

JUDGE SWAIN CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided in local rules of court. This form, approved by the Judicial Conference of the United States in September 1995, is required for use of the Clerk of Court for the purpose of initiating the civil docket sheet.

14 CV 8597 OCT 28 2014

PLAINTIFFS

WALLACE WOOD PROPERTIES, LLC

DEFENDANTS

TATJANA WOOD

ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)
Jena Tiernan, Pepper Hamilton LLP, The New York Times Building, 37th
Floor, 620 Eighth Avenue, New York, NY 10018-1405

ATTORNEYS (IF KNOWN)

CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE)
(DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

Conversion; replevin; Title 28 U.S.C. § 1332(a)(1)

Has this action, case, or proceeding, or one essentially the same been previously filed in SDNY at any time? No ☒ Yes ☐ Judge Previously Assigned

If yes, was this case Vol. ☐ Invol. ☐ Dismissed. No ☐ Yes ☐ If yes, give date _____ & Case No. _____

IS THIS AN INTERNATIONAL ARBITRATION CASE? No ☒ Yes ☐

(PLACE AN [x] IN ONE BOX ONLY)

NATURE OF SUIT

TORTS

ACTIONS UNDER STATUTES

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- ☐ 120 MARINE
- ☐ 130 MILLER ACT
- ☐ 140 NEGOTIABLE INSTRUMENT
- ☐ 150 RECOVERY OF OVERPAYMENT & ENFORCEMENT OF JUDGMENT
- ☐ 151 MEDICARE ACT
- ☐ 152 RECOVERY OF DEFAULTED STUDENT LOANS (EXCL VETERANS)
- ☐ 153 RECOVERY OF OVERPAYMENT OF VETERAN'S BENEFITS
- ☐ 160 STOCKHOLDERS SUITS
- ☐ 190 OTHER CONTRACT
- ☐ 195 CONTRACT PRODUCT LIABILITY
- ☐ 196 FRANCHISE

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- ☐ 310 AIRPLANE
- ☐ 315 AIRPLANE PRODUCT LIABILITY
- ☐ 320 ASSAULT, LIBEL & SLANDER
- ☐ 330 FEDERAL EMPLOYERS' LIABILITY
- ☐ 340 MARINE
- ☐ 345 MARINE PRODUCT LIABILITY
- ☐ 350 MOTOR VEHICLE
- ☐ 355 MOTOR VEHICLE PRODUCT LIABILITY
- ☐ 360 OTHER PERSONAL INJURY
- ☐ 362 PERSONAL INJURY - MED MALPRACTICE

PERSONAL INJURY

- ☐ 367 HEALTHCARE/ PHARMACEUTICAL PERSONAL INJURY/PRODUCT LIABILITY
- ☐ 365 PERSONAL INJURY PRODUCT LIABILITY
- ☐ 368 ASBESTOS PERSONAL INJURY PRODUCT LIABILITY

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- ☐ 625 DRUG RELATED SEIZURE OF PROPERTY
- ☐ 21 USC 881
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PERSONAL PROPERTY

- ☒ 370 OTHER FRAUD
- ☐ 371 TRUTH IN LENDING

- ☐ 380 OTHER PERSONAL PROPERTY DAMAGE
- ☐ 385 PROPERTY DAMAGE PRODUCT LIABILITY

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- ☐ 463 ALIEN DETAINEE
- ☐ 510 MOTIONS TO VACATE SENTENCE
- ☐ 28 USC 2255
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- ☐ 535 DEATH PENALTY
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- ☐ 550 CIVIL RIGHTS
- ☐ 555 PRISON CONDITION
- ☐ 560 CIVIL DETAINEE CONDITIONS OF CONFINEMENT

LABOR

- ☐ 710 FAIR LABOR STANDARDS ACT
- ☐ 720 LABOR/MGMT RELATIONS
- ☐ 740 RAILWAY LABOR ACT
- ☐ 751 FAMILY MEDICAL LEAVE ACT (FMLA)
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- ☐ 462 NATURALIZATION APPLICATION
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FEDERAL TAX SUITS

