REPORTER'S RECORD VOLUME 5 OF 5

CAUSE NO. PR-11-3238-1

FILED IN COURT OF APPEALS NO. 05-18-00 TO APPEALS

DALLAS, TEXAS

6/6/2018 5:41:04 PM

IN THE ESTATE OF MAX D. HOPPER, **DECEASED**

LISA MATZ THE PROBACErkCOURT

JO N. HOPPER Plaintiff,

v.

JPMORGAN CHASE BANK N.A. STEPHEN B. HOPPER, LAURA S. WASSMER Defendants.

JOHN L. MALESOVAS d/b/a MALESOVAS LAW FIRM, and FEE SMITH, SHARP & VITULLO, LLP Intervenors,

v.

STEPHEN B. HOPPER, LAURA S. WASSMER, and JPMORGAN CHASE BANK N.A., Defendants.

NUMBER ONE

DALLAS COUNTY, TEXAS

=============== HEARING EXHIBITS ===============

		EXHIBITS VOI	i. 2		
INTERV	ENORS	<u>Description</u>	Offered	Admitted	Vol.
No.	1	Contingency Fee Contract signed By Laura Wassmer	28	34	2
No.	2	Contingency Fee Contract signed By Stephen Hopper	28	34	2
No.	3	Letter dated 4/5/18 From Mr. Penningtor To Mr. Lauten		37	2
DEFEND	<u>ANTS</u>				
No.	1	Letter dated 4/6/18 From Mr. Penningtor To Mr. Malesovas ar Mr. Lauten	ı	58	2
		EXHIBITS VOI	i. 3		
INTERV	ENORS	DESCRIPTION	Offered	Admitted	Vol.
No.	1	Contingency Fee Contract signed by Laura Wassmer	24	25	3
No.	2	Contingency Fee Contract signed by Stephen Hopper	25	25	3
No.	3	Charge of the Court Filed Sept. 25, 201		25	3
No.	6	Rule 11 Letter Filed April 4, 2018	3 28	31	3
No.	7	Letter to Mr. Laute From Mr. Penningtor Dated April 5, 2018	n 29	31	3
No.	8	Letter to Mr. Males From Mr. Penningtor Dated April 5, 2018	ı	31	3

EXHIBITS, VOL 3 cont'd.

INTERVENORS	DESCRIPTION	Offered	Admitted	Vol.	
No. 11	Letter to Mr. Eichmar From Mr. Vitullo Dated October 8, 2015	29	31	3	
No. 13	Email to Mr. Vitullo From Mr. Stephen Hopp Dated Jan. 25, 2016	30 per	31	3	
No. 66	Order Granting Plaintiff's				
	Motion for Legal Ruli Dated March 28, 2018	ings 30	31	3	
No. 70	Email to Mr. Vitullo From Mr. Levinger Dated April 3, 2018	31	31	3	
No. 14	Email to Mr. Vitullo From Ms. Laura Wassme Dated Jan. 25, 2016	er 34	33	3	
DEFENDANTS	DESCRIPTION	Offered	Admitted	Vol.	
No. 2	Letter from Mr. Pennington to Mr. Vitullo and Mr. Malesovas dated April 6, 2018	36	38	3	

THE STATE OF TEXAS X

COUNTY OF DALLAS X

I, Jackie Galindo, Official Court
Reporter for the Probate Court Number One, of Dallas
County, Texas, do hereby certify that the foregoing
exhibits constitute true and correct duplicates of the
original exhibits, excluding physical evidence,
admitted, tendered in the offer of proof or offered into
evidence during the HOPPER ESTATE MATTER, in the above
entitled and numbered cause as set out herein before the
Honorable Brenda Hull Thompson, Judge of The Probate
Court One of Dallas County, Texas.

I further certify that the total cost for the preparation of this Reporter's Record is \$1,534.00 and was paid by Ms. Anne Johnson of Haynes and Boone Law Firm, LLC.

WITNESS MY OFFICIAL HAND, on this, the 1st day of June, 2018.

/s/: Jackie Galindo

Jackie Galindo, Texas CSR #7023
Expiration Date: 12/31/19
Official Court Reporter
Probate Court, Dallas County, Texas
Renaissance Tower, 2400-A
Dallas Texas
214-653-6066



CONTINGENCY FEE CONTRACT OF REPRESENTATION

The undersigned **Stephen Hopper**, and Laura Wassmer referred to as "Client" or "Clients" employ and retain Fee, Smith, Sharp & Vitullo, LLP, and Malesovas Law Firm, (herein "Attorneys") to represent Client as set forth herein.

1. <u>SCOPE OF REPRESENTATION:</u> Attorneys agree to investigate and evaluate and litigate Client's possible claim or claims of negligence, fraud, breach of contract, and breach of fiduciary duty against JP MORGAN CHASE and persons and companies relating to JP MORGAN CHASE BANKs wrongful acts in acting as the independent administrator of the Estate of Max Hopper..

Client understands and agrees that the scope of representation herein does not include the filing of any claim against any state or federal entity or employee or filing or pursuing an appeal from disposition in the Trial Court. Client-understands and agrees that the scope of representation herein does not include defending any claims or lawsuits filed against Client. Client is retaining separate counsel on a flat fee agreement or other fee arrangement to defend them against any claims filed by any parties. Other than Chase.

Client understands and agrees that the scope of representation herein does not include representing Clients in the probate lawsuit or lawsuit involving Chase bank, and defending Client against Chase bank or any other party.

Client understands and agrees that Attorneys will not file suit against entities that are in a foreign jurisdiction or are international companies whom in attorney's opinion cannot be sued in a United States court. Client understands and agrees that Attorneys are not obligated to pursue entities that are defunct and/or bankrupt.

Client hereby agrees and understands that Attorneys retain the right to withdraw from representation of Client at any time, so long as said withdrawal would not unduly prejudice Client's right to bring suit or to seek or retain another attorney to represent Client. In such event, Client agrees to timely sign an appropriate Motion for Substitution of Counsel. If after disposition in the trial court, Client desires to appeal, a new and separate agreement shall be entered into by the parties as to services and fees for any appeal, or Client shall retain separate counsel to handle any appeal and Attorneys shall retain their interest in the case under this agreement applicable to any recovery obtained by settlement or otherwise.

- 2. AUTHORITY OF ATTORNEYS: Client empowers Attorneys to take all steps in this matter deemed by them to be advisable for the investigation and handling of Client's Claims, including hiring investigators, expert witnesses, and/or other attorneys and filing any legal action necessary. Client authorizes and empowers Attorneys to do any and all things necessary and proper in the enforcement, compromise, settlement, adjustment and collection of Client's Claim, and Client further authorizes and empowers them to sign any and all pleadings and all releases, checks, drafts, authorizations and other papers necessary and proper in connection with the prosecution or enforcement of Client's Claims and collection or settlement of the damages awarded or to be paid therefore, and to receive such funds or other property in Client's name and for Client on account of any judgment recovered or any settlement agreed upon in connection with Client's Claim. Full power and authority is given by Client to Attorneys to adjust, settle or compromise Client's Claim, but no final settlement shall be made and consummated by Attorneys without first submitting the offer, compromise, or adjustment to Client for approval, and Client agrees not to compromise or settle Client's Claim without the Attorneys' authority, agreement and consent. Should Client make a settlement in violation of this Agreement, Client agrees to pay Attorneys the full fee agreed upon under paragraph 3 "Attorneys' Fee", below.
- 3. ATTORNEYS' FEE: This Agreement is a contingency fee contract. Specifically, if Attorneys are successful in recovering money or anything of value for Client, by settlement prior to trial begins, Attorneys shall receive attorneys' fees in the amount of forty percent (40%) of the gross recovery. The attorney fee will be split amongst the attorneys as follows: FSSV 50% Malesovas Law Firm 50% If the matter is resolved after trial begins, Attorneys shall receive attorneys' fees in the amount of forty-five (45%) of the gross recovery. All attorneys' fees shall be a percentage of the gross recovery. Gross recovery means the gross amount of money or other value or property recovered for Client, before the deduction of expenses. Trial is considered to have commenced at 5:00 p.m. on the Friday closest to ten (10) days before jury selection begins or evidence is first presented to the trier of fact, whichever is the earlier of these two events. If Attorneys do not recover any money or other value or property for Client, Client will not owe any attorneys' fees. Client agrees that Attorneys may, in their discretion, employ associate counsel to assist in prosecuting Client's cause of action, and Client does not object to the participation of any lawyers Attorneys may choose to involve in this representation of Client. With the exceptions set forth below, payment of attorneys' fees to associate counsel is the responsibility of Attorneys. In the event that the case is settled by way of a structured settlement. Client approves and authorizes attorneys' fees to be based upon the present value benefit of the settlement and further authorizes Attorneys to take attorneys' fees either in cash or in structured payment, as Attorneys deem appropriate.

In some instances, it may be necessary for Attorneys to retain special outside counsel to assist on matters other than prosecuting Client's claims for damages. Examples of such instances include the following: a defendant may seek bankruptcy protection; or a defendant may attempt to fraudulently transfer some of its assets to avoid paying the Client's claim; a defendant may transfer assets out of the country thereby necessitating the retention of foreign counsel, or a complex, multi-party settlement may require an ethics opinion from outside counsel; or special action in probate court may be necessary apart from the usual probate proceedings involved in an estate; or a separate lawsuit may need to be filed against a defendant's insurance company. Client agrees that Attorneys may retain such special outside counsel to represent Client when Attorneys deem such assistance to be reasonably necessary, and that the fees of such counsel will be deducted from Client's share of the recovery.

- 4. <u>COSTS AND OTHER EXPENSES</u>: Clients WILL NOT BE responsible to pay for costs and expenses as incurred. Such costs include filing fees, expert witness fees, court reporter and video fees, copy charges, postage, mailing, t avel, witness fees, electronic document conversion fees, delivery fees, internal operating costs and other related charges incurred or paid as an expense on behalf of Client and paid to third-party vendors or incurred internally by Attorneys and charged to Client in connection with Attorneys' representation of Client.
- 5. **DISBURSEMENT OF PROCEEDS TO CLIENT:** Client understands that Attorneys make no guarantee or assurance of any kind regarding the likelihood of success of Client's claims. Upon receipt by Attorneys of the proceeds of any settlement or judgment, Attorneys shall (1) retain either forty percent (40%) of the proceeds as their attorneys' fees if the matter is settled or resolved before trial begins or forty-five (45%) percent of the proceeds as their attorneys' fees if the matter is settled or resolved after trial begins, (2) deduct from Client's share of the proceeds any costs and expenses, including the fees of any special outside counsel that Attorneys may incur on Client's behalf, and (3) disburse the remainder of Client's share of the proceeds to Client. At the time of disbursement of any proceeds, Client will be provided with a disbursement sheet reflecting the attorneys' fees, the expenses deducted out of Client's share, and the remainder of Client's share.

Upon some circumstances, health insurers, workers compensation carriers, or others who have paid benefits or provided services on Client's behalf may claim a right to recover a portion of the proceeds of any action brought on behalf of the Client and may place Attorneys on notice of their claim. Except as may be required by law, Attorneys will not agree to protect any claim of a subrogation carrier or other creditor without Client's consent.

- 6. **POWER OF ATTORNEY:** Client gives Attorneys a power of attorney to execute and negotiate all reasonable and necessary documents connected with the handling of this cause of action, including pleadings, contracts, checks or drafts, settlement agreements, compromises and releases, verifications, dismissals and orders, proofs of claim, ballots, verified statements including those pursuant to Bankruptcy Rule 2019, and all other documents that Client could properly execute. Client's claims will not be settled without obtaining Client's consent.
- cooperate with Attorneys to permit Client's claims to be investigated and developed; to disclose to Attorneys all facts relevant to the claim; and to be reasonably available to attend any necessary meetings, depositions, preparation sessions, hearings and trial. Client shall appear on reasonable notice at any and all depositions and Court appearances and shall comply with all reasonable requests of Attorneys in connection with preparation and presentation of Client's claims. The Client acknowledges and agrees that all communications with Attorneys are privileged. The Client acknowledges that Attorneys may represent other individuals on the same or similar matters and therefore may communicate matters of common interest to all of Attorneys' clients. Therefore, Client agrees and understands that other individuals who are clients of Attorneys may also invoke the attorney client privilege as to Attorneys' communications with Client. The Client acknowledges and agrees not to provide attorney work product or attorney client communications to any other person.

Client shall promptly notify Attorneys of any change of marital status or death of spouse. Client shall promptly notify Attorneys of any bankruptcy proceedings involving Client or Client's spouse. Client shall promptly notify Attorneys of any other legal proceedings to which Client or Client's spouse is a party.

Client agrees to notify Attorneys in writing of each change in Client's mailing address (work or home) or telephone number (work, home and cell) during the term of this representation within seven (7) days of each such change of address or telephone number. When the case is completed, and subject to any Court orders, Attorneys will provide Client the opportunity to retrieve any documents and/or materials that Client provided to Attorneys or that Attorneys have obtained from other sources in connection with the case. However, if Client has not retrieved those documents and/or materials within ninety (90) days after Attorneys have mailed to Client written notice that the case is completed and that those documents and/or material are available to Client, Attorneys may dispose of those documents and/or materials.

8. NO TAX ADVICE: Attorneys have advised Client that the pursuit of resolution of this claim may have various tax consequences. Client understands that Attorneys do not render tax advice and are not being retained to offer such advice to Client or to represent Client before the IRS. Moreover, Client accepts responsibility for making any payment or filings necessitated by the resolution of Client's claim.

Client understands that applicable State law may impose sales, service or other tax on any amount that Client may recover or the fees due Attorneys hereunder. Client also understands that applicable Federal income tax law may require that Client pay income tax on the fees due Attorneys hereunder, separate and apart from and in addition to any taxes owed by Attorneys. Client agrees that any such taxes (other than Federal and/or State income taxes that Attorneys may owe on monies actually received by them) shall be paid out of my share of any recovery.

- 9. **DEATH OF CLIENT:** The provisions of this Agreement will not terminate upon the death of Client. In the event of the death of Client, any duly appointed Representative of Client's heirs and/or estate will be bound by this Agreement to the extent allowed by applicable law, including without limitation, the provisions of this Agreement relating to the recovery of attorneys' fees and costs and other expenses. Any such Representative shall, upon request by Attorneys, execute a new Agreement in the capacity as Representative for the heirs and/or estate of the Client.
- 10. OFFER OF SETTLEMENT: Client understands that applicable law may, under certain circumstances, allow a Defendant to make an offer of settlement to Client and if Client rejects or does not accept such an offer, such may result in any award, verdict or judgment in Client's favor being reduced as provided by such law. Client understands that Client has the final authority to accept or reject any offer of settlement. Client understands that if Client rejects or does not accept such an offer, and Client's recovery is subsequently reduced, the fees owed to Attorneys will be calculated on the amount of any award, verdict or judgment before reduction, and the reduction shall be out of Client's share of any recovery.

- 11. SECURITY INTEREST: Client hereby assigns, transfers and conveys over to Attorneys an amount equal to either forty percent (40%) of the proceeds if the matter is settled or resolved before trial begins or forty-five percent (45%) of the proceeds if the matter is resolved after trial begins, of any property, money or other value recovered by settlement, compromise, verdict or judgment of the claims described in this contract. Client does hereby give and grant to Attorneys an express security interest, in addition to any statutory lien, upon Client's claims and any and all judgments recovered, and any and all funds or property realized or paid by compromise or settlement, as security for the compensation and costs and expenses advanced or due to be paid or reimbursed to Attorneys hereunder. This security interest is to continue in the event Attorneys are discharged without good cause. If the claims are not assignable at law, Client expressly assigns to Attorneys, to the extent of attorneys' fees and disbursements, any sum realized by way of a settlement or any judgment obtained thereon.
- 12. <u>BINDING EFFECT:</u> This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.
- 13. TERMINATION OF REPRESENTATION: Client understands that Client can terminate Attorneys' representation of Client at any time by providing written notice to Attorneys. Should Client elect to terminate Attorneys' representation prior to the full conclusion of Attorneys' representation, Client understands and agrees that Attorneys have a claim for expenses of litigation and unpaid attorneys' fees which will become due upon receipt by Client or any successor attorney of Client or any proceeds for any remaining portion of Client's claim. Client understands that the obligation for unpaid attorneys' fees will be calculated based on the percentage of work completed on the case or claims at the time Client terminates Attorneys.
- 14. NO GUARANTEE OF RECOVERY: Client understands that no guarantee or assurances of any kind have been made regarding the likelihood of success of Client's claim, but that Attorneys will use their skill and diligence, as well as their experience, to diligently pursue Client's action.
- 15. <u>MISCELLANEOUS</u>: In case any one or more of the provisions contained in this agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

This contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings, or written or oral agreements between the parties respecting within the subject matter.

