

R. Allen Stanford  
Case No.: 3:09-cv-0298-N  
Exhibit: 2



**I. Factual Background:**

Akin Gump Strauss Hauer & Feld LLP (“Akin Gump”) states, “no request for documents had been set forth and no live motion concerned this issue” until a June 9, 2010 email from Mr. Bennett.<sup>1</sup> However a possible conflict of interest was asserted in Mr. Stanford’s May 21, 2010 letter indicating that Mr. Stanford believed Akin Gump were his “attorneys in fact.” “Exhibit A.” Nevertheless, even under Akin Gump’s assertions, June 9, 2010 to June 15, 2010 is a period of eight (8) days and more than enough time to comply with this Court’s Order. See “Exhibit B” Additionally, this Court has the discretion to grant expedited discovery.

Furthermore, Akin Gump stated during the telephonic hearing on June 10, 2010 before this Court that it had began the process of retrieving files pertaining to “engagements with any Stanford Entities” and that they are in a sense cooperating by making an “all-out effort to gather the files and would report the results to him [Mr. Bennett] as [Akin Gump] progressed.”<sup>2</sup> The following day, “Mr. Bennett contacted associate McLean Pena regarding Akin Gump’s production of documents.”<sup>3</sup> “Ms. Pena explained that Akin Gump expected to provide Mr. Bennett correspondence regarding firm records of representation over the weekend or, at latest, Monday [June 14, 2010].”<sup>4</sup> See “Exhibit C” Akin Gump cannot take the contrary position that they would be in accordance with the production of

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<sup>1</sup> Docket No. 144 at 3.

<sup>2</sup> Docket No. 144 at 3.

<sup>3</sup> Docket No. 144 at 4.

<sup>4</sup> Docket No. 144 at 4.

documents *without* a Court order by Monday, June 14, 2010, but cannot be in accordance with production of the documents *with* a Court order by June 15, 2010 at noon. Therefore, any claim that a Tuesday June 15, 2010 deadline is impossible to meet, is unfounded when Akin Gump previously asserted that they would produce correspondence regarding firm records of representation by Monday, June 14, 2010.<sup>5</sup> In fact they now argue that it will take “many days, if not weeks” to produce attorney-client work product.<sup>6</sup> More importantly, the deadline imposed is necessary to avoid any prejudice that may result by allowing Akin Gump to turn over the necessary documents on the eve our Motion to Disqualify is due and force Counsel for Mr. Stanford to file a continuance after this Court emphasized that issues related to any potential disqualification of Akin Gump need to be raised promptly.

II. Response to “Akin Gump Has Never Represented Mr. Stanford in his Individual Capacity”

To fully address the issue of attorney-client representation now and not in our motion would be premature. However, an attorney-client relationship can be established even without a contract for services or a retainer. Furthermore, in closely held corporations representation of the corporation can be representation of the shareholder. *Edwards*, 39 F. Supp. 2d at 732 (citing, *Sackley v. Southeast Energy Group, Ltd.*, 1987 U.S. Dist. LEXIS 10279, 1987 WL 12950 (N.D.Ill.

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<sup>5</sup> Docket No. 144 at 4.

<sup>6</sup> Docket No. 144 at 9.

1987)). Many if not all representations by Akin Gump of Stanford's Companies involved direct dealing with Mr. Stanford and his closely held corporations. Furthermore, many of the Stanford Entities that Akin Gump represented, like Stanford 20/20 LLC, were incorporated for a specific reason and not for general business or perpetual existence. Mr. Stanford believed that Akin Gump was his personal counsel for these matters.

### III. Judge Atlas Has Already Addressed This Issue

Judge Atlas Ordered in a May 25, 2010 hearing that "all work product of prior counsel for Mr. Stanford, and anyone else if there has been a switch of lawyers, must be turned to current counsel for us in preparation of current counsel defense of the criminal case."<sup>7</sup> Previous counsel would include Akin Gump since they were put on notice of a possible "in fact attorney" relationship with Mr. Stanford via his Letter filed to this Court. "Exhibit A." Akin Gump made no objections even after an opportunity to do so by Judge Atlas.<sup>8</sup>

Nevertheless, in the alternative that Judge Atlas was not referring to Akin Gump, Akin Gump cannot now object to the power of this Court to compel production of produce attorney-client work product, because they did not object when asked to turn over billing and "correspondence."<sup>9</sup>

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<sup>7</sup> Motion Hearing/Miscellaneous Hearing Pendergrast-Holt v. Certain Underwriters at Lloyd's of London, Case No. h-090CV-3712, (May 25, 2010) at 91.

<sup>8</sup> Id.

<sup>9</sup> Id. 95-97.