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- ☐ 871 IRS-THIRD PARTY
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- ☐ 400 STATE REAPPORTIONMENT
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- ☐ 480 CONSUMER CREDIT
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- ☐ 890 OTHER STATUTORY ACTIONS
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- ☐ 893 ENVIRONMENTAL MATTERS
- ☐ 895 FREEDOM OF INFORMATION ACT
- ☐ 896 ARBITRATION
- ☐ 899 ADMINISTRATIVE PROCEDURE ACT/REVIEW OR APPEAL OF AGENCY DECISION
- ☐ 950 CONSTITUTIONALITY OF STATE STATUTES

Check if demanded in complaint:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DO YOU CLAIM THIS CASE IS RELATED TO A CIVIL CASE NOW PENDING IN S.D.N.Y.? IF SO, STATE:

DEMAND \$⁰ OTHER JUDGE DOCKET NUMBER

Check YES only if demanded in complaint

JURY DEMAND: ☒ YES ☐ NO

NOTE: You must also submit at the time of filing the Statement of Relatedness form (Form IH-32).

(PLACE AN x IN ONE BOX ONLY)

ORIGIN

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from (Specify District) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judge Judgment
- ☐ a. all parties represented ☐ b. At least one party is pro se.

(PLACE AN x IN ONE BOX ONLY)

BASIS OF JURISDICTION

IF DIVERSITY, INDICATE CITIZENSHIP BELOW.

- ☐ 1 U.S. PLAINTIFF ☐ 2 U.S. DEFENDANT ☐ 3 FEDERAL QUESTION (U.S. NOT A PARTY) ☒ 4 DIVERSITY

CITIZENSHIP OF PRINCIPAL PARTIES (FOR DIVERSITY CASES ONLY)

(Place an [X] in one box for Plaintiff and one box for Defendant)

CITIZEN OF THIS STATE	PTF [] 1	DEF [x] 1	CITIZEN OR SUBJECT OF A FOREIGN COUNTRY	PTF DEF [] 3 [] 3	INCORPORATED and PRINCIPAL PLACE OF BUSINESS IN ANOTHER STATE	PTF DEF [x] 5 [] 5
CITIZEN OF ANOTHER STATE	[] 2	[] 2	INCORPORATED or PRINCIPAL PLACE OF BUSINESS IN THIS STATE	[] 4 [] 4	FOREIGN NATION	[] 6 [] 6

PLAINTIFF(S) ADDRESS(ES) AND COUNTY(IES)

101 West 74th Street, Apt. 5E
New York, New York 10023
New York County

DEFENDANT(S) ADDRESS(ES) AND COUNTY(IES)

3300 Segovia Street
Coral Gables, Florida 33134
Miami-Dade County

DEFENDANT(S) ADDRESS UNKNOWN

REPRESENTATION IS HEREBY MADE THAT, AT THIS TIME, I HAVE BEEN UNABLE, WITH REASONABLE DILIGENCE, TO ASCERTAIN RESIDENCE ADDRESSES OF THE FOLLOWING DEFENDANTS:

Check one: THIS ACTION SHOULD BE ASSIGNED TO: ☐ WHITE PLAINS ☒ MANHATTAN
(DO NOT check either box if this a PRISONER PETITION/PRISONER CIVIL RIGHTS COMPLAINT.)

DATE

SIGNATURE OF ATTORNEY OF RECORD

10/28/2014 *Jana R. A.*

ADMITTED TO PRACTICE IN THIS DISTRICT
[] NO

☒ YES (DATE ADMITTED Mo. 02 Yr. 2011)
Attorney Bar Code # JT-6038

RECEIPT #

Magistrate Judge is to be designated by the Clerk of the Court.

MAG. JUDGE NETBURN

Magistrate Judge _____ is so Designated.

Ruby J. Krajick, Clerk of Court by _____ Deputy Clerk, DATED _____

UNITED STATES DISTRICT COURT (NEW YORK SOUTHERN)

JUDGE SWAIN

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

14 CV 8597

WALLACE WOOD PROPERTIES, LLC,
A Florida Limited Liability Company
3300 Segovia Street
Coral Gables, Florida 33134,

Plaintiff,

vs.

TATJANA WOOD,
An Individual

Defendant.

CIVIL ACTION NO. _____

JURY TRIAL DEMANDED

S.D. OF N.Y.