16. **STATUTE OF LIMITATIONS:** Client understands that an issue may exist as to whether the applicable statute of limitations has expired. This issue is raised in many lawsuits

even if the Client's claims are not beyond the Statute of Limitations. Client understands that Attorneys must perform an evaluation of Client's claim prior to filing Client's lawsuit, and that this evaluation will first require Client to provide Attorneys with all relevant documents and other information requested. It is possible that the statute of limitations has already expired or may expire during the interim between the date of Client's signature below and the filing of Client's lawsuit. Client agrees to accept this risk.

- 17. REFERRAL OR ASSOCIATION OF ADDITIONAL COUNSEL: Client agrees that Attorneys may refer this matter to another lawyer or associate additional lawyers to assist in representing Client and prosecuting the Client's cause of action. Prior to the referral or association becoming effective, Client shall consent in writing to the terms of the arrangement after being advised of (1) the identity of the lawyer or law firm involved, (2) whether the fees will be divided based on the proportion of services rendered or by lawyers agreeing to assume joint responsibility for the representation, and (3) the share of the fee that each lawyer or law firm will receive or, if the division is based on the proportion of services performed, the basis on which the division will be made. The referral or association of additional attorneys will not increase the total fee owed by the Client.
- 18. <u>NOTICE TO CLIENTS</u>: Attorneys are only licensed to practice law in the State of Texas. To the extent that Attorneys are required to appear in Court in other States, Attorneys will seek permission of the appropriate Court to appear pro hac vice. If pro hac vice admission is granted, Attorneys will be subject to the disciplinary rules of that particular jurisdiction. Attorneys are also subject to the disciplinary jurisdiction of the State Bar of Texas. The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. For more information call (800) 932-1900.
- 20. <u>ARBITRATION</u>: It is Attorney's goal to maintain at all times a constructive and positive relationship with Client on the matter described above and on future matters in which Attorney may perform services for Client. However, should a dispute arise between Attorney and Client, a prompt and fair resolution is in the interests of all concerned. To this end, if any controversy or claim arises out of is related to this agreement, any services provided by Attorneys to Client in connection with Client's Claims, or any other matter that may arise between Client and Attorney (including malpractice claims and fee disputes), Attorneys and Client both waive any right to bring a court action or have a jury trial and agree that the dispute shall be submitted to binding arbitration to be conducted in Dallas, Texas before the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules of the AAA with one arbitrator who must be an attorney licensed to practice law in the State of Texas..

CLIENT HAS READ AND UNDERSTANDS THIS CONTRACT AND AGREES AS STATED ABOVE AS OF THE DATE NOTED BELOW.

Laura Wassmer

Stephen Hopper
Date:
Address:
Telephone Numbers:
ATTORNEYS:
Fee, Smith, Sharp &Vitullo, LLP
9n.M

Malesovas Law Firm



The undersigned **Stephen Hopper**, and Laura Wassmer referred to as "Client" or "Clients" employ and retain Fee, Smith, Sharp & Vitullo, LLP, and Malesovas Law Firm, (herein "Attorneys") to represent Client as set forth herein.

1. <u>SCOPE OF REPRESENTATION:</u> Attorneys agree to investigate and evaluate and litigate Client's possible claim or claims of negligence, fraud, breach of contract, and breach of fiduciary duty against JP MORGAN CHASE and persons and companies relating to JP MORGAN CHASE BANKs wrongful acts in acting as the independent administrator of the Estate of Max Hopper..

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Claims, including hiring investigators, expert witnesses, and/or other attorneys and filing any legal action necessary. Client authorizes and empowers Attorneys to do any and all things necessary and proper in the enforcement, compromise, settlement, adjustment and collection of Client's Claim, and Client further authorizes and empowers them to sign any and all pleadings and all releases, checks, drafts, authorizations and other papers necessary and proper in connection with the prosecution or enforcement of Client's Claims and collection or settlement of the damages awarded or to be paid therefore, and to receive such funds or other property in Client's name and for Client on account of any judgment recovered or any settlement agreed upon in connection with Client's Claim. Full power and authority is given by Client to Attorneys to adjust, settle or compromise Client's Claim, but no final settlement shall be made and consummated by Attorneys without first submitting the offer, compromise, or adjustment to Client for approval, and Client agrees not to compromise or settle Client's Claim without the Attorneys' authority, agreement and consent. Should Client make a settlement in violation of this Agreement, Client agrees to pay Attorneys the full fee agreed upon under paragraph 3 "Attorneys' Fee", below.

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avoid paying the Client's claim; a defendant may transfer assets out of the country thereby necessitating the retention of foreign counsel, or a complex, multi-party settlement may require an ethics opinion from outside counsel; or special action in probate court may be necessary apart from the usual probate proceedings involved in an estate; or a separate lawsuit may need to be filed against a defendant's insurance company. Client agrees that Attorneys may retain such special outside counsel to represent Client when Attorneys deem such assistance to be reasonably necessary, and that the fees of such counsel will be deducted from Client's share of the recovery.

- 4. <u>COSTS AND OTHER EXPENSES:</u> Clients **WILL NOT BE** responsible to pay for costs and expenses as incurred. Such costs include filing fees, expert witness fees, court reporter and video fees, copy charges, postage, mailing, travel, witness fees, electronic document conversion fees, delivery fees, internal operating costs and other related charges incurred or paid as an expense on behalf of Client and paid to third-party vendors or incurred internally by Attorneys and charged to Client in connection with Attorneys' representation of Client.
- DISBURSEMENT OF PROCEEDS TO CLIENT: Client understands that Attorneys make no guarantee or assurance of any kind regarding the likelihood of success of Client's claims. Upon receipt by Attorneys of the proceeds of any settlement or judgment, Attorneys shall (1) retain either forty percent (40%) of the proceeds as their attorneys' fees if the matter is settled or resolved before trial begins or forty-five (45%) percent of the proceeds as their attorneys' fees if the matter is settled or resolved after trial begins, (2) deduct from Client's share of the proceeds any costs and expenses, including the fees of any special outside counsel that Attorneys may incur on Client's behalf, and (3) disburse the remainder of Client's share of the proceeds to Client. At the time of disbursement of any proceeds, Client will be provided with a disbursement sheet reflecting the attorneys' fees, the expenses deducted out of Client's share, and the remainder of Client's share.

Upon some circumstances, health insurers, workers compensation carriers, or others who have paid benefits or provided services on Client's behalf may claim a right to recover a portion of the proceeds of any action brought on behalf of the Client and may place Attorneys on notice of their claim. Except as may be required by law, Attorneys will not agree to protect any claim of a subrogation carrier or other creditor without Client's consent.

6. **POWER OF ATTORNEY:** Client gives Attorneys a power of attorney to execute and negotiate all reasonable and necessary documents connected with the handling of this cause of action, including pleadings, contracts, checks or drafts, settlement agreements, compromises and releases, verifications, dismissals and orders, proofs of claim, ballots, verified statements including those pursuant to Bankruptcy Rule 2019,

and all other documents that Client could properly execute. Client's claims will not be settled without obtaining Client's consent.

7. COOPERATION: ADDRESS CHANGE: RETURN OF DOCUMENTS: Client agrees to cooperate with Attorneys to permit Client's claims to be investigated and developed; to disclose to Attorneys all facts relevant to the claim; and to be reasonably available to attend any necessary meetings, depositions, preparation sessions, hearings and trial. Client shall appear on reasonable notice at any and all depositions and Court appearances and shall comply with all reasonable requests of Attorneys in connection with preparation and presentation of Client's claims. The Client acknowledges and agrees that all communications with Attorneys are privileged. The Client acknowledges that Attorneys may represent other individuals on the same or similar matters and therefore may communicate matters of common interest to all of Attorneys' clients. Therefore, Client agrees and understands that other individuals who are clients of Attorneys may also invoke the attorney client privilege as to Attorneys' communications with Client. The Client acknowledges and agrees not to provide attorney work product or attorney client communications to any other person.

Client shall promptly notify Attorneys of any change of marital status or death of spouse. Client shall promptly notify Attorneys of any bankruptcy proceedings involving Client or Client's spouse. Client shall promptly notify Attorneys of any other legal proceedings to which Client or Client's spouse is a party.

Client agrees to notify Attorneys in writing of each change in Client's mailing address (work or home) or telephone number (work, home and cell) during the term of this representation within seven (7) days of each such change of address or telephone number. When the case is completed, and subject to any Court orders, Attorneys will provide Client the opportunity to retrieve any documents and/or materials that Client provided to Attorneys or that Attorneys have obtained from other sources in connection with the case. However, if Client has not retrieved those documents and/or materials within ninety (90) days after Attorneys have mailed to Client written notice that the case is completed and that those documents and/or material are available to Client, Attorneys may dispose of those documents and/or materials.

8. NO TAX ADVICE: Attorneys have advised Client that the pursuit of resolution of this claim may have various tax consequences. Client understands that Attorneys do not render tax advice and are not being retained to offer such advice to Client or to represent Client before the IRS. Moreover, Client accepts responsibility for making any payment or filings necessitated by the resolution of Client's claim.

Client understands that applicable State law may impose sales, service or other tax on any amount that Client may recover or the fees due Attorneys hereunder. Client also understands that applicable Federal income tax law may require that Client pay

income tax on the fees due Attorneys hereunder, separate and apart from and in addition to any taxes owed by Attorneys. Client agrees that any such taxes (other than Federal and/or State income taxes that Attorneys may owe on monies actually received by them) shall be paid out of my share of any recovery.

- 9. **DEATH OF CLIENT:** The provisions of this Agreement will not terminate upon the death of Client. In the event of the death of Client, any duly appointed Representative of Client's heirs and/or estate will be bound by this Agreement to the extent allowed by applicable law, including without limitation, the provisions of this Agreement relating to the recovery of attorneys' fees and costs and other expenses. Any such Representative shall, upon request by Attorneys, execute a new Agreement in the capacity as Representative for the heirs and/or estate of the Client.
- 10. OFFER OF SETTLEMENT: Client understands that applicable law may, under certain circumstances, allow a Defendant to make an offer of settlement to Client and if Client rejects or does not accept such an offer, such may result in any award, verdict or judgment in Client's favor being reduced as provided by such law. Client understands that Client has the final authority to accept or reject any offer of settlement. Client understands that if Client rejects or does not accept such an offer, and Client's recovery is subsequently reduced, the fees owed to Attorneys will be calculated on the amount of any award, verdict or judgment before reduction, and the reduction shall be out of Client's share of any recovery.
- Attorneys an amount equal to either forty percent (40%) of the proceeds if the matter is settled or resolved before trial begins or forty-five percent (45%) of the proceeds if the matter is resolved after trial begins, of any property, money or other value recovered by settlement, compromise, verdict or judgment of the claims described in this contract. Client does hereby give and grant to Attorneys an express security interest, in addition to any statutory lien, upon Client's claims and any and all judgments recovered, and any and all funds or property realized or paid by compromise or settlement, as security for the compensation and costs and expenses advanced or due to be paid or reimbursed to Attorneys hereunder. This security interest is to continue in the event Attorneys are discharged without good cause. If the claims are not assignable at law, Client expressly assigns to Attorneys, to the extent of attorneys' fees and disbursements, any sum realized by way of a settlement or any judgment obtained thereon.
- 12. <u>BINDING EFFECT:</u> This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.
- **13. TERMINATION OF REPRESENTATION:** Client understands that Client can terminate Attorneys' representation of Client at any time by providing written notice to

Attorneys. Should Client elect to terminate Attorneys' representation prior to the full conclusion of Attorneys' representation, Client understands and agrees that Attorneys have a claim for expenses of litigation and unpaid attorneys' fees which will become due upon receipt by Client or any successor attorney of Client or any proceeds for any remaining portion of Client's claim. Client understands that the obligation for unpaid attorneys' fees will be calculated based on the percentage of work completed on the case or claims at the time Client terminates Attorneys.

- 14. <u>NO GUARANTEE OF RECOVERY:</u> Client understands that no guarantee or assurances of any kind have been made regarding the likelihood of success of Client's claim, but that Attorneys will use their skill and diligence, as well as their experience, to diligently pursue Client's action.
- **15. MISCELLANEOUS:** In case any one or more of the provisions contained in this agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

This contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings, or written or oral agreements between the parties respecting within the subject matter.

- 16. <u>STATUTE OF LIMITATIONS</u>: Client understands that an issue may exist as to whether the applicable statute of limitations has expired. This issue is raised in many lawsuits even if the Client's claims are not beyond the Statute of Limitations. Client understands that Attorneys must perform an evaluation of Client's claim prior to filing Client's lawsuit, and that this evaluation will first require Client to provide Attorneys with all relevant documents and other information requested. It is possible that the statute of limitations has already expired or may expire during the interim between the date of Client's signature below and the filing of Client's lawsuit. Client agrees to accept this risk.
- Attorneys may refer this matter to another lawyer or associate additional lawyers to assist in representing Client and prosecuting the Client's cause of action. Prior to the referral or association becoming effective, Client shall consent in writing to the terms of the arrangement after being advised of (1) the identity of the lawyer or law firm involved, (2) whether the fees will be divided based on the proportion of services rendered or by lawyers agreeing to assume joint responsibility for the representation, and (3) the share of the fee that each lawyer or law firm will receive or, if the division is based on the proportion of services performed, the basis on which the division will be

made. The referral or association of additional attorneys will not increase the total fee owed by the Client.

- 18. <u>NOTICE TO CLIENTS</u>: Attorneys are only licensed to practice law in the State of Texas. To the extent that Attorneys are required to appear in Court in other States, Attorneys will seek permission of the appropriate Court to appear pro hac vice. If pro hac vice admission is granted, Attorneys will be subject to the disciplinary rules of that particular jurisdiction. Attorneys are also subject to the disciplinary jurisdiction of the State Bar of Texas. The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. For more information call (800) 932-1900.
- 20. <u>ARBITRATION</u>: It is Attorney's goal to maintain at all times a constructive and positive relationship with Client on the matter described above and on future matters in which Attorney may perform services for Client. However, should a dispute arise between Attorney and Client, a prompt and fair resolution is in the interests of all concerned. To this end, if any controversy or claim arises out of is related to this agreement, any services provided by Attorneys to Client in connection with Client's Claims, or any other matter that may arise between Client and Attorney (including malpractice claims and fee disputes), Attorneys and Client both waive any right to bring a court action or have a jury trial and agree that the dispute shall be submitted to binding arbitration to be conducted in Dallas, Texas before the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules of the AAA with one arbitrator who must be an attorney licensed to practice law in the State of Texas..

CLIENT HAS READ AND UNDERSTANDS THIS CONTRACT AND AGREES AS STATED ABOVE AS OF THE DATE NOTED BELOW.

Laura Wassmer

Stephen Hopper

Date: 11/19/2015

Address: 3625 N Classen Blvd Oklahoma City, OK 7318

Telephone Numbers: 405-639-9186

ATTORNEYS:

Fee. Smith. Sharn &Vitullo. LLP

Malesovas Law Firm

LAW OFFICES OF JAMES E. PENNINGTON

A PROFESSIONAL CORPORATION 900 JACKSON STREET, SUITE 440 DALLAS, TEXAS 75202-4473

JAMES E. PENNINGTON
LICENSED IN TEXAS AND COLORADO

PHONE (214) 741-3022 FAX (214) 741-3055 E-MAIL Jep@Jeplawyer.com

EXHIBIT

April 5, 2018

VIA EMAIL: blauten@brianlauten.com

Brian P. Lauten Brian Lauten, P.C. 3811 Turtle Creek Blvd. Suite 1450 Dallas, Texas 75219

Re: Case No. PR-11-3238-1; In re: Estate of Max Hopper, Deceased, Jo N. Hopper v. JP Morgan Chase Bank, N.A., et al., in the Probate Court of Dallas County, Texas.

