

THE WEAVER LAW FIRM

1800 BERING DR.
SUITE 1050
HOUSTON, TEXAS 77057
(713) 572-4900
FAX (713) 513-5566
www.WeaverLawyers.com

September 7, 2021

Seth A. Nichamoff
NICHAMOFF LAW, P.C.
244 Times Blvd., Suite 270
Houston, Texas 77005
As attorney for John Taylor Kent

First Class U.S. Mail & Email:
seth@nichamofflaw.com

Re: **DISPUTE REGARDING COIN COLLECTION OF JOHN TAYLOR KENT**

Dear Seth:

This letter is sent on behalf of my client, Michael Hubbard, owner of D of J Coins and Collectibles (“Hubbard”), regarding the coin collection sent to Hubbard by your client, John Taylor Kent (“Kent”). Please review this letter carefully and decide how you would like to proceed.

My client has reviewed your proposed “Receipt of Coin Collection Owned by John Taylor Kent” (“Proposed Receipt”). However, given your client’s past behavior, the Proposed Receipt is unacceptable and is hereby rejected. A brief review of the facts is necessary to make my client’s position clear.

Background Facts

In March 2021, my client was contacted by John B. Wardlaw, CPA (“Wardlaw”). Wardlaw represented that he was assisting his client, Kent, in selling a coin collection that Kent inherited from his father. At the time, Hubbard was interested in purchasing the coins. Mr. Wardlaw forwarded a handwritten, and nearly illegible “list” of coins which had been prepared by Mr. Kent’s deceased father. Copies of the “list” are attached hereto, some bearing dates as far back as 2016.

In May 2021, Kent agreed to mail the coins to Hubbard, who agreed to assess their value and make an offer. Hubbard gave Kent very specific packing instructions, including double-boxing the coins to prevent any from being lost during transit. Kent failed to follow these instructions, and instead sent the coins in three suitcases and five boxes. He did not send Hubbard any pictures of the coins, an updated inventory, or a packing list.

On May 12, 2021, Hubbard received the boxes and suitcases, delivered by FedEx. Hubbard immediately took pictures of the boxes and suitcases (attached hereto) because they were not properly packaged as Hubbard as instructed. At least one of the boxes was damaged and had holes.

There was no way for Hubbard to know if any of the coins had fallen out during transit. Further, because the “list” sent by Mr. Wardlaw was several years old and difficult to read, and thus essentially unusable, Hubbard was unable to match the coins to the “list.”

Hubbard and Kent had multiple communications throughout the day via phone and text message regarding the coins and boxes. Hubbard informed Kent that the boxes were not properly packed and that there was a hole in one of them. He also told Kent that the coins likely only had “bullion” value. Kent told Hubbard that he no longer wanted to sell the coins, but that he wanted Hubbard to store the coins for at least two weeks. Kent became increasingly hostile toward Hubbard. By the evening, Hubbard told Kent that he wanted to simply ship the coins back to Kent.

In response, Kent texted Hubbard, “If you ship them, you do so at your own peril. And I will sue you.” Hubbard even suggested sending them to Mr. Wardlaw, Kent’s CPA. Kent continued to insist that Hubbard store the coins and became even more hostile. Kent even called Hubbard the “N-word.”

The next day, Hubbard moved the coins into a storage facility, with the understanding that Kent would pay all storage fees. However, due to Kent’s threats of a lawsuit, Hubbard hired an attorney. Initially, Kent refused to go through Hubbard’s attorney, and tried to pick up the coins from the storage facility. He also refused to sign any receipt and release unless he had prepared the document himself. At this point, Hubbard had numerous reasons not to trust Kent, so this was an unacceptable position.

Adding to the drama, Kent began to blame and threaten Hubbard’s attorney, including making threats that he would go after her bar license. Kent even contacted the police—who correctly refused to get involved.

On Thursday, June 17, 2021, Kent directly messaged Hubbard (who is Black), “Michael Hubbard you pissed me off I have decided to make you world famous. Michael, what’s a good little boy like you doing always getting in so much trouble?” This is blatantly racist, threatening, and harassing. If nothing else, we demand that Kent refrain from directly contacting Hubbard ever again, and warn him against making defamatory statements against Hubbard or his business.

Current Situation

Since the beginning of this dispute, Kent has gone through two attorneys prior to yourself. He continues to insist on a receipt without a release, clearly to give himself the ability to sue Hubbard for any missing items, without proof. Kent had an unusable “inventory”; he failed to properly package the coins or provide a packing slip; he threatened to sue as early as May 12, 2020—the day Hubbard received the coins; and he has refused to cooperate in any way. Kent cannot now be allowed to further impinge upon my client and hold a lawsuit over his head for something Hubbard did not do.

A brief investigation of Kent has revealed a potential nefarious motive for his behavior. He is, quite publicly, a racist and anti-Semite. He has blamed Black people for the Zika virus and referred

to Former President Obama as “N*****Bama.” Further, he has publicly denied the Holocaust, blamed Jewish People for World War II, 9/11, and COVID-19, and ascribes to many other conspiracy-theories. I will allow you to make your own decisions regarding these matters.

It appears that we have arrived at an impasse: my client will not allow Kent to take possession of the coins without a receipt and release, while your client will not sign a release, so that he can sue Hubbard for “missing” coins.

Proposal

The only possible solution I see is for you (not your client) to meet me and Michael at the storage facility, so that you can take detailed pictures and/or notes as to every single coin in the collection. You would then present your findings to your client, allowing him to see that all of the coins he shipped are still there. After that, hopefully, he would sign a release and take possession of the coins. Your client would also pay all storage fees, \$200 for the inventory and valuation performed by Hubbard, and an agreed amount of my client’s attorney’s fees (currently, approximately \$9,000 total).

Please contact your client about how you would like to proceed. If I do not hear from you before Friday, September 17, 2021, we will have no choice but to seriously consider taking this matter to the courts. Feel free to contact me with any questions or concerns.

With Sincere Regards,

THE WEAVER LAW FIRM

/s/ Anthony C. Pejerrey

Anthony C. Pejerrey

apejerrey@weaverlawyers.com