



OFFICIAL NOTICE FROM
SUPREME COURT OF TEXAS

Post Office Box 12248
Austin, Texas 78711-2248



2010C110977 -P00150

RE: Case No. 12-0008

COA #: 04-11-00914-00000000

UNITED STATES POSTAGE
DATE: 10/19/2012
2010-C110977

STYLE: IN RE JPMORGAN CHASE BANK, N.A.,
INDIVIDUALLY/CORPORATELY AND AS TRUSTEE OF THE SOUTH
TEXAS SYNDICATE TRUST AND GARY P. AYMES

\$ 00.32⁰

MAILED FROM ZIP CODE 78701

Today the Supreme Court of Texas denied the Motion
for Temporary Relief and denied the petition for writ
of mandamus in the above-referenced case.

MAIL TO: HONORABLE PETER SAKAI
225TH DISTRICT COURT JUDGE
100 DOLOROSA STREET
SAN ANTONIO, TX 78205-3028

CRT





CAUSE NO. 2010-CI-10977

JOHN K. MEYER, ET. AL.

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IN THE DISTRICT COURT

VS.

225TH JUDICIAL DISTRICT

JPMORGAN CHASE BANK, N.A.
INDIVIDUALLY/CORPORATELY
AND AS TRUSTEE OF THE SOUTH
TEXAS SYNDICATE TRUST
and GARY P. AYMES

CRT

BEXAR COUNTY, TEXAS

Deputy Clerk

DEPUTY

2012 NOV 30, P 12:22

FILED
DONNA KAY MCKINNEY
DISTRICT CLERK
BEXAR COUNTY

**DEFENDANT'S SECOND MOTION FOR PROTECTIVE ORDER
AGAINST PLAINTIFF EMILIE BLAZE**

Defendant JPMorgan Chase Bank, N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust (collectively "J.P. Morgan") files this Second Motion for Protective Order against Plaintiff Emilie Blaze (pursuant to common law and per Rule 192.6 TRCP) with respect to discovery served upon J.P. Morgan by Plaintiff Emilie Blaze in this case and with respect thereto, would show the Court as follows:

1.01

On October 19, 2012, Plaintiff Emilie Blaze served upon J.P. Morgan her Third Set of Requests for Production and Second Set of Interrogatories. True and correct copies of these Requests and Interrogatories are attached and incorporated herein as Exhibits "A" and "B" to this Motion.

1.02

These Requests and Interrogatories, in general, seek highly confidential business and personal information and information that is confidential and proprietary to J.P. Morgan (or to other non-party J.P. Morgan entities), and potentially to multiple third parties including (i) lessees of STS Trust Minerals (ii) Patricia Schultz-Ormond; and (iii) the beneficiaries of unrelated trusts which are also administered by J.P. Morgan. The requested information is not

Document scanned as filed.

Clerk Initials: DG

relevant to the subject matter of this case and is thus, beyond the scope of permissible discovery. In its responses to the Requests and Interrogatories, J.P. Morgan has specifically objected to the offending requests and interrogatories in addition to seeking the relief requested herein. All such objections are incorporated herein and made a part of this Second Motion for Protective Order Against Plaintiff Emilie Blaze.

1.03

In the Requests and Interrogatories, Plaintiff Emilie Blaze attempts to task the J.P. Morgan entity sued in this case to obtain confidential, private, and/or proprietary information and documents pertaining to entities and persons that are not parties to this case. Plaintiff Emilie Blaze addresses many requests to “J.P. Morgan” defined to improperly include “any and all past or present partners, officers, subsidiaries, managers, employees, representatives, agents, shareholders, affiliates, subsidiaries, parents, successors, assigns, or any entity in which Defendant has an ownership interest, individually, collectively, or in any combination and/or permutation.” J.P. Morgan objects to being required to respond to these discovery requests in any capacity other than the capacities in which it has been sued and to which these Requests and Interrogatories are directed. J.P. Morgan should only have to respond to discovery with information and documents obtainable from only one such entity - Defendant JPMorgan Chase Bank, N.A., Individually/Corporately and in its role as Trustee of the South Texas Syndicate Trust. J.P. Morgan objects to the definition of “J.P. Morgan” as overly broad to include entities or businesses unrelated to the business that administers personal trusts. Accordingly, J.P. Morgan moves for a protective order.

1.04

In its responses, J.P. Morgan has objected to the alleged “relevant time period” designated by Plaintiffs-Intervenors in the Requests and Interrogatories to be 2005 to the present. This time period is overly broad and unduly burdensome in purporting to require J.P. Morgan to search for and produce information going back seven (7) years. Accordingly, J.P. Morgan moves for a protective order.