Brian:

As you know, I represent Dr. Stephen Hopper and Laura Wassmer in connection with a dispute that has developed involving your clients, Anthony Vitullo and Fee, Smith, Sharp & Vitullo, LLP. Please be advised that my clients have decided to terminate their relationship with Mr. Vitullo, Fee, Smith, Sharp & Vitullo, LLP and John Malesovas. Their decision to terminate this relationship is based on a number of factors, which are too numerous to set forth herein. However, I provided you with a brief summary of those reasons yesterday during our call and suggested we meet in person to discuss this in more detail. Ultimately, as a result of several issues that were discovered by Jeff Levinger, the appellate lawyer retained to handle the appeal of the jury's verdict, my clients decided to settle the case with JP Morgan Chase. Most, if not all of these issues, were caused by your clients' omissions before and during trial, such as failing to present expert testimony and several jury charge issues which would have made an appeal very difficult for my clients. Additionally, I discovered a number of facts, some of which I outlined during our call, which indicate that the contingency fee agreement is probably not enforceable and which show that - even if it is enforceable - your clients breached the agreement. As a result, I am notifying you that my clients are - effective immediately -- terminating their relationship with Mr. Vitullo, Fee, Smith, Sharp & Vitullo, LLP and Mr. Malesovas and his firm. It is unclear to me whether you are representing Mr. Malesovas or his firm. Please advise, so that I can notify Mr. Malesovas if needed.

At this time, I am requesting your clients to provide me with their *entire* file regarding their representation of my clients. Although your clients have previously provided me with

Coaridant

Brian Lauten April 5, 2018 Page 2

portions of the file, the files which were provided are not complete and were not provided in the manner in which they were originally maintained by the firm. I am not suggesting anything improper about the manner in which the files were previously produced. However, I am pointing this out to emphasize the importance of making sure that I receive the complete file in the same manner that it was maintained by your clients. You may provide the electronic files on a portable hard drive and have this device, along with the physical files, delivered to my office.

Finally, as I indicated during our call, my clients are willing to discuss a resolution of the attorney's fees related to your clients' representation, so give this some more thought and let me know if you have a proposal. In the meantime, I will instruct Mr. Levinger to retain a percentage of the settlement in his trust account until this matter is resolved. Thank you for your anticipated cooperation. If you have any questions, please feel free to give me a call.

Sincerely

James E. Pennington

LAW OFFICES OF JAMES E. PENNINGTON

A PROFESSIONAL CORPORATION 900 JACKSON STREET, SUITE 440 DALLAS, TEXAS 75202-4473

JAMES E. PENNINGTON LICENSED IN TEXAS AND COLORADO

PHONE (214) 741-3022 FAX (214) 741-3055 E-MAIL Jep@Jeplawyer.com

April 6, 2018

VIA EMAIL: john@malesovas.com jmalesovas@gmail.com

John Malesovas 1801 S. MoPac Expressway Suite 320 Austin, Texas 78746

VIA EMAIL: blauten@brianlauten.com

Brian P. Lauten Brian Lauten, P.C. 3811 Turtle Creek Blvd. Suite 1450 Dallas, Texas 75219

Re: Case No. PR-11-3238-1; In re: Estate of Max Hopper, Deceased, Jo N. Hopper v. JP Morgan Chase Bank, N.A., et al., in the Probate Court of Dallas County, Texas.

Gentlemen:

This letter is in response to Mr. Lauten's email today regarding his notice of lien, and Mr. Malesovas' April 6, 2018 letter, and his Petition in intervention. I don't intend to respond to all of the various allegations and legal doctrines in your papers -- the only thing we all agree on at this point is that a dispute exists.

Rule 1.14 of the Texas Disciplinary Rules of Professional Conduct governs this dispute. Under that rule, the disputed portion of any funds is to remain in a lawyer's trust account or escrow account until the dispute is resolved. I have repeatedly assured Mr. Lauten that all settlement funds will be placed into Mr. Levinger's trust account and that the amount of disputed fees will not be disbursed until this dispute is resolved. My clients intend to fully comply with the requirements of Rule 1.14. The clients understand that you both claim a 45% interest in the settlement. Although we dispute this amount, Mr. Levinger is willing to retain 45% of the settlement in his trust account until this matter is resolved. Additionally, we will agree to retain a



John Malesovas/Brian Lauten April 6, 2018 Page 2

sufficient amount to cover any expenses you have incurred in representing the clients. However, I need to know the amount of any such expenses, so please let me know this amount.

If you are unwilling to agree to the disputed portion being deposited into Mr. Levinger's trust account, then let me know if you are willing to agree to these funds being deposited into my trust account or with an independent escrow agent. Thank you for your anticipated cooperation. If you have any questions, please feel free to give me a call.

Sincerely

James E. Pennington

CONTINGENCY FEE CONTRACT OF REPRESENTATION

The undersigned Stephen Hopper, and Laura Wassmer referred to as "Client" or "Clients" employ and retain Fee, Smith, Sharp & Vitullo, LLP, and Malesovas Law Firm, (herein "Attorneys") to represent Client as set forth herein.

SCOPE OF REPRESENTATION: Attorneys agree to investigate and evaluate and litigate Client's possible claim or claims of negligence, fraud, breach of contract, and breach of fiduciary duty against JP MORGAN CHASE and persons and companies relating to JP MORGAN CHASE BANKs wrongful acts in acting as the independent administrator of the Estate of Max Hopper..

Client understands and agrees that the scope of representation herein does not include the filing of any claim against any state or federal entity or employee or filing or pursuing an appeal from disposition in the Trial Court. Client understands and agrees that the scope of representation herein does not include defending any claims or lawsuits filed against Client. Client is retaining separate counsel on a flat fee agreement or other fee arrangement to defend them against any claims filed by any parties. Other than Chank,

Client understands and agrees that the scope of representation herein does not include representing Clients in the probate lawsuit or lawsuit involving Chase bank, and defending Client against Chase bank or any other party.

Client understands and agrees that Attorneys will not file suit against entities that are in a foreign jurisdiction or are international companies whom in attorney's opinion cannot be sued in a United States court. Client understands and agrees that Attorneys are not obligated to pursue entities that are defunct and/or bankrupt.

Client hereby agrees and understands that Attorneys retain the right to withdraw from representation of Client at any time, so long as said withdrawal would not unduly prejudice Client's right to bring suit or to seek or retain another attorney to represent Client. In such event, Client agrees to timely sign an appropriate Motion for Substitution of Counsel. If after disposition in the trial court, Client desires to appeal, a new and separate agreement shall be entered into by the parties as to services and fees for any appeal, or Client shall retain separate counsel to handle any appeal and Attorneys shall retain their interest in the case under this agreement applicable to any recovery obtained by settlement or otherwise.



ATTORNEYS' EXHIBIT NO. 1 PAGE 1 of 7



- AUTHORITY OF ATTORNEYS: Client empowers Attorneys to take all steps in 2. this matter deemed by them to be advisable for the investigation and handling of Client's Claims, including hiring investigators, expert witnesses, and/or other attorneys and filing any legal action necessary. Client authorizes and empowers Attorneys to do any and all things necessary and proper in the enforcement, compromise, settlement, adjustment and collection of Client's Claim, and Client further authorizes and empowers them to sign any and all pleadings and all releases, checks, drafts, authorizations and other papers necessary and proper in connection with the prosecution or enforcement of Client's Claims and collection or settlement of the damages awarded or to be paid therefore, and to receive such funds or other property in Client's name and for Client on account of any judgment recovered or any settlement agreed upon in connection with Client's Claim. Full power and authority is given by Client to Attorneys to adjust, settle or compromise Client's Claim, but no final settlement shall be made and consummated by Attorneys without first submitting the offer, compromise, or adjustment to Client for approval, and Client agrees not to compromise or settle Client's Claim without the Attorneys' authority, agreement and consent. Should Client make a settlement in violation of this Agreement, Client agrees to pay Attorneys the full fee agreed upon under paragraph 3 "Attorneys' Fee", below.
- ATTORNEYS' FEE: This Agreement is a contingency fee contract. Specifically, if 3. Attorneys are successful in recovering money or anything of value for Client, by settlement prior to trial begins, Attorneys shall receive attorneys' fees in the amount of forty percent (40%) of the gross recovery. The attorney fee will be split amongst the attorneys as follows: PSSV 50% Malesovas Law Firm 50% If the matter is resolved after trial begins, Attorneys shall receive attorneys' fees in the amount of forty-five (45%) of the gross recovery. All attorneys' fees shall be a percentage of the gross recovery. Gross recovery means the grossamount of money or other value or property recovered for Client, before the deduction of expenses. Trial is considered to have commenced at 5:00 p.m. on the Friday closest to ten (10) days before jury selection begins or evidence is first presented to the trier of fact, whichever is the earlier of these two events. If Attorneys do not recover any money or other value or property for Client, Client will not owe any attorneys' fees. Client agrees that Attorneys may, in their discretion, employ associate counsel to assist in prosecuting Client's cause of action, and Client does not object to the participation of any lawyers Attorneys may choose to involve in this representation of Client. With the exceptions set forth below, payment of attorneys' fees to associate counsel is the responsibility of Attorneys. In the event that the case is settled by way of a structured settlement, Client approves and authorizes attorneys' fees to be based upon the present value benefit of the settlement and further authorizes Attorneys to take attorneys' fees either in cash or in structured payment, as Attorneys deem appropriate.

In some instances, it may be necessary for Attorneys to retain special outside counsel to assist on matters other than prosecuting Client's claims for damages. Examples of such instances include the following: a defendant may seek bankruptcy protection; or a defendant may attempt to fraudulently transfer some of its assets to avoid paying the Client's claim; a defendant may transfer assets out of the country thereby necessitating the retention of foreign counsel, or a complex, multi-party settlement may require an ethics opinion from outside counsel; or special action in probate court may be necessary apart from the usual probate proceedings involved in an estate; or a separate lawsuit may need to be filed against a defendant's insurance company. Client agrees that Attorneys may retain such special outside counsel to represent Client when Attorneys deem such assistance to be reasonably necessary, and that the fees of such counsel will be deducted from Client's share of the recovery.

- '4. <u>COSTS AND OTHER EXPENSES:</u> Clients WILL NOT BE responsible to pay for costs and expenses as incurred. Such costs include filing fees, expert witness fees, court reporter and video fees, copy charges, postage, mailing, travel, witness fees, electronic document conversion fees, delivery fees, internal operating costs and other related charges incurred or paid as an expense on behalf of Client and paid to third-party vendors or incurred internally by Attorneys and charged to Client in connection with Attorneys' representation of Client.
- 5. DISBURSEMENT OF PROCEEDS TO CLIENT: Client understands that Attorneys make no guarantee or assurance of any kind regarding the likelihood of success of Client's claims. Upon receipt by Attorneys of the proceeds of any settlement or judgment, Attorneys shall (1) retain either forty percent (40%) of the proceeds as their attorneys' fees if the matter is settled or resolved before trial begins or forty-five (45%) percent of the proceeds as their attorneys' fees if the matter is settled or resolved after trial begins, (2) deduct from Client's share of the proceeds any costs and expenses, including the fees of any special outside counsel that Attorneys may incur on Client's behalf, and (3) disburse the remainder of Client's share of the proceeds to Client. At the time of disbursement of any proceeds, Client will be provided with a disbursement sheet reflecting the attorneys' fees, the expenses deducted out of Client's share, and the remainder of Client's share.

Upon some circumstances, health insurers, workers compensation carriers, or others who have paid benefits or provided services on Client's behalf may claim a right to recover a portion of the proceeds of any action brought on behalf of the Client and may place Attorneys on notice of their claim. Except as may be required by law, Attorneys will not agree to protect any claim of a subrogation carrier or other creditor without Client's consent.

- 6. POWER OF ATTORNEY: Client gives Attorneys a power of attorney to execute and negotiate all reasonable and necessary documents connected with the handling of this cause of action, including pleadings, contracts, checks or drafts, settlement agreements, compromises and releases, verifications, dismissals and orders, proofs of claim, ballots, verified statements including those pursuant to Bankruptcy Rule 2019, and all other documents that Client could properly execute. Client's claims will not be settled without obtaining Client's consent.
- 7. COOPERATION; ADDRESS CHANGE; RETURN OF DOCUMENTS: Client agrees to cooperate with Attorneys to permit Client's claims to be investigated and developed; to disclose to Attorneys all facts relevant to the claim; and to be reasonably available to attend any necessary meetings, depositions, preparation sessions, hearings and trial. Client shall appear on reasonable notice at any and all depositions and Court appearances and shall comply with all reasonable requests of Attorneys in connection with preparation and presentation of Client's claims. The Client acknowledges and agrees that all communications with Attorneys are privileged. The Client acknowledges that Attorneys may represent other individuals on the same or similar matters and therefore may communicate matters of common interest to all of Attorneys' clients. Therefore, Client agrees and understands that other individuals who are clients of Attorneys may also invoke the attorney client privilege as to Attorneys' communications with Client. The Client acknowledges and agrees not to provide attorney work product or attorney client communications to any other person.

Client shall promptly notify Attorneys of any change of marital status or death of spouse. Client shall promptly notify Attorneys of any bankruptcy proceedings involving Client or Client's spouse. Client shall promptly notify Attorneys of any other legal proceedings to which Client or Client's spouse is a party.

Client agrees to notify Attorneys in writing of each change in Client's mailing address (work or home) or telephone number (work, home and cell) during the term of this representation within seven (7) days of each such change of address or telephone number. When the case is completed, and subject to any Court orders, Attorneys will provide Client the opportunity to retrieve any documents and/or materials that Client provided to Attorneys or that Attorneys have obtained from other sources in connection with the case. However, if Client has not retrieved those documents and/or materials within ninety (90) days after Attorneys have mailed to Client written notice that the case is completed and that those documents and/or material are available to Client, Attorneys may dispose of those documents and/or materials.

8. NO TAX ADVICE: Attorneys have advised Client that the pursuit of resolution of this claim may have various tax consequences. Client understands that Attorneys do not render tax advice and are not being retained to offer such advice to Client or to represent Client before the IRS. Moreover, Client accepts responsibility for making any payment or filings necessitated by the resolution of Client's claim.

Client understands that applicable State law may impose sales, service or other tax on any amount that Client may recover or the fees due Attorneys hereunder. Client also understands that applicable Federal income tax law may require that Client pay income tax on the fees due Attorneys hereunder, separate and apart from and in addition to any taxes owed by Attorneys. Client agrees that any such taxes (other than Federal and/or State income taxes that Attorneys may owe on monies actually received by them) shall be paid out of my share of any recovery.

- 9. <u>DEATH OF CLIENT:</u> The provisions of this Agreement will not terminate upon the death of Client. In the event of the death of Client, any duly appointed Representative of Client's heirs and/or estate will be bound by this Agreement to the extent allowed by applicable law, including without limitation, the provisions of this Agreement relating to the recovery of attorneys' fees and costs and other expenses. Any such Representative shall, upon request by Attorneys, execute a new Agreement in the capacity as Representative for the heirs and/or estate of the Client.
- 10. OFFER OF SETTLEMENT: Client understands that applicable law may, under certain circumstances, allow a Defendant to make an offer of settlement to Client and if Client rejects or does not accept such an offer, such may result in any award, verdict or judgment in Client's favor being reduced as provided by such law. Client understands that Client has the final authority to accept or reject any offer of settlement. Client understands that if Client rejects or does not accept such an offer, and Client's recovery is subsequently reduced, the fees owed to Attorneys will be calculated on the amount of any award, verdict or judgment before reduction, and the reduction shall be out of Client's share of any recovery.

- 11. <u>SECURITY INTEREST:</u> Client hereby assigns, transfers and conveys over to Attorneys an amount equal to either forty percent (40%) of the proceeds if the matter is settled or resolved before trial begins or forty-five percent (45%) of the proceeds if the matter is resolved after trial begins, of any property, money or other value recovered by settlement, compromise, verdict or judgment of the claims described in this contract. Client does hereby give and grant to Attorneys an express security interest, in addition to any statutory lien, upon Client's claims and any and all judgments recovered, and any and all funds or property realized or paid by compromise or settlement, as security for the compensation and costs and expenses advanced or due to be paid or reimbursed to Attorneys hereunder. This security interest is to continue in the event Attorneys are discharged without good cause. If the claims are not assignable at law, Client expressly assigns to Attorneys, to the extent of attorneys' fees and disbursements, any sum realized by way of a settlement or any judgment obtained thereon.
- 12. <u>BINDING EFFECT:</u> This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.
- 13. TERMINATION OF REPRESENTATION: Client understands that Client can terminate Attorneys' representation of Client at any time by providing written notice to Attorneys. Should Client elect to terminate Attorneys' representation prior to the full conclusion of Attorneys' representation, Client understands and agrees that Attorneys have a claim for expenses of litigation and unpaid attorneys' fees which will become due upon receipt by Client or any successor attorney of Client or any proceeds for any remaining portion of Client's claim. Client understands that the obligation for unpaid attorneys' fees will be calculated based on the percentage of work completed on the case or claims at the time Client terminates Attorneys.
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This contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings, or written or oral agreements between the parties respecting within the subject matter.

