SUMMARY JUDGMENT ON PLAINTIFF’S CAUSES OF
ACTION FOR BREACH OF CONTRACT AND SPECIFIC PERFORMANCE**

Plaintiff Jo N. Hopper (“Plaintiff” or “Mrs. Hopper”) files her Response (“Response”) in Opposition to Defendants Stephen B. Hopper and Laura S. Wassmer’s (collectively, the “Heirs”) Motion for Partial Summary Judgment on Plaintiff’s Causes of Action for Breach of Contract and Specific Performance (“Motion”). Plaintiff and the Heirs are referred to collectively herein as the “Parties.”

I. SUMMARY JUDGMENT EVIDENCE IN SUPPORT OF OPPOSITION

This Response is supported by the following:

- A. Affidavit of James Albert Jennings (Exhibit 1).
- B. Affidavit of Jo N. Hopper (Exhibit 2).
- C. Affidavit of Alan S. Loewinsohn (Exhibit 3).
- D. All of the pleadings on file in the above-styled action, of which Plaintiff requests that this Court take judicial notices for all purposes other than the truth of the matter asserted in any factual allegation contained in any pleading.
- E. To the extent necessary and relevant, the summary judgment evidence filed by the Heirs.

II. SUMMARY

The Heirs and Plaintiff own undivided interests in 960 bottles of wine and 6764 individual golf clubs and 102 golf collectibles. All of the Parties in this lawsuit agree that those interests need to be divided. The summary judgment evidence conclusively shows that an agreement was reached in 2013 as to how to divide those interests, or in the alternative, that there is a genuine issue of material fact precluding summary judgment. If the Court were to find there was no agreement, then in this lawsuit the Court will need to decide how to divide equitably those 960 bottles of wine and 6764 individual golf clubs and 102 golf collectibles. Alternatively, the Court

would have to order that they be sold by a Sheriff, which is in none of the Parties' interests since, given the nature and volume of the property, such a sale is not likely to bring anywhere near top dollar.

III. FACTS IN SUPPORT OF OPPOSITION TO MOTION FOR SUMMARY JUDGMENT

1. Plaintiff was married to Max D. Hopper from June 6, 1981 until January 25, 2010, when Max Hopper passed away. Affidavit of Jo N. Hopper ("Hopper Aff.") at ¶2.

2. Some of the property that was part of the Estate of Max D. Hopper included 960 bottles of wine and (the "Wine at Issue") 6764 individual golf clubs and 102 golf collectibles (the "Golf Clubs at Issue"). *Id.* at ¶3.

3. On July 31, 2013, JPMorgan Chase Bank, N.A. ("JPMorgan"), as the Independent Administrator of the Estate of Max D. Hopper, assigned the Wine at Issue to Plaintiff and the Heirs in undivided interests. Affidavit of James Albert Jennings ("Jennings Aff.") at ¶4, Ex. A.

4. On July 31, 2013, JPMorgan, as the Independent Administrator of the Estate of Max D. Hopper, also assigned the Golf Clubs at Issue to Plaintiff and the Heirs in undivided interests. Jennings Aff. at ¶5, Ex. B.

5. On August 6, 2013, James Jennings ("Mr. Jennings"), as counsel for Mrs. Hopper, sent an email (the "August 6 Email") to Chris McNeill ("Mr. McNeill"), as counsel for the Heirs, containing an offer on behalf of Mrs. Hopper for the Heirs to select either group A or group B (the "Lots") from a list of two groups or Lots, one denominated Group A and one denominated Group B, proposing to divide the respective parties' (i.e., the Heirs' and Mrs. Hopper's) respective undivided and jointly held interests in the Wine at Issue and the Golf Clubs at Issue (referred to herein as "Group A Wine," "Group B Wine," "Group A Golf Clubs," and "Group B Golf Clubs") (the "Offer"). Jennings Aff. at ¶6, Ex. C.

6. The August 6 Email in no way conditioned the Offer contained therein on the execution of a Rule 11 Agreement, or any other written agreement. *Id.* When Mr. Jennings wrote, “Please select and we will draw up an agreement accordingly,” the purpose of such an agreement to be drawn up was to memorialize the agreement in one document to avoid anyone having to review multiple emails to confirm the terms of the agreement. *Id.* The few “mechanical decisions” referenced in the August 6 Email regarding removal of the assets were minor, logistical issues (the “Logistical Issues”) regarding removal of the assets from where they were being stored and were merely decisions to be made in implementing the Offer and not terms of the Offer. *Id.*; Loewinsohn Aff. at ¶5, Ex. B at 44:11-18; *Id.* at ¶7, Ex. C.

7. Mr. Jennings had the authority of Plaintiff to send the August 6 Email and make the Offer therein. Jennings Aff. at ¶7.

8. On August 13, 2013, Mr. Jennings received an email from Mr. McNeill, counsel for the Heirs, accepting the Offer made in the August 6 Email, wherein he states “my clients have selected group A for each of the wine and golf clubs.” (the “Acceptance”). Jennings Aff. at ¶8, Ex. D. The August 6 Email and the August 13 email collectively constitute the “Agreement.”

9. Mr. McNeill had the authority to send the August 13 Email and the information contained therein to Mr. Jennings as counsel for Plaintiff. Jennings Aff. at ¶8.

10. After the Heirs were later sued for breaching the Agreement, in their original answer, filed by Mr. McNeill on September 27, 2013, the Heirs asserted that:

In the alternative, without admitting the existence of any contract between Plaintiff and Defendants, Defendants assert that Plaintiff’s claims and allegations as set forth in her Original Petition are barred because any such alleged contract was entered into on Defendants’ behalf by an agent who did not have the authority to do so.

After the Heirs’ counsel was then challenged on that defense, on October 3, 2013, Mr. McNeill signed an affidavit confirming that defense was untrue and that he did have authority to

send the August 13 Email (*see* Jennings Aff. at ¶8, Ex. E), and on that same day Mr. McNeill filed an amended answer omitting the “lack of authority” defense. At their depositions recently, both the Heirs confirmed that Mr. McNeill had authority to send the August 13 Email. Loewinsohn Aff. at ¶3, Ex. A at 58:18-20; 59:12-60:3; 68:22-69:11; Loewinsohn Aff. at ¶5, Ex. B at 38:1-17; 43:14-23.

11. After Mr. Jennings received the August 13 Email, Mr. Jennings drafted and sent to Mr. McNeill a proposed Rule 11 Agreement (the “August 13 Rule 11 Agreement”) (and a later revision to that Rule 11 Agreement (the “August 20 Rule 11 Agreement”)) in an attempt to memorialize the terms of the Agreement. Jennings Aff. at ¶9.

IV. ARGUMENT AND AUTHORITIES

A. Legal Standards For Motion for Summary Judgment

1. Traditional Motion for Summary Judgment

In deciding whether a disputed fact issue precluding a traditional motion for summary judgment exists, the Court must resolve every reasonable inference in favor of the non-movant (Plaintiff herein) and all evidence favorable to the Plaintiff will be taken as true. *Nixon v. Mr. Prop. Mgmt. Co.*, 690 S.W.2d 546, 548-49 (Tex. 1985). In reviewing a summary judgment, the court must take all of the non-movant’s evidence as true, along with all reasonable inferences flowing from it, and the court must resolve all doubts in the non-movant’s favor. *Randall’s Food Mkts., Inc. v. Johnson*, 891 S.W.2d 640, 644 (Tex. 1995). “If it appears anywhere in the record that a fact issue is raised, whether supported by the pleadings or not, a summary judgment is improper.” *Gonzales v. Texas Emp. Ins. Ass’n*, 408 S.W.2d 521, 523 (Tex.Civ.App.—Eastland 1966, writ ref’d n.r.e.). “As a general rule, because intent to be bound is a question of fact,

summary judgment would not be appropriate.” *Herring v. Heron Lakes Estates Owners Association, Inc.*, 2011 WL 2739517, at *3 (Tex.App.—Houston [14th Dist.] Jan. 4, 2011, no pet.).

B. The Motion Should be Denied Because the Facts Are Undisputed That an Enforceable Contract Was Formed, Or In the Alternative, There Is A Genuine Issue of Material Fact As to Whether An Enforceable Contract Was Formed

1. Applicable Legal Authorities

In order to establish a claim for breach of contract, Plaintiff must establish the existence of an enforceable contract. *Coleman v. Reich*, 417 S.W.3d 488, 491 (Tex.App.—Houston [14th Dist.] 2013, no pet.). The elements of an enforceable contract are: (1) an offer; (2) acceptance; (3) a meeting of the minds; (4) a communication that each party consented to the terms of the contract; (5) execution and delivery of the contract with an intent that it become mutual and binding on both parties; and (6) consideration.¹ *Id.* Parties can agree upon certain contractual terms and leave other terms for later negotiations. *Scott v. Ingle Bros. Pac., Inc.*, 489 S.W.2d 554, 555 (Tex. 1972). It is only when an essential term of a contract is left open for future negotiations that there is no binding contract, only an agreement to agree. *McCulley Fine Arts Gallery, Inc. v. “X” Partners*, 860 S.W.2d 473, 477 (Tex.App.—El Paso 1993, no writ). Moreover, parties to a contract may expressly provide that new matters or terms will be incorporated or interpreted along with the existing contract when those matters or terms are agreed upon. *Frank B. Hall & Co. v. Buck*, 678 S.W.2d 612, 629 (Tex.App.—Houston [14th Dist.] 1984, writ ref’d n.r.e.).

¹ The Heirs do not contest in their Motion the element of consideration. Nevertheless, the August 6 Email and the August 13 Email on their face evidence a bargained-for exchanges of promises consisting of benefits and detriments to the Parties. *Ulico Cas. Co. v. Allied Pilots Ass’n*, 262 S.W.3d 773, 790 (Tex. 2008).

2. It is undisputed in Plaintiff's favor, or in the alternative, there is a genuine issue of material fact, that an offer was made, as contained in the August 6 Email

The Heirs do not contest in their Motion that an offer was made, but to support the rest of their argument, they mischaracterize what constituted the “offer.”

The Heirs argue that the Offer was made in the August 20 Rule 11 Agreement and that because that Rule 11 Agreement was never executed, no enforceable agreement was reached. Although it is convenient for purposes of their Motion for the Heirs to argue that the Offer was transmitted in the August 20 Rule 11 Agreement, the summary judgment evidence establishes conclusively, or at a minimum raises a material fact issue in dispute, that the Offer was transmitted in the August 6 Email from Mr. Jennings to Mr. McNeill.

On August 6, 2013, Mr. Jennings sent an email to Mr. McNeill which reflected an offer without further restriction or condition for the Heirs to select either group A or group B from a list of two groups or Lots, one denominated Group A and one denominated Group B, proposing to divide the respective parties' (i.e., the Heirs' and Plaintiff's) respective undivided and jointly held interests in the Wine at Issue and the Golf Clubs at Issue allowing the Heirs to select either of the two Lots for both the Wine and Issue and the Golf Clubs at Issue. Mr. Jennings had the authority of Plaintiff to send the August 6 Email and to make the Offer therein.

3. It is undisputed in Plaintiff's favor, or in the alternative, there is a genuine issue of material fact of, that the Offer was accepted in the August 13 Email

The August 13 Email unequivocally accepted the Offer. On August 13, 2013, Mr. McNeill sent an email to Mr. Jennings in which he stated “[m]y clients have selected group A for each of the wine and the golf clubs. Please advise how you would like to proceed.” Mr. McNeill unquestionably had the authority, according to both Mr. McNeill and the Heirs, to send the August 13 Email and convey the information contained therein. Thus, the summary judgment evidence

conclusively establishes that the Offer was accepted. In the alternative, there is a genuine issue of material fact whether the Offer was accepted, precluding summary judgment.

4. The evidence conclusively establishes, or, in the alternative, there is a genuine issue of material fact, execution and delivery of the Agreement with an intent that it become mutual and binding on both parties

On their face, the August 6 Email (Offer) and the August 13 Email (Acceptance) conclusively evidence execution and delivery of the Agreement with an intent that it become mutual and binding on both parties.

Further, to the extent that the Heirs were to suggest the fact that the August 6 Email contains the language “we will draw up an agreement accordingly” proves otherwise would be incorrect.² It is common practice in negotiating an agreement for parties to reference future documentation. *Foreca, S.A. v. GRD Development Co., Inc.*, 758 S.W.2d 744, 745 (Tex. 1988). Whether such a reference is a condition precedent to the formation of a contract or merely a memorial of an already enforceable contract is generally a question of fact. *Id.* at 746. *Foreca* is the seminal case in Texas on this issue. In *Foreca*, the defendant’s response to plaintiff’s offer accepted the material terms of the offer and also provided that it was “subject to legal documentation. . . .” *Id.* at 744-45. The defendant argued that no enforceable agreement existed because the “subject to legal documentation” language constituted an un-complied with condition precedent. *Id.* at 745. The key question is whether the parties intended for a formal document to be executed as a condition precedent to being bound by contract. *Id.* at 745-46. The court held that “it is a question of fact in this case whether the terms in the September 2 and October 19, 1983 writings were intended to be the final expressions of the contract or were only preliminary negotiations which the parties did

² The Motion does not address whether the August 13 Email fails to reflect execution and delivery and only focuses on the fact that a Rule 11 Agreement was never signed.

not intend to have legal significance until execution of the contemplated legal documentation.” *Id.* at 746; *see also, e.g. West Beach Marina, Ltd. v. Erdeljac*, 94 S.W.3d 248, 258 (Tex.App.—Austin 2002, no pet.) (finding that provisions in agreement contemplating future documentation did not establish as a matter of law a lack of intent to be bound); *Paradigm Geophysical*, 2001 WL 1270795 at *5 (stating that “[o]ther than the fact that a ‘final, definitive agreement’ was required, the provisions do not explicitly say that the parties do not consider the letter of intent binding.”)

The August 6 Email states, in relevant part, “[p]lease select [one of the Lots] and we will draw up an agreement accordingly.” The August 6 Email in no way conditioned the Offer contained therein on the execution of a Rule 11 Agreement, or any other written agreement. When Mr. Jennings wrote, “Please select and we will draw up an agreement accordingly,” the purpose of such an agreement to be drawn up was to memorialize the Agreement in one document to avoid anyone having to review multiple emails to confirm the terms of the Agreement. There is nothing in the August 13 Email accepting the Offer conditioning the acceptance on a further written agreement. In fact, *nothing* in either the August 6 Email nor the August 13 Email, which constitute the Offer and Acceptance, conclusively indicates a lack of intent to be bound by the Agreement, or, in the alternative, present a genuine issue of material fact that precludes summary judgment.