1.05

Further, many of the Requests and Interrogatories have no relevance to the subject matter of this case, are overly broad in scope and would unduly burden J.P. Morgan with the need to search for, organize, review and produce a massive amount of information and data from an extended period of time at great time and expense. Accordingly, J.P. Morgan moves for a protective order.

1.06

J.P. Morgan has generally objected to these requests in purporting to require the production of electronically stored information (“ESI”) for over a seven (7) year period with no specification (or agreement) as to custodians and search terms to locate responsive and relevant information. Such requests will create excessive and unduly burdensome work, time to locate, review and produce and exorbitant cost. In general, the ESI requested in these requests is not reasonably available to J.P. Morgan in the ordinary course of its business. J.P. Morgan cannot – through reasonable effort – retrieve the data or information requested or produce it in the form requested. J.P. Morgan therefore objects to complying with these requests with regard to ESI production under TRCP 196.4 (including retrieving and reviewing such ESI in order to obtain information responsive to any of the Interrogatories) and moves for a protective order. In the

event the Court orders that J.P. Morgan comply with any such request, under TRCP 196.4, the Court “must order that the requesting party pay the reasonable expenses of any extraordinary steps required to retrieve and produce the information.”

1.07

Further, in the requests, Plaintiff Emilie Blaze seeks documents and information that may consist of potential banking records for third parties (See Interrogatory No. 10). With respect to these requested records, Plaintiff has failed to satisfy the requirements of Tex. Fin. Code §59.006, and specifically, §§59.006(b), (c), and (d), which require that Plaintiff pay J.P. Morgan’s costs and attorneys’ fees, give notice to the affected possible customers of J.P. Morgan and give those customers an opportunity to consent or refuse to consent to the production of their records.

1.08

Rule 192.6(b) of the Texas Rules of Civil Procedure provides that “[t]o protect the movant from undue burden, unnecessary expense, harassment, annoyance, or the invasion of personal, constitutional, or property rights, the court may make any order in the interest of justice...”. J.P. Morgan thus moves for a protective order under Rule 192.6(b) and under the common law to protect itself (and others affected by these discovery requests, such as third parties) from the invasion of personal and business rights of privilege, confidentiality, and privacy caused by the requested discovery, as well as the rights of privilege, confidentiality, and privacy of Defendant and other third parties having rights with respect to the requested discovery.

J.P. Morgan further moves for a protective order quashing in entirety the Requests and Interrogatories in order to protect J.P. Morgan from incurring the time and expense commitment that would be required to comply with these largely irrelevant, overly broad, and unduly burdensome discovery requests. Additionally, to the extent any such information, if any, is required to be or ordered to be (by e-discovery means or otherwise) searched for, reviewed, catalogued, organized, produced or otherwise dealt with by J.P. Morgan (or its agents), it requests that all labor, material, copying and all other related charges, attorneys' fees, professional fees, costs or expenses be ordered assessed against Plaintiff Emilie Blaze who is seeking this information and/or against Plaintiff Emilie Blaze's share of distributions from the trust and/or ordered reimbursed from the trust estate. *See* TEX. PROP. CODE 114.064 ("In any proceeding under this code the court may make such award of costs and reasonable and necessary attorney's fees as may seem equitable and just"); *In re Ray Ellison Grandchildren Trust*, 261 S.W.3d 111, 126 (Tex. App. – San Antonio 2008, pet. denied)("The granting or denying of attorney's fees under this section is within the sound discretion of the trial court").

WHEREFORE, J.P. Morgan prays that the Court grant this Motion and sign a protective order in this case and grant J.P. Morgan such other and further relief to which it may be entitled.

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER BEITER
WITTENBERG & GARZA INCORPORATED**

7373 Broadway, Suite 300
San Antonio, Texas 78209
(210) 271-1700 Telephone
(210) 271-1740 Fax

By: _____

Patrick K. Sheehan
State Bar No. 18175500
Kevin M. Beiter
State Bar No. 02059065
Rudy A. Garza
State Bar No. 07738200
David Jed Williams
State Bar No. 21518060

ATTORNEYS FOR DEFENDANTS

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing was served on the following, as indicated:

Mr. David R. Deary VIA CM/R.R.R. # 7012 2210 0001 2066 9050
Mr. Jim L. Flegle
Mr. Jeven R. Sloan
LOEWINSOHN FLEGLE DEARY, L.L.P.
12377 Merit Drive, Suite 900
Dallas, Texas 75251