The Receivership Order prevents any person from: “transferring . . . other documents or records of any kind that relate in any way to the Receivership Estate.” The Receivership Estate includes records . . . in the possession of any agent.<sup>10</sup> If Akin Gump’s definition of what needs to be turned over is to include attorney client notes, then it too must encompassed billing statements. However, Akin Gump showed no objection to turning over billing statements directly to Mr. Stanford. Judge Atlas has already addressed the issue of whether documentation can be given to the plaintiff without going through the receiver.

Moreover, Judge Atlas has the power to confer with Judge Godbey to clarify an order. In fact, Judge Atlas has previously contacted Judge Godbey to clarify one of his Order’s in the past.<sup>11</sup>

**IV. Mr. Stanford being the sole shareholder of Stanford Financial Group, is entitled to not only his individual client file, but also to the file of Stanford Financial Group and its affiliates.**

Under Model Rule of Professional Conduct 1.13(a), “a lawyer employed or retained by an organization represents the organization acting *through its duly authorized constituents*.” ABA MODEL R. PROF. CONDUCT 1.13(a) com. 1 (2009) (emphasis added) (“An organizational client is a legal entity, but it cannot act except through its officers, directors, employees, shareholders, and other constituents.”). R. Allen Stanford being the sole shareholder and CEO of Stanford

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<sup>10</sup> Receivership Order ¶1.

<sup>11</sup> Motion Hearing/Miscellaneous Hearing Pendergrast-Holt v. Certain Underwriters at Lloyd’s of London, Case No. h-090CV-3712, (May 25, 2010) at 27(clarifying Judge Godbey’s Order with regards to allowing Mr. Stanford and his lawyers to advocate in the civil coverage case).

Financial Group is duly authorized to request the client file of himself personally, Stanford Financial Group, and its affiliates. *See Farmers' Fund v. Tooker* 207 A.D. 37, 39 (N.Y.A.D. 4 Dept. 1923) ("A corporation must act through its officers or agents. The officers charged by law, by the by-laws or action of the board of directors, with managerial or administrative authority, are thereby clothed with power to bind the corporation."); see *Stinson v. Berry*, 123 N.M. 482, 487 (N.M. App. 1997) ("Directors are the agents of their corporate principal. . .").

In the alternative that the Receiver's power includes the power to receive attorney-client privileged materials, it certainly does not include the power receive attorney-client privileged materials of Mr. R. Allen Stanford's attorney-client relationship with Akin Gump. Akin Gump states in its Motion for Reconsideration that the receiver is entitled to the privileges of the entities, and that it has never represented R. Allen Stanford in his Individual Capacity.<sup>12</sup> However, this goes to the heart of our Motion for Disqualification. *See Johnston v. Harris County Flood Control Dist.*, 869 F.2d 1565, 1569 (5th Cir. 1989) (stating that the first prong is to establish the attorney-client relationship). Precedent states that an attorney for a closely held corporation can represent not only the corporation, but can represent the director and/or shareholder as well. *SEC v. Marker*, 1:02CV01109, 2006 U.S. Dist. LEXIS 7233 (M.D. N.C. Feb. 6, 2006) (finding that where an attorney represented both the authorized director and the corporation the receiver's request for attorney-client files was denied as to both

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<sup>12</sup> Docket No. 144 at 5.

representation by the attorney of the director individually, and where he represented the client and the corporation jointly) (distinguished by *United States v. Shapiro* No. 06-cr-357, 2007 WL 2914218 (S.D.N.Y. Oct. 1, 2007). No where in the appointment of the receiver does it indicate that Ralph S. Janvey (“Janvey”) has the power over legal privileges of individual directors. Furthermore, Akin Gump represented Mr. Stanford individually as well as Stanford Financial Group and its affiliate entities, as stated above in Stanford’s response to Akin Gump’s denial of Stanford as a client. For example, the billing statements of Stanford 20/20 LLC that Akin Gump states in its Motion for Reconsideration were addressed to Mr. R. Allen Stanford personally. “Exhibit D” Tony Nunes an attorney for Akin Gump during the representation of Lloyds of Underwriters was the attorney who incorporated then Guardian Bank, now Stanford International Bank. Tony Nunes represented R. Allen Stanford personally, since when he was representing Mr. Stanford the corporation did not even exist yet.

The receiver DOES NOT have the power to waive the attorney-client privilege of Mr. Stanford. Consequently, Akin Gump must turn over Stanford Financial Group and its affiliate entities attorney-client files since they were not only “Stanford Financial Group and its affiliate entities” attorneys at the time of the creation of the work product, but also Mr. R. Allen Stanford’s attorneys.



V. Akin Gump denying access to these documents is a delay tactic since R. Allen Stanford is capable of also receiving these documents through an order out of Judge Hittner's court stemming from the right to a complete defense.