2014 OCT 20 11:14:04

FILED
U.S. DISTRICT COURT

COMPLAINT

Plaintiff Wallace Wood Properties, LLC ("WWP"), by and through its undersigned counsel, files this Complaint against Defendant Tatjana Wood ("Wood") to recover its property that is wrongfully and unlawfully in the possession of Defendant Wood. In support thereof, WWP alleges as follows:

PARTIES

1. Plaintiff WWP is limited liability company organized under the laws of the state of Florida with a principal place of business at 3300 Segovia Street, Coral Gables, Florida 33134. The sole member of WWP is J. David Spurlock who resides in Florida.

2. Defendant Wood is an individual who resides at [REDACTED].

JURISDICTION AND VENUE

3. Diversity Jurisdiction is proper pursuant to Title 28 U.S.C. § 1332(a)(1) as

this is an action between citizens of different states and the amount in controversy exceeds \$75,000 exclusive of interest and costs.

4. Venue is proper in this District pursuant to Title 28 U.S.C. § 1391(b)(1) & (2) because Wood is a resident of this District and the property that is the subject of the action is situated in this District.

5. Venue is also proper in this District pursuant to N.Y. CPLR § 508 because the chattel to be recovered is situated in this District.

FACTUAL BACKGROUND

6. Wallace Wood (a.k.a Wally Wood) was an American comic book writer, illustrator and publisher who is best known for his work on EC's Comics' "Mad Magazine" and Marvel Comics' "Daredevil" comic books.

7. During his life, Wallace Wood married Defendant Wood.

8. Wallace Wood and Defendant Wood were subsequently divorced.

9. Wallace Wood died on November 2, 1981 and bequeathed all of his money and assets through a Last Will and Testament (the "Will"). A true and correct copy of the Will is attached as Exhibit 1.

10. The Will provides that "[a]ll bank accounts, whether savings, checking, Certificates of Deposit, or otherwise," are bequeathed "to [his] first wife, TATJANA WOOD." See Exhibit 1, ¶ A.

11. The Will also provides that "[a]ll the rest, residue and remainder of [his] estate, inclusive of but not limited to, all furniture, equipment, jewelry and royalty rights for all writings and art work, whether published or unpublished" are bequeathed "to [his] friend, JOHN H. ROBINSON." See Exhibit 1, ¶ B.

12. On February 23, 2012, John H. Robinson – the residual beneficiary of the Will – assigned all of his interest in “the work, property, copyrights, trademark rights and royalties attributed to or due to the said Wallace Wood and/or his estate to Wallace Wood Properties, LLC [. . .]”. A true and correct copy of the Agreement of Assignment is attached as Exhibit 2.

13. WWP was established on December 22, 2011 to manage the tangible properties and intellectual property rights related to Wallace Wood’s works.

14. J. David Spurlock is the sole member and manager of WWP.

15. While working on a biography of the life of Wallace Wood called “Wally’s World,” Mr. Spurlock first became aware that Defendant Wood was in possession of approximately 150-200 pages of original artwork created by Wallace Wood (the “Artwork”).

16. Original artwork created by Wallace Wood is valued between \$2,000 and \$35,000 per page.

17. Upon information and belief, some of the Artwork was original Artwork that Marvel Comics returned in or around 2005.

18. Upon information and belief, Marvel Comics returned the original Artwork to Defendant Wood’s address because it was unaware that Wallace Wood was divorced from Defendant Wood and had moved out of their home located at [REDACTED]

[REDACTED]

19. Upon information and belief, Defendant Wood had knowledge of the terms of the Will, but failed to contact John H. Robinson, or any other representative of the residual estate, to notify him/her of her receipt of the returned Artwork.

20. After WWP became the owner of all residual portions of Wallace Wood's estate in 2012, J. David Spurlock sent a letter to Defendant Wood on behalf of WWP demanding that any original Artwork be returned to its rightful owner, WWP. A true and correct copy of the letter sent by J. David Spurlock dated March 20, 2013 is attached as Exhibit 3.

21. Mr. Spurlock met with Counsel for Defendant Wood to discuss return of the original Artwork on May 7, 2013.

22. During that meeting, Counsel for Defendant Wood explained that Defendant Wood refused WWP's demands for the return of the Artwork.