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even if the Client's claims are not beyond the Statute of Limitations. Client understands that Attorneys must perform an evaluation of Client's claim prior to filing Client's lawsuit, and that 'this evaluation will first require Client to provide Attorneys with all relevant documents and other information requested. It is possible that the statute of limitations has already expired or may expire during the interim between the date of Client's signature below and the filing of Client's lawsuit. Client agrees to accept this risk.

- 17. REFERRAL OR ASSOCIATION OF ADDITIONAL COUNSEL: Client agrees that Attorneys may refer this matter to another lawyer or associate additional lawyers to assist in representing Client and prosecuting the Client's cause of action. Prior to the referral or association becoming effective, Client shall consent in writing to the terms of the arrangement after being advised of (1) the identity of the lawyer or law firm involved, (2) whether the fees will be divided based on the proportion of services rendered or by lawyers agreeing to assume joint responsibility for the representation, and (3) the share of the fee that each lawyer or law firm will receive or, if the division is based on the proportion of services performed, the basis on which the division will be made. The referral or association of additional attorneys will not increase the total fee owed by the Client.
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CLIENT HAS READ AND UNDERSTANDS THIS CONTRACT AND AGREES AS STATED ABOVE AS OF THE DATE NOTED BELOW.

Laura Wassmer

Page 1

Malesovas Law Firm

CONTINGENCY FEE CONTRACT OF REPRESENTATION

The undersigned Stephen Hopper, and Laura Wassmer referred to as "Client" or "Clients" employ and retain Fee, Smith, Sharp & Vitullo, LLP, and Malesovas Law Firm, (herein "Attorneys") to represent Client as set forth herein.

1. <u>SCOPE OF REPRESENTATION:</u> Attorneys agree to investigate and evaluate and litigate Client's possible claim or claims of negligence, fraud, breach of contract, and breach of fiduciary duty against JP MORGAN CHASE and persons and companies relating to JP MORGAN CHASE BANKs wrongful acts in acting as the independent administrator of the Estate of Max Hopper..

Client understands and agrees that the scope of representation herein does not include the filing of any claim against any state or federal entity or employee or filing or pursuing an appeal from disposition in the Trial Court. Client understands and agrees that the scope of representation herein does not include defending any claims or lawsuits filed against Client. Client is retaining separate counsel on a flat fee agreement or other fee arrangement to defend them against any claims filed by any parties.

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2. <u>AUTHORITY OF ATTORNEYS:</u> Client empowers Attorneys to take all steps in this matter deemed by them to be advisable for the investigation and handling of Client's

EXHIBIT

EXHIBIT
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Page 1

Claims, including hiring investigators, expert witnesses, and/or other attorneys and filing any legal action necessary. Client authorizes and empowers Attorneys to do any and all things necessary and proper in the enforcement, compromise, settlement, adjustment and collection of Client's Claim, and Client further authorizes and empowers them to sign any and all pleadings and all releases, checks, drafts, authorizations and other papers necessary and proper in connection with the prosecution or enforcement of Client's Claims and collection or settlement of the damages awarded or to be paid therefore, and to receive such funds or other property in Client's name and for Client on account of any judgment recovered or any settlement agreed upon in connection with Client's Claim. Full power and authority is given by Client to Attorneys to adjust, settle or compromise Client's Claim, but no final settlement shall be made and consummated by Attorneys without first submitting the offer, compromise, or adjustment to Client for approval, and Client agrees not to compromise or settle Client's Claim without the Attorneys' authority, agreement and consent. Should Client make a settlement in violation of this Agreement, Client agrees to pay Attorneys the full fee agreed upon under paragraph 3 "Attorneys' Fee", below.

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In some instances, it may be necessary for Attorneys to retain special outside counsel to assist on matters other than prosecuting Client's claims for damages. Examples of such instances include the following: a defendant may seek bankruptcy protection; or a defendant may attempt to fraudulently transfer some of its assets to

avoid paying the Client's claim; a defendant may transfer assets out of the country thereby necessitating the retention of foreign counsel, or a complex, multi-party settlement may require an ethics opinion from outside counsel; or special action in probate court may be necessary apart from the usual probate proceedings involved in an estate; or a separate lawsuit may need to be filed against a defendant's insurance company. Client agrees that Attorneys may retain such special outside counsel to represent Client when Attorneys deem such assistance to be reasonably necessary, and that the fees of such counsel will be deducted from Client's share of the recovery.

- 4. <u>COSTS AND OTHER EXPENSES:</u> Clients **WILL NOT BE** responsible to pay for costs and expenses as incurred. Such costs include filing fees, expert witness fees, court reporter and video fees, copy charges, postage, mailing, travel, witness fees, electronic document conversion fees, delivery fees, internal operating costs and other related charges incurred or paid as an expense on behalf of Client and paid to third-party vendors or incurred internally by Attorneys and charged to Client in connection with Attorneys' representation of Client.
- DISBURSEMENT OF PROCEEDS TO CLIENT: Client understands that Attorneys make no guarantee or assurance of any kind regarding the likelihood of success of Client's claims. Upon receipt by Attorneys of the proceeds of any settlement or judgment, Attorneys shall (1) retain either forty percent (40%) of the proceeds as their attorneys' fees if the matter is settled or resolved before trial begins or forty-five (45%) percent of the proceeds as their attorneys' fees if the matter is settled or resolved after trial begins, (2) deduct from Client's share of the proceeds any costs and expenses, including the fees of any special outside counsel that Attorneys may incur on Client's behalf, and (3) disburse the remainder of Client's share of the proceeds to Client. At the time of disbursement of any proceeds, Client will be provided with a disbursement sheet reflecting the attorneys' fees, the expenses deducted out of Client's share, and the remainder of Client's share.

Upon some circumstances, health insurers, workers compensation carriers, or others who have paid benefits or provided services on Client's behalf may claim a right to recover a portion of the proceeds of any action brought on behalf of the Client and may place Attorneys on notice of their claim. Except as may be required by law, Attorneys will not agree to protect any claim of a subrogation carrier or other creditor without Client's consent.

6. <u>POWER OF ATTORNEY:</u> Client gives Attorneys a power of attorney to execute and negotiate all reasonable and necessary documents connected with the handling of this cause of action, including pleadings, contracts, checks or drafts, settlement agreements, compromises and releases, verifications, dismissals and orders, proofs of claim, ballots, verified statements including those pursuant to Bankruptcy Rule 2019,

and all other documents that Client could properly execute. Client's claims will not be settled without obtaining Client's consent.

COOPERATION: ADDRESS CHANGE: RETURN OF DOCUMENTS: Client agrees to cooperate with Attorneys to permit Client's claims to be investigated and developed; to disclose to Attorneys all facts relevant to the claim; and to be reasonably available to attend any necessary meetings, depositions, preparation sessions, hearings and trial. Client shall appear on reasonable notice at any and all depositions and Court appearances and shall comply with all reasonable requests of Attorneys in connection with preparation and presentation of Client's claims. The Client acknowledges and agrees that all communications with Attorneys are privileged. The Client acknowledges that Attorneys may represent other individuals on the same or similar matters and therefore may communicate matters of common interest to all of Attorneys' clients. Therefore, Client agrees and understands that other individuals who are clients of Attorneys may also invoke the attorney client privilege as to Attorneys' communications with Client. The Client acknowledges and agrees not to provide attorney work product or attorney client communications to any other person.

Client shall promptly notify Attorneys of any change of marital status or death of spouse. Client shall promptly notify Attorneys of any bankruptcy proceedings involving Client or Client's spouse. Client shall promptly notify Attorneys of any other legal proceedings to which Client or Client's spouse is a party.

Client agrees to notify Attorneys in writing of each change in Client's mailing address (work or home) or telephone number (work, home and cell) during the term of this representation within seven (7) days of each such change of address or telephone number. When the case is completed, and subject to any Court orders, Attorneys will provide Client the opportunity to retrieve any documents and/or materials that Client provided to Attorneys or that Attorneys have obtained from other sources in connection with the case. However, if Client has not retrieved those documents and/or materials within ninety (90) days after Attorneys have mailed to Client written notice that the case is completed and that those documents and/or material are available to Client, Attorneys may dispose of those documents and/or materials.

8. NO TAX ADVICE: Attorneys have advised Client that the pursuit of resolution of this claim may have various tax consequences. Client understands that Attorneys do not render tax advice and are not being retained to offer such advice to Client or to represent Client before the IRS. Moreover, Client accepts responsibility for making any payment or filings necessitated by the resolution of Client's claim.

Client understands that applicable State law may impose sales, service or other tax on any amount that Client may recover or the fees due Attorneys hereunder. Client also understands that applicable Federal income tax law may require that Client pay

income tax on the fees due Attorneys hereunder, separate and apart from and in addition to any taxes owed by Attorneys. Client agrees that any such taxes (other than Federal and/or State income taxes that Attorneys may owe on monies actually received by them) shall be paid out of my share of any recovery.

- 9. <u>DEATH OF CLIENT:</u> The provisions of this Agreement will not terminate upon the death of Client. In the event of the death of Client, any duly appointed Representative of Client's heirs and/or estate will be bound by this Agreement to the extent allowed by applicable law, including without limitation, the provisions of this Agreement relating to the recovery of attorneys' fees and costs and other expenses. Any such Representative shall, upon request by Attorneys, execute a new Agreement in the capacity as Representative for the heirs and/or estate of the Client.
- 10. OFFER OF SETTLEMENT: Client understands that applicable law may, under certain circumstances, allow a Defendant to make an offer of settlement to Client and if Client rejects or does not accept such an offer, such may result in any award, verdict or judgment in Client's favor being reduced as provided by such law. Client understands that Client has the final authority to accept or reject any offer of settlement. Client understands that if Client rejects or does not accept such an offer, and Client's recovery is subsequently reduced, the fees owed to Attorneys will be calculated on the amount of any award, verdict or judgment before reduction, and the reduction shall be out of Client's share of any recovery.
- 11. <u>SECURITY INTEREST</u>: Client hereby assigns, transfers and conveys over to Attorneys an amount equal to either forty percent (40%) of the proceeds if the matter is settled or resolved before trial begins or forty-five percent (45%) of the proceeds if the matter is resolved after trial begins, of any property, money or other value recovered by settlement, compromise, verdict or judgment of the claims described in this contract. Client does hereby give and grant to Attorneys an express security interest, in addition to any statutory lien, upon Client's claims and any and all judgments recovered, and any and all funds or property realized or paid by compromise or settlement, as security for the compensation and costs and expenses advanced or due to be paid or reimbursed to Attorneys hereunder. This security interest is to continue in the event Attorneys are discharged without good cause. If the claims are not assignable at law, Client expressly assigns to Attorneys, to the extent of attorneys' fees and disbursements, any sum realized by way of a settlement or any judgment obtained thereon.
- 12. <u>BINDING EFFECT:</u> This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.
- 13. <u>TERMINATION OF REPRESENTATION:</u> Client understands that Client can terminate Attorneys' representation of Client at any time by providing written notice to

Attorneys. Should Client elect to terminate Attorneys' representation prior to the full conclusion of Attorneys' representation, Client understands and agrees that Attorneys have a claim for expenses of litigation and unpaid attorneys' fees which will become due upon receipt by Client or any successor attorney of Client or any proceeds for any remaining portion of Client's claim. Client understands that the obligation for unpaid attorneys' fees will be calculated based on the percentage of work completed on the case or claims at the time Client terminates Attorneys.

- 14. <u>NO GUARANTEE OF RECOVERY:</u> Client understands that no guarantee or assurances of any kind have been made regarding the likelihood of success of Client's claim, but that Attorneys will use their skill and diligence, as well as their experience, to diligently pursue Client's action.
- 15. <u>MISCELLANEOUS</u>: In case any one or more of the provisions contained in this agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

This contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings, or written or oral agreements between the parties respecting within the subject matter.

- 16. STATUTE OF LIMITATIONS: Client understands that an issue may exist as to whether the applicable statute of limitations has expired. This issue is raised in many lawsuits even if the Client's claims are not beyond the Statute of Limitations. Client understands that Attorneys must perform an evaluation of Client's claim prior to filing Client's lawsuit, and that this evaluation will first require Client to provide Attorneys with all relevant documents and other information requested. It is possible that the statute of limitations has already expired or may expire during the interim between the date of Client's signature below and the filing of Client's lawsuit. Client agrees to accept this risk.
- 17. REFERRAL OR ASSOCIATION OF ADDITIONAL COUNSEL: Client agrees that Attorneys may refer this matter to another lawyer or associate additional lawyers to assist in representing Client and prosecuting the Client's cause of action. Prior to the referral or association becoming effective, Client shall consent in writing to the terms of the arrangement after being advised of (1) the identity of the lawyer or law firm involved, (2) whether the fees will be divided based on the proportion of services rendered or by lawyers agreeing to assume joint responsibility for the representation, and (3) the share of the fee that each lawyer or law firm will receive or, if the division is based on the proportion of services performed, the basis on which the division will be

made. The referral or association of additional attorneys will not increase the total fee owed by the Client.

- 18. <u>NOTICE TO CLIENTS</u>: Attorneys are only licensed to practice law in the State of Texas. To the extent that Attorneys are required to appear in Court in other States, Attorneys will seek permission of the appropriate Court to appear pro hac vice. If pro hac vice admission is granted, Attorneys will be subject to the disciplinary rules of that particular jurisdiction. Attorneys are also subject to the disciplinary jurisdiction of the State Bar of Texas. The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. For more information call (800) 932-1900.
- 20. ARBITRATION: It is Attorney's goal to maintain at all times a constructive and positive relationship with Client on the matter described above and on future matters in which Attorney may perform services for Client. However, should a dispute arise between Attorney and Client, a prompt and fair resolution is in the interests of all concerned. To this end, if any controversy or claim arises out of is related to this agreement, any services provided by Attorneys to Client in connection with Client's Claims, or any other matter that may arise between Client and Attorney (including malpractice claims and fee disputes), Attorneys and Client both waive any right to bring a court action or have a jury trial and agree that the dispute shall be submitted to binding arbitration to be conducted in Dallas, Texas before the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules of the AAA with one arbitrator who must be an attorney licensed to practice law in the State of Texas..

CLIENT HAS READ AND UNDERSTANDS THIS CONTRACT AND AGREES AS STATED ABOVE AS OF THE DATE NOTED BELOW.

Laura Wassmer

Stephen Hopper

Date: ___11/19/2015

Address: 3625 N Classen Blvd Oklahoma City, OK 7318

Telephone Numbers: 405-639-9186

ATTORNEYS:

Fee. Smith, Sharn & Vitullo, LLP

Malesovas Law Firm



CAUSE NO. PR-11-3238-1

FILED

	17 SEP 25 PM 4: 26
IN RE: ESTATE OF MAX D. HOPPER,	§ IN THE PROBATE COURT
DECEASED	§ JOHN F. WARREN
	6 COUNTY CLERK
	- S DALLAS COUNTY
JO N. HOPPER	§
Plaintiff,	§ NO. 1
v.	§
8	, §
JPMORGAN CHASE BANK, N.A.	§
STEPHEN B. HOPPER, LAURA S.	§
WASSMER,	§
Defendants.	§ DALLAS COUNTY, TEXAS

CHARGE OF THE COURT

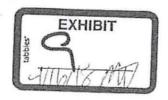
MEMBERS OF THE JURY:

After the closing arguments, you will go to the jury room to decide the case, answer the questions that are attached, and reach a verdict. You may discuss the case with other jurors only when you are all together in the jury room.

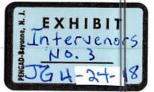
Remember my previous instructions: Do not discuss the case with anyone else, either in person or by any other means. Do not do any independent investigation about the case or conduct any research. Do not look up any words in dictionaries or on the Internet. Do not post information about the case on the Internet. Do not share any special knowledge or experiences with the other jurors. Do not use your phone or any other electronic device during your deliberations for any reason.

Any notes you have taken are for your own personal use. You may take your notes back into the jury room and consult them during deliberations, but do not show or read your notes to your fellow jurors during your deliberations. Your notes are not evidence. Each of you should rely on your independent recollection of the evidence and not be influenced by the fact that another juror has or has not taken notes.