Mr. Richard Tinsman VIA CM/R.R.R. # 7012 2210 0001 2066 9067
TINSMAN & SCIANO, INC.
10107 McAllister Freeway
San Antonio, Texas 78205

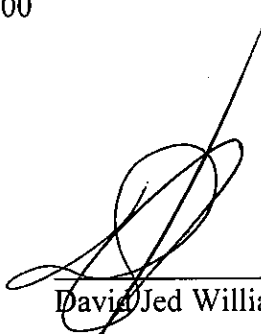
Mr. James L. Drought VIA CM/R.R.R. # 7012 2210 0001 2066 9074
DROUGHT DROUGHT & BOBBITT, LLP
112 East Pecan, Suite 2900
San Antonio, Texas 78205

Mr. George H. Spencer, Jr. VIA CM/R.R.R. # 7012 2210 0001 2066 9081
CLEMENS & SPENCER
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Mr. Steven J. Badger VIA CM/R.R.R. # 7012 2210 0001 2066 9098
Ms. Ashley Bennett Jones
ZELLE HOFMANN VOELBEL & MASON LLP
901 Main Street, Suite 4000
Dallas, Texas 75202-3975

Mr. John B. Massopust VIA CM/R.R.R. # 7012 2210 0001 2066 9104
Mr. Matt Gollinger
ZELLE HOFMANN VOELBEL & MASON LLP
500 Washington Avenue South, Suite 4000
Minneapolis, MN 55415-1152

on this 30th day of November 2012.



David Jed Williams



EXHIBIT "A"



CAUSE NO. 2010-CI-10977

JOHN K. MEYER, ET AL.,

Plaintiffs,

JP MORGAN CHASE BANK, N.A.,
INDIVIDUALLY/CORPORATELY AND
AS TRUSTEE OF THE SOUTH TEXAS
SYNDICATE TRUST AND GARY P.
AYMES,

Defendants.

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IN THE DISTRICT COURT OF

225th JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

**PLAINTIFF EMILIE BLAZE'S THIRD SET OF REQUESTS
FOR PRODUCTION TO DEFENDANTS**

TO: Defendant JP Morgan Chase Bank, N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust, by and through its attorney of record, Patrick K. Sheehan, Hornberger Sheehan Fuller Beiter Wittenberg & Garza Inc., The Quarry Heights Building, 7373 Broadway, Suite 300, San Antonio, TX 78209

Plaintiff Emilie Blaze ("Plaintiff"), hereby requests that Defendant JP Morgan Chase Bank, N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust ("Defendant") produce the following described documents for inspection and copying pursuant to Tex. R. Civ. P. 196, at the offices of Loewinsohn Flegle Deary, L.L.P., 12377 Merit Drive, Suite 900, Dallas, Texas 75251-2224, within thirty (30) days of service and that Defendant serve a written response to this First Request For Production to Defendant within thirty (30) days of service in accordance with the Texas Rules of Civil Procedure.

I.

DEFINITIONS AND INSTRUCTIONS

A. Each Request for Production below includes, but is not limited to, a request for the production of data and/or information that exists in electronic and/or magnetic form. All responsive data and/or information that exists in electronic and/or magnetic form should be: (i) copied to a CD-ROM, DVD-ROM, or other external storage device in its native format (*i.e.*, the format in which such data and/or information that exists in electronic and/or magnetic form was created, maintained, and/or used in the ordinary course of business) with all metadata intact; and (ii) produced in bates numbered form either (a) printed on paper or (b) electronically in either PDF or TIFF file format.

B. As used herein, the words and phrases set out below shall have the meaning prescribed for them:

1. "Document" or "documents" shall mean every document within the widest permissible scope of the Texas Rules of Civil Procedure, including, without limitation, every original (and every copy of any original or copy which differs in any way from any original) of every writing or recording of every kind or description, whether handwritten, typed, drawn, sketched, printed, or recorded or maintained by any physical, mechanical, electronic, or electrical means whatsoever, including, without limitation, electronic communications or data bases, emails (including, without limitation, received emails, sent emails, and deleted emails together with all attachments), text messages, SMS, MMS, BBM, or other instant message system or format, books, records, papers, pamphlets, brochures, circulars, advertisements, specifications, notebooks, worksheets, reports, lists, analyses, summaries, tax returns, financial statements, profit and loss statements, cash flow statements, balance sheets, annual or other periodic reports,

calendars, appointment books, diaries, telephone bills and toll call records, expense reports, commission statements, itineraries, agendas, check books, canceled checks, receipts, agreements, applications, offers, acceptances, proposals, purchase orders, invoices, written, electronic or otherwise recorded memorials of oral communications, forecasts, photographs, photographic slides or negatives, films, film strips, tapes and recordings, and any "tangible things" as that term is used in Texas Rule of Civil Procedure 196.1.