23. Having received no further communication from Defendant Wood about the Artwork, Mr. Spurlock sent a second letter to Defendant Wood, which renewed his demand that all original Artwork authored by Wallace Wood be returned to its rightful owner, WWP. A true and correct copy of the letter sent by J. David Spurlock dated October 3, 2013 is attached as Exhibit 4.

24. WWP received a response from Defendant Wood's Counsel reiterating her refusal to return the Artwork. A true and correct copy of the email sent by Defendant Wood's Counsel dated October 7, 2013 is attached as Exhibit 5.

25. Prior to Mr. Spurlock's demands on March 20, 2013 and October 3, 2013, no demand for the return of the Artwork was ever made by anyone.

COUNT I – CONVERSION

26. WWP incorporates by reference the allegations contained in the foregoing paragraphs as though fully set forth herein.

27. WWP owns and has the right to possess the Artwork by virtue of the Will and Agreement of Assignment.

28. Defendant Wood wrongfully obtained and knowingly remains in wrongful possession of WWP's Artwork, which demonstrates a willful, reckless and intentional disregard of WWP's rights.

29. By retaining wrongful possession of WWP's Artwork, Defendant Wood has willfully, recklessly and intentionally interfered with WWP's dominion and control over the Artwork, without WWP's consent, authorization and/or lawful justification, resulting in the deprivation of use and possession to which WWP is exclusively entitled.

30. Defendant Wood's intentional interference with WWP's dominion and control over the Artwork is inconsistent with WWP's rights.

31. WWP first demanded that the Artwork be returned on March 20, 2013, but that demand for return of the Artwork was refused by Defendant Wood at a meeting on May 7, 2013.

32. WWP again demanded that the Artwork be returned on October 3, 2013, but that demand for return of the Artwork was refused by Defendant Wood via electronic mail dated October 7, 2013.

33. WWP has been damaged by Defendant Wood's wrongful possession of and/or failure to relinquish the Artwork.

COUNT II – REPLEVIN

34. WWP incorporates by reference the allegations contained in the foregoing paragraphs as though fully set forth herein.

35. WWP owns and has the right to possess the Artwork by virtue of the Will and Agreement of Assignment.

36. Because Defendant Wood has no rights relating to the ownership or possession of the Artwork, WWP has superior rights over Defendant Wood to own and possess the Artwork.

37. Defendant Wood wrongfully obtained and knowingly remains in wrongful possession of WWP's Artwork.

38. By retaining wrongful possession of WWP's Artwork, Defendant Wood has willfully, recklessly and intentionally interfered with WWP's dominion and control over the Artwork, without WWP's consent, authorization and/or lawful justification, resulting in the deprivation of use and possession to which WWP is exclusively entitled.

39. Defendant Wood's intentional interference with WWP's dominion and control over the Artwork is inconsistent with WWP's rights.

40. WWP first demanded that the Artwork be returned on March 20, 2013, but that demand for return of the Artwork was refused by Defendant Wood at a meeting on May 7, 2013.

41. WWP again demanded that the Artwork be returned on October 3, 2013, but that demand for return of the Artwork was refused by Defendant Wood via electronic mail dated October 7, 2013.

42. WWP is entitled to immediate possession of the Artwork.

WHEREFORE, WWP demands judgment in its favor and against Defendant Wood, and is entitled to the following relief:

a. that Defendant Wood be enjoined and restrained from removing from the state, transferring, selling, pledging, assigning, or otherwise disposing of the Artwork until further Order of this Court because the Artwork is unique chattel;

b. that WWP be adjudged the owner of the Artwork and be entitled to immediate and exclusive possession and control of the Artwork;

c. that any Artwork in the possession of Defendant Wood be immediately returned and delivered to WWP;

d. that Defendant Wood be ordered to cooperate fully with WWP and its representatives and agents, together with the law enforcement authorities, to facilitate the orderly replevin of the Artwork, whether in her possession or in the possession of any third party, including but not limited to making a full accounting and inventory of all Artwork;

e. compensatory damages (plus interest), punitive damages, pre- and post-judgment interest, and costs; and

f. that this Court grant such further relief as it deems just and necessary under the circumstances.

