

**In Re:** § **In the Probate Court No. 1**  
§  
§ **of**  
§  
**TEL Offshore Trust** § **Travis County, Texas**

**Attorney Ad Litem’s Motion To Retain  
Bruce Wallace as Consulting Expert**

Glenn M. Karisch (“Ad Litem”), who has been appointed attorney ad litem by this Court to represent the interests of the unit holders of TEL Offshore Trust (the “Trust”) who were served by publication and did not answer or appear in this proceeding (collectively referred to as the “AAL Parties”), files this motion for the court to authorize Ad Litem to retain Bruce Wallace as a consulting expert.

1. Ad Litem has filed Attorney Ad Litem’s Original Petition as Realigned Plaintiff (the “Petition”) on behalf of the AAL Parties against The Bank of New York Mellon Trust Company, N. A., as Corporate Trustee, and Gary C. Evans, Jeffrey S. Swanson, and Thomas H. Owen, Jr., as Individual Trustees (collectively, the “Trustees”) seeking an accounting, and asserting claims for breach of fiduciary duties, negligence, gross negligence, reckless indifference, intentional conduct and bad faith in connection with administering the Trust.

2. The claims in the Petition involve issues related to the proper conduct of trustees in administering trusts. Bruce Wallace is an attorney from Houston who has decades of experience working for a corporate fiduciary in connection with administration of trusts, including trusts similar to the Trust in this case. Attached as Exhibit A is his resume. Ad Litem believes that, for him to properly represent the interests of the AAL Parties, it is necessary to

retain Mr. Wallace's services as a consulting expert, with the possibility that he may later be designated as a testifying expert.

3. Attached as Exhibit B is a copy of the proposed contract for services of Eggleston & Briscoe, LLP ("Eggleston") regarding Mr. Wallace's services. Ad Litem has reviewed the contract for services and agreed to its terms, but subject to the approval of the Court. Ad Litem asks the Court to approve the contract for services.

4. Ad Litem believes that retention of Bruce Wallace as a consulting expert and payment of his fees and expenses are reasonable and necessary. He also believes that it is equitable and just to order that these fees and expenses be paid from the segregated account holding the sales proceeds during the pendency of this proceeding pursuant to the Final Judgment and Order dated January 15, 2016, in Cause No. C-1-PB-16-000096 (the "Judgment"), subject to reallocation as may seem equitable and just at the conclusion of this proceeding.

5. The Court has authority to grant the relief requested in this motion under Sections 114.064, 115.001 and 115.014 of the Texas Trust Code.

### **Prayer**

Ad Litem prays that the Court will authorize Ad Litem to retain Bruce Wallace as consulting expert and, is later so designated, as testifying expert, that the Court will approve the contract for services with Eggleston attached to this motion, that the Court will order the Trustees to pay the fees and expenses approved by the Court from the segregated account referenced above during the pendency of this proceeding subject to reallocation as may seem equitable and just at the conclusion of this proceeding, and that the Court will grant such other and further relief to which Ad Litem justly may be entitled.

Respectfully submitted,

SCOTT DOUGLASS & McCONNICO LLP  
303 Colorado Street, Suite 2400  
Austin, Texas 78701  
(512) 495-6300 Telephone  
(512) 495-6399 Facsimile

By: /s/ Daniel C. Bitting  
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**Attorneys For Attorney Ad Litem**

THE KARISCH LAW FIRM, PLLC

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**Attorney Ad Litem**

**CERTIFICATE OF SERVICE**

I hereby certify that, by October 20, 2016, a true and correct copy of the foregoing has been served or will be served in accordance with the Court's orders regarding service dated September 28, 2015 and January 21, 2016.

/s/Daniel C. Bitting  
Daniel C. Bitting

# **EXHIBIT A**

**R. BRUCE WALLACE**  
4800 Three Allen Center, 333 Clay St.  
Houston, Texas 77002

713-659-5100 (O)

rbw@egglestonbriscoe.com

713-301-1051 (C)

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## EXECUTIVE SUMMARY

My experience in the trust and banking industry began with Texas Commerce Bank in 1976, managing fiduciary relationships with significant oil and gas holdings. I held management responsibility for the Real Estate and Oil and Gas Group for over twenty years. In 1988, I assumed the role of Chief Administrative Officer for the Trust Department, where I was responsible for oversight of fiduciary policy as well as the acquisition and business integration of multiple bank and trust company mergers into Texas Commerce and JPMorgan Bank. In 1993, I was named to the management group responsible for creating the Private Bank for JPMorgan in Texas. Following the JPMorgan merger with Chase, I served as the Private Bank's Chief Operating Officer for the central and southeastern United States. In addition to these roles, I served as President of Matagorda Oil Company, a closely held corporation, and Trinity Petroleum, a publicly traded energy company.

## PROFESSIONAL EXPERIENCE

**EGGLESTON & BRISCOE, LLP, Houston, Texas** **2008 - Present**

**JPMORGAN PRIVATE BANK, Houston, Texas** **1976 – 2007**  
*Managing Director*

*Chief Operating Officer, Central Region* (Midwest, Texas, Southeast & Florida) 2000 - 2007  
Responsible for strategic and tactical planning of twelve offices with revenue exceeding \$350 million. Merger of Chase and JPMorgan in 2001 provided opportunity to redefine Private Bank business model, particularly in Texas, with need to move from affluent to ultra high net worth asset management platform.

*Chief Administrative Officer, Texas Private Bank* 1993 - 2000  
Selected as member of Executive Team formed to create Private Bank in Texas by combining five separate lines of business (Trust, Brokerage, Investment Management, Professional and Executive Lending, Real Estate and Mineral Management, Risk Management).