2. As used herein, the terms "constitute, refer or relate to," "refer or relate to," "relating to," "related," "evidencing," "reflect," "reflecting," "support," "evidence" and any similar term shall mean -- unless otherwise indicated -- having any relationship or connection to, concerning, being connected to, commenting on, responding to, containing, evidencing, showing, memorializing, describing, analyzing, reflecting, pertaining to, comprising, constituting, proving or tending to prove or otherwise establishing any reasonable, logical or causal connection.

3. As used herein, the terms "communication" or "communications" shall mean any document, oral statement, conversation, meeting, or conference, formal or informal, under any circumstances whatsoever, whereby information of any nature was stated, written, recorded, or in any manner transmitted or transferred.

4. As used herein, the terms "fact" or "facts" shall mean all evidentiary facts presently known to you and all evidentiary facts the existence of which is presently inferred by you from the existence of any combination of evidentiary and/or ultimate facts.

5. As used herein, the terms "person" or "persons" includes any natural person and any firm, limited liability company, partnership, joint venture, hospital, institution, corporation, business, organization, trust, association or any other business or governmental or quasi-

governmental entity, political subdivision, commission, board or agency of any character whatsoever together with the partners, trustees, officers, directors, employees, or agents thereof.

6. As used herein, the words "or" and "and" shall mean "and/or."

7. As used herein, the word "any" shall include the word "all," and the word "all" shall include the word "any."

8. The term "relevant", as used herein, includes by way of illustration only and not by way of limitation, the following: (1) information that either would or would not support the disclosing parties' contentions; (2) identification of those persons who, if their potential testimony were known, might reasonably be expected to be deposed or called as a witness by any of the parties; (3) information that is likely to have an influence on or affect the outcome of a claim or defense; (4) information that deserves to be considered in the preparation, evaluation or trial of a claim or defense; and (5) information that reasonable and competent counsel would consider reasonably necessary to prepare, evaluate or try a claim or defense.

9. As used herein, the words "include" and "including" shall mean "including without limitation."

10. The terms "Petition" and/or "Lawsuit" shall refer to the petition filed in the above-captioned litigation, all amendments made thereto and all claims made therein.

11. "Defendants," as used herein means any and all defendants named in this lawsuit, and any agents, employees, partners, managers, members, lawyers, accountants, representatives, and any other person or entity acting on behalf of a defendant or subject to their control.

12. As used herein, "JP Morgan" shall mean JP Morgan Chase Bank, N.A., Individually/Corporately and as Trustee of South Texas Syndicate Trust, including but not limited to, Gary P. Aymes and any and all past or present partners, officers, directors, managers,

employees, attorneys, representatives, agents, shareholders, affiliates, subsidiaries, parent companies, successors, assigns, or any entity in which Defendant has an ownership interest, individually, collectively, or in any combination and/or permutation.

13. As used herein, "Pioneer" shall mean Pioneer Natural Resources Company and any and all past or present partners, officers, directors, managers, employees, attorneys, representatives, agents, shareholders, affiliates, subsidiaries, parent companies, successors, and/or assigns.

14. As used herein, "EOG" shall mean EOG Resources Inc. and any and all past or present partners, officers, directors, managers, employees, attorneys, representatives, agents, shareholders, affiliates, subsidiaries, parent companies, successors, and/or assigns.

15. As used herein, "Reliance" shall mean Reliance Industries Limited and any and all past or present partners, officers, directors, managers, employees, attorneys, representatives, agents, shareholders, affiliates, subsidiaries, parent companies, successors, and/or assigns.

16. As used herein, "BlackBrush" shall mean BlackBrush Oil and Gas and any and all past or present partners, officers, directors, managers, employees, attorneys, representatives, agents, shareholders, affiliates, subsidiaries, parent companies, successors, and/or assigns.

17. As used herein, "Whittier" shall mean Whittier Energy Corporation and any and all past or present partners, officers, directors, managers, employees, attorneys, representatives, agents, shareholders, affiliates, subsidiaries, parent companies, successors, and/or assigns.

18. As used herein, "Hunt" shall mean Hunt Oil Company and any and all past or present partners, officers, directors, managers, employees, attorneys, representatives, agents, shareholders, affiliates, subsidiaries, parent companies, successors, and/or assigns.