5. It is undisputed in Plaintiff’s favor, or, in the alternative, there is a genuine issue of material fact as to whether there was a meeting of the minds regarding the essential terms of the Agreement

The phrase “meeting of the minds” refers to the parties’ mutual understanding of and assent to the subject matter and essential terms of a contract. *2001 Trinity Fund LLC v. Carrizo Oil & Gas, Inc.*, 393 S.W.3d 442, 449 (Tex.App.—Houston [14th Dist.] 2012, pet. denied). Whether the parties had a meeting of the minds is an objective determination based on the parties’ statements and actions, not on their subjective state of mind. *Geophysical Micro Computer Applications*

(International) Ltd. v. Paradigm Geophysical Ltd., 2001 WL 1270795, at *3 (Tex.App.—Dallas Oct. 24, 2001, pet. denied).

The Heirs argue that “Defendants never had a meeting of the minds with Plaintiff on the essential terms of the contract since Defendants never authorized a proposed Rule 11 agreement in the manner required by Plaintiff.” Motion at 5. However, as discussed in Sections IV.B.2. and IV.B.3., above, Plaintiff never required an executed Rule 11 Agreement as a condition precedent to having an enforceable agreement.

The essential terms of the Offer, as reflected in the August 6 Email, was the division into two Lots (with the Heirs receiving one Lot and Plaintiff receiving the other Lot) the various property that was, prior to the Offer, owned in undivided interests, and the selection by the Heirs of one of the two Lots. The Offer and the Acceptance on their face conclusively evidence the Parties’ mutual understanding and assent to the terms of the Agreement. In the alternative, there is a genuine issue of material fact as to whether the Parties had a mutual understanding and assented to the terms of the Agreement.

6. The Parties were not required to sign and file a Rule 11 Agreement with the Probate Court in order to have an enforceable contract

The Heirs argue that even if you assume a contract was reached between the Parties, “any such contract is unenforceable for failure to meet the requirements of Texas Rule of Civil Procedure 11 (“Rule 11”).” Motion at 6. This argument is both nonsensical and contrary to Texas law. Putting aside for the moment the question of whether the Parties’ entered into an enforceable Rule 11 Agreement because that issue is not germane to the Response, Plaintiff does not dispute the proposition of law that in order to enforce a *Rule 11 Agreement*, it must be in writing, signed, and filed with the court. That is not to say those same requirements apply to *any* type of contracted entered into by the Parties. The Heirs cite no law, and Plaintiff is not aware of any such law, for

the proposition that the only way parties to a lawsuit can enter into an enforceable contract is via a Rule 11 Agreement. Parties in litigation often reach enforceable agreements without entering in to or filing a Rule 11 Agreement, *e.g.*, settlement agreements. As discussed in more detail above, the Parties entered into an enforceable agreement by virtue of the August 6 and August 13 Emails which was in no way conditioned on the execution of a Rule 11 Agreement. Thus, the Heirs' argument that the lack of a signed Rule 11 Agreement is "dispositive of the entire matter" is simply an incorrect statement of the law.

C. **The Motion Seeking Dismissal of the Remedy of Specific Performance Should be Denied Because the Evidence Conclusively Establishes Plaintiff's Right to Specific Performance, Or, In the Alternative, There Is A Genuine Issue of Material Fact As to Whether Plaintiff is Entitled to Specific Performance**

Specific performance is an appropriate remedy for breach of contract. *Smith v. Dass, Inc.*, 283 S.W.3d 537, 542 (Tex.App.—Dallas 2009, no pet.). Despite the fact that it appears in the "cause of action" in Plaintiff's First Amended Petition ("Petition"), Plaintiff's request for specific performance is clearly seeking an equitable remedy flowing from her breach of contract claim. Paragraph F of Count 2 of the Petition states "[b]ased on the foregoing [allegations regarding the Heirs' breach of contract] Plaintiff seeks specific performance against Defendants such that Plaintiff may proceed to remove or otherwise dispose of her wine and golf clubs, as detailed under the listing as to Group "B" for each, was set forth in Exhibit "1" hereto." Because the summary judgment evidence discussed above either conclusively establishes the Parties entered into an enforceable Agreement or at least raises a genuine issue of material fact on that issue, summary judgment on Plaintiff's request for specific performance is not appropriate at this time.

V. CONCLUSION

Therefore, taking all of Plaintiff's evidence as true, along with all reasonable inferences flowing from it, and resolving all doubts in Plaintiff's favor, the summary judgment evidence is undisputed that the Parties entered into an enforceable agreement, or in the alternative, there is at least a genuine issue of material fact with respect to whether the Parties entered into an enforceable agreement. For all of the above reasons, Defendants' Motion for Partial Summary Judgment should be denied.

Respectfully submitted,

LOEWINSOHN FLEGLE DEARY, L.L.P.

By: /s/ Alan S. Loewinsohn

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COUNSEL FOR PLAINTIFF

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing document was served upon the following counsel of record via e-filing this 19th day of February, 2016:

Christopher M. McNeill
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Anthony L. Vitullo
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Dallas, Texas 75240

/s/ Kerry Schonwald

Kerry Schonwald

JO N. HOPPER,

Plaintiff,

v.

LAURA S. WASSMER AND
STEPHEN B. HOPPER,

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IN THE DISTRICT COURT

DALLAS COUNTY, TEXAS

44th JUDICIAL DISTRICT

AFFIDAVIT OF JAMES ALBERT JENNINGS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned notary public, on this day personally appeared James Albert Jennings, who, after being by me duly sworn, did depose on his oath and state:

1. My name is James Albert Jennings. I am over the age of eighteen (18) years, of sound mind, have never been convicted of a felony, and am fully competent to testify to the facts contained herein. I have personal knowledge of the facts contained herein, all of which are true and correct.

2. I am an attorney with Erhard & Jennings, P.C. (“E&J”). E&J represented Jo N. Hopper (“Mrs. Hopper”) (who is also the Plaintiff in this cause) throughout 2012 and through at least December 31, 2013.

3. I first learned that Chris McNeill (“Mr. McNeill”), an attorney, was representing Stephen B. Hopper and Laura S. Wassmer (collectively, the “Heirs”) around October 29, 2012 when Mr. McNeill contacted me by telephone to discuss a case involving, in part, Mrs. Hopper and the Heirs (which case particularly also involved the property here at issue) and he represented



to me (and Mr. Ken Tomlinson, who was also on the call) that he represented the Heirs for purposes of the Heirs' dealings with Mrs. Hopper going forward in time.

4. Attached as **Exhibit A** and fully incorporated herein by reference is a true and correct copy of the Independent Administrator's Assignment, dated July 31, 2013, assigning undivided interests to Mrs. Hopper and the Heirs in certain bottles of wine that were part of the Estate of Max D. Hopper (the "Wine at Issue").

5. Attached as **Exhibit B** and fully incorporated herein by reference is a true and correct copy of the Independent Administrator's Assignment, dated July 31, 2013, of undivided interests to Mrs. Hopper and the Heirs in certain golf clubs that were part of the Estate of Max D. Hopper (the "Golf Clubs at Issue").

6. Attached as **Exhibit C** and fully incorporated herein by reference is a true and correct copy of an email (the "August 6 Email") reflecting an offer I made on behalf of Mrs. Hopper to Mr. McNeill, as counsel for the Heirs, for the Heirs to select either group A or group B (the "Lots") from a list of two groups or Lots, one denominated Group A and one denominated Group B, proposing to divide the respective parties' (i.e., the Heirs' and Mrs. Hopper's) respective undivided and jointly held interests in the Wine at Issue and the Golf Clubs at Issue (referred to herein as "Group A Wine," "Group B Wine," "Group A Golf Clubs," and "Group B Golf Clubs") (the "Offer"). The August 6 Email in no way conditioned the Offer contained therein on the execution of a Rule 11 Agreement, or any other written agreement. When I wrote, "Please select and we will draw up an agreement accordingly," the purpose of such an agreement to be drawn up was to memorialize the Agreement in one document to avoid anyone having to review multiple emails to confirm the terms of the Agreement. The few "mechanical decisions" referenced in the August 6 Email regarding removal of the assets were minor, logistical issues (the "Logistical

Issues”) regarding removal of the assets from where they were being stored and were merely decisions to be made in implementing the Offer and not terms of the Offer.

7. I had the authority of Mrs. Hopper to send the August 6 Email and to make the Offer therein.

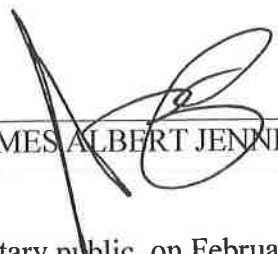
8. Attached as **Exhibit D** and fully incorporated herein by reference is a true and correct copy of an email (the “August 13 Email”) I received from Mr. McNeill, counsel for the Heirs, to me accepting the Offer made in the August 6 Email, wherein he states “my clients have selected group A for each of the wine and golf clubs.” I believed and understood when I received the August 13 Email from Mr. McNeill that an agreement had at that very moment been reached between Mrs. Hopper and the Heirs as to the parties’ already-owned collective undivided interests in the Wine at Issue and the Golf Clubs at Issue which were now, in light of the agreement just reached, interests owned in discretely divided, separate Lots, with the Heirs owning, collectively, 100% interest in the Group A Wine and the Group A Golf Clubs, and Mrs. Hopper owning 100% interest in the Group B Wine and the Group B Golf Clubs (the “Agreement”). My certainty in this regard was further confirmed when, on October 3, 2013, I received a letter from Mr. McNeill enclosing, among other things, an affidavit from Mr. McNeill confirming that at the time he sent the August 13 Email, he was authorized by the Heirs to “convey the information set forth in such email communication to Mr. Jennings and the other recipients of such email communication” (the “October 3 Affidavit”). A true and correct copy of the October 3 Affidavit and corresponding transmittal letter are attached hereto as **Exhibit E** and fully incorporated herein by reference.

9. After I received the August 13 Email, I drafted and sent to Mr. McNeill a proposed Rule 11 Agreement (and a later revision to that Rule 11 Agreement) in an attempt to memorialize the terms of the Agreement. I did not believe a Rule 11 Agreement was a condition precedent to

effectuating the Agreement, and in fact, I believed the parties had intended to be and were bound by the Agreement the moment I received the August 13 Email dividing the property into the Heirs' own chosen Lots.

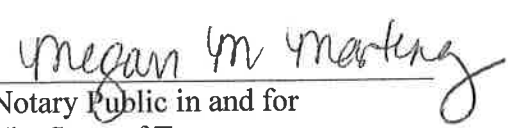
10. My understanding as to the reason no Rule 11 Agreement was signed is based on a telephone conversation I had with Mr. McNeill after I had sent the proposed Rule 11 Agreements and he had agreed to the final one. In that conversation, Mr. McNeill apologized and told me that the only reason a Rule 11 Agreement was not signed (which Rule 11 Agreement he had already advised, while acting as the Heirs' attorney, was fine with him) was because, according to Mr. McNeill, his clients "did a 180 degree turn on me [him]" and instructed him not to sign the Rule 11 Agreement. At that point, I did not believe the Heirs had a right to revoke, retroactively, Mr. McNeill's (confirmed) authority as the Agreement had already been reached.

FURTHER AFFIANT SAYETH NOT.



JAMES ALBERT JENNINGS

Subscribed and sworn to before me, the undersigned notary public, on February 12th, 2016.



Notary Public in and for
The State of Texas

My commission expires:



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

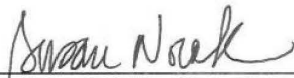
EXHIBIT

A

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.

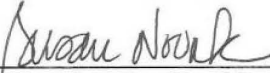
In this instrument, JPMorgan Chase, N.A., acting as Independent Administrator of the Estate, and not in its corporate capacity, is referred to as the "Assignor". In order to evidence the Independent Administrator's release of the Warehouse Personal Property from its control as Independent Administrator 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

Christopher McNeill

From: 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
Attachments: 20130806155040.pdf; 20130806155057.pdf

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; mmf13@aol.com; mgraham@thegrahamlawfirm.com

Subject: FROM JAMES JENNINGS - Letter to Chris McNeill

Dear Mr. McNeill,

Please see the attached letter.

Thanks.

Jim

cart #	value	group a	group b	# golf clubs	group a	group b
1	4,484.50	4,484.50		266	266	
2	9,136.50	9,136.50		393	393	
3	9,162.50	9,162.50		355	355	
4	6,967.50	6,967.50		399	399	
5	22,715.00		22,715.00	261		261
6	17,330.00		17,330.00	443		443
7	7,392.50	7,392.50		343	343	
8	18,350.00		18,350.00	564		564
9	9,989.50	9,989.50		311	311	
10	5,740.00		5,740.00	152		152
11	28,397.00		28,397.00	370		370
12	8,157.50		8,157.50	388		388
13	18,745.00	18,745.00		376	376	
14	16,917.00	16,917.00		382	382	
16	13,465.00		13,465.00	334		334
17	41,985.50	41,985.50		361	361	
18	12,385.00		12,385.00	160		160
22	14,140.00	14,140.00		417	417	
40/42	4,374.50		4,374.50	243		243
44/46	8,322.00		8,322.00	246		246
total	278,156.50	138,920.50	139,236.00	6764	3603	3161
difference	139,078.25	157.75	-157.75	3382	-221	221

com.1	60.00	60		0.00		
com.10	60.00		60	0.00		
com.11	100.00	100		0.00		
com.12	40.00	40		0.00		
com.13	100.00		100	0.00		
com.14	100.00	100		0.00		
com.15	75.00	75		0.00		
com.16	150.00		150	0.00		
com.17	150.00	150		0.00		
com.18	200.00	200		0.00		
com.19	60.00	60		0.00		
com.2	75.00	75		0.00		
com.20	60.00		60	0.00		
com.21	100.00		100	0.00		
com.22	125.00	125		0.00		
com.23	60.00	60		0.00		
com.24	30.00	30		0.00		
com.25	130.00		130	0.00		
com.26	150.00	150		0.00		
com.27	150.00		150	0.00		
com.28	150.00		150	0.00		
com.29	200.00	200		0.00		
com.3	50.00	50		0.00		
com.30	60.00		60	0.00		
com.31	150.00	150		0.00		
com.32	125.00		125	0.00		
com.33	75.00		75	0.00		
com.34	45.00		45	0.00		
com.35	150.00	150		0.00		
com.36	150.00		150	0.00		
com.37	300.00	300		0.00		
com.38	300.00		300	0.00		
com.39	500.00	500		0.00		
com.4	125.00		125	0.00		
com.40	300.00		300	0.00		
com.41	150.00	150		0.00		
com.42	60.00		60	0.00		
com.43	200.00		200	0.00		
com.44	40.00	40		0.00		
com.45	200.00		200	0.00		
com.46	160.00	160		0.00		
com.47	125.00	125		0.00		
com.48	60.00	60		0.00		
com.49	125.00		125	0.00		
com.5	30.00		30	0.00		

com.50	150.00		150	0.00		
com.51	125.00	125		0.00		
com.52	125.00	125		0.00		
com.53	75.00		75	0.00		
com.54	40.00		40	0.00		
com.55	300.00	300		0.00		
com.56	300.00		300	0.00		
com.57	50.00		50	0.00		
com.58	75.00		75	0.00		
com.59	300.00		300	0.00		
com.6	30.00	30		0.00		
com.60	150.00		150	0.00		
com.61	225.00	225		0.00		
com.62	125.00	125		0.00		
com.63	350.00		350	0.00		
com.64	100.00	100		0.00		
com.7	75.00	75		0.00		
com.8	10.00		10	0.00		
com.9	150.00	150		0.00		
scale.1				0.00		
scale.2				0.00		
scale.3				0.00		
scale.4				0.00		
scale.5				0.00		
Tin.1	40.00	40		0.00		
Tin.10	40.00		40	0.00		
Tin.11	40.00	40		0.00		
Tin.12	40.00		40	0.00		
Tin.13	40.00	40		0.00		
Tin.14	40.00		40	0.00		
Tin.15	40.00	40		0.00		
Tin.16	40.00		40	0.00		
Tin.17	40.00	40		0.00		
Tin.18	40.00		40	0.00		
Tin.19	40.00	40		0.00		
Tin.2	40.00		40	0.00		
Tin.20	40.00	40		0.00		
Tin.21	40.00		40	0.00		
Tin.22	40.00	40		0.00		
Tin.23	40.00		40	0.00		
Tin.24	40.00	40		0.00		
Tin.25	40.00		40	0.00		
Tin.26	40.00		40	0.00		
Tin.27	40.00	40		0.00		
Tin.28	40.00		40	0.00		
Tin.29	75.00		75	0.00		
Tin.3	40.00	40		0.00		
Tin.30	75.00	75		0.00		
Tin.31	25.00		25	0.00		
Tin.32	25.00	25		0.00		
Tin.33	125.00		125	0.00		
Tin.34	30.00		30	0.00		
Tin.4	40.00		40	0.00		
Tin.5	40.00	40		0.00		
Tin.6	40.00		40	0.00		
Tin.7	40.00	40		0.00		
Tin.8	40.00		40	0.00		
Tin.9	40.00	40		0.00		
total	10,035.00	5,025.00	5,010.00			
difference	5,017.50	-7.50	7.50			