As Akin Gump stated, it is R. Allen Stanford and Counsel's position that these attorney-client documents in the possession of Akin Gump are necessary for the criminal defense.<sup>13</sup> The attorney-client files may contain exculpatory evidence, and/or be used for defense theory of reliance on guidance and direction of attorneys. The Constitution of the United States guarantees criminal defendants a meaningful opportunity to present a complete defense. *Crane v. Kentucky*, 476 U.S. 683, 693 (1986) (stating that, exclusion of exculpatory evidence deprives a defendant of the basic right to have the prosecutor's case encounter and survive the crucible of meaningful adversarial testing.). Although this Court is not over the criminal matter, it should not deny Mr. Stanford access to these documents when there is a reasonable argument for compelling production for purposes of judicial efficiency.

Consequently, yes it is our position that these documents are necessary for the criminal defense, and this theory is not based on a "wholly unfound hypothetical," as Akin Gump suggests.<sup>14</sup> For Akin Gump to deny its former client a full defense is more unconscionable than any email filled with "harassing comments," yet advocating for Mr. R. Allen Stanford. See "Exhibit E"

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<sup>13</sup> Docket No. 144 at 4.

<sup>14</sup> Docket No. 144 at 4.

Moreover, Undue Prejudice would exist if the Court would not allow R. Allen Stanford to receive access to such files, but still hold R. Allen Stanford to the deadline of one week for filing his Motion to Disqualify Akin Gump. The Motion for Reconsideration is being used to delay and/or prejudice our client in presenting its Motion for Disqualification. Akin Gump has had a history of delay and resistance to the wishes of its former client and insured R. Allen Stanford. See "Exhibit F" For example, it refused to provide Stanford's Counsel with a copy of this Motion for Reconsideration so that we could show R. Allen Stanford.<sup>15</sup> Akin Gump has refused to pay legal bills or approve both Counsel and Experts claiming that experts chosen by Counsel change and since there is an instability in Counsel, experts will not be approved. This delay occurs even though this Court has clarified who is current Counsel and Judge Hittner's court has established who is lead counsel and in fact Counsel has been solidified to the extent Judge Hittner will not let previous lead counsel, Mike Essmyer, withdraw.

Because Judge Atlas has already addressed this issue, Mr. R. Allen Stanford and Stanford Financial Group were joint-clients of Akin Gump, Akin Gump is using this Motion to Reconsider to delay and resist as it has a history of doing, and the fact that the Court has an option for compelling production that would serve judicial efficiency purposes, the Court should deny Akin Gump's Motion for Reconsideration.

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<sup>15</sup> Docket No. 144 at 11 (certificate of conference stating, "unusual nature of Bennett's request to provide a draft of the opposition.")

June 14, 2010

Respectfully Submitted,

/s/ Robert S. Bennett

ROBERT S. BENNETT

Federal ID. No. 465

TBA No. 02150500

BENNETT NGUYEN JOINT VENTURE

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ATTORNEY FOR PLAINTIFF  
ROBERT ALLEN STANFORD

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

LAURA PENDERGEST-HOLT,	§	
R. ALLEN STANFORD, GILBERTO	§	
LOPEZ, JR. and MARK KUHRT,	§	
<i>Plaintiffs,</i>	§	CIVIL ACTION NO.: 4:09-cv-03712
	§	
vs.	§	
	§	
CERTAIN UNDERWRITERS AT	§	
LLOYD'S OF LONDON and ARCH	§	
SPECIALTY INSURANCE	§	
COMPANY,	§	
<i>Defendants.</i>	§	

**ORDER**

Upon consideration of the Plaintiff's Response to Defendant's Certain Underwriters at Lloyd's of London and Arch Specialty Insurance Company's Emergency Motion for Reconsideration of Order or, alternatively, Motion for Protective Order, the responses and replies thereto, the evidence submitted by all parties, and the arguments of counsel, the Court is of the opinion that the Defendant's Motion for Reconsideration Doc. 144, is DENIED in its entirety and to be effective immediately.

**SIGNED** at Houston, Texas, this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Nancy F. Atlas  
United States District Judge

R. Allen Stanford  
Civil Action No.: 4:09-cv-03712  
Exhibit No. A

May 21, 2010

Mr. R. Allen Stanford  
Federal Detention Center  
Houston, Texas

Honorable Judge Nancy Atlas  
Southern District of the United States

Re: my case against Lloyds of London (Underwriters)

Dear Hon. Judge Atlas:

I am aware of your order allowing my former counsel in the coverage matter, Mr. Lee Shidlofsky, to withdraw from my representation. Because I now have no attorney representing me in this matter, I am writing this letter directly to you to request emergency relief.

Despite my constitutional and due process claims I have made in Judge Hittner's court (see attached), I have no choice at this time other than to represent myself pro se in the coverage matter. I have sought to engage new counsel to represent me, but any new counsel is reluctant to represent me due to the lack of payment from the Underwriters through Akin Gump.