19. As used herein, "Activa" shall mean Activa Resources AG and any and all past or present partners, officers, directors, managers, employees, attorneys, representatives, agents, shareholders, affiliates, subsidiaries, parent companies, successors, and/or assigns.

20. As used herein, "Bishop" shall mean Bishop Petroleum Incorporated and any and all past or present partners, officers, directors, managers, employees, attorneys, representatives, agents, shareholders, affiliates, subsidiaries, parent companies, successors, and/or assigns.

21. As used herein, "Petrohawk" shall mean Petrohawk Energy Corporation and any and all past or present partners, officers, directors, managers, employees, attorneys, representatives, agents, shareholders, affiliates, subsidiaries, parent companies, successors, and/or assigns.

22. As used herein, "Talisman" shall mean Talisman Energy USA, Inc. and any and all past or present partners, officers, directors, managers, employees, attorneys, representatives, agents, shareholders, affiliates, subsidiaries, parent companies, successors, and/or assigns.

23. As used herein, "Common Resources" shall mean Common Resources II, L.L.C. and any and all past or present partners, officers, directors, managers, employees, attorneys, representatives, agents, shareholders, affiliates, subsidiaries, parent companies, successors, and/or assigns.

24. As used herein, "First Rock" shall mean First Rock Inc. and any and all past or present partners, officers, directors, managers, employees, attorneys, representatives, agents, shareholders, affiliates, subsidiaries, parent companies, successors, and/or assigns.

25. "You," and "Your" shall mean and refer to JP Morgan Chase Bank, N.A., Individually/Corporately and as Trustee of South Texas Syndicate Trust, including but not limited to, Gary P. Aymes and any and all past or present partners, officers, directors, managers,

employees, attorneys, representatives, agents, shareholders, affiliates, subsidiaries, parents, successors, assigns, or any entity in which Defendant has an ownership interest, individually, collectively, or in any combination and/or permutation whatsoever.

26. "Plaintiff" and "Blaze" shall mean and refer to Emilie Blaze and/or her agents, representatives and/or any person or entity acting on her behalf, specifically including John Blaze.

27. "Trust" as used herein refers to the trust that is the subject of this lawsuit, commonly designated and referred to as the "South Texas Syndicate". "Trust" as used herein also refers to and includes the assets, property, and/or estate of the Trust. "Trust" further includes the fiduciary relationship governing the Trustee with respect to the Trust property when that reading of the term would cause more documents or information to be covered by the term.

28. "Trust Assets" as used herein refers to the assets, property and the estate of the Trust (*i.e.* South Texas Syndicate Trust).

29. "Trustee" shall mean Defendant JP Morgan Chase Bank, N.A., Corporately and as Trustee of the South Texas Syndicate Trust, and any individual or entity acting on its behalf, and Gary P. Aymes in his capacity as an employee of Defendant JP Morgan Chase Bank, N.A. and his capacity as fiduciary officer and/or administrator of the Trust.

30. As used herein, the term "Identify" as used herein shall include the following:

- a. When used in reference to a person, shall mean his full name, present or last known home address and telephone number, present or last known business address and telephone number, employer and job title;
- b. When used in reference to a firm or corporation, shall mean its full name and address, telephone number, any other names by which it is or has been known, its state of incorporation, and its principal place of business;
- c. When used in reference to someone or something other than a person, firm, or corporation, shall mean its official name, organizational form, address and telephone number;

- d. When used in reference to a document, shall mean the type of document, date, author, addressee, title, its present location, identity of its custodian and the substance of its contents;
- e. When used in reference to a communication or statement, shall mean the form of communication (i.e., telephone conversation, letter, face-to-face conversation, etc.), the date of the communication and the date on which it was sent and received, the identity of the persons who were involved in the communication, the substances of the communication, the present location of the communication and the identity of its custodian; and
- f. When used in reference to an act, meeting or other event, shall mean a description of the substance of the events constituting the act or meeting, the date of its occurrence, the identity of any documents concerning such act or meeting, and the identity of any documents concerning such act or meeting.

C. In construing this request:

- 1. The singular shall include the plural and the plural shall include the singular.
- 2. A masculine, feminine, or neuter pronoun shall not exclude the other genders.
- 3. The past tense of a verb shall include the present tense, and the present tense of a verb shall include the past tense.

D. If any document otherwise responsive to any Request was, but is no longer, in existence or in the possession or subject to your control, state whether:

- a. it is missing or lost;
- b. it has been destroyed;
- c. it has been transferred voluntarily to others; or
- d. it has been otherwise disposed of.