Fit	Bottles	Vintage	Winery	Name	Appellation	Varietal	Volume	Comments	Unit Value	EXTENSION	A	Val	B	Val	CKSUM
1	A	1	1971 Baumann	Oppenheimer Sacktrager Spatlese, DE	Rheinhesse	Riesling/Silvaner	750 ml	a legendary vintage in Germany	\$70.00	\$70.00	0	\$0.00	1	\$70.00	0
2	A	4	1976 Beaulieu Vineyards	George De Latour Private Reserve	Napa	Sauv.	750 ml		\$273.00	\$1,092.00	2	\$546.00	2	\$546.00	0
3	A	12	1978 Beaulieu Vineyards	George de Latour Private Reserve	Napa	Sauv.	750 ml		\$102.00	\$1,224.00	6	\$612.00	6	\$612.00	0
4	A	1	1980 Beaulieu Vineyards	Georges de Latour Private Reserve	Napa	Sauv.	1.5 L	magnum	\$295.00	\$295.00	0	\$0.00	1	\$295.00	0
5	A	2	1977 Beaulieu Vineyards	Georges de Latour Private Reserve	Napa	Sauv.	750 ml		\$105.00	\$210.00	1	\$105.00	1	\$105.00	0
6	A	4	1978 Beaulieu Vineyards	Georges de Latour Private Reserve	Napa	Sauv.	750 ml		\$102.00	\$408.00	2	\$204.00	2	\$204.00	0
7	A	1	1967 Beaulieu Vineyards	Georges de Latour Private Reserve	Napa	Sauv.	750 ml		\$149.00	\$149.00	1	\$149.00	1	\$0.00	0
8	A	1	1969 Beaulieu Vineyards	Georges de Latour Private Reserve	Napa	Sauv.	750 ml	fill at shoulders - low	\$100.00	\$100.00	1	\$100.00	0	\$0.00	0
9	A	1	1970 Beaulieu Vineyards	Georges de Latour Private Reserve	Napa	Sauv.	750 ml		\$217.00	\$217.00	1	\$217.00	0	\$0.00	0
10	A	4	1979 Beaulieu Vineyards	Georges de Latour Private Reserve	Napa	Sauv.	750 ml		\$122.00	\$488.00	2	\$244.00	2	\$244.00	0
11	A	12	1980 Beaulieu Vineyards	Georges de Latour Private Reserve	Napa	Sauv.	750 ml		\$140.00	\$1,680.00	6	\$840.00	6	\$840.00	0
12	A	12	1985 Beaulieu Vineyards	Georges de Latour Private Reserve	Napa	Sauv.	750 ml		\$130.00	\$1,560.00	6	\$780.00	6	\$780.00	0
13	A	6	1980 Beaulieu Vineyards	Rutherford Napa Valley Amarone Classico	Napa	Sauv.	750 ml		\$100.00	\$600.00	3	\$300.00	3	\$300.00	0
14	A	1	VERT della Valpolicella	Bertani Recioto Superiore 1967/68/75/76	Veneto	Blend	750 ml	Presentation box w/story	\$1,250.00	\$1,250.00	1	\$1,250.00	0	\$0.00	0
15	A	1	VERT della Valpolicella	Bertani Recioto Superiore 1967/68/75/76	Veneto	Blend	750 ml	single btl prices: 1967-\$281, 1968-\$285	\$1,250.00	\$1,250.00	0	\$0.00	1	\$1,250.00	0
16	A	1	VERT della Valpolicella	Bertani Recioto Superiore 1967/68/75/76	Veneto	Blend	750 ml		\$1,250.00	\$1,250.00	0	\$0.00	1	\$1,250.00	0
17	A	1	VERT della Valpolicella	Amarone Classico Superiore 1967/68/75/76	Veneto	Blend	750 ml	1975 - \$177, 1976 - \$251 + Collection value	\$1,250.00	\$1,250.00	1	\$1,250.00	0	\$0.00	0
18	A	1	1934 Blandy's	Bual	Madeira	Blend	750 ml		\$540.00	\$540.00	1	\$540.00	0	\$0.00	0
19	A	1	1950 Blandy's	Sercial	Madeira	Blend	750 ml		\$324.00	\$324.00	1	\$324.00	0	\$0.00	0
20	A	12	1974 Burgess		Napa	Sauv.	750 ml		\$99.00	\$1,188.00	6	\$594.00	6	\$594.00	0
21	A	6	1985 Alliance	Carneros Quality	Carneros	Pinot Noir	750 ml	CQA Pinot Noir members blended special!	\$20.00	\$120.00	3	\$60.00	3	\$60.00	0
22	A	12	1982 Caymus Vineyard	Estate	Napa	Sauv.	750 ml		\$200.00	\$2,400.00	6	\$1,200.00	6	\$1,200.00	0
23	A	6	1982 Caymus Vineyard	Grace Family Vineyard Late Harvest Special	Napa	Sauv.	750 ml		\$250.00	\$1,500.00	3	\$750.00	3	\$750.00	0
24	A	1	1982 Caymus Vineyard	Selection	Napa	Riesl.	750 ml	dessert wine	\$180.00	\$180.00	1	\$180.00	0	\$0.00	0

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
25	A	1	Champagne Louis 1989 Roederer	Cristal Brut	Blend	750 ml		\$548.00	\$548.00	0	\$0.00	1	\$548.00	0	0
26	A	4	Champagne Louis 1983 Roederer	Cristal Brut	Blend	750 ml		\$512.00	\$2,048.00	2	\$1,024.00	2	\$1,024.00	0	0
27	A	12	1980 Chappellet Chateau La Mission	Cru Classe Haut Brion	Napa Sauv.	750 ml		\$55.00	\$660.00	6	\$330.00	6	\$330.00	0	0
28	A	5	1983 Haut Brion Gra.	Graves	Blend	750 ml		\$233.00	\$1,165.00	2	\$466.00	3	\$699.00	0	0
29	A	1	1964 Chateau Branaire	St-Julien	Blend	750 ml		\$95.00	\$95.00	0	\$0.00	1	\$95.00	0	0
30	A	12	Chateau Cos 1982 d'Estourmel	St-Estephe	Blend	750 ml		\$384.00	\$4,608.00	6	\$2,304.00	6	\$2,304.00	0	0
31	A	1	1975 Chateau d'Yquem	Sauternes Lur Saluces	Semillon	750 ml		\$1,279.00	\$1,279.00	1	\$1,279.00	0	\$0.00	0	0
32	A	3	1983 Daene	Barsac	Blend	750 ml		\$130.00	\$390.00	1	\$130.00	2	\$260.00	0	0
33	A	4	1982 Beaucaillou	St-Julien	Blend	750 ml		\$379.00	\$1,516.00	2	\$758.00	2	\$758.00	0	0
34	A	2	1985 Brion	Premium Grand Cru Classe	Blend	750 ml		\$490.00	\$980.00	1	\$490.00	1	\$490.00	0	0
35	A	6	1989 Consellante	Pomerol	Blend	750 ml		\$360.00	\$2,160.00	3	\$1,080.00	3	\$1,080.00	0	0
36	A	1	1981 Rothschild	Chateau Lafite-	Blend	750 ml		\$859.00	\$859.00	0	\$0.00	1	\$859.00	0	0
37	A	1	1964 Rothschild	Chateau Lafite-	Blend	750 ml		\$498.00	\$498.00	0	\$0.00	1	\$498.00	0	0
38	A	1	1980 Rothschild	Chateau Lafite-	Blend	750 ml		\$798.00	\$798.00	1	\$798.00	0	\$0.00	0	0
39	A	1	1964 Chateau Latour	Pauillac	Blend	750 ml		\$780.00	\$780.00	1	\$780.00	0	\$0.00	0	0
40	A	12	1982 Baron	Saint-Julien	Blend	750 ml		\$250.00	\$3,000.00	6	\$1,500.00	6	\$1,500.00	0	0
41	A	12	1982 Las Cases	St-Julien	Blend	750 ml		\$561.00	\$6,732.00	6	\$3,366.00	6	\$3,366.00	0	0
42	A	1	1959 Chateau Margaux	Margaux	Blend	750 ml		\$1,650.00	\$1,650.00	1	\$1,650.00	0	\$0.00	0	0
43	A	1	1990 Chateau Margaux	Margaux	Blend	750 ml		\$1,100.00	\$1,100.00	0	\$0.00	1	\$1,100.00	0	0
44	A	1	1986 Chateau Margaux	Margaux	Blend	750 ml		\$450.00	\$450.00	1	\$450.00	0	\$0.00	0	0
45	A	12	1985 Montelena	Estate 1882-1982	Napa Sauv.	750 ml		\$172.00	\$2,064.00	6	\$1,032.00	6	\$1,032.00	0	0
46	A	3	1978 Montelena	Centennial	Napa Sauv.	750 ml		\$240.00	\$720.00	1	\$240.00	2	\$480.00	0	0
47	A	2	1985 Montelena	Chateau	Napa Sauv.	750 ml		\$125.00	\$250.00	1	\$125.00	1	\$125.00	0	0
48	A	1	1980 Rothschild	Chateau Mouton-	Blend	750 ml		\$308.00	\$308.00	0	\$0.00	1	\$308.00	0	0
49	A	1	1970 Rothschild	Chateau Mouton-	Blend	750 ml		\$350.00	\$350.00	1	\$350.00	0	\$0.00	0	0
50	A	6	1982 Chateau Palmer	Margaux	Blend	750 ml		\$352.00	\$2,112.00	3	\$1,056.00	3	\$1,056.00	0	0
51	A	2	1979 Chateau Petrus	Pomerol	Merlot	750 ml		\$1,250.00	\$2,500.00	1	\$1,250.00	1	\$1,250.00	0	0

A	B	C	D	E	The Max Hildebrand Estate Wine Collection B/o September 27, 2010				O	P				
					Bordeaux	Merlot	750 ml	\$2,000.00	\$6,000.00	L	M	N	O	P
52	A	3	1980 Chateau Petrus	Pomerol	Bordeaux	Merlot	750 ml			1	\$2,000.00	0	\$4,000.00	0
53	A	1	1983 Chateau Petrus	Pomerol	Bordeaux	Merlot	750 ml		\$1,200.00	1	\$1,200.00	0	\$0.00	0
			Chateau Pichon-Langeville Comtesse de Lalande											
54	A	6	1982 Lalande	Pauillac	Bordeaux	Blend	750 ml		\$636.00	3	\$1,908.00	3	\$1,908.00	0
55	A	1	1981 Chateau Rieussec	Sauternes	France	Semillon	750 ml		\$93.00	0	\$0.00	1	\$93.00	0
56	A	1	1981 Chateau Rieussec	Sauternes	Bordeaux	Semillon	750 ml		\$93.00	1	\$93.00	0	\$0.00	0
57	A	1	1978 Chateau Rieussec	Sauternes	Bordeaux	Semillon	750 ml		\$70.00	0	\$0.00	1	\$70.00	0
58	A	12	1983 Chateau Suduiraut	1st Cru Classe	Sauternes	Semillon	750 ml		\$125.00	6	\$750.00	6	\$750.00	0
			Comite Audouin de											
59	A	1	1990 Dampierre	Grand Cru "Treat"	Champagne	Blend	750 ml		\$170.00	1	\$170.00	0	\$0.00	0
						Cab.								
60	A	2	1985 Diamond Creek	Gravelly Meadow	Napa	Sauv.	750 ml		\$300.00	1	\$150.00	1	\$150.00	0
						Cab.								
61	A	1	1977 Diamond Creek	Gravelly Meadow	Napa	Sauv.	750 ml		\$240.00	0	\$0.00	1	\$240.00	0
						Cab.								
62	A	1	1978 Diamond Creek	Gravelly Meadow	Napa	Sauv.	750 ml		\$300.00	1	\$300.00	0	\$0.00	0
						Cab.								
63	A	2	1985 Diamond Creek	Red Rock Terrace	Napa	Sauv.	750 ml		\$171.00	1	\$171.00	1	\$171.00	0
						Cab.								
64	A	1	1978 Diamond Creek	Red Rock Terrace	Napa	Sauv.	750 ml		\$597.00	0	\$0.00	1	\$597.00	0
						Cab.								
65	A	1	1977 Diamond Creek	Red Rock Terrace	Napa	Sauv.	750 ml		\$158.00	1	\$158.00	0	\$0.00	0
						Cab.								
66	A	2	1985 Diamond Creek	Volcanic Hill	Napa	Sauv.	750 ml		\$147.00	1	\$147.00	1	\$147.00	0
						Cab.								
67	A	1	1978 Diamond Creek	Volcanic Hill	Napa	Sauv.	750 ml		\$330.00	0	\$0.00	1	\$330.00	0
						Cab.								
68	A	1	1977 Diamond Creek	Volcanic Hill	Napa	Sauv.	750 ml		\$158.00	1	\$158.00	0	\$0.00	0
						Cab.								
69	A	1	1981 Romanee-Conti	Domaine de la Romanee St. Vivant Marey-Monge	Burgundy	Pinot Noir	750 ml		\$530.00	0	\$0.00	1	\$530.00	0
						Cab.								
70	A	1	1982 Dunn Vineyards	Howell Mountain	Napa	Sauv.	750 ml		\$180.00	1	\$180.00	0	\$0.00	0
						Cab.								
71	A	1	1985 Dunn Vineyards		Napa	Sauv.	750 ml		\$135.00	0	\$0.00	1	\$135.00	0
						Cab.								
72	A	12	1981 Far Niente		Napa	Chardonnay	750 ml		\$0.00	6	\$0.00	6	\$0.00	0
						Cab.								
73	A	9	1991 Fisher Vineyards	Cosch Insignia	Sonoma	Sauv.	750 ml		\$75.00	5	\$375.00	4	\$300.00	0
						Cab.								
74	A	1	1968 Fonseca	Guimaraens Vintage Port	Duoro, PT	Blend	750 ml		\$450.00	0	\$0.00	1	\$450.00	0
						Cab.								
75	A	2	1977 Vineyards	Private Reserve	Napa	Sauv.	750 ml		\$50.00	1	\$50.00	1	\$50.00	0
						Cab.								
76	A	12	1981 Girard		Napa	Sauv.	750 ml		\$45.00	6	\$270.00	6	\$270.00	0
						Cab.								
77	A	6	1980 Heitz Cellars	Bella Oaks Vineyards	Napa	Sauv.	750 ml		\$89.00	3	\$267.00	3	\$267.00	0
						Cab.								
78	A	4	1978 Heitz Cellars	Fay Vineyard	Napa	Sauv.	750 ml		\$129.00	2	\$258.00	2	\$258.00	0
						Cab.								