Dated: October 28, 2014

Respectfully submitted,

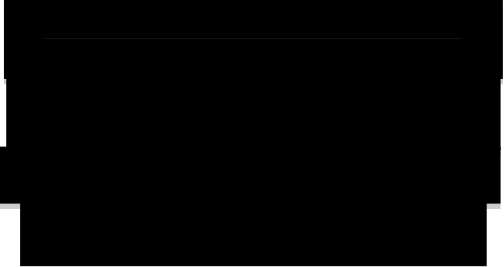
PEPPER HAMILTON LLP

By:



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The New York Times Building
37th Floor
620 Eighth Avenue
New York, New York 10018-1405
Tel: 212.808.2732
Fax: 212.286.9806
Email: tiernanj@pepperlaw.com

M. Kelly Tillery, Esq.¹
Megan M. Kearney, Esq.¹
PEPPER HAMILTON LLP

A large black rectangular redaction box covers the signature and contact information of the attorneys listed above.

¹ *Pro Hac Vice* applications to be submitted.

LAST WILL AND TESTAMENT

I, WALLACE WOOD, residing at 4184 Longbranch Road, Liverpool, New York, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking all Wills at any time heretofore made by me.

FIRST: I direct that my funeral expenses and expenses of administration be paid and taxes which may be assessed against my estate be fully paid as soon after my death as may be practicable, without apportionment to shares.

SECOND: I give and bequeath all of my estate of whatsoever nature and wheresoever situate as follows:

a) All bank accounts, whether savings, checking, Certificates of Deposit, or otherwise, to my first wife, TATJANA WOOD. In the event she shall predecease me, then this bequest shall pass to my friend, JOHN H. ROBINSON.

b) All the rest, residue and remainder of my estate, inclusive of but not limited to, all furniture, equipment, jewelry and royalty rights for all writings and art work, whether published or unpublished, to my friend, JOHN H. ROBINSON. In the event that he shall predecease me, then this bequest shall pass to my first wife, TATJANA WOOD.

THIRD: I give to my Executor, hereinafter named, without limitation, all powers granted to such fiduciary under the laws of the State of New York, in order to carry out the duties of such fiduciary.

FOURTH: I hereby appoint my friend, JOHN H. ROBINSON, as Executor of this, my Last Will and Testament, and he to serve without bond; in the event that the said JOHN H. ROBINSON predeceases me or shall otherwise fail to qualify and act, I then appoint my brother, GLENN WOOD, as Executor of this, my Last Will and Testament, also to serve without bond.

- 2 -

IN WITNESS WHEREOF, I have hereunto set my hand and seal this
24 day of OCTOBER, 1980.

Wallace Wood
Wallace Wood

WE, the undersigned, hereby certify that the foregoing instrument, was on the 24th day of October, 1980, signed, sealed, published and declared by the said WALLACE WOOD, the Testator, as and for his Last Will and Testament, in the presence of us, who in his presence and in the presence of each other have, at his request, hereunder subscribed our names as witnesses to the execution thereof, and we hereby certify that at the time of the execution thereof, we believe said Testator to be of sound and disposing mind and memory.

Name

Address

Paul M. Martin

Baldwinsville, NY

Norman J. Martin

Baldwinsville N.Y.

Certification of Copy of Document Filed with the Court

SURROGATE'S COURT OF THE STATE OF NEW YORK
ONONDAGA COUNTY

I, Ellen S. Weinstein, Esq., of the Onondaga County Surrogate's Court, a Court of Record, in the Unified Court System of the State of New York, hereby certify that the copy of the following document:

LAST WILL AND TESTAMENT OF WALLACE WOOD

is a true copy of the original document filed with or recorded in this Court and is a part of the case records maintained by the Court, the same being either a:

- (1) photographic reproduction of the original document reproduced on an office copier,
- (2) printed copy of the electronically scanned document stored in the court's computer system, or
- (3) printed reproduction of original document photocopied on microfilm.

In addition, I certify that the attached document is a correct transcript of the entire contents of the original document that was so filed or recorded.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Onondaga Surrogate's Court on June 29, 2009.