Underwriters are withholding approval of my criminal team (despite Mr. Essmyer's motion to withdraw -- see attached) and they are not getting compensated. Underwriters are only nominally paying, if at all, my attorneys working on the SEC civil matter. And yet, I find myself having to essentially put on a case pro se at this time, that is quasi-criminal in my defense, adjudicating the same elements as my actual criminal trial under a much lower burden of proof, in a civil proceeding, before my actual criminal trial, all the while the government gets to sit in the audience and watch; how this is possible under our constitution in our current judicial system is incredulous. I do not even have internet access to conduct the discovery necessary for any of my three trials.

I must represent myself pro se because I have no choice due to the Underwriters bad faith denials. However, to do so would be placing me in direct contempt of Judge Godbey's court. On 09/28/09 and again on 12/16/09, Judge Godbey enjoined me "and anyone acting in concert with [me], including his attorneys, from taking further steps to seek relief in any court other than this relating to the [D&O] policies...[I] and anyone acting in concert with [me] were [*sic*] not to take *any* further steps seeking relief in *any* other court relating to the [D&O] policies" (see attached).

Underwriters have thwarted my every attempt to obtain counsel of my choosing, as is my right under a duty to defend and for paying over 25 years in premiums to them. Underwriters are in breach of the policy. Underwriters have stated on record that they do not have the right to choose my attorneys or control my defense. Yet, Underwriters continually deny me the attorneys of my choosing and control my defense through their control and denial of payments through a "reasonable and necessary" shield. My question is: how do Underwriters know what's "reasonable and necessary"? Underwriters have never interviewed me; have never examined the charges against me to determine the best way to defend against them; have never reviewed the law applicable to the charges; have

PLAINTIFF'S  
EXHIBIT

A

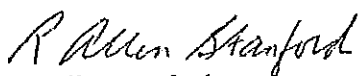
never examined the evidence likely to be presented against me by the prosecution; have never examined the work of the experts likely to be called by the Government; have never analyzed the weaknesses in the work of those experts, or have never identified any legal defenses that may apply to the Government's case for my benefit. In essence, Underwriters are attempting to control the defense of the case by controlling the staffing of the case without any detailed analysis that would permit them to make a professional, or even an informed, decision for my benefit. *In doing so, arguably Underwriters and their counsel with Akin Gump have controlled my defense so much as to effectively become my criminal defense attorneys in fact.*

I wish to fight the indictment against me. I do not want to do that in your court in a civil case BEFORE my actual criminal case. I am pro se at this time in your court, but cannot even do that at the risk of being in contempt. I have no choice but to respectfully request your immediate and emergent intervention to order the Underwriters to approve and compensate my criminal attorneys and coverage attorneys of my choice. As Mr. Shidlofsky previously stated to you, his compensation is coming from payment through all the defendants' criminal attorneys with their support. I am no longer in that situation. I have no relief.

My co-defendants, through Mr. Shidlofsky, have sought your emergency relief today to have the co-defendants' criminal attorneys assist him in the coverage matter. Currently I have neither a coverage attorney nor any approved criminal attorneys, due to Underwriters' bad faith actions. Mr. Essmyer has filed a motion to withdraw from my criminal matter, and Mr. Bennett has not been approved by Underwriters. I have no relief as a result of Underwriters' effectively controlling my counsel selection and my defenses to all matters through their bad faith denial.

I am aware that you have shortened the case schedule to have the hearing at the end of July. How can I possibly be ready by July to put on a defense pro se (if I can even do that) in a matter of weeks? I DID NOT COMMIT MONEY LAUNDERING. I am at the untenable situation of not having coverage counsel, not having approved criminal counsel, and not being able to represent myself pro se at the risk of being held in contempt, all in a quasi-criminal proceeding with a lower burden of proof in a civil proceeding to take place in just a matter of weeks where I risk losing coverage and therefore full and effective criminal and civil representation, months before my actual criminal proceeding in January 2011, all the while the government can observe and strategize against me. I am sure you can appreciate how unconstitutional of a predicament I am placed and respectfully pray upon the court to provide me emergency relief.

Sincerely,



R. Allen Stanford  
Inmate #35017-183

R. Allen Stanford  
Civil Action No.: 4:09-cv-03712  
Exhibit No. B



**Bob Bennett**

**From:** Bob Bennett  
**Sent:** 2010-06-09 12:33 PM  
**To:** Chasnoff, Barry; Lane, Neel; Ashley Tse; Bob Bennett; Nhan Nguyen  
**Cc:** Ruth Schuster; 'David Z. Chesnoff'; Michael Sydow  
**Subject:** Approval of Criminal Law Discovery Program and request for document

Dear Barry and Neal,

Your firm, Akin Gump, did work for R. Allen Stanford and the Stanford entities for over ten (10) years. As the former attorneys for RAS and entities, you have maintained files and information concerning the work you performed for him. Mr. Stanford requests that all these files and information be returned asap to be used in the Criminal Case. As counselors under the guidance of the Texas Rules of Professional Conduct and as attorneys who have endorsed and professed to follow the Texas Lawyer's Creed, I am not going to request specifically every piece of paper in any way connected to RAS and entities. I know that you will apply the highest standards to go through all of your files that are in any way connected with RAS and entities and provide all this information to me as soon as possible. We would like to have the first production by Friday, June 11, 2011 by noon.