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	
79	A	6	1979	Heitz Cellars	Martha's Vineyard	Napa	Cab.	750 ml			\$299.00	\$1,794.00	3	\$897.00	3	\$897.00	0
80	A	6	1980	Heitz Cellars	Martha's Vineyard	Napa	Cab.	750 ml			\$135.00	\$810.00	3	\$405.00	3	\$405.00	0
81	A	1	1983	Heitz Cellars	Martha's Vineyard	Napa	Cab.	750 ml			\$175.00	\$175.00	1	\$175.00	0	\$0.00	0
82	A	3	1975	Heitz Cellars	Martha's Vineyard	Napa	Cab.	750 ml			\$345.00	\$1,035.00	1	\$345.00	2	\$690.00	0
83	A	2	1968	Heitz Cellars		Napa	Cab.	750 ml			\$615.00	\$1,230.00	1	\$615.00	1	\$615.00	0
84	A	2	1978	Inglenook	Limited Cask	Napa	Cab.	750 ml			\$120.00	\$240.00	1	\$120.00	1	\$120.00	0
85	A	12	1978	Jordan	Estate	Alexander Val.	Cab.	750 ml			\$105.00	\$1,260.00	6	\$630.00	6	\$630.00	0
86	A	3	1979	Joseph Phelps Vineyards	Eisele Vineyard	Napa	Cab.	750 ml			\$200.00	\$600.00	1	\$200.00	2	\$400.00	0
87	A	1	1980	Joseph Phelps Vineyards	Insignia	Napa	Cab./Merl Blend	1.5 L	Magnum		\$450.00	\$450.00	1	\$450.00	0	\$0.00	0
88	A	6	1977	Joseph Phelps Vineyards	Insignia	Napa	Cab.	750 ml			\$275.00	\$1,650.00	3	\$825.00	3	\$825.00	0
89	A	6	1980	Joseph Phelps Vineyards	Insignia	Napa	Cab.	750 ml			\$180.00	\$1,080.00	3	\$540.00	3	\$540.00	0
90	A	12	1979	Joseph Phelps Vineyards	Vintage	Napa	Cab.	750 ml			\$79.00	\$948.00	6	\$474.00	6	\$474.00	0
91	A	1	1976	Lewis Krug		Champagne	Blend	750 ml			\$1,097.00	\$1,097.00	0	\$0.00	1	\$1,097.00	0
92	A	1	1999	Lewis Cellars		Napa	Syrah/Shi raz	750 ml	orig wood gift		\$130.00	\$130.00	1	\$130.00	0	\$0.00	0
93	A	6	1976	Louis M Martini	Special Selection	Napa	Cab.	750 ml			\$65.00	\$390.00	3	\$195.00	3	\$195.00	0
94	A	1	1976	Moet & Chandon	Brut	Champagne	Blend	750 ml			\$591.00	\$591.00	0	\$0.00	1	\$591.00	0
95	A	3	1988	Moet & Chandon	Brut	Champagne	Blend	750 ml			\$330.00	\$990.00	2	\$660.00	1	\$330.00	0
96	A	1	1978	Moet et Chandon	Brut	Champagne	Blend	750 ml			\$282.00	\$282.00	0	\$0.00	1	\$282.00	0
97	A	11	1980	Niebaum-Coppola	Rubicon	Napa	Blend	750 ml			\$128.00	\$1,408.00	6	\$768.00	5	\$640.00	0
98	A	6	1980	Opus One	Mondavi-Rothschild	Napa	Blend	750 ml	unopened orig wood		\$375.00	\$2,250.00	3	\$1,125.00	3	\$1,125.00	0
99	A	6	1981	Opus One	Mondavi-Rothschild	Napa	Blend	750 ml			\$290.00	\$1,740.00	3	\$870.00	3	\$870.00	0
100	A	6	1982	Opus One	Mondavi-Rothschild	Napa	Blend	750 ml			\$300.00	\$1,800.00	3	\$900.00	3	\$900.00	0
101	A	6	1983	Opus One	Mondavi-Rothschild	Napa	Blend	750 ml			\$295.00	\$1,770.00	3	\$885.00	3	\$885.00	0
102	A	6	1984	Opus One	Mondavi-Rothschild	Napa	Blend	750 ml			\$320.00	\$1,920.00	3	\$960.00	3	\$960.00	0
103	A	6	1986	Opus One	Mondavi-Rothschild	Napa	Blend	750 ml			\$350.00	\$2,100.00	3	\$1,050.00	3	\$1,050.00	0
104	A	6	1987	Opus One	Mondavi-Rothschild	Napa	Blend	750 ml			\$305.00	\$1,830.00	3	\$915.00	3	\$915.00	0
105	A	6	1988	Opus One	Mondavi-Rothschild	Napa	Blend	750 ml			\$332.00	\$1,992.00	3	\$996.00	3	\$996.00	0
106	A	6	1989	Opus One	Mondavi-Rothschild	Napa	Blend	750 ml			\$325.00	\$1,950.00	3	\$975.00	3	\$975.00	0
107	A	6	1991	Opus One	Mondavi-Rothschild	Napa	Blend	750 ml			\$270.00	\$1,620.00	3	\$810.00	3	\$810.00	0
108	A	1	1996	Opus One	Mondavi-Rothschild	Napa	Blend	750 ml			\$250.00	\$250.00	0	\$0.00	1	\$250.00	0
109	A	1	1991	Opus One	Mondavi-Rothschild	Napa	Blend	750 ml			\$270.00	\$270.00	1	\$270.00	0	\$0.00	0
110	A	6	1985	Opus One	Mondavi-Rothschild	Napa	Blend	750 ml			\$300.00	\$1,800.00	3	\$900.00	3	\$900.00	0

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
111	A	1	1979 Perrier-Jouet Reserve de la Comtesse	Belle Epoque Special Reserve	Champagne	Blend	750 ml	\$268.00	\$268.00	\$0.00	0	\$0.00	1	\$268.00	0
112	A	9	1983 Comtesse	Pauillac	Bordeaux	Blend	750 ml	\$68.00	\$612.00	\$340.00	5	\$340.00	4	\$272.00	0
113	A	12	1985 Robert Mondavi Robert Mondavi	Reserve	Napa	Sauv.	750 ml	\$75.00	\$900.00	\$450.00	6	\$450.00	6	\$450.00	0
114	A	6	1978 Winery Robert Mondavi	Reserve	Napa	Sauv.	750 ml	\$150.00	\$900.00	\$450.00	3	\$450.00	3	\$450.00	0
115	A	6	1974 Winery Robert Mondavi	Reserve	Napa	Sauv.	750 ml	\$200.00	\$1,200.00	\$600.00	3	\$600.00	3	\$600.00	0
116	A	2	1978 Winery Robert Mondavi	Reserve	Napa	Sauv.	750 ml	\$125.00	\$250.00	\$125.00	1	\$125.00	1	\$125.00	0
117	A	1	1979 Winery	Reserve	Napa	Sauv.	750 ml	\$140.00	\$140.00	\$0.00	0	\$0.00	1	\$140.00	0
118	A	10	1984 Rutherford Hill	Library Reserve	Napa	Sauv.	750 ml	\$50.00	\$500.00	\$250.00	5	\$250.00	5	\$250.00	0
119	A	1	1986 Silver Oak	Bonny's Vineyard	Napa	Sauv.	750 ml	\$245.00	\$245.00	\$245.00	1	\$245.00	1	\$0.00	0
120	A	2	1979 Silver Oak	Bonny's Vineyard Collectors Edition Vertical 1985 - 1990	Napa Alexander Val.	Sauv.	750 ml	\$400.00	\$800.00	\$400.00	1	\$400.00	1	\$400.00	0
121	A	1	VERTICAL Silver Oak	Vertical 1985 - 1990	Napa Alexander Valley	Sauv.	750 ml	\$1,200.00	\$1,200.00	\$0.00	0	\$0.00	1	\$1,200.00	0
122	A	12	1979 Silver Oak		Napa Alexander Val.	Sauv.	750 ml	\$150.00	\$1,800.00	\$900.00	6	\$900.00	6	\$900.00	0
123	A	12	1982 Silver Oak		Napa Alexander Val.	Sauv.	750 ml	\$130.00	\$1,560.00	\$780.00	6	\$780.00	6	\$780.00	0
124	A	2	1980 Silver Oak		Napa Alexander Val.	Sauv.	1.5 L Magnum	\$260.00	\$520.00	\$260.00	1	\$260.00	1	\$260.00	0
125	A	2	1993 Silver Oak		Napa Alexander Val.	Sauv.	750 ml	\$119.00	\$238.00	\$119.00	1	\$119.00	1	\$119.00	0
126	A	1	2002 Silver Oak		Napa Alexander Val.	Sauv.	750 ml	\$82.00	\$82.00	\$82.00	1	\$82.00	1	\$0.00	0
127	A	2	1975 Silver Oak		Napa Alexander Val.	Sauv.	750 ml	\$181.00	\$362.00	\$181.00	1	\$181.00	1	\$181.00	0
128	A	1	2000 Silver Oak		Napa Alexander Val.	Sauv.	750 ml	\$81.00	\$81.00	\$0.00	0	\$0.00	1	\$81.00	0
129	A	1	1990 Silver Oak		Napa Alexander Val.	Sauv.	750 ml	\$143.00	\$143.00	\$143.00	1	\$143.00	1	\$0.00	0
130	A	1	1985 Silver Oak		Napa Alexander Val.	Sauv.	750 ml	\$225.00	\$225.00	\$0.00	0	\$0.00	1	\$225.00	0
131	A	2	1978 Silver Oak	Vintage Port	Napa Alexander Val.	Sauv.	750 ml	\$180.00	\$360.00	\$180.00	1	\$180.00	1	\$180.00	0
132	A	6	1977 Warre's	Aspishimer Sonnenberg Huxelrebe Trockenbeerenauslese	Duoro, PT	Blend	750 ml	\$150.00	\$900.00	\$450.00	3	\$450.00	3	\$450.00	0
133	A	1	1986 Gruber	Aspishimer St. Rodjustapelle	Germany	Huxelrebe	750 ml	\$105.00	\$105.00	\$105.00	1	\$105.00	1	\$0.00	0
134	A	1	1983 Gruber	Rulander Eiswein Napa Valley- Mt Veeder	Germany	Rulander Cab.	750 ml	\$120.00	\$120.00	\$0.00	0	\$0.00	1	\$120.00	0
135	A	12	1979 William Hill		Napa Valley	Sauv.	750 ml	\$100.00	\$1,200.00	\$600.00	6	\$600.00	6	\$600.00	0

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
136	A	12	1980 William Hill	Napa Valley-Mt Veeder	Napa Valley	750 ml									
137		570													
138	B	1	2008 Alamos	Argentina	Chardonnay	750 ml									
139	B	1	2007 Alamos	Argentina	Chardonnay	750 ml									
140	B	1	2008 Alamos	Argentina	Malbec	750 ml									
141	B	1	1977 Alexis Lichine	Gevrey-Chambertin	Pinot Noir	750 ml									
142	B	3	2007 Altovinum	evodia (sic) - Old Vines	Spain	Garnacha	750 ml								
143	B	1	1991 Beaulieu Vineyard	Beaufort	Napa	Chardonnay	750 ml								
144	B	1	1991 Beaulieu Vineyard	Beautour	Napa	Cab.	750 ml								
145	B	1	1997 Beaulieu Vineyard	Centennial 1900-2000	Napa	Cab.	750 ml								
146	B	1	2001 Beaulieu Vineyard	Tapestry Reserve	Napa	Sauv.	750 ml								
147	B	1	1973 Beaulieu Vineyards	Estate	Napa	Cab.	750 ml								
148	B	1	1986 Beringer	Knights Valley	Sonoma	Sauv.	750 ml								
149	B	3	1982 Beringer	Knights Valley	Sonoma	Cab.	750 ml								
150	B	1	Rudheimer	Riesling Eiswein - dessert wine	Rheinhessen, DE	Riesling	350 ml								
151	B	1	1982 Biondi-Santi	Brunello di Montalcino	Tuscany, IT	Brunello	750 ml								
152	B	2	1983 Bischoffliches	Erdener Treppchen	Germany	Riesling	750 ml								
153	B	2	2007 Bodegas Olivares	Altos de la Hoya	Jumilla, Spain	Monastrel	750 ml								
154	B	12	1980 Buena Vista		Sonoma Val.	Sauv.	750 ml								
155	B	2	1977 Burgess	Vintage Selection	Napa	Chardonnay	750 ml								
156	B	3	1974 Burgess	Vintage Selection	Napa	Cab.	750 ml								
157	B	1	2003 Caldwell Vineyards	Flame Jumper	Napa	Blend	375 ml								
158	B	2	1983 Cassayre-Forni		Napa	Cab.	1.5 L								
159	B	1	1983 Casteller Bausch	Kabinett Franken	Germany	Muller Thurgau	750 ml								
160	B	1	2007 Catena		Argentina	Malbec	750 ml								
161	B	1	1991 Cellars	Cave Spring	Canada	Riesling	375 ml								
162	B	1	1988 Caymus Vineyard	Estate	Napa	Cab.	750 ml								
163	B	1	1982 Caymus Vineyard	Estate	Napa	Sauv.	750 ml								