In each instance, explain the circumstances surrounding such disposition and identify the person(s) who either directed or authorized the document(s) destruction or transfer or who are knowledgeable about its disposition. Identify each document by providing a general description of its format (e.g. letter, memorandum, telegram, chart, photograph, etc.) and subject matter; and

list its authors, recipients, and date; and state whether the documents (or copies) are still in existence, and if so provide their present location(s) and custodian(s).

E. Unless otherwise stated, the relevant time period is from the formation of the Trust to the present.

F. For each document requested herein which is sought to be withheld under claim of privilege, please provide the following information:

1. The place, approximate date, and manner of recording or otherwise preparing the document;
2. The name and title of the sender, and the name and title of the recipient of the document;
3. The name of each person or persons (other than stenographic or clerical assistant) participating in the preparation of the document;
4. The name and corporate position, if any, of each person to whom the contents of the documents have heretofore been communicated by copy, exhibition, reading or substantial summarization;
5. A statement of the basis on which privilege is claimed and whether or not the subject matter of the contents of the documents is limited to legal advice or information provided for the purpose of securing legal advice; and
6. The number of the request to which the document is responsive.

H.

REQUESTS FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 93:

From 2005 to the present, all policy and/or compliance manuals created or used by JP Morgan to manage conflicts of interest, including but not limited to JP Morgan's "comprehensive code of business conduct and ethics".

RESPONSE:

REQUEST FOR PRODUCTION NO. 94:

From 2005 to the present, all policy and/or compliance manuals created or used by Trustee to manage conflicts of interest.

RESPONSE:

REQUEST FOR PRODUCTION NO. 95:

From 2005 to the present, all policy and/or compliance manuals created or used by JP Morgan to manage conflicts of interest among JP Morgan subsidiaries and affiliates, including clearance of conflicts.

RESPONSE:

REQUEST FOR PRODUCTION NO. 96:

From 2005 to the present, all policy and/or compliance manuals created or used by JP Morgan to manage conflicts of interest among JP Morgan clients, including clearance of conflicts.

RESPONSE:

REQUEST FOR PRODUCTION NO. 97:

From 2005 to the present, all policy and/or compliance manuals created or used by JP

Morgan to manage conflicts of interest when multiple JP Morgan clients are on different sides of a deal in which JP Morgan is involved.

RESPONSE:

REQUEST FOR PRODUCTION NO. 98:

From 2005 to the present, all documents that describe the existence, responsibilities, and/or operation of any conflict committee(s), compliance department, or similar group(s) within Defendant JP Morgan.

RESPONSE:

REQUEST FOR PRODUCTION NO. 99:

From 2005 to the present, all documents that describe the responsibilities and/or operation of any conflict committee, compliance department, or similar group with responsibilities involving the trust department or trust administration at Defendant JP Morgan Chase Bank.

RESPONSE:

REQUEST FOR PRODUCTION NO. 100:

From 2005 to the present, all conflict compliance reports related to any event, action, or matter related to the South Texas Syndicate Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 101:

From 2005 to the present, documents related to conflict checks or compliance reports by JP Morgan regarding Pioneer Natural Resources.

RESPONSE:

REQUEST FOR PRODUCTION NO. 102:

From 2005 to the present, documents related to conflict checks or compliance reports by JP Morgan regarding EOG.

RESPONSE:

REQUEST FOR PRODUCTION NO. 103:

From 2005 to the present, documents related to conflict checks or compliance reports by JP Morgan regarding Reliance.

RESPONSE:

REQUEST FOR PRODUCTION NO. 104:

From 2005 to the present, documents related to conflict checks or compliance reports by JP Morgan regarding BlackBrush.

RESPONSE:

REQUEST FOR PRODUCTION NO. 105:

From 2005 to the present, documents related to conflict checks or compliance reports by JP Morgan regarding Whittier.

RESPONSE:

REQUEST FOR PRODUCTION NO. 106:

From 2005 to the present, documents related to conflict checks or compliance reports by JP Morgan regarding Hunt Oil.

RESPONSE:

REQUEST FOR PRODUCTION NO. 107:

From 2005 to the present, documents related to conflict checks or compliance reports by JP Morgan regarding Aactiva Resources.

RESPONSE:

REQUEST FOR PRODUCTION NO. 108:

From 2005 to the present, documents related to conflict checks or compliance reports by JP Morgan regarding Bishop Petroleum.

RESPONSE:

REQUEST FOR PRODUCTION NO. 109:

From 2005 to the present, documents related to conflict checks or compliance reports by JP Morgan regarding Petrohawk.