These documents can be produced in binders like you did the billing statements or electronically - whatever you prefer. If you withhold any documents or any information ( of course all attorney notes and billing statements and anything related thereto would be provided), we would have no recourse but to contact not only the Court but also the Office of Chief Disciplinary Counsel, if not provided. As you state to the world:"Our lawyers are not satisfied until they have met the highest standards of legal service. In every area of the law, we focus on achieving results that help your business.

Collegiality, commitment, excellence, integrity and intensity form the bedrock of Akin Gump's core values. Our dedication to the advancement of these values guides relationships within the firm and, most importantly, with our clients." We are pleased that you consider highest legal service and integrity as a bedrock to all you do and how you will continue to do the very best for your clients. That being so, and knowing how you are wanting to provide the highest standard in legal service and want to do the very best to get your client out of jail as soon a possible, we ask that you provide the documents prior to the deadline of noon on Friday. We do not want to have to report you to the Office of Chief Disciplinary Counsel for refusing a request from your client.

Turning now to the November 16, 2009 conversation between Neel Lane and Kent Schaffer. Since Neel is a friend of Jerry but more importantly, Neel works for the law firm that has a continuing duty to RAS as former counsel to RAS, we would hope that his comments are truthful and made with the bedrock values your firm professes.



That being so, you understand as Neel said:

NEEL LANE: "...you relied on the representation that underwriters would advance defense costs under reservation of rights and you incurred costs and liabilities and expended money and attorney time in reliance on that representation."

We agree with Neel that we have relied on his and others representation and have incurred costs and liabilities. Right now you have stopped the lead trial attorney for Mr. Stanford dead in his tracks because you refuse to fund expenses. You are the reason that he continues to languish in prison because you will not pay for the work that Weinberg and Dershowitz did in helping us on the Motion for Release. There are other just a important aspects to that Motion and other issues that need their attention that they will not do because you will not pay them. I also note that during the same time period that we incurred \$700,000.00 + in costs and liabilities, you paid the Cogdell Firm for work on Holt and she was not in jail. HOW UNFAIR!

Neel Lane: " Yep, I would expect. I would expect that too.

We are pleased that Mr. Stanford's former attorneys are in agreement with Mr. Stanford's former attorney that this case requires full time work, 6.5 days a week. We are following the former attorneys for Mr. Stanford's recommendation and working full time ( we have your permission to work unlimited hours, seven days a week, and around the clock if necessary) and at least 6.5. days a week. How else can we interpret Mr. Lane's comments but he is in agreement with our billing practices and we appreciate your approval of us working " ...full-time, 6.5. days a week." Lane's agreement that we can work full time and 6.5 days a week means a lot to us.

Neel Lane: "... if you can sue to try and get Alan coverage then fine." We really do not understand Neel's comment. Do you mean that we need to file a lawsuit before you will pay for his defense? Please explain that whole paragraph and what you are wanting counsel for RAS to do now. Why do we have a different situation about this? Do we need to take Neel's deposition to find out if we need to file a lawsuit.

Neel Lane: " They're going to overwhelm you. Oh , I know." This agreement statement references Kent's statement that one attorney can not do this. We agree with Neel and if you look at the 200 attorneys that the Receiver has or the 10 or so attorneys you have on this or the attorneys that were used when you represented RAS, we are really understaffed. Hence, the request to make sure we have at least 6 full time attorneys in the office at my office working on the case.

SCHAFFER: " I mean it's a full-time job for half a dozen lawyers, so I mean you know..."

Neel Lane: " Yeah, and you're going to be able to tell them and these damn underwriters

you, know."

How else can we interpret this exchange but that you are authorizing us to gear up for at least six attorneys in our office to work on the case. This appears to me to be pre-approval authorization and we will continue to interview and do as you have approved.

In summary, get me my client's complete file and have it to me by Friday. Send me written approval so that we can continue to represent our client and do all we can do to get him out of the hell-hole he is presently in. Please do not continue to keep us from preparing for the criminal trial. We are really brothers-in-Arms. We need to work together so that we can seek truth and justice for Mr. Stanford instead of you fighting him in every possible way. You should really stop doing that.