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	
164	B	4	Champagne Louis NV Roederer	Brut Premier	Champagne	Blend	750 ml			\$45.00	\$180.00	2	\$90.00	1	\$90.00	0
165	B	1	1974 Chappellet		Napa	Cab.	750 ml			\$52.00	\$52.00	1	\$52.00	0	\$0.00	0
166	B	1	1990 Charles Heidsieck	Reserve Millesime	Champagne	Sauv.	750 ml			\$140.00	\$140.00	0	\$0.00	1	\$140.00	0
167	B	2	1978 Charles Krug		Napa	Merlot	750 ml			\$40.00	\$80.00	1	\$40.00	1	\$40.00	0
168	B	1	1989 Pichon-Longuev. Chat. Mouton-	Pauillac	Bordeaux	Blend	750 ml			\$250.00	\$250.00	0	\$0.00	1	\$250.00	0
169	B	1	1978 Baronne-Philippe	Pauillac	Bordeaux	Blend	750 ml			\$15.00	\$15.00	0	\$0.00	1	\$15.00	0
170	B	7	1983 Chateau Bouchaine	Los Carneros	Carneros	Chardonn	750 ml			\$0.00	\$0.00	4	\$0.00	3	\$0.00	0
171	B	1	1983 Chateau Bouchaine	Los Carneros	Carneros	ay	750 ml			\$0.00	\$0.00	0	\$0.00	1	\$0.00	0
172	B	1	1970 Cantezac	Margaux	Bordeaux	Blend	750 ml	fill mid shoulders- good color		\$80.00	\$80.00	1	\$80.00	0	\$0.00	0
173	B	1	1992 Chateau d'Etrovs	Rully	Burgundy	Chardonn	750 ml			\$0.00	\$0.00	0	\$0.00	1	\$0.00	0
174	B	1	1986 Chateau Dassault	St-Emilion Grand Cru	Bordeaux	Blend	750 ml			\$30.00	\$30.00	1	\$30.00	0	\$0.00	0
175	B	1	1973 Puy-Lascoste	Pauillac	Bordeaux	Blend	750 ml	fill low neck		\$150.00	\$150.00	0	\$0.00	1	\$150.00	0
176	B	1	1974 Lamose	St-Julien	Bordeaux	Blend	750 ml			\$102.00	\$102.00	1	\$102.00	0	\$0.00	0
177	B	1	1990 Beaulieu	Cote de Castillon	Bordeaux	Blend	750 ml			\$30.00	\$30.00	0	\$0.00	1	\$30.00	0
178	B	1	1970 Chateau Lagrange	St-Julien	Bordeaux	Blend	750 ml			\$170.00	\$170.00	1	\$170.00	0	\$0.00	0
179	B	12	1982 Trintaudon	Cru Bourgeois Haut-Medoc	Bordeaux	Blend	750 ml			\$40.00	\$480.00	6	\$240.00	5	\$240.00	0
180	B	1	1973 Lastombes	Margaux	Bordeaux	Blend	750 ml			\$98.00	\$98.00	0	\$0.00	1	\$98.00	0
181	B	1	1996 Bages	Pauillac	Bordeaux	Blend	750 ml			\$225.00	\$225.00	1	\$225.00	0	\$0.00	0
182	B	3	1990 Montelena	Chateau	Napa	ay	750 ml			\$9.00	\$9.00	1	\$3.00	2	\$6.00	0
183	B	3	1974 Montelena	Chateau	Sonoma	Cab.	750 ml	2 low neck fill / 1 high shoulder		\$350.00	\$1,050.00	2	\$700.00	1	\$350.00	0
184	B	2	1989 Montelena	Chateau	Napa	ay	750 ml			\$3.00	\$6.00	1	\$3.00	1	\$3.00	0
185	B	1	1990 Estephe	Cru Bourgeois	Bordeaux	Blend	750 ml			\$20.00	\$20.00	0	\$0.00	1	\$20.00	0
186	B	1	2001 Chateau Souverain	Dry Creek Valley	Sonoma	Zinfandel	750 ml			\$19.00	\$19.00	1	\$19.00	0	\$0.00	0
187	B	6	1981 Chateau St Jean	Alexander Valley Robert Young Vineyards	Sonoma	Chardonn	ay	Magnum - has a slim chance of being sound		\$10.00	\$60.00	3	\$30.00	3	\$30.00	0
188	B	1	1974 Chateau St Jean	Chateau Tour de	Sonoma Co.	Cab.	750 ml			\$120.00	\$120.00	1	\$120.00	0	\$0.00	0
189	B	3	1995 Goupin	Sainte-Foy	Bordeaux	Blend	750 ml			\$11.00	\$33.00	2	\$22.00	1	\$11.00	0
190	B	1	2007 Clos de los Siete		Argentina	Malbec	750 ml			\$19.00	\$19.00	0	\$0.00	1	\$19.00	0

A	B	C	D	E	K	L	M	N	O	P
191	B	1	1988 Clos du Bois							
192	B	1	1978 Clos du Bois	Proprietor's Reserve	\$16.00	1	\$16.00	0	\$0.00	0
193	B	2	1990 Clos Prieur	Gevrey-Chambertin	\$120.00	0	\$0.00	1	\$120.00	0
194	B	1	2008 Concha y Toro	Casillero del Diablo	\$70.00	1	\$70.00	1	\$70.00	0
195	B	1	2004 Concha y Toro	Reserve	\$9.00	1	\$9.00	0	\$0.00	0
196	B	1	2008 Concha y Toro	Marques de Casa	\$15.00	0	\$0.00	1	\$15.00	0
197	B	1	2007 Concho y Toro	Concha	\$9.00	1	\$9.00	0	\$0.00	0
198	B	1	NV Winery	Old Dog Red	\$19.00	0	\$0.00	1	\$19.00	0
199	B	1	1997 David Frost Wines	questionable	\$5.00	1	\$5.00	0	\$0.00	0
200	B	1	1988 Chevalier	Graves	\$40.00	0	\$0.00	1	\$40.00	0
201	B	1	1988 Chevalier	Graves	\$78.00	1	\$78.00	0	\$0.00	0
202	B	6	2008 Domaine De Pouy	Vin De Pays	\$78.00	0	\$0.00	1	\$78.00	0
203	B	1	2004 Domaine Ehrhart	Herrenweg	\$54.00	3	\$27.00	3	\$27.00	0
204	B	1	1979 Domaine Leftaive	Puligny-Montrachet	\$32.00	1	\$32.00	0	\$0.00	0
205	B	4	2004 Vin. & Win.	Jerusalem Hill	\$175.00	0	\$0.00	1	\$175.00	0
206	B	1	2006 Drew	Broken Leg Vineyard	\$75.00	2	\$150.00	2	\$150.00	0
207	B	1	1989 Vineyards	Three Palms Vineyard	\$32.00	1	\$32.00	0	\$0.00	0
208	B	1	1997 (Bull's Blood)	Hungary	\$8.00	1	\$8.00	0	\$0.00	0
209	B	12	1980 Estancia	Mercurey Les	\$20.00	5	\$120.00	5	\$120.00	0
210	B	1	1991 Faiweley	Mauvarenes	\$35.00	0	\$0.00	1	\$35.00	0
211	B	1	1989 Far Niente		\$0.00	1	\$0.00	0	\$0.00	0
212	B	1	1982 Far Niente		\$0.00	0	\$0.00	1	\$0.00	0
213	B	1	1997 Farallon		\$5.00	1	\$5.00	0	\$0.00	0
214	B	1	1980 Vineyards		\$39.00	0	\$0.00	1	\$39.00	0
215	B	2	1978 Freemark Abbey	Cabernet Bosche	\$100.00	1	\$100.00	1	\$100.00	0
216	B	1	1972 Freemark Abbey	Cabernet Bosche	\$73.00	1	\$73.00	0	\$0.00	0
217	B	1	1969 Freemark Abbey		\$100.00	0	\$0.00	1	\$100.00	0

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
218	B	1	2001 Gary Farrell	Dry Creek Valley Maple Vineyard - Tina's Block	Sonoma	Zinfandel	750 ml	\$30.00	\$30.00	1	\$30.00	0	\$0.00	0	0
219	B	1	1982 Girard	Classic Dessert Semillon	Napa	Semillon	375 ml Cab.	\$15.00	\$0.00	0	\$0.00	1	\$15.00	0	0
220	B	1	1984 Girard	Estate	Napa	Sauv.	750 ml	\$100.00	\$100.00	1	\$100.00	0	\$0.00	0	0
221	B	5	1981 Grgich Hills	Gundlach-Bunescu 125th Anniv Box #1/02/03/	Sonoma Co.	Zinfandel	750 ml	\$300.00	\$120.00	2	\$120.00	3	\$180.00	0	0
222	B	3	1983	Vintage Reserve Rhinefarm Vineyards	Sonoma	Sauv.	750 ml	\$85.00	\$170.00	2	\$170.00	1	\$85.00	0	0
223	B	1	2006 Handley Cellars	Handley Cellars	Anderson Val.	Gewurztra miner	750 ml	\$18.00	\$0.00	0	\$0.00	1	\$18.00	0	0
224	B	1	1992 Havens	Cameros	Sonoma Co.	Merlot	750 ml	\$98.00	\$98.00	1	\$98.00	0	\$0.00	0	0
225	B	1	1986 Hill-Smith Estate	Autumn Harvest Botrytis Affected	Barossa, AUS	Semillon	375 ml	\$40.00	\$40.00	0	\$0.00	1	\$40.00	0	0
226	B	1	1998 Est Cab	Honig Est Napa Valley Cabernet Sauvignon	Napa	Cab.	3 L	\$250.00	\$250.00	1	\$250.00	0	\$0.00	0	0
227	B	1	1996 J. Lohr	Estate Seven Oaks	Paso Robles	Sauv.	750 ml	\$15.00	\$0.00	0	\$0.00	1	\$15.00	0	0
228	B	1	2006 J. Vidal-Fleury	Cotes Du Rhone	Rhone	Blend	750 ml	\$12.00	\$12.00	1	\$12.00	0	\$0.00	0	0
229	B	1	2003 Jayer-Gilles	Bourgogne Alligote	Burgundy	Alligote	750 ml	\$0.00	\$0.00	0	\$0.00	1	\$0.00	0	0
230	B	1	1983 Jordan	Estate	Alexander Val.	Cab.	750 ml	\$99.00	\$99.00	1	\$99.00	0	\$0.00	0	0
231	B	5	Joseph Phelps 1982 Vineyards	Late Harvest	Napa	Johannis. Riesl.	750 ml	\$45.00	\$90.00	2	\$90.00	3	\$135.00	0	0
232	B	1	2004 Kenneth-Crawford	Blue Fin	Santa Ynez Val.	Syrah/Shi raz	750 ml	\$2.00	\$2.00	1	\$2.00	0	\$0.00	0	0
233	B	1	2000 Kistler	Cuvee Cathleen	Sonoma Co.	Chardonn ay	750 ml	\$0.00	\$0.00	0	\$0.00	1	\$0.00	0	0
234	B	1	2000 Kistler	Hudson Vineyard	Cameros	Chardonn ay	750 ml	\$0.00	\$0.00	1	\$0.00	0	\$0.00	0	0
235	B	1	2000 Kistler	Kistler Vineyard	Sonoma Russian River Val.	Chardonn ay	750 ml	\$0.00	\$0.00	0	\$0.00	1	\$0.00	0	0
236	B	1	2000 Kistler Vineyards	La Jota Vineyard	Napa	Pinot Noir	750 ml	\$149.00	\$149.00	0	\$0.00	1	\$149.00	0	0
237	B	1	1989 Co	La Vieille	Napa	Cab.	750 ml	\$72.00	\$72.00	0	\$0.00	1	\$72.00	0	0
238	B	12	1985 Montagne	Howell Mountain	Napa	Cab.	750 ml	\$119.00	\$714.00	6	\$714.00	5	\$714.00	0	0
239	B	1	1976 Lambert Bridge	Landgraflich Hessisches	Sonoma Co.	Chardonn ay	750 ml	\$0.00	\$0.00	1	\$0.00	0	\$0.00	0	0
240	B	2	1983 Weingut	Eitviller Sonnenberg Kabinett	Germany	Riesling	750 ml	\$30.00	\$30.00	1	\$30.00	1	\$30.00	0	0
241	B	1	1992 Cellars	Rusty Staub's Le Grand Orange Reserve	Cab.	Sauv.	750 ml	\$20.00	\$20.00	1	\$20.00	0	\$0.00	0	0
242	B	1	1989 Hill	Leckie's She-Oak	Australia	Shiraz	750 ml	\$5.00	\$5.00	0	\$0.00	1	\$5.00	0	0
243	B	1	1988 Lindemans	Griffith-Padthaway Botrytis Semillon	Australia	Semillon	375 ml	\$22.00	\$22.00	1	\$22.00	0	\$0.00	0	0