You must leave your notes with the bailiff when you are not deliberating. The bailiff will give your notes to me promptly after collecting them from you. I will make sure your notes are kept in a safe, secure location and not disclosed to anyone. After you complete your deliberations, the bailiff will collect your notes. When you are released from jury duty, the bailiff will promptly destroy your notes so that nobody can read what you wrote.









Here are the instructions for answering the questions.

- 1. Do not let bias, prejudice, or sympathy play any part in your decision.
- 2. Base your answers only on the evidence admitted in court and on the law that is in these instructions and questions. Do not consider or discuss any evidence that was not admitted in the courtroom.
- 3. You are to make up your own minds about the facts. You are the sole judges of the credibility of the witnesses and the weight to give their testimony. But on matters of law, you must follow all of my instructions.
- 4. If my instructions use a word in a way that is different from its ordinary meaning, use the meaning I give you, which will be a proper legal definition.
- 5. All the questions and answers are important. No one should say that any question or answer is not important.
- 6. Answer "yes" or "no" to all questions unless you are told otherwise. A "yes" answer must be based on a preponderance of the evidence unless you are told otherwise. Whenever a question requires an answer other than "yes" or "no," your answer must be based on a preponderance of the evidence unless you are told otherwise.

The term "preponderance of the evidence" means the greater weight of credible evidence presented in this case. If you do not find that a preponderance of the evidence supports a "yes" answer, then answer "no." A preponderance of the evidence is not measured by the number of witnesses or by the number of documents admitted in evidence. For a fact to be proved by a preponderance of the evidence, you must find that the fact is more likely true than not true.

A fact may be established by direct evidence or by circumstantial evidence or both. A fact is established by direct evidence when proved by documentary evidence or by witnesses who saw the act done or heard the words spoken. A fact is established by circumstantial evidence when it may be fairly and reasonably inferred from the other facts proved.

7. A party's conduct includes the conduct of another who acts with the party's authority or apparent authority. Authority for another to act for a party must arise from the party's agreement that the other act on behalf and for the benefit of the party. If a party so authorizes another to perform an act, that other party is also authorized to do whatever else is proper, usual, and necessary to perform the act expressly authorized. Apparent authority exists if a party (1) knowingly permits

another to hold himself out as having authority or, (2) through lack of ordinary care, bestows on another such indications of authority that lead a reasonably prudent person to rely on the apparent existence of authority to his detriment. Only the acts of the party sought to be charged with responsibility for the conduct of another may be considered in determining whether apparent authority exists.

- 8. Do not decide who you think should win before you answer the questions and then just answer the questions to match your decision. Answer each question carefully without considering who will win. Do not discuss or consider the effect your answers will have.
 - 9. Do not answer questions by drawing straws or by any method of chance.
- 10. Some questions might ask you for a dollar amount. Do not agree in advance to decide on a dollar amount by adding up each juror's amount and then figuring the average.
- Do not trade your answers. For example, do not say, "I will answer this question your way if you answer another question my way."
- 12. Unless otherwise instructed, the answers to the questions must be based on the decision of at least five of the six jurors. The same five jurors must agree on every answer. Do not agree to be bound by a vote of anything less than five jurors, even if it would be a majority.
- 13. In answering questions about damages, answer each question separately. Do not increase or reduce the amount in one answer because of your answer to any other question about damages. Do not speculate about what a party's ultimate recovery may or may not be. Any recovery will be determined by the court when it applies the law to your answers at the time of the judgment. Do not add any amount for interest on damages, if any.

As I have said before, if you do not follow these instructions, you will be guilty of juror misconduct, and I might have to order a new trial and start this process over again. This would waste your time and the parties' money, and would require the taxpayers of this county to pay for another trial. If a juror breaks any of these rules, tell that person to stop and report it to me immediately.

DEFINITIONS

"JPMorgan" means JPMorgan Chase Bank, N.A.

"Fee Agreement" means Plaintiff's Exhibit 7.

"The Estate" means the Estate of Max D. Hopper.

After JPMorgan was appointed Independent Administrator on June 30, 2010, did JPMorgan fail to comply with one or more of the following fiduciary duties:

a. JPMorgan's duty to act toward Jo Hopper in the utmost good faith and exercise the most scrupulous honesty;

Answer "Yes" or "No": VCS

b. JPMorgan's duty to place the interests of Jo Hopper above its own and to not use the advantage of its position to gain any benefit for itself at the expense of Jo Hopper;

Answer "Yes" or "No": ________

c. JPMorgan's duty to fully and fairly disclose to Jo Hopper all material facts known to JPMorgan that might affect her rights.

If you answered "Yes" to any subpart of Question No. 1, then answer the following question. Otherwise, do not answer the following question.

Question No. 2

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate Jo Hopper for her damages, if any, that were proximately caused by such conduct?

"Proximate cause" means a cause that was a substantial factor in bringing about an event, and without which cause such event would not have occurred. In order to be a proximate cause, the act or omission complained of must be such that a person using the degree of care required of him or her would have foreseen that the event, or some similar event might reasonably result therefrom. There may be more than one proximate cause of an event.

Consider the following element of damages, if any, and none other.

Do not add any amount for interest on damages, if any.

Answer in dollars and cents, if any.

a. Jo Hopper's mental anguish sustained in the past.

"Mental anguish" means a relatively high degree of mental pain and distress that is more than mere worry, anxiety, vexation, embarrassment, or anger.

Answer: \$ 500,000.00

b. Attorneys' fees paid by Jo Hopper before this lawsuit to address JPMorgan's breaches of its fiduciary duties.

Answer: \$ 222, 780,95

Answer the following question only if you unanimously answered "yes" to Question No. 1 and with an amount greater than \$0 to any part of Question No. 2. Otherwise, do not answer the following question.

To answer "yes" to the following question, your answer must be unanimous. You may answer "No" to the following question only upon a vote of five or more jurors. Otherwise, you must not answer the following question.

Question No. 3

Do you find by clear and convincing evidence that the harm to Jo Hopper from JPMorgan's breach of fiduciary duty resulted from malice?

"Clear and convincing evidence" means the measure or degree of proof that produces a firm belief or conviction of the truth of the allegation sought to be established.

"Malice" means a specific intent by JPMorgan to cause substantial injury or harm to Jo Hopper.

Answer "Yes" or "No": VES_

Answer the following question only if you unanimously answered "Yes" to Question No. 3. Otherwise, do not answer the following question.

You must unanimously agree on the amount of any award of exemplary damages.

Question No. 4

What sum of money, if any, if paid now in cash, should be assessed against JPMorgan and awarded to Jo Hopper as exemplary damages, if any, for the conduct found in response to Question No. 3?

"Exemplary damages" means an amount that you may in your discretion award as a penalty or by way of punishment.

Factors to consider in awarding exemplary damages, if any, are-

- 1. The nature of the wrong:
- 2. The character of the conduct involved;
- 3. The degree of culpability of JPMorgan;
- 4. The situation and sensibilities of the parties concerned;
- 5. The extent to which such conduct offends a public sense of justice and propriety; and
- 6. The net worth of JPMorgan.

Answer in dollars and cents, if any.

Answer: \$ 2,000,000,000,00

If you answered with an amount greater than \$0 to any subpart of Question 2, then answer the following question. Otherwise do not answer the following question.

Question No. 5

Did the negligence, if any, or knowing participation in JPMorgan's breach of fiduciary duty, if any, of those named below proximately cause Jo Hopper's damages?

"Negligence" means failure to use ordinary care, that is, failing to do that which a person of ordinary prudence would have done under the same or similar circumstances or doing that which a person of ordinary prudence would not have done under the same or similar circumstances.

"Ordinary care" means that degree of care that would be used by a person of ordinary prudence under the same or similar circumstances.

"Proximate cause" means a cause that was a substantial factor in bringing about an event, and without which cause such event would not have occurred. In order to be a proximate cause, the act or omission complained of must be such that a person using the degree of care required of him or her would have foreseen that the event, or some similar event might reasonably result therefrom. There may be more than one proximate cause of an event.

"Knowing participation in JPMorgan's breach of fiduciary duty" requires that (1) the person or entity knowingly participated in JPMorgan's breach of fiduciary duty, and (2) that person or entity knew of the fiduciary relationship and was aware of his participation in JPMorgan's breach of its duty.

a.	Answer "Yes"	or "No"	with regard	to the negligence,	if any, of th	e following
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Jo Hopper

NO

b. Answer "Yes" or "No" with regard to knowing participation in JPMorgan's breach of fiduciary duty, if any, of each of the following:

Stephen Hopper
Laura Wassmer
Gary Stolbach and Glast, Phillips & Murray

NO NO If you answered "Yes" to Question 5 for more than one of those named below, then answer the following question. Otherwise do not answer the following question.

Assign percentages of responsibility only to those you found caused or contributed to cause the injury you found in question 2. The percentages you find must total 100 percent. The percentages must be expressed in whole numbers. The percentage of responsibility attributable to any one is not necessarily measured by the number of acts or omissions found. The percentage attributable to any one need not be the same percentage attributed to that one in answering another question.

Question No. 6

For each person or entity you found caused or contributed to cause the injury, find the percentage of responsibility attributable to each for the conduct you have found:

JPMorgan	
Jo Hopper	
Stephen Hopper	
Laura Wassmer	
Gary Stolbach and Glast, Phillip's & Murray	
•	
Total	100%

Did JPMorgan fail to comply with the Fee Agreement with regard to Jo Hopper?

Answer "Yes" or "No":

If you answered "Yes" to Question No. 7, then answer the following question. Otherwise, do not answer the following question.

Question No. 8

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate Jo Hopper for her damages, if any, that resulted from such failure to comply?

Consider the following elements of damages, if any, and none other.

Do not add any amount for interest on damages, if any.

Answer separately in dollars and cents for damages, if any, with respect to each of the following:

a. Attorney's fees paid by Jo Hopper before this lawsuit to address JPMorgan's failure to perform its responsibilities under the Fee Agreement.

Answer: \$ 222,780.95

b. Money owed to Jo Hopper for reimbursement of expenses.

Answer: \$ 58,051,47

If you answered "Yes" to Question No. 7, then answer the following question. Otherwise do not answer the following question.

Question No. 9

What is a reasonable fee for the necessary services of Jo Hopper's attorneys regarding her claim for breach of contract, stated in doll'ars and cents?

Factors to consider in determining a reasonable fee include:

- 1. The time and labor required, the novelty and difficulty of the questions involved, and the skill required to perform the legal services properly.
- 2. The likelihood that the acceptance of the particular employment will preclude other employment by the lawyer.
- 3. The fee customarily charged in the locality for similar legal services.
- 4. The amount involved and the results obtained.
- 5. The time limitations imposed by the client or by the circumstances.
- 6. The nature and length of the professional relationship with the client.
- 7. The experience, reputation, and ability of the lawyer or lawyers performing the services.
- 8. Whether the fee is fixed or contingent on results obtained or uncertainty of collection before the legal services have been rendered.

Answer with an amount for each of the following:

1. For representation through this trial.

Answer: \$ 4,061,518.00

2. For representation through appeal to the court of appeals.

Answer: \$ 200,000,00

3. For representation at the petition for review stage in the Supreme Court of Texas.

Answer: \$ 50,000,00

4. For representation at the merits briefing stage in the Supreme Court of Texas.

Answer: \$75,00,00

5. For representation through oral argument and the completion of proceedings in the Supreme Court of Texas.

Answer: \$ 50,000.00

Does JPMorgan as Independent Administrator hold money that in equity and good conscience belongs to Jo Hopper?

Answer "Yes" or "No": \(\sumeq \text{eS}\)

If you answered "Yes" to Question No. 10, then answer the following question. Otherwise, do not answer the following question.

Question No. 11

What is the amount of money held by JPMorgan as Independent Administrator that in equity and good conscience belongs to Jo Hopper?

Answer: \$ 58,682.00

What is a reasonable fee for the necessary services of Jo Hopper's attorneys regarding the Robledo claims, stated in dollars and cenis?

"Robledo claims" mean all the declaratory judgment claims that regarding the house and lot located at 9 Robledo Drive, Dallas, Texas and other issues addressed in the court of appeals opinion issued in December 2014.

Factors to consider in determining a reasonable fee include:

- The time and labor required, the novelty and difficulty of the questions involved, and the skill required to perform the legal services properly.
- 2. The likelihood that the acceptance of the particular employment will preclude other employment by the lawyer.
- 3. The fee customarily charged in the locality for similar legal services.
- The amount involved and the results obtained.
- 5. The time limitations imposed by the client or by the circumstances.
- 6. The nature and length of the professional relationship with the client.
- 7. The experience, reputation, and ability of the lawyer or lawyers performing the services.
- 8. Whether the fee is fixed or contingent on results obtained or uncertainty of collection before the legal services have been rendered.

Answer with an amount for each of the following:

For representation through this trial.

Answer: \$ 4,052,035,60

2. For representation in a future appeal through appeal to the court of appeals.

Answer: \$ 200,000,00

3. For representation in a future appeal at the petition for review stage in the Supreme Court of Texas.

Answer: \$ 50.000.00

4. For representation in a future appeal at the merits briefing stage in the Supreme Court of Texas.

Answer: \$ 75,000.00

For representation in a future appeal through oral argument and the completion of proceedings in the Supreme Court of Texas.

Answer: \$\frac{50}{0},000

What is a reasonable fee for the necessary services of Jo Hopper's attorneys in obtaining a ruling that Jo Hopper does not owe the Estate any money for attorneys' fees, stated in dollars and cents?

Factors to consider in determining a reasonable fee include:

- 1. The time and labor required, the novelty and difficulty of the questions involved, and the skill required to perform the legal services properly.
- 2. The likelihood that the acceptance of the particular employment will preclude other employment by the lawyer.
- 3. The fee customarily charged in the locality for similar legal services.
- 4. The amount involved and the results obtained.
- 5. The time limitations imposed by the client or by the circumstances.
- 6. The nature and length of the professional relationship with the client.
- 7. The experience, reputation, and ability of the lawyer or lawyers performing the services.
- 8. Whether the fee is fixed or contingent on results obtained or uncertainty of collection before the legal services have been rendered.

Answer with an amount for each of the following:

1. For representation through this trial.

Answer: \$ 1469, 828,00

2. For representation through appeal to the court of appeals.

Answer: \$ 200,000.00

3. For representation at the petition for review stage in the Supreme Court of Texas.

Answer: \$ 30,000.00

4. For representation at the merits briefing stage in the Supreme Court of Texas.

Answer: \$ 75,000.00

5. For representation through oral argument and the completion of proceedings in the Supreme Court of Texas.

Answer: \$ 50,000,00

Did JPMorgan fail to comply with the Fee Agreement with respect to Stephen Hopper and/or Laura Wassmer?

Answer "Yes" or "No" for each of the following:

Stephen B. Hopper: Yes

Laura S. Wassmer: Yes

If you answered Question Number 14 "Yes," Answer this Question. Otherwise do not answer the following question.

Question No. 15

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate Stephen B. Hopper and/or Laura S. Wassmer for their damages, if any, that resulted from JPMorgan's failure to comply with the Fee Agreement?

Consider the following elements of damages, if any, and none other.

1. The amount of legal fees S ephen Hopper paid to his attorneys prior to the inception of the litigation that were the natural, probable and forseeable consequence of JPMorgan's failure to comply with the Fee Agreement.

Answer in dollars and cents, if any, for the following:

Stephen B. Hopper: \$<u>84,300.00</u>

2. The amount of legal fees Laura Wassmer paid her attorneys prior to the inception of the litigation that were the natural, probable and forseeable consequence of JPMorgan's failure to comply with the Fee Agreement.

Answer in dollars and cents, if any, for the following:

Laura S. Wassmer: \$ 78,000.00

3. The loss of potential inheritance to Stephen B. Hopper that was a natural, probable and forseeable consequence of JP Morgan's failure to comply with the Fee Agreement.

Answer in dollars and cents, if any, for the following:

Stephen B. Hopper: \$1,847,300,06

4. The loss of potential inheritance to Laura S. Wassmer that was a natural, probable and forseeable consequence of JP Morgan's failure to comply with the Fee Agreement.