RESPONSE:

REQUEST FOR PRODUCTION NO. 110:

From 2005 to the present, documents related to conflict checks or compliance reports by JP Morgan regarding Talisman USA.

RESPONSE:

REQUEST FOR PRODUCTION NO. 111:

From 2005 to the present, documents related to conflict checks or compliance reports by JP Morgan regarding Common Resources.

RESPONSE:

REQUEST FOR PRODUCTION NO. 112:

From 2005 to the present, documents related to conflict checks or compliance reports by JP Morgan regarding First Rock.

RESPONSE:

REQUEST FOR PRODUCTION NO. 113:

All communications with any STS beneficiary wherein JP Morgan disclosed any actual or potential conflict of interest involving a party with whom JP Morgan was negotiating on behalf of the STS Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 114:

Patricia Shultz-Ormond's personnel file, including but not limited to any and all analysis of her job performance.

RESPONSE:

REQUEST FOR PRODUCTION NO. 115:

Any agreement that indemnifies Patricia Shultz-Ormond for actions taken while she was employed at JP Morgan.

RESPONSE:

REQUEST FOR PRODUCTION NO. 116:

Any agreement that indemnifies Patricia Shultz-Ormond for actions taken while she worked on a contract basis for JP Morgan.

RESPONSE:

REQUEST FOR PRODUCTION NO. 117:

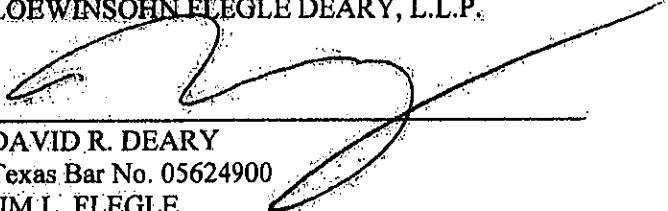
Any agreement that indemnifies Patricia Shultz-Ormond for actions taken after she was no longer employed by JP Morgan in any capacity.

RESPONSE:

DATE: October 19th, 2012.

Respectfully submitted,

LOEWINSON FLEGLE DEARY, L.L.P.



DAVID R. DEARY
Texas Bar No. 05624900
JIM L. FLEGLE
Texas Bar No. 07118600
MICHAEL J. DONLEY
Texas Bar No. 24045795
12377 Merit Drive, Suite 900
Dallas, Texas 75251
Telephone: (214) 572-1700
Telecopy: (214) 572-1717

ATTORNEYS FOR PLAINTIFF EMILIE BLAZE

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing instrument has been served on the below listed counsel of record via facsimile, this 19th day of October, 2012:

Patrick K. Sheehan
David Jed Williams
Mark A. Randolph
Rudy Garza
Hornberger Sheehan Fuller Beiter
Wittenberg & Garza Inc.
The Quarry Heights Building
7373 Broadway, Suite 300
San Antonio, TX 78209

George Spencer, Jr.
Clemens & Spencer
112 E. Pecan St., Suite 1300
San Antonio, Texas 78205

John B. Massopust
Matt Gollinger
Zelle Hofmann Voelbel & Mason LLP
500 Washington Ave. South, Ste. 4000
Minneapolis, MN 55415-1152