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
244	B	1	2007 Los Vascos	Bourgogne Rouge	Chile	750 ml	\$10.00	\$10.00	0	\$0.00	1	\$10.00	0		
245	B	1	Louis Jadot	Reserve des Jacobins	Burgundy	Pinot Noir	750 ml	\$12.00	1	\$12.00	0	\$0.00	0	\$0.00	0
246	B	1	1993 Lynmar Winery	Russian River Valley	Sonoma	Pinot Noir	750 ml	\$20.00	0	\$0.00	1	\$20.00	0	\$0.00	0
247	B	2	1981 Lytton Springs	Private Reserve	Sonoma	Zinfandel	750 ml	\$30.00	1	\$30.00	1	\$30.00	0	\$30.00	0
248	B	1	2005 Marques de Maximin	Rioja Crianza	Rioja, Spain	Tempranillo	750 ml	\$14.00	1	\$14.00	0	\$0.00	0	\$0.00	0
249	B	1	2004 Grunhauser	Kabinett	Mosel, DE	Riesling	750 ml	\$28.00	0	\$0.00	1	\$28.00	0	\$28.00	0
250	B	1	1996 MerryVale	Silhouette	Napa	750 ml	\$0.00	\$0.00	1	\$0.00	0	\$0.00	0	\$0.00	0
251	B	1	1979 Mill Creek	Dry Creek Valley	Sonoma Co.	Sauv.	750 ml	\$20.00	0	\$0.00	1	\$20.00	0	\$20.00	0
252	B	2 NV	Moet & Chandon	Imperial	Champagne	Blend	750 ml	\$80.00	1	\$40.00	1	\$40.00	0	\$40.00	0
253	B	2	2008 Momo	Marlborough	New Zealand	Sauvignon	750 ml	\$34.00	1	\$17.00	1	\$17.00	0	\$17.00	0
254	B	1	1991 Moulin de Duhart	Pauillac	Bordeaux	Blend	750 ml	\$33.00	1	\$33.00	0	\$0.00	0	\$0.00	0
255	B	1 NV	Nicolas Feuillatte	Particuliere	Champagne	Blend	750 ml	\$35.00	0	\$0.00	1	\$35.00	0	\$35.00	0
256	B	1	1990 Nicolas Feuillatte	Brut	Champagne	Blend	750 ml	\$350.00	1	\$350.00	0	\$0.00	0	\$0.00	0
257	B	1	1986 Nicolas Feuillatte	Cuvee Speciale Brut	Champagne	Blend	750 ml	\$125.00	0	\$0.00	1	\$125.00	0	\$125.00	0
258	B	1	1980 Osprey Vinthers	Liebfraumilch	Napa	Sauv.	750 ml	\$20.00	1	\$20.00	0	\$0.00	0	\$0.00	0
259	B	2	2003 P J Valckenberg	Beerenauslese	Rhine, DE	Riesling	375 ml	\$14.00	1	\$14.00	1	\$14.00	0	\$14.00	0
260	B	3	1985 Pine Ridge	Andrus Reserve	Napa	Sauv.	750 ml	\$390.00	2	\$260.00	1	\$260.00	0	\$130.00	0
261	B	1	1973 Pol Roger	Brut Reserve Speciale	Champagne	Blend	750 ml	\$320.00	1	\$320.00	0	\$0.00	0	\$0.00	0
262	B	1	1984 Quady	Elysium Dessert Wine	California	Muscat	750 ml	\$26.00	0	\$0.00	1	\$26.00	0	\$26.00	0
263	B	1	1984 Quady	Essensia Dessert Wine	California	Muscat	750 ml	\$25.00	1	\$25.00	0	\$0.00	0	\$0.00	0
264	B	1	1983 Ravenswood	Esola	Sonoma Co.	Zinfandel	750 ml	\$33.00	0	\$0.00	1	\$33.00	0	\$33.00	0
265	B	1	1981 Ridge	Esola	Amador	Zinfandel	750 ml	\$40.00	1	\$40.00	0	\$0.00	0	\$0.00	0
266	B	3	1974 Robert Mondavi	Robert Mondavi	Napa	Sauv.	750 ml	\$105.00	1	\$35.00	2	\$70.00	0	\$70.00	0
267	B	1	1975 Robert Mondavi	Robert Mondavi	Napa	Sauv.	750 ml	\$100.00	0	\$0.00	1	\$100.00	0	\$100.00	0
268	B	1	1987 Robert Mondavi	Robert Mondavi	Napa	Sauv.	750 ml	\$95.00	1	\$95.00	0	\$0.00	0	\$0.00	0
269	B	1	1996 Robert Mondavi	Robert Mondavi	Napa	Merlot	750 ml	\$68.00	0	\$0.00	1	\$68.00	0	\$68.00	0
270	B	1	2001 Rodney Strong	Reserve	Sonoma	Sauv.	750 ml	\$45.00	1	\$45.00	0	\$0.00	0	\$0.00	0
271	B	1	2001 Schramsburg	Blanc de Noirs Brut Sparkling	Napa	Pinot Noir Spark.	750 ml	\$35.00	0	\$0.00	1	\$35.00	0	\$35.00	0

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
272	B	4	1982 Sequoia Grove	Napa Valley Stags Leap District	Napa	Sauv.	750 ml		\$40.00	\$160.00	2	\$80.00	2	\$80.00	0
273	B	1	1995 Shafer Vineyards	Stags Leap District Hillside Select	Napa	Mendot Cab.	1.5 L	Magnum	\$120.00	\$120.00	1	\$120.00	0	\$0.00	0
274	B	1	1985 Shafer Vineyards	Hillside Select	Napa	Sauv.	750 ml		\$165.00	\$165.00	0	\$0.00	1	\$165.00	0
275	B	1	1989 Shafer Vineyards		Napa	Chardonnay	750 ml		\$0.00	\$0.00	1	\$0.00	0	\$0.00	0
276	B	5	1978 Shown & Sons		Napa	Sauv.	1.5 L	Magnum	\$70.00	\$350.00	2	\$140.00	3	\$210.00	0
277	B	1	2001 Smith & Hook		Santa Lucia Highlands	Sauv.	750 ml		\$27.00	\$27.00	1	\$27.00	0	\$0.00	0
278	B	1	1977 Spring Mountain		Napa	Sauv.	750 ml	low neck	\$59.00	\$59.00	0	\$0.00	1	\$59.00	0
279	B	1	2008 Spy Valley	Mariborough	New Zealand	Sauvignon Blanc	750 ml		\$15.00	\$15.00	1	\$15.00	0	\$0.00	0
280	B	1	2003 Stag's Leap Winery	Artemis	Napa	Sauv.	750 ml		\$57.00	\$57.00	0	\$0.00	1	\$57.00	0
281	B	1	1980 Taittinger	La Francaise Brut	Champagne	Blend	750 ml		\$43.00	\$43.00	1	\$43.00	0	\$0.00	0
282	B	1	1980 Taitarni	Brut Yellow Label	Victoria AUS	Shiraz	750 ml		\$20.00	\$20.00	0	\$0.00	1	\$20.00	0
283	B	1	1983 NV Veuve Clicquot	Brut Yellow Label	Champagne	Blend	750 ml		\$48.00	\$48.00	1	\$48.00	0	\$0.00	0
284	B	1	1988 Ponsardin	La Grande Dame Brut	Champagne	Blend	750 ml		\$170.00	\$170.00	0	\$0.00	1	\$170.00	0
285	B	2	2006 Vizcarra	Ribera del Duero	Spain	Tempranillo	750 ml		\$25.00	\$50.00	1	\$25.00	1	\$25.00	0
286	B	1	1989 William Selyem	Allen Vineyard	Russian River V	Pinot Noir	750 ml		\$150.00	\$150.00	1	\$150.00	0	\$0.00	0
287	B	1	1992 Windsor Vineyards	Meritage Red	Sonoma Co.	Blend	750 ml		\$40.00	\$40.00	0	\$0.00	1	\$40.00	0
288	B	2	1983 - Ockfen	Winzerverein Irsch Kabinett	Germany	Riesling	750 ml		\$10.00	\$20.00	1	\$10.00	1	\$10.00	0
289		265									133	\$8,200.00	132	\$7,150.00	
290	C	1	1999 Acacia	Sangiacomo Vineyard Estate Bottle	Carneros	Chardonnay	750 ml		\$0.00	\$0.00	1	\$0.00	0	\$0.00	0
291	C	5	1985 Balkan Crest	Oriahovitz Vineyards	Hungary	Sauv.	750 ml	questionable may be too old	\$2.00	\$10.00	2	\$4.00	3	\$6.00	0
292	C	1	2004 Barton & Guestier		France	Chardonnay	1.5 L	not great wine	\$2.00	\$2.00	1	\$2.00	0	\$0.00	0
293	C	1	1983 Bodega Y Cava de Weinert		Argentina	Malbec	750 ml		\$17.00	\$17.00	0	\$0.00	1	\$17.00	0
294	C	1	1985 Bolla		Alto Adige, IT	Pinot Grigio	750 ml	oxidized	\$0.00	\$0.00	1	\$0.00	0	\$0.00	0
295	C	1	1993 Canyon Road		California	Chardonnay	750 ml	oxidized, signed	\$0.00	\$0.00	0	\$0.00	1	\$0.00	0
296	C	1	1985 Chalone Vineyards	Estate	The Pinnacles	Chardonnay	750 ml	Doc and Joan	\$0.00	\$0.00	1	\$0.00	0	\$0.00	0
297	C	1	NV Chateau Goldman	Goldman Sachs Private Label for gifts	Monterey Sonoma Country	Chardonnay	750 ml	Swaiwell	\$0.00	\$0.00	0	\$0.00	1	\$0.00	0
298	C	1	1982 Chateau St Jean		Monterey Sonoma Country	Riesling	750 ml	old	\$2.00	\$2.00	1	\$2.00	0	\$0.00	0

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
299	C	2	1979 Clos du Bois	Calcaire	Alexander Val.	Chardonn	ay	750 ml	oxidized	\$0.00	\$0.00	\$0.00	1	\$0.00	0
300	C	1	1987 Coastal Vintners	Fairmont Hotel	Chardonn	ay	187 ml			\$0.00	\$0.00	\$0.00	1	\$0.00	0
301	C	1	1985 Coastal Vintners	Fairmont Hotel	Chardonn	ay	187ml			\$0.00	\$0.00	\$0.00	0	\$0.00	0
302	C	1	1983 Coastal Vintners	Fairmont Hotel	California	Sauv.	187ml			\$0.00	\$0.00	\$0.00	1	\$0.00	0
303	C	1	1993 Winery	Dry Creek Valley	Sonoma	ay	750 ml	questionable	\$2.00	\$2.00	\$0.00	\$0.00	0	\$0.00	0
304	C	5	Ernest & Julio	Limited Release - 1st	California	Cab.	750 ml	3 leaking - bad	\$0.00	\$0.00	\$0.00	\$0.00	3	\$0.00	0
305	C	1	1989 Estancia	ego release	California	Chardonn	ay	750 ml	when 1st released	\$0.00	\$0.00	\$0.00	0	\$0.00	0
306	C	3	1993 Fisher	Coach Instignia	Monterey	ay	750 ml	very questionable	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0
307	C	9	Flora Springs Wine	Barrel Fermented	Sonoma	ay	750 ml	slim chance to be good	\$3.00	\$9.00	\$3.00	\$3.00	2	\$6.00	0
308	C	1	1984 George Vernay	Condrieu	Napa	ay	750 ml	probable oxidation	\$0.00	\$0.00	\$0.00	\$0.00	4	\$0.00	0
309	C	1	1999 Georges Duboeuf	Beaujolais Nouveau	Rhone	ay	750 ml	- oak too heavy	\$0.00	\$0.00	\$0.00	\$0.00	1	\$0.00	0
310	C	1	1986 Georges Duboeuf	Beaujolais-Villages	Burgundy	Gamay	750 ml	stained label, shoulder fill,	\$0.00	\$0.00	\$0.00	\$0.00	1	\$0.00	0
311	C	1	1982 Husch		Anderson Val.	Chardonn	ay	750 ml	leaking, sediment	\$0.00	\$0.00	\$0.00	0	\$0.00	0
312	C	1	1994 Ivan Tamas	Vintage Select	Central Coast	Cab.	750 ml	oxidized	\$10.00	\$10.00	\$0.00	\$0.00	1	\$10.00	0
313	C	1	1981 Jekel Vineyard	Late Harvest	Monterey	Riesling	375 ml	Questionable	\$5.00	\$5.00	\$5.00	\$5.00	0	\$0.00	0
314	C	2	1978 Jekel Vineyard	Private Reserve	Monterey	Sauv.	750 ml	dessert	\$15.00	\$30.00	\$15.00	\$15.00	1	\$15.00	0
315	C	1	NV Krier	Sparkling Wine	Monterey	Sauv.	187 ml		\$0.00	\$0.00	\$0.00	\$0.00	1	\$0.00	0
316	C	1	1982 Vineyards		Les Chenes Lake County	Riesl.	750 ml		\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0
317	C	1	1996 Messina Hof		Johannis. Riesl.	750 ml		autographed by Paul Bonarrigo, owner	\$0.00	\$0.00	\$0.00	\$0.00	1	\$0.00	0
318	C	2	1984 Monticello Cellars	Cortey Vineyard	Texas	Chardonn	ay	750 ml	oxidized	\$0.00	\$0.00	\$0.00	1	\$0.00	0
319	C	2	1984 Monticello Cellars	Cortey Vineyard	Napa	ay	750 ml	oxidized	\$0.00	\$0.00	\$0.00	\$0.00	1	\$0.00	0
320	C	12	1983 Monticello Cellars		Napa	ay	750 ml	oxidized	\$0.00	\$0.00	\$0.00	\$0.00	6	\$0.00	0
321	C	1	1990 Mouton Cadet		Bordeaux	White	375 ml		\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0
322	C	6	1980 Winery		Napa	Cab.	750 ml		\$5.00	\$30.00	\$15.00	\$15.00	3	\$15.00	0
323	C	1	1986 Napa Ridge		North Coast	Cab.	750 ml		\$0.00	\$0.00	\$0.00	\$0.00	1	\$0.00	0
324	C	1	1984 Palisades		Napa	Sauvig.	750 ml	oxidized, low fill	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0
325	C	8	1989 Premiat	Murfatlar Region	Romania	ay	750 ml		\$0.00	\$0.00	\$0.00	\$0.00	4	\$0.00	0

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
326	C	1 NV	R H Phillips	Night Harvest Mistura Cuvee Paulliac (Mis en bouteille par Raoul Johnston)	California	Blend	750 ml		\$0.00	\$0.00	0	\$0.00	1	\$0.00	0
327	C	1	Raoul Johnston 1995 (Private Label)	Bordeaux	Bordeaux	Blend	750 ml		\$20.00	\$20.00	1	\$20.00	0	\$0.00	0
328	C	1	1984 Rapazzini	Special Reserve	Gilroy, CA	Chardonn	750 ml	oxidized	\$0.00	\$0.00	0	\$0.00	1	\$0.00	0
329	C	1	NV Rex Goliath Robert Keenan	47 Pound Rooster	California	Pinot Noir	750 ml		\$2.00	\$2.00	1	\$2.00	0	\$0.00	0
330	C	1	1985 Winery	Valpolicella Classico Superiore	Napa	ay	750 ml		\$0.00	\$0.00	0	\$0.00	1	\$0.00	0
331	C	1	1976 Ruffino		Veneto, Italy	Blend	750 ml	fill low neck	\$2.00	\$2.00	1	\$2.00	0	\$0.00	0
332	C	3	1985 Sainsbury		Carneros	ay	750 ml	low fill, cloudy,oxidized, torn label	\$0.00	\$0.00	1	\$0.00	2	\$0.00	0
333	C	3	1977 Sanford & Benedict		California	Chardonn	750 ml		\$0.00	\$0.00	2	\$0.00	1	\$0.00	0
334	C	1	1984 Sarah's Vineyard Sebastiani Black	Ventana	Santa Clara	ay	750 ml	oxidized	\$0.00	\$0.00	0	\$0.00	1	\$0.00	0
335	C	1	1986 Beauty		California	Pinot Noir	750 ml		\$2.00	\$2.00	1	\$2.00	0	\$0.00	0
336	C	1	1983 Sequoia Grove Shadow Creek	Estate	Carneros	ay	750 ml	oxidized	\$0.00	\$0.00	0	\$0.00	1	\$0.00	0
337	C	1	1984 Orinda	Stag's Leap Wildwood	Napa	Sauv. Cab.	750 ml		\$10.00	\$10.00	1	\$10.00	0	\$0.00	0
338	C	1	1994 Cellars		Napa	Chardonn	750 ml		\$3.00	\$3.00	0	\$0.00	1	\$3.00	0
339	C	2	1981 Vineyard St Clements		Napa	ay	750 ml		\$0.00	\$0.00	1	\$0.00	1	\$0.00	0
340	C	1	1982 Vineyard St Clements		Napa	ay	750 ml		\$0.00	\$0.00	1	\$0.00	0	\$0.00	0
341	C	2	1983 Vineyard The Christian	Johannisberg Riesling Gewurztraminer	Napa	ay	750 ml		\$0.00	\$0.00	1	\$0.00	1	\$0.00	0
342	C	1	1978 Brothers		Napa	Blend	750 ml	Lot 350 Napa Valley Wine Auction 1984	\$0.00	\$0.00	0	\$0.00	1	\$0.00	0
343	C	4	1981 Brothers	Mont La Salle Reserve Rouge Le Jardinet	Napa	Pinot St. George	750 ml		\$0.00	\$0.00	2	\$0.00	2	\$0.00	0
344	C	1	NV The Harvey Hotels Thomas Fogarty		Bulk	Blend	750 ml		\$0.00	\$0.00	1	\$0.00	0	\$0.00	0
345	C	1	2004 Winery	Skyline	Santa Cruz	Blend	750 ml		\$0.00	\$0.00	0	\$0.00	1	\$0.00	0
346	C	1	2004 Tiefenbruner	Alto Adige Special Selection Estate	Italy	Pinot Grigio	750 ml		\$2.00	\$2.00	1	\$2.00	0	\$0.00	0
347	C	1	1982 Vega Vineyards Vermesjo Park	Private Reserve	Santa Ynez Val.	Johannis. Riesl.	750 ml		\$0.00	\$0.00	0	\$0.00	1	\$0.00	0
348	C	1	2004 Ranch		Sonoma Co.	ay	750 ml		\$2.00	\$2.00	1	\$2.00	0	\$0.00	0
349	C	11	1981 William Hill	Mt Veeder	Napa Valley	ay	750 ml		\$2.00	\$2.00	1	\$2.00	0	\$0.00	0
350	C	1	2006 Yellow Tail		Australia	ay	750 ml		\$8.00	\$8.00	0	\$0.00	1	\$8.00	0

A	B	C	D	E	The Pax Hopper Estate Wine Collection B/o September 27, 2010					K	L	M	N	O	P
351															
352	125									\$145,819.00	62		98	63	92
353										Total Value		72891	72928		\$37.00
354															

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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IRS Circular 230 Notice: To ensure compliance with requirements imposed by the IRS, we advise you that any U.S. tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, (i) to avoid penalties under the Internal Revenue Code or (ii) to promote, market, or recommend to another party any transaction or matter addressed herein.