Answer in dollars and cents, if any, for the following:

Laura S. Wassmer: \$ 1,847,500,00

After JPMorgan was appointed Independent Administrator on June 30, 2010, did JPMorgan fail to comply with one or more of the following fiduciary duties, which it owed Stephen B. Hopper and Laura S. Wassmer as beneficiaries of the Estate?

a. JPMorgan's duty to act toward Stephen Hopper and Laura Wassmer in the utmost good faith and exercise the most scrupulous'honesty;

Answer "Yes" or "No": \RS;

b. JPMorgan's duty to place the interests of Stephen Hopper and Laura Wassmer above its own and to not use the advantage of its position to gain any benefit for itself at the expense of Stephen Hopper and Laura Wassmer;

Answer "Yes" or "No": YES

c. JPMorgan's duty to fully and fairly disclose to Stephen Hopper and Laura Wassmer all material facts known to JPMorgan that might affect their rights.

Answer "Yes" or "No": VAS

If you answered "Yes" to Question 20, then answer the following question. Otherwise, do not answer the following question.

Question No. 21

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate the Estate for damages, if any, resulting from the conduct complained about in Question 20?

Consider the following elements of damages, if any, and none other. Any reduction in the value of the Estate.

Do not add any amount for interest on damages, if any. Answer in dollars and cents for damages, if any.

Answer: \$ 3,695,000.00

If you answered "Yes" to any subpart of Question 20, then answer the following question. Otherwise, do not answer the following question.

Question No. 22

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate the Stephen Hopper and Laura Wassmer for damages, if any, that were proximately caused by the conduct inquired about in Question 20?

"Proximate cause" means a cause that was a substantial factor in bringing about an event, and without which cause such event would not have occurred. In order to be a proximate cause, the act or omission complained of must be such that a person using the degree of care required of him would have fore- seen that the event, or some similar event, might reasonably result therefrom. There may be more than one proximate cause of an event.

Consider the following elements of damages, if any, and none other.

Any reduction in the value of the Estate.

Consider each element separately. Do not add any amount for interest on damages, if any.

Answer separately in dollars and cents for damages, if any.

For Stephen Hopper, in dollars and cents:

Answer: \$1,847,500.00

For Laura Wassmer, in dollars and cents:

Answer: \$1,847,500,00

If you answered with an amount greater than \$0 to any subpart of Question 21 or 22, then answer the following question. Otherwise do not answer the following question.

Question No. 23

Did the negligence, if any, or knowing participation in JPMorgan's breach of fiduciary duty, if any, of those named below proximately cause Stephen Hopper's, Laura Wassmer's, or the Estate's damages?

"Negligence" when used with respect to Jo Hopper, Stephen Hopper, and Laura Wassmer means failure to use ordinary care, that is, failing to do that which a person of ordinary prudence would have done under the same or similar circumstances or doing that which a person of ordinary prudence would not have done under the same or similar circumstances.

"Negligence" when used with respect to the conduct of Gary Stolbach and Glast, Phillips & Murray, means failure to use ordinary care, that is, failing to do that which an attorney would have done under the same or similar circumstances or doing that which an attorney would not have done under the same or similar circumstances.

"Ordinary care" means that degree of care that would be used by a person of ordinary prudence under the same or similar circumstances.

"Proximate cause" means a cause that was a substantial factor in bringing about an event, and without which cause such event would not have occurred. In order to be a proximate cause, the act or omission complained of must be such that a person using the degree of care required of him or her would have foreseen that the event, or some similar event might reasonably result therefrom. There may be more than one proximate cause of an event.

"Knowing participation in JPMorgan's breach of fiduciary duty" requires that (1) the person or entity knowingly participated in JPMorgan's breach of fiduciary duty, and (2) that person or entity knew of the fiduciary relationship and was aware of his participation in JPMorgan's breach of its duty.

a. Answer "Yes" or "No" with regard to the negligence, if any, of the following:

Jo Hopper
Stephen Hopper
Laura Wassmer
Gary Stolbach and Glast, Phillips & Murray

Ves

b. Answer "Yes" or 'No" with regard to knowing participation in JPMorgan's breach of fiduciary duty, if any of each of the following:

 If you answered "Yes" to Question 23 for more than one of those named below, then answer the following question. Otherwise do not answer the following question.

Assign percentages of responsibility only to those you found caused or contributed to cause the injury you found in question 21. The percentages you find must total 100 percent. The percentages must be expressed in whole numbers. The percentage of responsibility attributable to any one is not necessarily measured by the number of acts or omissions found. The percentage attributable to any one need not be the same percentage attributed to that one in answering another question.

Question No. 24

For each person or entity you found caused or contributed to cause the injury, find the percentage of responsibility attributable to each for the conduct you have found:

JPMorgan
Jo Hopper (negligence)
Jo Hopper (knowing participation)
Stephen Hopper
Laura Wassmer (negligence)
Gary Stolbach and Glast, Phillips & Murray (negligence)
Gary Stolbach and Glast, Phillips & Murray (knowing participation)

90

Total

100%

Answer the following question only if you unanimously answered "Yes" to any subpart of Question No. 20. Otherwise, do not answer the following question.

To answer "yes" to the following question, your answer must be unanimous. You may answer "No" to the following question only upon a vote of five or more jurors. Otherwise, you must not answer the following question.

Question No. 25

Do you find by clear and convincing evidence that the harm to the Estate from JPMorgan's breach of fiduciary duty resulted from malice?

"Clear and convincing evidence" means the measure or degree of proof that produces a firm belief or conviction of the truth of the allegation sought to be established.

"Malice" means a specific intent by JPMorgan to cause substantial injury or harm to the Estate.

Answer "Yes" or "No": \(\sqrt{\theta} \)

Answer the following question only if you unanimously answered "Yes" to Question Number 25. Otherwise, do not answer the following question.

You must unanimously agree on the amount of any award of exemplary damages.

Question No. 26

What sum of money, if any, if paid now in cash, should be assessed against JPMorgan and awarded to Estate as exemplary damages, if any, for the conduct found in response to Question No. 25?

"Exemplary damages" means an amount that you may in your discretion award as a penalty or by way of punishment.

Factors to consider in awarding exemplary damages, if any, are-

- 1. The nature of the wrong;
- 2. The character of the conduct involved;
- 3. The degree of culpability of JPMorgan;
- 4. The situation and sensibilities of the parties concerned;
- 5. The extent to which such conduct offends a public sense of justice and propriety; and
- The net worth of JPMorgan.

Answer in dollars and cents, if any.

Answer: \$ 2,000,000,000.00

Did JPMorgan commit fraud against Stephen B. Hopper and/or Laura S. Wassmer?

Fraud occurs when-

- 1. A party makes a material misrepresentation; and
- 2. The misrepresentation is made with knowledge of its falsity or made recklessly without any knowledge of the truth and as a positive assertion, and
- 3. The misrepresentation is made with the intention that it should be acted on by the other party, and
- 4. The other party relies on the misrepresentation and thereby suffers injury.

Fraud also occurs when-

- 1. A party fails to disclose a material fact within the knowledge of that party; and
- 2. The party knows that the other party is ignorant of the fact and does not have an equal opportunity to discovery the truth; and
- 3. The party intends to induce the other party to take some action by failing to disclose the fact; and
- 4. The other party suffers injury as a result of acting without knowledge of the undisclosed fact.

"Misrepresentation" means—

- 1. A statement of opinion based on a false statement of fact; or
- 2. A statement of opinion that the maker knows to be false; or
- 3. An expression of opinion that is false, made by one who has, or purports to have, special knowledge of the subject matter of the opinion.

Answer "Yes" or "No" with for each of the following:

Stephen B. Hopper:

Ing

Laura S. Wassmer:

31

Answer the following question only if you answered "Yes" to Question Number 27 Otherwise, do not answer the following question.

Question No. 28

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate Stephen Hopper and Laura Wassmer for their damages, if any, that were proximately caused by such fraud?

"Proximate cause" means a cause that was a substantial factor in bringing about an event, and without which cause such event would not have occurred. In order to be a proximate cause, the act or omission complained of must be such that a person using the degree of care required of him would have foreseen that the event, or some similar event, might reasonably result therefrom. There may be more than one proximate cause of an event.

Consider the following elements of damages, if any, and none other.

1. The amount of legal fees Stephen Hopper paid to his attorneys prior to the inception of the litigation that were the natural, probable and forseeable consequence of JPMorgan's fraud.

Answer in dollars and cents, if any, for the following:

Stephen B. Hopper: \$ 84,500,00

2. The amount of legal fees Laura Wassmer paid her attorneys prior to the inception of the litigation that were the natural, probable and forseeable consequence of JPMorgan's fraud.

Answer in dollars and cents, if any, for the following:

Laura S. Wassmer: \$ 78,000.00

3. The loss of potential inheritance to Stephen B. Hopper that was a natural, probable and forseeable consequence of JP Morgan's fraud.

Answer in dollars and cents, if any, for the following:

Stephen B. Hopper: \$ 1,847,500.60

4. The loss of potential inheritance to Laura S. Wassmer that was a natural, probable and forseeable consequence of JP Morgan's fraud.

Answer in dollars and cents, if any, for the following:

Laura S. Wassmer: \$ 1,847,500.00

If you answered "Yes" to Question 28, then answer the following question. Otherwise do not answer the following question.

Question No. 29

Did the negligence, if any, or knowing participation in JPMorgan's breach of fiduciary duty, if any, of those named below proximately cause Stephen Hopper's, Laura Wassmer's, or the Estate's damages?

"Negligence" when used with respect to Jo Hopper, Stephen Hopper, and Laura Wassmer means failure to use ordinary care, that is, failing to do that which a person of ordinary prudence would have done under the same or similar circumstances or doing that which a person of ordinary prudence would not have done under the same or similar circumstances.

"Negligence" when used with respect to the conduct of Gary Stolbach and Glast, Phillips & Murray, means failure to use ordinary care, that is, failing to do that which an attorney would have done under the same or similar circumstances or doing that which an attorney would not have done under the same or similar circumstances.

"Ordinary care" means that degree of care that would be used by a person of ordinary prudence under the same or similar circumstances.

"Proximate cause" means a cause that was a substantial factor in bringing about an event, and without which cause such event would not have occurred. In order to be a proximate cause, the act or omission complained of must be such that a person using the degree of care required of him or her would have foreseen that the event, or some similar event might reasonably result therefrom. There may be more than one proximate cause of an event.

"Knowing participation in JPMorgan's breach of fiduciary duty" requires that (1) the person or entity knowingly participated in JPMorgan's breach of fiduciary duty, and (2) that person or entity knew of the fiduciary relationship and was aware of his participation in JPMorgan's breach of its duty.

a. Answer "Yes" or "No" with regard to the negligence, if any, of the following:

b. Answer "Yes" or "No, with regard to knowing participation in JPMorgan's breach of fiduciary duty, if any, of each of the following:

Jo Hopper
Gary Stolbach and Glast, Phillips & Murray

If you answered "Yes" to Question 29 for more than one of those named below, then answer the following question. Otherwise do not answer the following question.

Assign percentages of responsibility only to those you found caused or contributed to cause the injury you found in question 28. The percentages you find must total 100 percent. The percentages must be expressed in whole numbers. The percentage of responsibility attributable to any one is not necessarily measured by the number of acts or omissions found. The percentage attributable to any one need not be the same percentage attributed to that one in answering another question.

Question No. 30

For each person or entity you found caused or contributed to cause the injury, find the percentage of responsibility attributable to each for the conduct you have found:

JPMorgan	90
Jo Hopper (negligence).	0
Jo Hopper (knowing participation)	8
Stephen Hopper	0
Laura Wassmer (negligence)	0
Gary Stolbach and Glast, Phillips & Murray (negligence)	10
Gary Stolbach and Glast, Phillips & Murray (knowing participation)	
Total	100%

Answer the following question only if you unanimously answered "Yes" to any part of Question No. 27. Otherwise, do not answer the following question.

To answer "yes" to the following question, your answer must be unanimous. You may answer "No" to the following question only upon a vote of five or more jurors. Otherwise, you must not answer the following question.

Question No. 31

Do you find by clear and convincing evidence that the harm to Stephen B Hopper and/or Laura S. Wassmer resulted from fraud as found in Question 27?

"Clear and convincing evidence" means the measure or degree of proof that produces a firm belief or conviction of the truth of the allegations sought to be established.

Fraud occurs when-

- 1. A party makes a material misrepresentation; and
- 2. The misrepresentation is made with knowledge of its falsity or made recklessly without any knowledge of the truth and as a positive assertion, and
- 3. The misrepresentation is made with the intention that it should be acted on by the other party, and
- 4. The other party relies on the misrepresentation and thereby suffers injury.

Fraud also occurs when-

- 1. A party fails to disclose a material fact within the knowledge of that party; and
- 2. The party knows that the other party is ignorant of the fact and does not have an equal opportunity to discovery the truth; and
- 3. The party intends to induce the other party to take some action by failing to disclose the fact; and
- The other party suffers injury as a result of acting without knowledge of the undisclosed fact.

"Misrepresentation" means—

1. A statement of opinion based on a false statement of fact; or

- 2. A statement of opinion that the maker knows to be false; or
- 3. An expression of opinion that is false, made by one who has, or purports to have, special knowledge of the subject matter of the opinion.

Answer "Yes" or "No" as to each of the following:

Laura S. Wassmer _______

Answer the following question regarding JPMorgan only if you unanimously answered "Yes" to Question 31 regarding that defendant. Otherwise, do not answer the following question regarding that defendant

Question No. 32

What sum of money, if any, if paid now in cash, should be assessed against JPMorgan and awarded to Stephen B. Hopper and Laura S. Wassmer as exemplary damages, if any, for the conduct found in response to Question 31.

"Exemplary damages" means an amount that you may in your discretion award as a penalty or by way of punishment.

Factors to consider in awarding exemplary damages, if any, are—

- a. The nature of the wrong.
- b. The character of the conduct involved.
- c. The degree of culpability of JPMorgan
- d. The situation and sensibilities of the parties concerned
- e. The extent to which such conduct offends a public sense of justice and propriety
- f. The net worth of JPMorgan

Answer in dollars and cents, if any, as to each of the following:

Laura S. Wassmer \$1,000,000,600.00

Stephen B. Hopper \$1,000,000,000.00

Did the negligence, if any, of JPMorgan proximately cause injury to Stephen B. Hopper and/or Laura S. Wassmer?

"Negligence" means failure to use ordinary care, that is, failing to do that which a person of ordinary prudence would have done under the same or similar circumstances or doing that which a person of ordinary prudence would not have done under the same or similar circumstances.

"Ordinary care" means that degree of care that would be used by a person of ordinary prudence under the same or similar circumstances.

"Proximate cause" means a cause that was a substantial factor in bringing about an event, and without which cause such event would not have occurred. In order to be a proximate cause, the act or omission complained of must be such that a person using the degree of care required of him would have foreseen that the event, or some similar event, might reasonably result therefrom. There may be more than one proximate cause of an event.

Answer "Yes" or "No" for each of the following:

Laura S. Wassmer

Stephen B. Hopper

y65

Ves

Answer the following question only if you answered "Yes" to Question Number 33. Otherwise, do not answer the following question.

Question No. 34

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate Stephen Hopper and Laura Wassmer for their damages, if any, that were proximately caused by negligence?

"Proximate cause" means a cause that was a substantial factor in bringing about an event, and without which cause such event would not have occurred. In order to be a proximate cause, the act or omission complained of must be such that a person using the degree of care required of him would have foreseen that the event, or some similar event, might reasonably result therefrom. There may be more than one proximate cause of an event.

Consider the following elements of damages, if any, and none other. Answer in dollars and cents, if any, for the following:

 The amount of legal fees Stephen Hopper paid to his attorneys prior to the inception of the litigation that were the natural, probable and forseeable consequence of JPMorgan's negligence.

Stephen B. Hopper: \$ 84,500,00

 The amount of legal fees Laura Wassmer paid her attorneys prior to the inception of the litigation that were the natural, probable and forseeable consequence of JPMorgan's negligence.

Laura S. Wassmer: \$ 78,000.00

3. The loss of potential inheritance to Stephen B. Hopper that was a natural, probable and forseeable consequence of JP Morgan's negligence.

Stephen B. Hopper: \$1,847,500.65

4.. The loss of potential inheritance to Laura S. Wassmer that was a natural, probable and forseeable consequence of JP Morgan's negligence.

Laura S. Wassmer: \$ 1,847,500.00

If you answered "Yes" to Question 34, then answer the following question. Otherwise do not answer the following question.

Question No. 35

Did the negligence, if any, or knowing participation in JPMorgan's breach of fiduciary duty, if any, of those named below proximately cause Stephen Hopper's or Laura Wassmer's damages?