From one Stanford Attorney to Another,

best wishes,

Bob Bennett

Oh, will hear you at 3 today

This letter and all that is in it meets with my approval:

*R. Allen Stanford* R. Allen Stanford. As your former client and your present insured, I insist that you provide all the information, Mr. Bennett requested immediately. Please do not continue to delay my ability to properly defend myself by withholding funding for my lawyers and my experts. A summary of the rates you paid Patton & Boggs is attached. None of the Patton Boggs attorneys did anything more important than what Mr. Bennett, Mr. Weinberg, and Prof. Dershowitz are doing and have done for me. I am also asking that all legal bills from this date forward be submitted to Mr. Bennett and brought to me for review and signature. I do not want another \$10 million spend without me knowing anything about it.

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R. Allen Stanford  
Civil Action No.: 4:09-cv-03712  
Exhibit No. C

Documents?

Bob Bennett

From: Chasnoff, Barry [bchasnoff@AKINGUMP.COM]  
Sent: 2010-06-12 2:13 PM  
To: Bob Bennett; Ashley Tse; ashsummertse@yahoo.com; nhan@healthlawservice.com; scott.fraser@stcl.edu  
Subject: RE: Documents?

I have received and reviewed your numerous emails and your Emergency Motion to Compel (again failing to comply with Judge Atlas' clearly articulated rules). Had you properly conferred, you would have learned that we have been unable to find any record of any engagement of Akin Gump by Mr. Stanford in his individual capacity. We have found some limited engagements of the firm by certain entities in which Mr. Stanford may have had an ownership interest. Those files and records are the property of the Receiver under the Orders entered by Judge Godbey and Judge O'Connor. You therefore need to talk to the Receiver to seek his directive to us to turn those records over to you. In the interim, we are continuing to work on an expedited basis to gather those records so that they are available to comply with a request by the Receiver or an Order by Judge Atlas. By Monday, I hope to have compiled a chart which describes (to the extent permitted by privilege) the engagements for those entities.

I also would like to confer with you on a discovery request which we have in relation to the disqualification motion you have indicated you will file. First, since we have been unable to locate any matters on which the firm represented Mr. Stanford, please identify the matters in which you believe the firm represented Mr. Stanford, so that we can ensure that we have not missed anything. It also would help if Mr. Stanford would identify any Akin Gump lawyers with whom he worked or communicated. Once you give me this information, I will go to those lawyers and see if they know of any matters. In addition, we would like to depose Mr. Stanford on the limited issue of what confidential information he shared with any lawyer from Akin Gump and who that lawyer is. Please let me know if you will agree to such a deposition.

If you would like to discuss these requests by phone, please let me know a convenient time

From: Bob Bennett [mailto:Bob@bennettlawfirm.com]  
Sent: Saturday, June 12, 2010 7:45 AM  
To: Chasnoff, Barry; Ashley Tse; ashsummertse@yahoo.com; nhan@healthlawservice.com; scott.fraser@stcl.edu  
Subject: Documents?

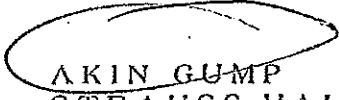
Good morning Barry. Wonder if it was hard to sleep last night as it was for me thinking about our mutual client being in jail. What do you think would be the best strategy to get him out of prison? When will I get my documents that were promised to me yesterday? Will they be here today? Also would like to take your corporate rep on the Stanford matter on Monday. Where and when could that be arranged? Also look over the Stanford documents and let me know the one or two AG attys who did the most work for Stanford and let's arrange that deposition too. Oh, I am seeking approval for fees and expenses for this. The budget should be less than \$50,000.00. Let me know as soon as possible the details  
Bon Bennett

Sent from my BlackBerry Wireless Handheld

IRS Circular 230 Notice Requirement: This communication is not given in the fo  
The information contained in this e-mail message is intended only for the pers



R. Allen Stanford  
Civil Action No.: 4:09-cv-03712  
Exhibit No. D



**AKIN GUMP  
STRAUSS HAUER & FELD LLP**

Attorneys at Law



ATTN: SIR R. ALLEN STANFORD  
STANFORD 20720 LLC  
STANFORD FINANCIAL GROUP  
P.O. BOX 224602  
CHRISTIANSTED, ST. CROIX, 00822  
VIRGIN ISLANDS (U.S.)