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

BLOCK & GARDEN, LLP

Sterling Plaza
5949 Sherry Lane, Suite 900
Dallas, Texas 75225

BY FACSIMILE AND EMAIL

Telephone
214 866-0990

October 3, 2013

Facsimile
214 866-0991

Mr. James A. Jennings
Mr. Kenneth Tomlinson
Erhard & Jennings PC
1601 Elm Street, Suite 4242
Dallas, Texas 75201
Facsimile: (214) 871-1655

Re: DC-13-09969, *Jo N. Hopper v. Laura S. Wassmer and Stephen B. Hopper*, 44th
Judicial District of Dallas County, Texas

Gentlemen,

Enclosed is a copy of Defendants' First Amended Answer and Special Exceptions to Plaintiff's Original Petition for Breach of Contract, Specific Performance, and, Alternatively, Partition of Personal Property or Proceeds from Sale. Also enclosed is an affidavit regarding my authority to communicate to you the information in the August 13, 2013 email attached to such affidavit. I trust this clarifies and resolves the issues we discussed yesterday, and I appreciate your contacting me yesterday so that we could discuss and clarify such issues before you took the completely unwarranted action of naming Block & Garden, LLP as a defendant in the above-referenced lawsuit. While such courtesy leads me to believe it is not your intention to engage in frivolous litigation tactics, please note that any such tactics will not be tolerated and will result in our request for sanctions at the appropriate time.

Sincerely,



Christopher M. McNeill

Enclosures

EXHIBIT

E

CAUSE NO. DC-13-09969

JO N. HOPPER,
Plaintiff,

v.

LAURA S. WASSMER and
STEPHEN B. HOPPER,
Defendants.

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IN THE DISTRICT COURT

44TH JUDICIAL DISTRICT

DALLAS COUNTY, TEXAS

**DEFENDANTS' FIRST AMENDED ANSWER AND SPECIAL EXCEPTIONS
TO PLAINTIFF'S ORIGINAL PETITION FOR BREACH OF CONTRACT, SPECIFIC
PERFORMANCE, AND, ALTERNATIVELY, PARTITION OF PERSONAL
PROPERTY OR PROCEEDS FROM SALE**

TO THE HONORABLE JUDGE OF SAID COURT:

COME NOW Laura S. Wassmer and Stephen B. Hopper, defendants in the above referenced cause, and file their First Amended Answer and Special Exceptions to Plaintiff's Original Petition for Breach of Contract, Specific Performance, and Alternatively, Partition of Personal Property or Proceeds from Sale (the "Original Petition"), and in support thereof would respectfully show the Court the following:

**I.
GENERAL DENIAL**

1. Pursuant to Rule 92 of the Texas Rules of Civil Procedure, Defendants hereby generally deny every allegation in Plaintiff's Original Petition. Defendants demand strict proof of every allegation set forth in Plaintiff's Original Petition, and any supplement or amendment thereto, by a preponderance of the evidence or by clear and convincing evidence in accordance with the applicable standards of proof.

II.
AFFIRMATIVE DEFENSES

2. Defendants assert that Plaintiff's claims and allegations as set forth in her Original Petition are barred by Plaintiff's unclean hands.

3. Defendants assert that Plaintiff's claims and allegations as set forth in her Original Petition are barred by Plaintiff's failure to mitigate her damages.

4. Defendants assert that Plaintiff's claims and allegations as set forth in her Original Petition with respect to breach of contract are barred because no such contract exists between Plaintiff and the Defendants.

III.
SPECIAL EXCEPTIONS

5. Defendants specially except to Plaintiff's Original Petition, paragraphs no. V.4 and VI.3, and asks the Court to require Plaintiff to specify the maximum amount of damages that Plaintiff claims.

6. Defendants specially except to Plaintiff's Original Petition because the pleadings ask for attorney fees in paragraph No. D.2 with respect to Plaintiff's "other causes of action" but do not specify which statute makes them available in this type of suit.

7. Defendants specially except to Plaintiff's Original Petition, Section V—Count I: Breach of Contract, because Plaintiff did not plead all elements of her cause of action for breach of contract. Specifically, the pleadings for breach of contract did not include the following elements: (a) that there is a valid, enforceable contract (*see, e.g., Petras v. Criswell*, 248 S.W.3d 471, 477 (Tex.App.—Dallas 2008, no pet.)); (b) that Plaintiff is a proper party to sue for breach of such contract (*see, e.g., Foley v. Daniel*, 346 S.W.3d 687, 690 (Tex.App.—El Paso 2009, no

pet.)); and (c) that Plaintiff performed, tendered performance of, or was excused from performing its contractual obligations (*see, e.g., Foley*, 346 S.W.3d at 690).

8. Defendants specially except to Plaintiff's Original Petition, Section VI—Count 2: Specific Performance, because such section sets forth merely a remedy and not a cause of action recognizable under Texas law.

9. Defendants specially except to the statement above Section II of Plaintiff's Original Petition that "All Facts Below are Uncontested or Incontestible."

10. For these reasons, Defendants ask the Court to set their special exceptions for hearing and, after the hearing, sustain their special exceptions and order Plaintiff to replead and cure her pleading defects and, if Plaintiff does not cure her defects, strike Plaintiff's pleading.

IV. EXEMPLARY DAMAGES

11. If either Defendant is found liable for exemplary damages, those damages must be capped under the Texas Damages Act and the Due Process Clause of the United States and Texas Constitutions.

V. REQUEST FOR DISCLOSURE

12. Under Texas Rule of Civil Procedure 194, Defendants request that Plaintiff disclose, within 30 days of the service of this request, the information or material described in Rule 194.2.

WHEREFORE, PREMISES CONSIDERED, Defendants ask the Court to dismiss Plaintiff's claims or render judgment that Plaintiff take nothing, assess costs against Plaintiff, and award all other relief to which Defendants are entitled.

Respectfully submitted,

BLOCK & GARDEN, LLP



CHRISTOPHER M. MCNEILL, SBN 24032852

BLOCK & GARDEN, LLP

5949 Sherry Lane, Suite 900

Dallas, Texas 75225

Telephone: 214.866.0990

Facsimile: 214.866.0991

mceill@bgvllp.com

garden@bgvllp.com

ATTORNEY 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 in accordance with the Texas Rules of Civil Procedure on this the 3rd day of October 2013.



CHRISTOPHER M. MCNEILL

CAUSE NO. DC-13-09969

JO N. HOPPER,
Plaintiff,

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IN THE DISTRICT COURT

v.

44TH JUDICIAL DISTRICT

LAURA S. WASSMER and
STEPHEN B. HOPPER,
Defendants.

DALLAS COUNTY, TEXAS

STATE OF TEXAS

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DALLAS COUNTY

AFFIDAVIT

BEFORE ME, the undersigned authority, on this day personally appeared Christopher M. McNeill, known to me to be the person whose signature appears below, and upon his oath duly deposed and said:

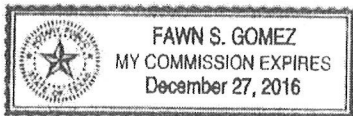
"I, Christopher M. McNeill, am over twenty-one (21) years of age and competent to give this declaration and do hereby make the following statements to be true to my knowledge and belief under penalty of perjury in accordance with the laws of the State of Texas:

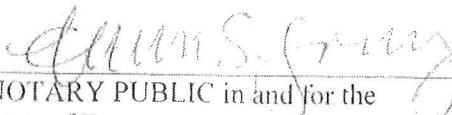
1. Attached hereto is a true and correct copy of the email communication that I sent to Mr. Jim Jennings and others on August 13, 2013. At the time I sent such email communication, I had been authorized by my law firm's clients, Dr. Stephen B. Hopper and Ms. Laura S. Wassmer, to convey the information set forth in such email communication to Mr. Jennings and the other recipients of such email communication."

Further affiant sayeth naught.


Christopher M. McNeill

This instrument was personally acknowledged before me on the 3rd day of October 2013, by Christopher M. McNeill.




NOTARY PUBLIC in and for the
State of Texas

My Commission Expires: 12-27-2016

From: Christopher McNeill
Sent: Tuesday, August 13, 2013 9:47 AM
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,

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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JO N. HOPPER,

Plaintiff,

v.

LAURA S. WASSMER AND
STEPHEN B. HOPPER,

Defendants.

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IN THE DISTRICT COURT

DALLAS COUNTY, TEXAS

44th JUDICIAL DISTRICT

AFFIDAVIT OF JO N. HOPPER

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned notary public, on this day personally appeared Jo N. Hopper, who, after being by me duly sworn, did depose on her oath and state:


1. My name is Jo N. Hopper. I am over the age of eighteen (18) years, of sound mind, have never been convicted of a felony, and am fully competent to testify to the facts contained herein. I have personal knowledge of the facts contained herein, all of which are true and correct. This Affidavit is filed in support of Plaintiff's Response in Opposition to Defendants' Motion for Partial Summary Judgment on Plaintiff's Causes of Action for Breach of Contract and Specific Performance.

2. I was married to Max D. Hopper from June 6, 1981 until January 25, 2010 when he passed away.

3. Some of the property that was part of the Estate of Max D. Hopper included 960 bottles of wine and 6764 individual golf clubs and 102 golf collectibles.

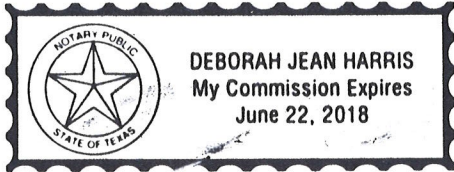



FURTHER AFFIANT SAYETH NOT.



JON. HOPPER

Subscribed and sworn to before me, the undersigned notary public, on February 16, 2016.





Notary Public in and for
The State of Texas

My commission expires:

6/22/18

JO N. HOPPER,

Plaintiff,

v.

LAURA S. WASSMER AND
STEPHEN B. HOPPER,

Defendants.

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IN THE DISTRICT COURT

DALLAS COUNTY, TEXAS

44th JUDICIAL DISTRICT

AFFIDAVIT OF ALAN S. LOEWINSOHN

STATE OF TEXAS §

§

COUNTY OF DALLAS §

BEFORE ME, the undersigned notary public, on this day personally appeared Alan S. Loewinsohn, who, after being by me duly sworn, did depose on his oath and state:

1. My name is Alan S. Loewinsohn. I am over the age of eighteen (18) years, of sound mind, have never been convicted of a felony, and am fully competent to testify to the facts contained herein. I have personal knowledge of the facts contained herein, all of which are true and correct. This Affidavit is filed in support of Plaintiff's Response in Opposition to Defendants' Motion for Partial Summary Judgment on Plaintiff's Causes of Action for Breach of Contract and Specific Performance.

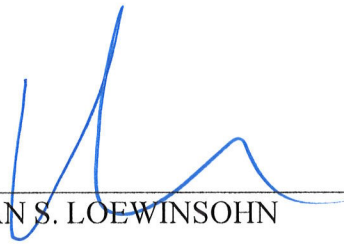
2. I am an attorney with Loewinsohn Flegle Deary LLP ("LFD"). LFD represents Plaintiff Jo N. Hopper ("Plaintiff") in the above-styled action.

3. Attached to this Affidavit as **Exhibit A** are true and correct copies of select pages from the Oral and Videotaped Deposition of Stephen B. Hopper conducted in the above-styled action on February 5, 2016 ("S. Hopper Deposition").



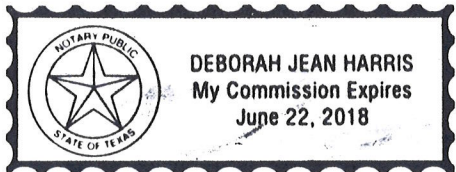
4. I attended the S. Hopper Deposition.
5. Attached to this Affidavit as **Exhibit B** are true and correct copies of select pages from the Oral and Videotaped Deposition of Laura S. Wassmer conducted in the above-styled action on February 5, 2016 (“Wassmer Deposition”).
6. I attended the Wassmer Deposition.
7. Attached to this Affidavit as **Exhibit C** is a true and correct copy of a document that was marked as Exhibit 25 during the Wassmer Deposition.

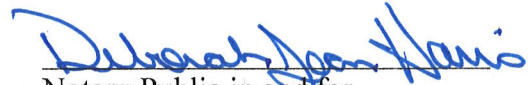
FURTHER AFFIANT SAYETH NOT.



ALAN S. LOEWINSOHN

Subscribed and sworn to before me, the undersigned notary public, on February 19, 2016.