"Negligence" when used with respect to Jo Hopper, Stephen Hopper, and Laura Wassmer means failure to use ordinary care, that is, failing to do that which a person of ordinary prudence would have done under the same or similar circumstances or doing that which a person of ordinary prudence would not have done under the same or similar circumstances.

"Negligence" when used with respect to the conduct of Gary Stolbach and Glast, Phillips & Murray, means failure to use ordinary care, that is, failing to do that which an attorney would have done under the same or similar circumstances or doing that which an attorney would not have done under the same or similar circumstances.

"Ordinary care" means that degree of care that would be used by a person of ordinary prudence under the same or similar circumstances.

"Proximate cause" means a cause that was a substantial factor in bringing about an event, and without which cause such event would not have occurred. In order to be a proximate cause, the act or omission complained of must be such that a person using the degree of care required of him or her would have foreseen that the event, or some similar event might reasonably result therefrom. There may be more than one proximate cause of an event.

"Knowing participation in JPMorgan's breach of fiduciary duty" requires that (1) the person or entity knowingly participated in JPMorgan's breach of fiduciary duty, and (2) that person or entity knew of the fiduciary relationship and was aware of his participation in JPMorgan's breach of its duty.

a. Answer "Yes" or "No" with regard to the negligence, if any, of the following:

Jo Hopper

Stephen Hopper

Laura Wassmer

Gary Stolbach and Glast, Phillips & Murray

b. Answer "Yes" or "No" with regard to knowing participation in JPMorgan's breach of fiduciary duty, if any, of each of the following:

Jo Hopper

Gary Stolbach and Glast, Phillips & Murray

If you answered "Yes" to Question 35 for more than one of those named below, then answer the following question. Otherwise do not answer the following question.

Assign percentages of responsibility only to those you found caused or contributed to cause the injury you found in question 3'4. The percentages you find must total 100 percent. The percentages must be expressed in whole numbers. The percentage of responsibility attributable to any one is not necessarily measured by the number of acts or omissions found. The percentage attributable to any one need not be the same percentage attributed to that one in answering another question.

Question No. 36

For each person or entity you found caused or contributed to cause the injury, find the percentage of responsibility attributable to each for the conduct you have found:

JPMorgan	90
Jo Hopper (negligence)	3
Jo Hopper (knowing participation)	\triangle
Stephen Hopper	_Ŏ
Laura Wassmer (negligence)	0
Gary Stolbach and Glast, Phillips & Murray (negligence)	10
Gary Stolbach and Glast, Phillips & Murray (knowing participation)	0

Total

100%

Answer the following question only if you unanimously answered "Yes" to Question 33. Otherwise, do not answer the following question.

To answer "Yes" to any part of the following question, your answer must be unanimous. You may answer "No" to any part of the following question only upon a vote of 5 more jurors. Otherwise, you must not answer that part of the following question.

Question No. 37

Do you find by clear and convincing evidence that the harm to Stephen B. Hopper, Laura S. Wassmer, or the Estate resulted from gross negligence attributable to JPMorgan?

"Clear and convincing evidence" means the measure or degree of proof that produces a firm belief or conviction of the truth of the allegations sought to be established.

"Gross negligence" means an act or omission by JPMorgan

- 1. which when viewed objectively from the standpoint JPMorgan at the time of its occurrence involves an extreme degree of risk, considering the probability and magnitude of the potential harm to others; and
- 2. of which JPMorgan has actual, subjective awareness of the risk involved, but nevertheless proceeds with conscious indifference to the rights, safety, or welfare of others.

You are further instructed that JPMorgan may be grossly negligent because of an act by Susan Novak if, but only if--

- 1. JPMorgan authorized the doing and the manner of the act, or
- 2. Susan Novak was unfit and JPMorgan was reckless in employing her, or
- 3. Susan Novak was employed in a managerial capacity and was acting in the scope of employment, or
- 4. JPMorgan or a manager of JPMorgan ratified or approved the act.

A person is a manager or is employed in a managerial capacity if--

1. that person has authority to employ, direct, and discharge an employee of JPMorgan; or

2. JPMorgan has confided to that person the management of the whole or a department or division of the business of JPMorgan

Answer "Yes" or "No" as to each of the following:

Stephen B. Hopper <u>VBS</u>

Answer the following question only if you unanimously answered "Yes" to Question 37. Otherwise, do not answer the following question.

Question No. 38

You must unanimously agree on the amount of any award of exemplary damages.

What sum of money, if any, if paid now in cash, should be assessed against JPMorgan and awarded to Stephen B. Hopper, Laura Wassmer or the Estate as exemplary damages, if any, for the conduct unanimously found in response to Question 37?

"Exemplary damages" means an amount that you may in your discretion award as a penalty or by way of punishment.

Factors to consider in awarding exemplary damages, if any, are-

- 1. The nature of the wrong.
- 2. The character of the conduct involved.
- 3. The degree of culpability of JPMorgan.
- 4. The situation and sensibilities of the parties concerned.
- 5. The extent to which such conduct offends a public sense of justice and propriety.
- 6. The net worth of JPMorgan.

Answer in dollars and cents, if any, for each of the following:

Laura S. Wassmer \$1,000,000.00

Stephen B. Hopper \$/\occup 000,000

Did JPMorgan commit conversion against the Estate?

Conversion occurs when:

- 1. a party owned or had possession of the property or entitlement to possession, and
- 2. another party unlawfully and without authorization assumed and exercised control over the property to the exclusion or, or inconsistent with, the plaintiff's rights as an owner, and
- 3. the first party demanded return of the property, and
- 4. the other party refused to return the property.

Answer "Yes" or 'No."

Answer: VOS

If you answered "Yes" to Question 39, then answer the following question. Otherwise, do not answer the following question.

Question No. 40

What sum of money, if any, if paid now in cash, would fairly compensate the Estate for the value of the property JPMorgan converted, if any, valued at the time of such conversion?

Answer in dollars and cents for damages, if any:

Answer: \$3,695,000.00

Does JPMorgan as Independent Administrator hold money that in equity and good conscience belongs to the Estate?

Answer "Yes" or "No":

If you answered "Yes" to Question No. 41, then answer the following question. Otherwise, do not answer the following question.

Question No. 42

What is the amount of money held by JPMorgan as Independent Administrator that in equity and good conscience belongs to the Estate?

Answer: \$3,695,000.00

Did JPMorgan as Independent Administrator act in good faith, whether successful or not, in defending the action for its removal?

From September 21, 2011 through December 7, 2015, JPMorgan as Independent Administrator defended Jo Hopper's Removal Action.

"Removal Action" means Mrs. Hopper's claims for removal of JPMorgan as Independent Administrator.

"Good faith" means an action that is prompted by honesty of intention and a reasonable belief that the action was probably correct.

Answer "Yes" or "No."					
	٦)				
Answer:	NC)				

What is a reasonable fee for the necessary services of the attorneys for JPMorgan as Independent Administrator in connection with its defense of the Removal Action, stated in dollars and cents?

Factors to consider in determining a reasonable fee include—

- 1. The time and labor required, the novelty and difficulty of the questions involved, and the skill required to perform the legal services properly.
- 2. The likelihood that the acceptance of the particular employment will preclude other employment by the lawyer.
- 3. The fee customarily charged in the locality for similar legal services.
- 4. The amount involved and the results obtained.
- 5. The time limitations imposed by the client or by the circumstances.
- 6. The nature and length of the professional relationship with the client.
- 7. The experience, reputation, and ability of the lawyer or lawyers performing the services.
- 8. Whether the fee is fixed or contingent on results obtained or uncertainty of collection before the legal services have been rendered.

Attorneys' Fees Incurred in Defense of the Removal Action:

\$1,185,775.00

What is the amount of JPMorgan as Independent Administrator's reasonable attorneys' fees necessarily incurred in connection with the proceedings and management of the estate?

Factors to consider in determining a reasonable fee include—

- 1. The time and labor required, the novelty and difficulty of the questions involved, and the skill required to perform the legal services properly.
- 2. The likelihood that the acceptance of the particular employment will preclude other employment by the lawyer:
- 3. The fee customarily charged in the locality for similar legal services.
- 4. The amount involved and the results obtained.
- 5. The time limitations imposed by the client or by the circumstances.
- 6. The nature and length of the professional relationship with the client.
- 7. The experience, reputation, and ability of the lawyer or lawyers performing the services.
- 8. Whether the fee is fixed or contingent on results obtained or uncertainty of collection before the legal services have been rendered.

Answer with an amount for representation after December 7, 2015:

1. For representation through trial and the completion of proceedings in the trial court.

Answer: \$ 685, 632.00

2. For representation through appeal to the court of appeals.

Answer: \$_100,000.00

3. For representation at the petition for review stage in the Supreme Court of Texas.

Answer: \$ 75,000.00

4. For representation at the merits briefing stage in the Supreme Court of Texas.

Answer: \$_50,000.08

5. For representation through oral argument and the completion of proceedings in the Supreme Court of Texas.

Answer: \$ 50,000.00

Presiding Juror:

- 1. When you go into the jury room to answer the questions, the first thing you will need to do is choose a presiding juror.
 - 2. The presiding juror has these duties:
 - a. have the complete charge read aloud if it will be helpful to your deliberations;
 - b. preside over your deliberations, meaning manage the discussions, and see that you follow these instructions;
 - c. give written questions or comments to the bailiff who will give them to the judge;
 - d. write down the answers you agree on;
 - e. get the signatures for the verdict certificate; and
 - f. notify the bailiff that you have reached a verdict.

· Do you understand the duties of the presiding juror? If you do not, please tell me now.

Instructions for Signing the Verdict Certificate:

- 1. Unless otherwise instructed, you may answer the questions on a vote of five jurors. The same five jurors must agree on every answer in the charge. This means you may not have one group of five jurors agree on one answer and a different group of five jurors agree on another answer.
 - 2. If five jurors agree on every answer, those five jurors sign the verdict.

If all six of you agree on every answer, you are unanimous and only the presiding juror signs the verdict.

- 3. All jurors should deliberate on every question. You may end up with all six of you agreeing on some answers, while only five of you agree on other answers. But when you sign the verdict, only those five who agree on every answer will sign the verdict.
- 4. There are some special instructions before Questions 3, 4, 25, 26, 31, 32, 37, and 38 explaining how to answer those questions. Please follow the instructions. If all six of you answer those questions, you will need to complete a second verdict certificate for those questions.

Do you understand these instructions? If you do not, please to me now,

JUDGE/PRESIDING

Verdict Certificate

Check one:	
Our verdict is unanimous. All six of presiding juror has signed the certificate for all six	of us have agreed to each and every answer. The x of us.
Signature of Presiding Juror	Printed Name of Presiding Juror
Our verdict is not unanimous. Five have signed the certificate below.	of us have agreed to each and every answer and
Signature	Name Printed
1. Kan	RANDY GOUT
2. Julie Almoz 3 Dolla Milley	Book Miller
5. Advante Driefy	Stacy worack Grovanna Palegura
If you have answered Question No. 4, 26, 37	2, and 38, then you must sign this certificate also.
Additional C	Certificate
I certify that the jury was unanimous in a agreed to each of the answers. The presiding juror h	nswering the following questions. All six of us has signed the certificate for all six of us.
Questions 3, 25, 31, and 37 and 4, 26, 32, a	and 38.
may	Chaquila Sanders
Signature of Presiding Jurof	Printed Name of Presiding Juror
· ·	

Verdict Certificate

	1 42 0101 0	D1 131101110
Check one:		
Our verdict is unani presiding juror has signed the certi		of us have agreed to each and every answer. The x of us.
Signature of Presiding Juro	or	Printed Name of Presiding Juror
Our verdict is not un have signed the certificate below.	nanimous. Five	of us have agreed to each and every answer and
Signature	İ	Name Printed
1.Ran Da	1	RANDY GOLT
2. Julie & l	miz	Irelsie Alvancz
3 Bolds M	Elley	Bobal Miller
4.	· · · · · · · · · · · · · · · · · · ·	Stacey Worack
5. Suring	ivery	Grovanna Radegurz
If you have answered Questi	ion No. 4, 26, 3	2, and 38, then you must sign this certificate also.
	Additional (Certificate
I certify that the jury was a greed to each of the answers. The p	nanimous in a presiding juror l	nswering the following questions. All six of us has signed the certificate for all six of us.
Questions 3, 25, 31, and 37	and 4, 26, 32,	and 38.
Signature of residing Juro		Chaquila Sanders Printed Name of Presiding Juror
/		U



April 4, 2018

JEFFREY S. LEVINGER
Board Certified Civil Appellate Law
Texas Board of Legal Specialization

By E-Mail

Van H. Beckwith Baker Botts L.L.P. 2001 Ross Avenue, Suite 700 Dallas, TX 75201

Re: No. PR-11-3238-1; In re Estate of Max D. Hopper; Jo N. Hopper v. JPMorgan Chase

Bank, et al..; in the Probate Court No. 1 of Dallas County, Texas

Dear Van:

This Rule 11 letter will confirm that Laura Wassmer, Stephen Hopper, the Estate of Max Hopper, and JPMorgan Chase Bank, N.A. have agreed to settle this case based on the confidential terms set forth in the email communication between Robert Sacks and me dated April 3 and 4, 2018. Laura Wassmer, Stephen Hopper, and the Estate agree to withdraw their Motion for Judgment and the hearing set on it for April 5-6, 2018, and the parties shall announce this settlement to the Court. I would appreciate it if you would sign this letter below to signify your acceptance of it.

Sincerely.

Jeffrey/S. Levinger

Counsel for Laura Wassmer, Stephen Hopper, and the Estate

of Max Hopper

JL/rh Enclosure

AGKEED

Van H. Beckwith

Counsel for JPMorgan Chase Bank, N.A.

LAW OFFICES OF JAMES E. PENNINGTON

A PROFESSIONAL CORPORATION 900 JACKSON STREET, SUITE 440 DALLAS, TEXAS 75202-4473

JAMES E. PENNINGTON LICENSED IN TEXAS AND COLORADO PHONE (214) 741-3022 FAX (214) 741-3055 E-MAIL Jep@Jeplawver.com

April 5, 2018

VIA EMAIL: blauten@brianlauten.com

Brian P. Lauten Brian Lauten, P.C. 3811 Turtle Creek Blvd. Suite 1450 Dallas, Texas 75219

Re: Case No. PR-11-3238-1; In re: Estate of Max Hopper, Deceased, Jo N. Hopper v. JP Morgan Chase Bank, N.A., et al., in the Probate Court of Dallas County, Texas.

Brian:

As you know, I represent Dr. Stephen Hopper and Laura Wassmer in connection with a dispute that has developed involving your clients, Anthony Vitullo and Fee, Smith, Sharp & Vitullo, LLP. Please be advised that my clients have decided to terminate their relationship with Mr. Vitullo, Fee, Smith, Sharp & Vitullo, LLP and John Malesovas. Their decision to terminate this relationship is based on a number of factors, which are too numerous to set forth herein. However, I provided you with a brief summary of those reasons yesterday during our call and suggested we meet in person to discuss this in more detail. Ultimately, as a result of several issues that were discovered by Jeff Levinger, the appellate lawyer retained to handle the appeal of the jury's verdict, my clients decided to settle the case with JP Morgan Chase. Most, if not all of these issues, were caused by your clients' omissions before and during trial, such as failing to present expert testimony and several jury charge issues which would have made an appeal very difficult for my clients. Additionally, I discovered a number of facts, some of which I outlined during our call, which indicate that the contingency fee agreement is probably not enforceable and which show that - even if it is enforceable - your clients breached the agreement. As a result, I am notifying you that my clients are - effective immediately -- terminating their relationship with Mr. Vitullo, Fee, Smith, Sharp & Vitullo, LLP and Mr. Malesovas and his firm. It is unclear to me whether you are representing Mr. Malesovas or his firm. Please advise, so that I can notify Mr. Malesovas if needed.

At this time, I am requesting your clients to provide me with their entire file regarding their representation of my clients. Although your clients have previously provided me with



EXHIBIT by S Brian Lauten April 5, 2018 Page 2

portions of the file, the files which were provided are not complete and were not provided in the manner in which they were originally maintained by the firm. I am not suggesting anything improper about the manner in which the files were previously produced. However, I am pointing this out to emphasize the importance of making sure that I receive the complete file in the same manner that it was maintained by your clients. You may provide the electronic files on a portable hard drive and have this device, along with the physical files, delivered to my office.