Invoice Number 1171997  
Invoice Date 03/05/08  
Client Number 685827  
Matter Number 0001

Re: INTERNATIONAL COMPLIANCE

FOR PROFESSIONAL SERVICES RENDERED THROUGH 02/29/08 :

Date	ESR	Description	Hours
02/04/08	WHS	Review license received from OFAC and instructions for transmittal to client.	0.20
02/05/08	WHS	Teleconference with Y. Suarez and serial teleconferences to OFAC re questions on possible Cuban test match.	0.80
02/06/08	WHS	Teleconferences with OFAC and DOS contacts re interpretation/guidance on OFAC license.	0.30
02/08/08	WHS	Teleconference with OFAC contact on pending request for guidance re possible Cuba test match.	0.20
02/11/08	WJS	Teleconference with C. David/OFAC re license interpretation and proposed test match with Cuban team; teleconference with Y. Suarez re same.	0.30
Total Hours			1.80

TIMEKEEPER TIME SUMMARY:

Timekeeper	Hours	Rate	Value
WH SEGALL	1.80	\$560.00	\$1,008.00

Current Fees

\$1,008.00

Total Amount of This Invoice

Prior Balance Due

\$23,722.76

Total Balance Due Upon Receipt

\$24,730.76





R. Allen Stanford  
Civil Action No.: 4:09-cv-03712  
Exhibit No. E

**Bob Bennett**

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**From:** Bob Bennett  
**Sent:** 2010-06-11 6:14 PM  
**To:** 'Chasnoff, Barry'; Pena, McLean; Mungia, Manuel  
**Cc:** Bob Bennett  
**Subject:** RE: Refusal to provide response or answers

Dear Barry and Neel,

It is Friday afternoon and even after the Court Hearing and my previous request, you have provided us nothing in order to prepare for the Motion to Disqualify Akin Gump. The Court noted that you have had knowledge since June 3rd, 2010 that you were counsel for R. Allen Stanford and his entities. You admitted during our recent telephone conference that Akin Gump represented my client. You are the General Counsel for Akin Gump and have stated you are an expert on legal ethics and advise others on legal ethics but here it is a week after we put you on notice that there may be a conflict and we do not have a single document. You know that we have to have our Motion filed next Thursday and we want to work on our Motion based on our client's files but we can not do that if you refuse to give them to us. You have not even let us know when they will be available.

Barry, why this is important is because under one possible hypothetical Akin Gump may have been participants with R. Allen Stanford in the alleged Ponzi scheme that the United States Attorney's Office has indicted my client for having engaged or having participated in. Or maybe Akin Gump by arranging financing and transferring funds has engaged in wire fraud and mail fraud and other criminal acts. It may be that Akin Gump advised R. Allen Stanford on how to carry out the alleged criminal enterprise and was really the mastermind



behind it all. Or maybe R. Allen Stanford relied on the legal and financial advise of Akin Gump Attorneys and will need all this material for our defense of reliance on legal advice. You can see where this is going and why getting all these documents, billing information, and the names of the 25 or more Akin Gump attorneys who advised my client over the last decade and half is so important to the criminal case.

We only have six months to prepare for the criminal trial and if you are withholding information that is necessary for the defense of my client this could be huge, catastophic, and unprecedented. It may lead to a improper verdict based on yoru lack of cooperation. This is probably what you are not doing but when I talked to Pena McLean today she said you were getting some engagement documents together and not sure what that means. I told her we are filing a Motion to Produce but this is all is aimed at getting us ready in the criminal case. We have to have all your documents regarding any aspect of the multiple representations over a decade plus period of time immediately for the criminal case.

While I am on the request for production of documents for the criminal case, I note that you have not responded to my request on how to budget for getting Akin Gump to produce all of our files and then how we should budget for taking the depositions of all the attorneys in Akin Gump who were involved with Stanford. You can understand how important this is in the criminal case that we tie these attorneys down to their stories unless they change their testimony at time of trial. With travel and related expenses, you are looking at probably \$25,000.00 for each person. This is just a broad estimate but we need to discuss it and you can provide me the names of the best people to testify and generally what they will say. Since your law firm, Akin Gump, represented Stanford on so many deals and for so long a time, you are in the best position to tell me

who I should depose. Oh, by the way, I will also probably need everyone's personnel file to make sure there is not something else going on such as kick backs or bribes or involvement with some type of foreign corrupt practices act violation. What if in the personnel files of the attorneys there is memo of an attempt to bribe an Antiguan official. I think this is something I need to know. You are now on notice that as of June 1st, I assumed the lead on the criminal case by Order of Judge Hittner so my responsibilities have greatly increased as has that of my entire group or joint venture. Because my work and responsibilities have increased, I will now be billing at the rate you quoted to represent Mr. Stanford in your engagement contract: one thousand (\$1,000.000) dollars an hour. Since this is just a little above you approved for Thomas Boggs @990/hr this seems to be reasonable. Mr. Stanford has no idea what Mr. Boggs did but you paid this Firm \$1,004,539.56 with the following rates: Robert D. Luskin2 \$850/hr; Theodore Sonde @\$820 an/hr; John W. Schryber @830/hr, and none of these individuals were Lead Trial Counsel on the Criminal case. Please explain why you would pay these rates for these individuals and my rate at \$1,000.00 is not fair and reasonable. The same applies to Mr. Weinberg and Prof. Dershowitz. Certainly my client thinks what we are asking is fair and reasonable, and it is. Please let me know any reason that with Judge Hittner seeing all of the Essmyer trash has made me lead trial counsel in the criminal case, you have for thinking this rate is not fair and reasonable.