Notary Public in and for
The State of Texas

My commission expires:

6/22/18

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CAUSE NO. DC-13-09969

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

ORAL & VIDEOTAPED DEPOSITION OF
STEPHEN B. HOPPER
FEBRUARY 5, 2016

ORAL & VIDEOTAPED DEPOSITION OF STEPHEN B. HOPPER,
produced as a witness at the instance of the Plaintiff,
and duly sworn, was taken in the above-styled and
numbered cause on February 5, 2016, from 9:36 a.m. to
11:46 a.m., before James M. Shaw, RMR, Certified
Shorthand Reporter No. 1694, in and for the State of
Texas, reported by computerized stenotype machine at the
Law Offices of Fee, Smith, Sharp & Vitullo, LLP, Three
Galleria Tower, 13155 Noel Road, Suite 1000, Dallas,
Texas 75240, pursuant to the Texas Rules of Civil
Procedure and the provisions stated on the record or
attached hereto.

EXHIBIT
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A P P E A R A N C E S

FOR THE PLAINTIFF:

ALAN S. LOEWINSOHN, ESQ.
alanl@LFDlaw.com
KERRY SCHONWALD, ESQ.
kerrys@LFDlaw.com
LOEWINSOHN FLEGLER DEARY, LLP
12377 Merit Drive, Suite 900
Dallas, Texas 75251
Telephone: 214.572.1700
Fax: 214.572.1717

FOR THE DEFENDANTS:

CHRISTOPHER M. McNEILL, ESQ.
mcneill@bgvllp.com
BLOCK, GARDEN & McNEILL, LLP
Sterling Plaza
5956 Sherry Lane, Suite 900
Dallas, Texas 75225
Telephone: 214.866.0900
Fax: 214.866.0991

AND

JON AZANO, ESQ.
jazano@feesmith.com
FEE, SMITH, SHARP & VITULLO LLP
Three Galleria Tower
13155 Noel Road, Suite 1000
Dallas, Texas 75240
Telephone: 972.934.9100
Fax: 972.934.9200

ALSO PRESENT: JO N. HOPPER
LAURA S. WASSMER
BARBARA HOPPER
THE VIDEOGRAPHER: KEITH WEEKS

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Q. One of your lawyers in this case is Chris McNeill with the law firm of Block & Garden; correct?

A. Correct.

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Q. Has Mr. McNeill been one of your attorneys since at least June 1 of 2013 continuously to the present?

A. Yes.

Q. And since at least June 1, 2013, has Mr. McNeill and continuing to the present been authorized to speak orally, in writing -- and in writing on your behalf?

A. Yes.

Q. Has Mr. McNeill ever said anything orally or in writing purportedly on your behalf that you claim he was not authorized to say or do?

A. No.

Q. Has Mr. McNeill ever done anything purportedly

1 on your behalf that you claim he was not authorized to
2 say or do?

3 A. No.

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Q. Okay. Mr. McNeill was your attorney at the time this Exhibit 21 was sent; correct?

A. Correct.

Q. And he would have been authorized to send it on

1 your behalf; correct?

2 A. I would have been authorized?

3 Q. He would have been authorized to send it on
4 your behalf; correct?

5 A. Yes.

6 Q. And was it a true statement that your lawyer
7 wrote to Mr. Jennings as of August 13, 2013 that your --
8 you being one of his two clients, had selected group A
9 for each of the wine and the golf clubs? Was that a true
10 statement your lawyer made?

11 A. That is true.

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CAUSE NO. DC-13-09969

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

REPORTER'S CERTIFICATE TO THE
ORAL DEPOSITION OF
STEPHEN B. HOPPER
FEBRUARY 5, 2016

I, James M. Shaw, RMR, Certified Shorthand Reporter No. 1694 in and for the State of Texas, hereby certify to the following:

That the witness, STEPHEN B. HOPPER, was duly sworn by the officer and that the transcript of the oral deposition is a true record of the testimony given by the witness;

That the deposition transcript was duly submitted on February 11, 2016 to the witness or to the attorney for the witness for examination, signature, and return to Shaw Reporting & Digital Video Services by March 1, 2016.

That pursuant to information given to the deposition officer at the time said testimony was taken, the

1 following includes all parties of record and the amount
2 of time used by each party at the time of the deposition:
3

4 FOR THE PLAINTIFF:

5 ALAN S. LOEWINSOHN, ESQ. - 1 hour 59 minutes
alanl@LFDlaw.com
6 KERRY SCHONWALD, ESQ.
kerrys@LFDlaw.com
7 LOEWINSOHN FLEGLE DEARY, LLP
12377 Merit Drive, Suite 900
8 Dallas, Texas 75251
Telephone: 214.572.1700
9 Fax: 214.572.1717
10

11 FOR THE DEFENDANTS:

12 CHRISTOPHER M. McNEILL, ESQ. 0 hours 0 minutes
mcneill@bgvllp.com
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17 AND

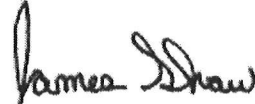
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22

23 I further certify that I am neither counsel for,
24 related to, nor employed by any of the parties in the
25 action in which this proceeding was taken, and further

1 that I am not financially or otherwise interested in the
2 outcome of this action.

3 Further certification requirements pursuant to
4 Rule 203 of the Texas Code of Civil Procedure will be
5 complied with after they have occurred.

6 Certified to by me on this 10th day of February,
7 2016.

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9
10 



11 James M. Shaw, RMR, Texas CSR No. 1694
12 Expiration date: 12/31/2016
13 Firm Registration No. 348

13 SHAW REPORTING & DIGITAL VIDEO SERVICES
14 4441 Carolina Street
15 Grand Prairie, Texas 75052
16 Toll Free: 877.223.2997
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CAUSE NO. DC-13-09969

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

 ORAL & VIDEOTAPED DEPOSITION OF
 LAURA S. WASSMER
 FEBRUARY 5, 2016

ORAL & VIDEOTAPED DEPOSITION OF LAURA S. WASSMER,
 produced as a witness at the instance of the Plaintiff,
 and duly sworn, was taken in the above-styled and
 numbered cause on February 5, 2016, from 12:40 p.m. to
 2:11 p.m., before James M. Shaw, RMR, Certified Shorthand
 Reporter No. 1694, in and for the State of Texas,
 reported by computerized stenotype machine at the Law
 Offices of Fee, Smith, Sharp & Vitullo, LLP, Three
 Galleria Tower, 13155 Noel Road, Suite 1000, Dallas,
 Texas 75240, pursuant to the Texas Rules of Civil
 Procedure and the provisions stated on the record or
 attached hereto.

EXHIBIT

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A P P E A R A N C E S

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ALSO PRESENT: JO N. HOPPER
STEPHEN B. HOPPER
BARBARA HOPPER
THE VIDEOGRAPHER: KEITH WEEKS

1 Q. One of your lawyers in this case is Mr. Chris
2 McNeill, who's here today representing you; correct?

3 A. Yes.

4 Q. When did he first become your lawyer?

5 A. I can't remember.

6 Q. Approximately when?

7 A. Three years ago.

8 Q. Well, can we bracket it by saying at least by
9 June 1, 2013, Mr. McNeill was your attorney?

10 A. Yes.

11 Q. And has he been your attorney continuously
12 since that date to the present?

13 A. Yes.

14 Q. And since at least June 1, 2013 and continuing
15 to the present, has Mr. McNeill been authorized to speak
16 orally or -- and in writing on your behalf?

17 A. Yes.

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Q. Okay. Now, would you look at Exhibit 20? Have you seen that document before?

A. Yes.

Q. Have you seen Exhibit 21 before?

A. I believe so, yes.

Q. And did you see it around the time it was sent?

A. I don't recall.

Q. And was Mr. McNeill authorized to send Exhibit 21 on your behalf?

A. I assume so, yes.

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Q. Show you what's been marked Exhibit 25. Can you identify that as an E-mail you sent to Ms. Hopper -- Mrs. Hopper?

(Discussion off the record)

A. Yes.

Q. And did you tell the truth in your E-mail to Mrs. Hopper?

A. I did.

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

REPORTER'S CERTIFICATE TO THE
ORAL DEPOSITION OF
LAURA S. WASSMER
FEBRUARY 5, 2016

I, James M. Shaw, RMR, Certified Shorthand Reporter No. 1694 in and for the State of Texas, hereby certify to the following:

That the witness, LAURA S. WASSMER, was duly sworn by the officer and that the transcript of the oral deposition is a true record of the testimony given by the witness;

That the deposition transcript was duly submitted on February 11, 2016 to the witness or to the attorney for the witness for examination, signature, and return to Shaw Reporting & Digital Video Services by March 1, 2016.

That pursuant to information given to the deposition officer at the time said testimony was taken, the

1 following includes all parties of record and the amount
2 of time used by each party at the time of the deposition:
3

4 FOR THE PLAINTIFF:

5 ALAN S. LOEWINSOHN, ESQ. - 1 hour 12 minutes
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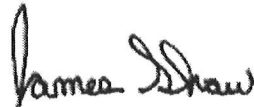
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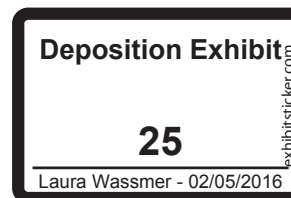
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Christopher McNeill

From: Laura Wassmer <lhoppv@gmail.com>
Sent: Monday, October 17, 2011 10:27 AM
To: Jo Hopper
Subject: Re: Friday's Hearing Comment



Jo, your email suggests that Steve and I caused the Estate to be in litigation and now are improperly delaying the litigation. I have been ready and willing to compromise and agree on a settlement for months so don't understand how you feel we have been adversarial--you are the one who filed the lawsuit and it is your lawyers who have been unwilling to negotiate or compromise to reach agreement. I can't tell if you really misunderstand what's happened or are attempting to place blame, but since you've asked for an explanation, I'll respond based on how I interpret our current status.

1. Your attorneys were told (and I also told you in one of my last emails) that we had agreed with you to choose 1/2 of your divisions on the clubs and wine. We thought this was a fair approach. Our lawyers attempted to negotiate an agreement with your lawyers. We felt our lawyers asked for very reasonable conditions related to retrieval time and storage of these assets (your lawyers were not bashful about making extreme demands in the same agreement.) YOUR lawyers terminated the discussion with our lawyers before a final agreement could be reached. To be clear: there was never any disagreement about resolving this by the A/B format. Only minor details of the agreement were being worked on. We have a full record of that written discussion and were disappointed that the plug was pulled by you on those negotiations before anything was accomplished.

2. There was no need for the Robledo furnishings to be auctioned. All you needed to do was accept them as part of your interest in the estate, at values that would be fair to both of us--the values that have already been set by an appraisal you were involved in. I remember an early discussion after my Dad's death where Steve and I told you that we did not want to "turn your house upside down" or remove your assets--we wanted your home to remain your home. You seemed reassured by this. The only items we wanted to remove were those sentimental possessions belonging to my Dad that we have already discussed. The simplest and fairest way to deal with your household furnishings was for you to keep what is yours and to fairly compensate me and Steve in kind as Texas law dictates. You and your lawyers refused to do that, your furnishings remain undistributed (or compensated for), and you've asked for their removal from the home so that they will not be in your way as you remodel your home. This now leads to their sale. Presumably you're comfortable with that or you could easily have prevented it.

3. The reason you and we are in court as adversaries is really the dispute about how Robledo should be distributed. The wine, clubs, etc. is so minor it could be resolved at any time your lawyers had the mind to do so. Or, we could just let the Bank handle those items at this point. (Of course there is a separate issue of claims we both have against the Bank and its lawyers. I'm only speaking here of the dispute among ourselves as beneficiaries.) Our lawyers tell us, without doubt, that the law requires that you receive Robledo as part of your 1/2 interest in the community estate. Steve and I have never had an issue with you living in your home for the remainder of your life--we made that clear days after my Dad's death. It seemed the easiest and fairest way to settle this matter was for you to receive the home and for Steve and I to receive other assets of equal value. I had assumed we would do the same for you on the Lufkin property--this would obviously avoid issues down the road that would require additional lawyer expense which we have both agreed is a goal. Cantrill made a mistake about how Texas law deals with the homestead issue when beneficiaries do not agree to joint ownership; he then refused to acknowledge it when clearly pointed out to him so that he could cover his *** with JP Morgan. Your lawyers are now trying to capitalize on that, by trying to persuade you that Cantrill was



right and that you are entitled to an advantage that you are not entitled to under Texas law. We regret you've chosen that path, and we will oppose that in court and feel we will prevail. The way out of that is clear: drop your claim to something to which you are not entitled. Our lawyers tell us the law is not in doubt and have spent countless hours researching this in case law and by obtaining expert opinion that supports our interpretation of the law. In addition, by going through this dispute, we both compromise claims we have against the Bank and its law firm, as the court will see us as squabbling beneficiaries who cannot agree on anything. If we can agree outside of court, then we both have a stronger claim against both JP Morgan and HW for their lack of performance, competence, etc. I believe this issue is one we can and should unite on and is potentially a much bigger issue financially that should be considered very carefully and strategically--not in a vacuum muddled by issues that should be simple to resolve between us.

4. If Melinda is delaying mediation, it's for a reason. We leave trial strategy to legal counsel. But the reason we're in court in the first place is as described above. I hope you're getting the same information from your counsel we are getting from ours, Jo. If we have to go through this because of decisions you make, that's unavoidable, and bad enough. If we have to go through this because of decisions the lawyers make that don't reflect your desires, that would be truly unfortunate. Steve and I are and have always been willing to be fair and to reach a reasonable and equitable solution for all of us. I'm confused how this has taken on a life of its own and has become so cumbersome. I would like to reach agreement outside of court and am willing to do so as quickly as possible given the legal hoops we have to jump through. This means you will have to compromise as well and quite frankly, I have not seen a willingness from you to do so--at least through your lawyers. I am hopeful that we can all come together for the common good and to end this nightmare soon. Laura
On Thu, Oct 13, 2011 at 10:00 AM, Jo Hopper <bunnyhoppe@me.com> wrote:

Laura

Yesterday, I was surprised to hear your attorney, Ms Sims, objected at last Friday's hearing (excerpt of court transcript attached) to mediation unless it was at least six months in the future. My attorney, Mr Jennings, spoke with her multiple times on Thursday evening prior to the hearing about mediation no later than mid January. Each time she stated no their office would request at least six months to prepare. I don't understand why so long given your statement below. Also, surprising was her statement that as surviving spouse I "might" have some knowledge of our financial affairs. Laura, I spent 1 1/2 hours on the phone with you and Stephen in December detailing our financial assets.

I never received your choice of A or B on the wine or golf clubs. The bank has picked up the wine and has it in storage and state they are going to sell. They are picking up all the furnishings here at 9 Robledo and putting them into the TI Blvd warehouse with the golf clubs. They state the furnishings will be auctioned also. It is my understanding NO funds are being released due to litigation.

Earlier you asked me what the way out was. As long as the adversarial relationship exists between us the only way out is through court. I am working to get to court as soon as possible. Given you could not pick something as simple as A or B, I don't see any hope for mediation but I am willing to try.

Any insight you can provide would be welcome.

Jo

On Aug 29, 2011, at 11:27 AM, Laura Wassmer wrote:

Steve and I are not the holdup. We have been VERY willing to make compromises and to find a fair resolution to this.