*Chief Administrative Officer, Texas Trust Department* 1988 - 1998  
Led acquisition and business integration efforts for Trust Division of Texas Commerce Bank. Responsible for oversight of due diligence teams reviewing investment management, personal, institutional and corporate trust. Led integration teams for each line of business including implementation of new management structure and evaluation and placement of personnel. Served as chairman of Trust Investment Committee, Account Investment Review Committee, Trust Acceptance Committee and Risk Management Committee.

*Manager, Real Estate & Mineral Management Group* 1981 – 2000  
Managed 100-person group charged with oversight of Private Bank client real estate and oil and gas investments.

*President, Matagorda Oil Corporation* 1985 - 2002  
Wholly owned subsidiary of Texas Commerce Bank charged with managing substantial oil and gas holdings. Managed liquidation of Company in 1999-2000.

**TRINITY PETROLEUM CORPORATION** **1992 - 2007**  
*President*

Publicly traded Energy Company formed in 1950.

## EDUCATION

**Doctor of Jurisprudence**, South Texas College of Law  
**Bachelor of Arts**, University of Texas at Austin

# **EXHIBIT B**

**EGGLESTON & BRISCOE, LLP**

A LIMITED LIABILITY PARTNERSHIP

ATTORNEYS AT LAW

4800 Three Allen Center  
333 Clay Street  
Houston, Texas 77002

September 9, 2016

Telephone (713) 659-5100  
Facsimile (713) 951-9920  
rbw@egglesonbriscoe.com

R. BRUCE WALLACE  
OF COUNSEL

Glenn M. Karisch  
The Karisch Law Firm, PLLC  
301 Congress Avenue, Suite 1910  
Austin, Texas 78701

Re: In Re Tel Offshore Trust  
Cause No. C-1-PB-14-001245

Dear Mr. Karisch:

Thank you for the opportunity to serve as an expert witness in the litigation matter referenced above ("Matter"). I understand that you are the attorney ad litem for the unit holders of TEL Offshore Trust (the "Trust") who were served by publication and did not answer or appear in this proceeding and that you are engaging me in that capacity. As ad litem, I understand that you may agree to the terms of this letter, but these terms and my retention as expert witness is subject to approval of the Court. You, in your capacity as ad litem, are the "Client."

It has been my experience that clients find it helpful to set forth, at the outset of the engagement, my role as an expert witness. That is the purpose of this letter. I have attached a copy of my resume for your information and review.

**Scope of Engagement**

Subject to the terms of this engagement letter, I will serve as a consulting expert witness in this Matter and provide input, including reports, based on my experience which encompasses nearly forty years as a private banker and fiduciary officer, managing litigation, complex transactions and large fiduciary relationships for both institutions and high net worth individuals. If desired, I also will serve as a testifying expert witness, including providing deposition testimony and trial testimony. If the Client determines that it needs to engage my services as an expert witness on additional legal matters, this engagement letter will apply to those matters as well, unless superseded by another engagement letter as to those matters.

**Cooperation**

In order to enable me to effectively render the expert services contemplated by this Agreement, the Client and its representatives must: (i) cooperate by providing such documents and information as may be available, (ii) disclose fully and accurately all relevant facts, and (iii)

Glenn M. Karisch  
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keep me informed of all developments relating to the Lawsuit. I must rely on the accuracy and completeness of the facts and information the Client and its representatives provide to fully and accurately develop and provide expert reports and testimony in this Matter.

### **Fees**

In the course of my engagement, I will charge for all time spent in representing the Client's interests, including by way of illustration the review of documents and correspondence, preparation of pleadings and correspondence, telephone and office conferences with the Client and its representatives, telephone and office conferences between attorneys, factual investigation and legal research.

My rate for serving as an expert witness is \$600.00 per hour. In addition, it may be appropriate to utilize paralegal personnel to assist in the gathering of information necessary to provide the services contemplated by this Agreement. My firm's paralegal charges are currently billed at \$115.00 per hour.

### **Other Charges**

In addition to fees for time, there will be other charges for items incident to the performance of the services provided under this Agreement, such as travel, photocopying, messengers, long-distance telephone calls, facsimile transmissions, postage, record searches, and other costs. These charges will be included on the monthly invoice sent to the Client.

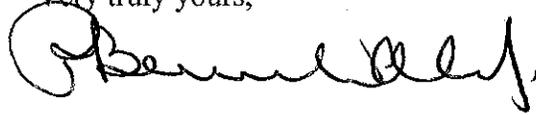
### **Billing Cycle**

The Firm's billings are based on the assumption of prompt payment. Consequently, subject to the preceding paragraph and unless other arrangements are made, fees for services and other charges will be billed monthly, usually on or before the 10<sup>th</sup> day of each month, and are payable within twenty (20) days of receipt by the Client. The Firm shall bill the Client for (1) all time spent during the preceding month, describing in reasonable detail the specific work performed, and (2) all expenses incurred during the preceding month. You agree to submit the Firm's fees and expenses to the Court for approval at regular intervals. It is understood and agreed that fees and expenses will be paid only to the extent they are approved by the Court and only to the extent the Client receives payment of the court-approved fees and expenses from the party ordered to pay them. You are not personally liable for paying the Firm's fees and expenses.

Please let me know if you have any questions. I am pleased to have this opportunity to be of service and to work with you. If the terms of this letter are acceptable, please sign below.

Glenn M. Karisch  
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Very truly yours,

A handwritten signature in black ink, appearing to read "R. Bruce Wallace, Jr.", written in a cursive style.

R. Bruce Wallace, Jr.

Agreed and Approved (subject to Court approval):

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Glenn M. Karisch, Attorney Ad Litem