Again, here we are on Friday afternoon, tried to call you and you were out of the office, talked to Ms. Pena who was very nice and helpful, but she did not know when I would get my documents. Keep in touch.

Bob Bennett

**Patton Boggs**

PAID

\$ 334,625.72

\$ 15,979.86

\$ 15,979.86

\$ 71,295.58

\$ 71,295.58

\$ 3,716.29

\$ 3,716.29

\$ 151,775.60

\$ 151,775.60

\$ 4,355.63

\$ 4,355.63

\$ 104,539.86

\$ 104,539.86

**TOTAL: \$ 1,04539.96**

**Higher Hourly Rates (PAID)**

Thomas Boogs @ 990/hr

Robert D. Luskin @ \$850/hr

Theodore Sonde @820/hr

John W Schryber @ 830/hr

Samuel Rosenthal @ \$780/hr

R. Allen Stanford  
Civil Action No.: 4:09-cv-03712  
Exhibit No. F

**Bob Bennett**

To: bchasnoff@akingump.com

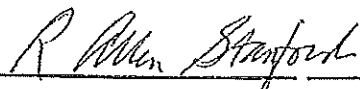
Subject: Payment

Dear Mr. Chasnoff and Mr. Lane,

Pro Se Plaintiff, Robert Allen Stanford, has requested that his criminal defense lawyers, the Bennett-Nugyen Joint Venture be paid under the Orders of Judge Hittner, the Fifth Circuit, and Judge Atlas. We were to receive a check on the 30th and we understand you are refusing to obey the Court orders and the language of the policies. If I have misstated you position, and you are sending the check that is owed, please disregard this communication.

If you are continuing to refuse to pay my attorneys as a ploy to keep me in jail and to wear-down my defense team, these tactics will be brought to the attention of Judge Atlas. This letter is authorized by me and a signed copy will follow.

Very truly yours,



\_\_\_\_\_  
this 1st day of June, 2010

R. Allen Stanford  
Inmate #35017-183  
Federal Detention Center at Houston  
1200 Texas Street  
Houston, Texas 77002



Hiring six attorneys to work full time inoffice for Criminal Case

Page 1 of 2

Bob Bennett

To: Chasnoff, Barry, DZChasnoff@cslawoffice.net; nhan@healthlawservice.com; ashsummerlse@yahoo.com; rschuster@thebrewerlawgroup.com; msydow@sydownmcdonald.com; owlmgw@att.net  
Cc: Lane, Neel, Pena, McLean, Mungia, Manuel  
Subject: Response to June 9, 2010 letter

Dear Barry,

I want to respond to your recent communication of June 9, 2010. With all the correspondence and letters you have received, it is really unbelievable that you would take the position that you would take the position that Mr. Stanford has not approved or has never asked for your approval on my representation. This smacks of devious insurance company maneuvering but I will get a written statement from Mr. Stanford that he asks Underwriters to consent to my representation. How is this:

Dear Underwriters: Please allow Mr. Bob Bennett to represent me in the matter

Signed  R. Allen Stanford June 9th, 2010.

Barry and Neel, will this be sufficient for Mr. Stanford to ask the Underwriters to consent to Bob Bennett's presentation in the criminal matter? if it is not, please let me know.

We are in agreement that Akin Gump served as former counsel for R. Allen Stanford and his entities. The only issue is whether you should be disqualified or not and you can make your case to me for not being disqualified at our 3 pm telephone conference. Why don't we agree to record the call?

What is the deal with the conversation? I did not record it and you now have assumed the obligation for reporting Mr. Kent Schaffer to the ODCD. Schaffer said he recorded it and he knew he had a transcript of it that was given to us when we got his files. You got to be out of your god about admissibility or verifiable. That is such BS.

*gump*

Hear you at 3 - be persuasive as to why I am not getting my client's files and all his billing from Akin Gump.

Remember those bed-rock values,  
Bob Bennett

From: Chasnoff, Barry [mailto:bchasnoff@AKINGUMP.COM]  
Sent: 2010-06-09 11:04 AM  
To: Bob Bennett; DZChasnoff@cslawoffice.net; nhan@healthlawservice.com; ashsummerlse@yahoo.com; rschuster@thebrewerlawgroup.com; msydow@sydownmcdonald.com; owlmgw@att.net  
Cc: Lane, Neel; Pena, McLean; Mungia, Manuel  
Subject: RE: Hiring six attorneys to work full time inoffice for Criminal Case

Please find attached a letter sent this morning to Bob Bennett