Ellen S. Weinstein, Esq.
Chief Clerk

(Facsimile signature may be used pursuant to Section 2609 of the Surrogate's Court Procedure Act)

AGREEMENT OF ASSIGNMENT

The undersigned, John H. Robinson, as the executor of the Estate of Wallace Wood (a/k/a Wallace Allan Wood, Wally Wood) having been appointed as such by the Surrogate's Court of Onondaga County, New York, on the 18th day of January, 2012 (Index #2011-1546), and John H. Robinson, as the residuary beneficiary of said Will, hereby assign, on a non-confidential basis, all of their interest in the work, property, copyrights, trademark rights and royalties attributed to or due to the said Wallace Wood and/or his estate to Wallace Wood Properties, LLC, a State of Florida limited liability company, 3300 Segovia Street, Coral Gables, Florida 33134.

In consideration of such assignment, Wallace Wood Properties, LLC, hereby agrees to furnish, without charge, to John H. Robinson, presently of 214 Daywood Avenue, Baldwinsville, New York 13027, duplicate copies of any publications made by it subsequent to the date of this assignment relating to the works of the said Wallace Wood.

This assignment is consistent with all previous agreements between John H. Robinson, William Person and J. David Spurlock and supersedes all previous agreements between them.

Agreed to and acknowledged this 23rd day of Feb, 2012.

ESTATE OF WALLACE WOOD

By John H. Robinson
John H. Robinson, Executor

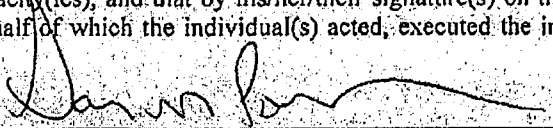
John H. Robinson
John H. Robinson, Individually

WALLACE WOOD PROPERTIES, LLC

By J. David Spurlock
J. David Spurlock, Operating Manager

STATE OF NEW YORK)
COUNTY OF ONONDAGA) SS:

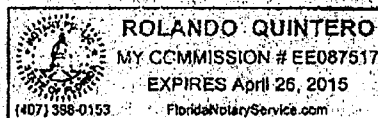
On the 23 day of Feb, 2012, before me, the undersigned, a notary public in and for said State, personally appeared John H. Robinson, individually and as Executor of the Estate of Wallace Wood, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.


Notary Public
GAY M. POMEROY
My commission expires State of New York
No. 01P08406420
Qualified in Onondaga County
My Commission Expires March 6, 2016

STATE OF FLORIDA)
COUNTY OF DADE) SS:

On the 27 day of Feb, 2012, before me, the undersigned, a notary public in and for said State, personally appeared J. David Spurlock as Operating Manager of Wallace Wood Properties, LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.


Notary Public
My commission expires



THE WALLACE WOOD ESTATE
WALLACE WOOD PROPERTIES, LLC
3300 SEGOVIA STREET • CORAL GABLES, FL 33134

March 20, 2013

Tatjana Wood
[REDACTED]

Re: Wallace Wood last will and testament

Dear Tatjana:

I'm sorry that we were unable to get together last year when I was in New York. Separate, and in addition, to my respect and goodwill for you; while looking after the Wood Estate interests, whenever possible, it is our desire to be helpful to you. That being said, since taking over from Bill Pearson as Director of the Wallace Wood Estate last year, a matter of some importance has come to my attention that regretfully could put us at odds. I apologize in advance for any upset this letter may cause you, as that is the last thing we would ever want to do. However, as you will recall, while working on the WALLY's WORLD biography and on other visits, I became aware that you have many of Wood's originals — to the best of my recollection 150 to 200 pages, primarily returned art from Marvel. At the time, I had no thought about it other than appreciating their beauty. Since becoming the Director of the Estate, while studying various documents including Wallace's will, it has become clear that The Estate is the rightful and true owner of most of that art you possess, as provided in Wood's last will and testament. However uncomfortable the conversation, I am duty bound to look after such matters with due diligence.

As Wallace's will provides, you were to receive any bank accounts. All other properties ("All the rest, residue and remainder of my estate, inclusive of but not limited to...") were bequeathed by Wallace to his confidant, friend and executor, John H. Robinson. As per Mr. Robinson, all Wood property has, ever since, been managed as The Wallace Wood Estate and more recently organized as the business entity, Wallace Wood Properties, LLC.