Finally, as I indicated during our call, my clients are willing to discuss a resolution of the attorney's fees related to your clients' representation, so give this some more thought and let me know if you have a proposal. In the meantime, I will instruct Mr. Levinger to retain a percentage of the settlement in his trust account until this matter is resolved. Thank you for your anticipated cooperation. If you have any questions, please feel free to give me a call.

Sincerel

James E. Pennington

LAW OFFICES OF JAMES E. PENNINGTON

A Professional Corporation 900 Jackson Street, Suite 440 Dallas, Texas 75202-4473

JAMES E. PENNINGTON LICENSED IN TEXAS AND COLORADO PHONE (214) 741-3022 FAX (214) 741-3055 E-MAIL Jep@Jeplawyer.com

April 5, 2018

VIA EMAIL: john@malesovas.com jmalesovas@gmail.com

John Malesovas 1801 S. MoPac Expressway Suite 320 Austin, Texas 78746

Re: Case No. PR-11-3238-1; In re: Estate of Max Hopper, Deceased, Jo N. Hopper v. JP Morgan Chase Bank, N.A., et al., in the Probate Court of Dallas County, Texas.

Mr. Malesovas:

In the event you have not previously been advised, I have been retained to represent Dr. Stephen Hopper and Laura Wassmer in connection with a dispute that has developed involving your representation in the above-referenced matter. Please be advised that my clients have decided to terminate their relationship with you and Mr. Vitullo, and your respective law firms. Mr Vitullo was advised of this decision earlier today. The clients' decision to terminate this relationship is based on a number of factors, which are too numerous to set forth herein. Yesterday, I spoke with Mr. Vitullo's attorney, Brian Lauten, and provided him with a brief summary of those reasons and I offered to meet in person to discuss this in more detail. Ultimately, as a result of several issues that were discovered by Jeff Levinger, the appellate lawyer retained to handle the appeal of the jury's verdict, my clients decided to settle the case with JP Morgan Chase. Most, if not all of these issues, were caused by the attorneys' omissions before and during trial, such as failing to present expert testimony and several jury charge issues which would have made an appeal very difficult for my clients. Additionally, I discovered a number of facts, some of which I outlined during my call yesterday with Mr. Lauten, which indicate that the contingency fee agreement is probably not enforceable and which show that even if it is enforceable - you and/or Mr. Vitullo breached the agreement. As a result, I am notifying you that my clients are - effective immediately -- terminating their relationship with you and your law firm.

At this time, I am requesting you to provide me with your entire file regarding your representation of my clients. Please make sure that I receive the complete file in the same





John Malesovas April 5, 2018 Page 2

manner that it was maintained by you and/or your law firm. You may provide the electronic files on a portable hard drive and have this device, along with the physical files, delivered to my office.

Finally, as I indicated to Mr. Lauten during our call, my clients are willing to discuss a resolution of the attorney's fees related to your representation, so please discuss this with Mr. Vitullo and let me know if you have a proposal. In the meantime, I will instruct Mr. Levinger to retain a percentage of the settlement in his trust account until this matter is resolved. Thank you for your anticipated cooperation. If you have any questions, please feel free to give me a call.

Sincerely

James E. Pennington



Three Galleria Tower 13155 Noel Road Suite 1000 Dallas, Texas 75240 P 972-934-9100 F 972-934-9200

Texas Trial Attorneys

877-FEESMITH Teesmith.com

1801 S MoPac Expressway Suite 320 Austin, Texas 78746 P 512-479-8400 F 512-479-8402

lvitullo@feesmith.com

Anthony L. Vitullo 972-980-3254 Direct Dial

(Appelled 1992) 1992 1992

BY E-MAIL
Mr. John Eichman
Hunton & Williams LLP
1445 Ross Avenue, Suite 3700
Dallas. Texas 75202

EXHIBIT Sign of the state of th

Re: Stephen Hopper and Laura Wassmer v. JP Morgan Chase

October 8, 2015

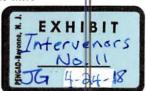
CONFIDENTIAL SETTLEMENT COMMUNICATION PROTECTED BY TRE AND FRE 408

Dear John:

In anticipation of the global mediation to occur with respect to this matter on November 9, 2015, you requested information regarding the settlement expectations of Dr. Stephen Hopper and Mrs. Laura Wassmer (the "Children").

I begin by reference to the fee letter agreement (the "Fee Agreement") dated April 15, 2010 between the Children, Mrs. Jo Hopper and JPMorgan Chase Bank (the "IA"). On the Estate Settlement Services fee schedule (the "Fee Schedule") attached to the Fee Agreement, reference is made that additional fees are charged for litigation regarding according to an "Additional Services Fee Schedule." We have no evidence that such Additional Services Fee Schedule was ever provided to or agreed to by the Children. The Fee Schedule also references that attorney fees are an expense of the estate and are in addition to the estate settlement fees.

While the Children do not dispute that the IA is entitled to reimbursement of reasonable legal fees and expenses from the estate assets, the level of legal fees and expenses paid from the estate in this matter (in large part paid to Hunton & Williams) is anything but reasonable. Given that the Second Amended Inventory reflects total estate assets of approximately \$10 million, the in excess of \$2 million in legal fees and expenses paid from the estate assets represents more than 20% of the value of the estate. The IA has breached its fiduciary duties to safeguard estate assets and appears to have made no effort whatsoever to monitor or mitigate the fees and expenses generated by its legal counsel. Of the approximately \$2 million in legal fees and expenses incurred, roughly 50% of such fees and expenses were incurred with respect to general estate administration matters (a significant portion of which were incurred during periods of time



when there were no material litigation activities). The Children believe that the evidence will ultimately show that the IA delegated to its legal counsel many of the duties that it should have performed itself in consideration for its account administration fee.

It should be noted that over \$1 million in legal fees were incurred by the IA to deal with the "Robledo Issue". The Children are seeking legal recourse against Gary Stolbach, Mark Enoch and Glast Phillips for the recovery of those legal fees and they are not seeking those legal fees from the IA in this matter.

The Children also have numerous complaints regarding the quality of services performed by the IA and/or its legal counsel and accountants. For example:

- The IA improperly calculated the cost basis for the estate assets which, if such matter had not been brought to the IA's attention by the Children's prior counsel, would have resulted in material adverse tax consequences to the Children.
- Similarly, numerous other tax filings with respect to the estate were filed incorrectly, late or not at all, resulting in additional material adverse tax consequences to the Children.
- The IA failed to timely and properly appraise the property of the Estate of Max Hopper.
- The IA failed to timely and properly secure the records of Sarah Williamson.
- The IA failed to disclose its prior special business arrangement with Jo Hopper that allowed Jo Hopper to be charged less then the Children for equivalent services. This constituted a conflict of interest.
- The IA allowed Hunton and Williams to perform services that the IA should have performed under the services agreement which increased the cost of the administration of the Estate of Max Hopper
- The IA did not properly account for distributions that were made to Jo Hopper related to the Gartner Inc. stock, Instantis stock, Insight Venture Partners, Innophos Holdings, and Bain Capital and other property
- The IA improper distribution and administration of the Pollack Property
- The IA improper retention of over \$800,000 in assets without distributing the same
- The IA improperly charged fees to the Children that should have also been charged to Jo Hopper

In light of the foregoing, the Children seek reimbursement of \$1.2 million of the legal fees and expenses deducted from the estate assets by the IA. The Children further seek and demand attorney fees in the amount of \$480,000.00 which represents 40% of the \$1.2 million in damages. Therefore the Children currently demand \$1,680,000 for full and final settlement against JP Morgan Chase.

You previously stated that the IA is due account administration fees in the aggregate amount of \$266,825. However, based on the second amended inventory, the value of the estate assets was only \$10 million. Accordingly, the IA's account administration fee is only \$220,000, and \$10.000 of the \$230,000 previously deducted from the estate should be refunded by the IA.

Mrs. Jo Hopper should reimburse the estate for her fair share of third party expenses incurred with respect to her community property. While we have not conducted a complete analysis of this item, based on your previous statements we believe that amount to be not less than \$80,000.

All cash and any other assets remaining in the estate must be distributed.

Any settlement is conditioned upon also obtaining a complete and final settlement between the Children and Mrs. Jo Hopper.

This settlement demand will expire at 5:30pm CST on November 10, 2015.

Please also find the enclosed deposition notice of a corporate representative of JP Morgan Chase. Obviously I am willing to work with you on the dates but I wanted to get this notice to you as soon as possible so that you can start working on identifying the appropriate witness. Please let me know if you have an alternative date for the deposition if this date does not work.

Should you have any question, comments or concerns, please do not hesitate to contact me regarding this matter.

Very truly yours,

FEE, SMITH, SHARP & VITULLO, L.L.P.

Anthony L. Vitullo

ALV/MS

----Original Message----

From: Stephen Hopper [mailto:dr.hopper@me.com]

Sent: Monday, January 25, 2016 8:19 PM

To: Anthony "Lenny" Vitullo Subject: Conference call

Lenny, I completely understand your reaction to Laura's email and can only conclude that her email was coming from, as she said her fear and anxiety. I do not question your commitment to our case and I'm well aware that you are the only person who has steered us through this "quagmire". I also know that there is no other attorney who would have touched this. Regardless of the outcome, I will always be grateful for the support you have given me over the past several years and I recognize that you have done this without charge. Please know you will always have my thanks. I am sorry that you had to question that today.

Stephen Hopper





CAUSE NO. PR-11-3238-1

IN RE: ESTATE OF MAX D. HOPPER, DECEASED	80 60 60 80 60 60	IN THE PROBATE COURT
JO N. HOPPER	- §	
Plaintiff,	§	NO. 1
ν,	§	
JPMORGAN CHASE BANK, N.A.	§	
STEPHEN B. HOPPER, LAURA S.	§	
WASSMER, AND QUAGMIRE, LLC,	§	
Defendants.	§	DALLAS COUNTY, TEXAS

ORDER GRANTING PLAINTIFF'S MOTION FOR LEGAL RULINGS REGARDING ATTORNEYS' FEES FOR DECLARATORY JUDGMENT CLAIMS

On January 4, 2018, came on to be considered *Plaintiff's Motion for Legal Rulings Regarding Attorneys' Fees for Declaratory Judgment Claims* ("Motion"), filed in the above-styled action. After duly considering the Motion, the pleadings on file, the authorities, the arguments of counsel, and the trial record in this case, including but not limited to the jury's answer to the jury charge, this Court hereby GRANTS this Motion and finds that:

- (A) An award of attorneys' fees to Plaintiff Jo N. Hopper ("Plaintiff") against JPMorgan Chase Bank, N.A. (the "Bank") in the amount of \$4.052.035.00 incurred in connection with the Robledo claims (as that term is defined in Question 12 of the jury charge) is equitable and just;
- (B) An award of attorneys' fees to Plaintiff in the amount of \$0 against Stephen B. Hopper and Laura S. Wassmer, individually, jointly and severally (collectively, the "Heirs") incurred in connection with the Robledo claims (as that term is defined in Question 12 of the jury charge) is equitable and just:



AINTIFF'S MOTION FOR LEGAL RULINGS
ATTORNEYS' FEES FOR DECLARATORY JUDGMENT CLAIMS

PAGE 1



An award of attorneys' fees and expenses to Plaintiff in the amount of (C) \$1,469,828.00 against the Bank incurred in connection with obtaining a ruling that Jo Hopper does not owe the Estate any money for attorneys' fees (as described in Question 13 of the jury

charge) is equitable and just; and

In the event the Bank files an appeal of the final judgment entered in this matter (D) with respect to Plaintiff's declaratory judgment claims as described in Questions 12 and 13 of the jury charge, an award of the following attorneys' fees would be equitable and just: \$200,000 in the event of an appeal to the court of appeals, \$50,000 in the event of a petition for review filed with the Texas Supreme Court, \$75,000 in the event of briefing at the merits stage of a petition for review in the Texas Supreme Court, and \$50,000 for preparation and presentation of oral argument to the Texas Supreme Court and completion of appellate proceedings for appellate fees.

SO ORDERED on this 35 day of Mach, 2018.

REGARDING ATTORNEYS' FEES FOR DECLARATORY JUDGMENT CLAIMS

From: Jeffrey S Levinger [mailto:jlevinger@levingerpc.com]

Sent: Tuesday, April 03, 2018 5:12 PM

To: Anthony "Lenny" Vitullo; John Malesovas - Malesovas

Subject: jury questions 43 and 44.

The bank's JNOV brief on liability makes a fairly big deal out of the jury's answers to Questions 43 and 44 relating to the reasonableness and necessity of its own fees and expenses relating to its defense of the removal action (about \$1.2 million) and its management of the estate after December 7, 2015 (about \$685,000). I previously had not focused much on those findings. What's our best argument about why those findings shouldn't matter?

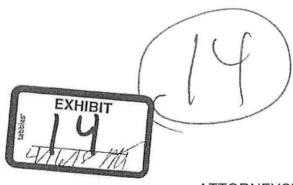
JEFFREY S. LEVINGER



LI WINGSER DO

1445 ROSS AVENUE | SUITE 2500 | DALLAS, TEXAS 75202 P 214.855.6817 | F 214.855.6808 | E jlevinger@levingerpc.com | www.levingerpc.com

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ATTORNEYS' EXHIBIT NO. 70 PAGE 1 of 1



From: Laura Wassmer [mailto:lhoppv@gmail.com]

Sent: Monday, January 25, 2016 8:26 PM To: Anthony "Lenny" Vitullo; James Bell

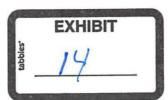
Cc: Steve Hopper

Subject: Response to Declatory Action

Lenny, thank you for taking the time to call tonight—our conversation was helpful. Again, I apologize for coming across as ungrateful for all you are doing and for taking my frustration with Jo out on you. I know that you, James and the entire team are working hard for us. I'm scared and just needed some added reassurance. As Steve mentioned, I think getting some additional response to our emails to know if we are on the right track or not would be helpful. I don't know if anything below would be helpful—just some notes I jotted down as I read through the declaratory action. Please let me know if there is any additional information I can provide. Thanks again! Laura

Response to Declatory Action





LAW OFFICES OF JAMES E. PENNINGTON

A PROFESSIONAL CORPORATION 900 JACKSON STREET, SUITE 440 DALLAS, TEXAS 75202-4473

JAMES E. PENNINGTON LICENSED IN TEXAS AND COLORADO PHONE (214) 741-3022 FAX (214) 741-3055 E-MAIL Jep@Jeplawyer.com

April 6, 2018

VIA EMAIL: john@malesovas.com jmalesovas@gmail.com

John Malesovas 1801 S. MoPac Expressway Suite 320 Austin, Texas 78746

VIA EMAIL: blauten@brianlauten.com

Brian P. Lauten Brian Lauten, P.C. 3811 Turtle Creek Blvd. Suite 1450 Dallas, Texas 75219

Re: Case No. PR-11-3238-1; In re: Estate of Max Hopper, Deceased, Jo N. Hopper v. JP Morgan Chase Bank, N.A., et al., in the Probate Court of Dallas County, Texas.

Gentlemen:

This letter is in response to Mr. Lauten's email today regarding his notice of lien, and Mr. Malesovas' April 6, 2018 letter, and his Petition in intervention. I don't intend to respond to all of the various allegations and legal doctrines in your papers -- the only thing we all agree on at this point is that a dispute exists.

Rule 1.14 of the Texas Disciplinary Rules of Professional Conduct governs this dispute. Under that rule, the disputed portion of any funds is to remain in a lawyer's trust account or escrow account until the dispute is resolved. I have repeatedly assured Mr. Lauten that all settlement funds will be placed into Mr. Levinger's trust account and that the amount of disputed fees will not be disbursed until this dispute is resolved. My clients intend to fully comply with the requirements of Rule 1.14. The clients understand that you both claim a 45% interest in the settlement. Although we dispute this amount, Mr. Levinger is willing to retain 45% of the settlement in his trust account until this matter is resolved. Additionally, we will agree to retain a



John Malesovas/Brian Lauten April 6, 2018 Page 2

sufficient amount to cover any expenses you have incurred in representing the clients. However, I need to know the amount of any such expenses, so please let me know this amount.

If you are unwilling to agree to the disputed portion being deposited into Mr. Levinger's trust account, then let me know if you are willing to agree to these funds being deposited into my trust account or with an independent escrow agent. Thank you for your anticipated cooperation. If you have any questions, please feel free to give me a call.

Sincerely

James E. Pennington