It is the Estate's understanding that upon your separation and/or divorce, that Wallace left or gifted to you various items including books, records, and the Bucky's Christmas Caper newspaper strip originals. We accept this information in good faith as accurate. The material The Estate has claim to is artwork that was returned by publishers, to Wallace Wood at [REDACTED] after Wallace moved out. That property was/is rightfully Wallace's and thus, is now, the Estate's. It is clear that Wallace was never notified that it had been mis-delivered to his prior address. As he struggled financially in later years, original art sales became increasingly important to his income. As comics publishers did not tend to return

Tatjana Wood
March 20, 2013

Page 2

original art until new policies were developed in the late-1970s and early-1980s, Wallace was not expecting the packages and had no reason to investigate their whereabouts. It is the Estate's understanding, belief and position that, Wallace was denied the ability to claim his property as he was never notified that it was mis-delivered. Perhaps you, like so many, lost contact with Wallace when he moved to California. Maybe the packages didn't arrive until that time. The matter at hand is that neither Wallace nor the Estate were notified that this material was mis-delivered which means the material was not abandoned by Wallace and/or his Estate. The law would consider the material stolen. In such cases any Statute of Limitation seldom applies and tend to be suspended as the courts recognize them as "tolled."

Courts are generally in agreement that any statute of limitations is tolled during a period of concealment of stolen property. See, e.g., *Jackson v. American Credit Bureau, Inc.*, 531 P.2d 932, 936 (Ariz. Ct. App. 1975); *Joseph v. Lesnevich*, 153 A.2d 349, 357 (NJ. Super. Ct. App. Div. 1959); *Reynolds v. Bagwell*, 198 P.2d 215, 217 (Okla. 1948). The suspension of the limitations period continues until the property is held in open and notorious possession. Courts generally place a subsequent possessor with notice of the theft in the same position as the thief, and any concealment by either will suspend the statute. See also *John G. Petrovich, Comment, The Recovery of Stolen Art: Of Paintings, Statues, and Statutes of Limitations*, *UCLA L. REv.* 1122, 1127, note 28, at 1131-32 n.36 (1980); and *O'Keeffe v. Snyder*, 416 A.2d 862, 871. (NJ. 1980).

Again, the Estate has goodwill toward you and there is no animosity between the parties but as the true owner of the property, the Estate must claim it. As we discussed in our last telephone conversation, one of the goals of the Estate is to commemorate the life and works of Wallace Wood. A key interest of ours is to maintain a historic collection of Wood works and artifacts that can be exhibited — someday, perhaps in a permanent Museum (possibly solely devoted to Wood). We would hope that you would be supportive of the fact that Wallace's work, currently in your possession, after safe delivery to the Wood Estate, will help to further his legacy for new generations. As a goodwill offer to settle this matter amicably, the Estate is prepared to pay \$50,000.00 to you, in exchange for the safe return of all of The Estate's property. The offer will be retracted, and the funds devoted to representation, if the Estate is forced to secure the Estate's property through a replevin court action.

Thank you,


J. David Spurlock
Director, The WallaceWood Estate


www.wallacewoodestate.com

The Wallace Wood Estate
Wallace Wood Properties, LLC
3300 Segovia Street • Coral Gables, FL 33134

October 3, 2013

Tatjana Wood



Re: Wallace Wood last will and testament

Dear Tatjana:

I have not heard from you or Joel Hecker, Esq. since meeting with him on May 7, 2013. While working on the WALLY's WORLD biography in 2006 (long before my affiliation with the Wood Estate/Wood Properties LLC), I became aware that you have many of Wood's originals — to the best of my recollection 150 to 200 pages, primarily returned art from Marvel. Since becoming the Director of the Estate/Wood Properties LLC, in January of 2012, while studying various documents including Wallace's will, it has become clear that Wallace's will stipulates that The Estate/Wood Properties LLC, is the rightful and true owner of most of that art you possess. However uncomfortable the conversation, I am duty bound to look after such matters with due diligence. Despite Mr. Hecker's legal maneuvers, it strikes me that you might value Wallace's will.

As Wallace's will provides, you were to receive any bank accounts. All other properties ("All the rest, residue and remainder of my estate, inclusive of but not limited to...") were bequeathed by Wallace to his confidant, friend and executor, John H. Robinson. As per Mr. Robinson, all Wood property has, ever since, been managed as The Wallace Wood Estate and is organized as the business entity, Wallace Wood Properties, LLC.

Mr. Hecker has said that the material was sent to you by Marvel circa 2005. Though I had no access to the will at that time, in 2005, you had knowledge of the terms of Wallace's will but failed to notify the Estate. Obviously, the Estate would never abandoned such material. We believe the law would consider the material stolen. In such cases any Statute of Limitation seldom applies and tend to be suspended as the courts recognize them as "tolled."

Courts are generally in agreement that any statute of limitations is tolled during a period of concealment of stolen property. See, e.g., *Jackson v. American Credit Bureau, Inc.*, 531 P.2d 932, 936 (Ariz. Ct. App. 1975); *Joseph v. Lesnevich*, 153 A.2d 349, 357 (NJ. Super. Ct. App. Div. 1959); *Reynolds v. Bagwell*, 198 P.2d 215, 217 (Okla. 1948). The suspension of the limitations period continues until the property is held in open and notorious possession. Courts generally place a subsequent possessor with notice of the theft in the same position as the thief, and any

concealment by either will suspend the statute. See also *John G. Petrovich, Comment, The Recovery of Stolen Art: Of Paintings, Statues, and Statutes of Limitations*, *UCLA L. REv.* 1122, 1127, note 28, at 1131-32 n.36 (1980); and *O'Keeffe v. Snyder*, 416 A.2d 862, 871. (NJ. 1980).

Again, the Estate has goodwill toward you and there is no animosity between the parties but as the true owner of the property, the Estate must claim it. As discussed in our last telephone conversation, as well as in Mr. Hecker's office, we hope to found a permanent Museum devoted to Wood to commemorate his life and works for future generations. As a goodwill offer to settle this matter amicably, Wood Properties LLC has offered to pay \$50,000.00 to you, in exchange for the safe return of all of The Estate's property. The offer will be retracted, and the funds devoted to representation, if the Estate is forced to secure the Estate's property through a replevin court action.

In our May, 2013 meeting Mr. Hecker indicated that some agreement could be worked out to save us all the stress and expense of a court action. We trust he properly presented to you, our additional goodwill offers which, we outlined in that meeting including but not limited to:

- 1) Making you a beneficiary of Wood Properties business. This would be for a small percentage but would illustrate our long-term goodwill and could prove favorable to you if we are successful in our attempts to secure lucrative TV, Video Games and/or Film projects based on Wood creations.
- 2) Providing payments to you in cash, if you deem such as preferable
- 3) Any payments beyond the offered \$50,000.00 would require the sale of some art. Our goal is to preserve the work but, we are open ways to settling this matter in a timely manor.
- 4) Some type of mutually agreed to split of the materials.

But to-date, despite our various goodwill attempts toward settlement, and Mr. Hecker's indication that something could be worked out, we have received not a single goodwill suggestion or offer. As I advised Mr. Hecker, we believe his Laches defense is weak and the clock is ticking. Only by moving forward quickly, can we forego court action. Many courts (especially in New York) order mediation as a standard procedure. We are making our best goodwill attempts to mediate now, to save all involved stress and expense. Too much time is going by. If we do not receive some positive attempt to settle this quickly, we may have no option but to seek help from the courts. I am in New York for a few days if you and/or Mr. Hecker would like to meet. All discussions are solely for the purpose of settlement.

Thank you,

J. David Spurlock
Director, The WallaceWood Estate
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----- Original Message -----

From: HeckerEsq@aol.com

To: tdmohr@aol.com, tdmohr@earthlink.net

Subject: Re: Wallace Wood Last Will and Testament

Date: 10/07/13 13:31

We are in receipt of a copy of your letter dated October 3, 2013 addressed to Tatjana Wood. You state that you have not heard from either me or Tatjana since our meeting on May 7, 2013. That is because I advised you that Tatjana rejected your demands in their entirety and you appeared to feel my attempts at a "creative solution" to your issues would not work. We left it at the point where you would think about whether you could suggest alternative proposals. That was the last communication from you..

As to any prospective court action, I do not believe your case has any merit for the many reasons we discussed at our meeting. Moreover, as I explained to you in detail (and strongly advised you to get separate legal advise on), you have acted in apparent conflict of interest by putting your own personal interests above that of the

estate, and that you appear to have significant personal liability arising out of the situation.

Any further communications in this matter are to be addressed to me as counsel and not to Tatjana.

Sincerely,

Joel L. Hecker, Esq.
Russo & Burke