Michael J. Donley

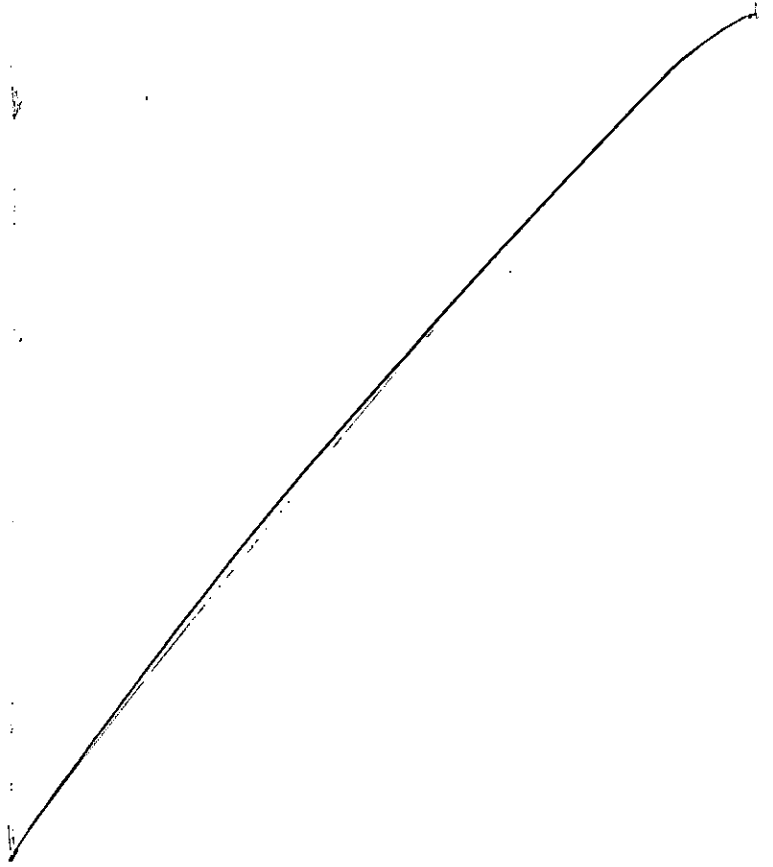
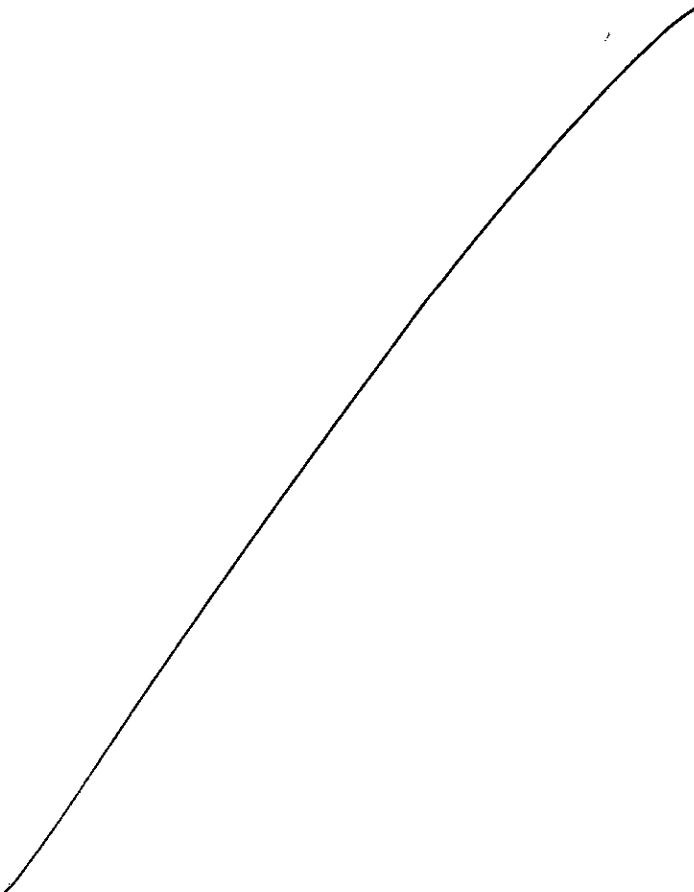


EXHIBIT "B"



CAUSE NO. 2010-CI-10977

JOHN K. MEYER, ET AL.,

Plaintiffs,

JP MORGAN CHASE BANK, N.A.,
INDIVIDUALLY/CORPORATELY AND
AS TRUSTEE OF THE SOUTH TEXAS
SYNDICATE TRUST AND GARY P.
AYMES,

Defendants.

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IN THE DISTRICT COURT OF

225th JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

**PLAINTIFF EMILIE BLAZE'S SECOND SET OF
INTERROGATORIES TO DEFENDANTS**

TO: Defendant JP Morgan Chase Bank, N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust., by and through its attorney of record, Patrick K. Sheehan, Hornberger Sheehan Fuller & Beiter Inc., The Quarry Heights Building, 7373 Broadway, Suite 300, San Antonio, TX 78209

Pursuant to Rules 193 and 197 of the Texas Rules of Civil Procedure you are required to serve on the undersigned your full and complete written responses under oath to each of the Interrogatories set forth herein within thirty (30) days after the service of the Interrogatories.

I.

DEFINITIONS AND INSTRUCTIONS

- A. To the fullest extent permitted by the Texas Rules of Civil Procedure, these Interrogatories are intended to be continuing in nature. You are requested and required to supplement your answers when appropriate or necessary to make them correct and complete.
- B. If You contend that You may partially or entirely withhold responsive information because of a rule, privilege, immunity, or other reason, provide information sufficient for Plaintiff to assess the merits of such contention.
- C. Each Interrogatory is to be read, construed and responded to separately and independently without reference to or being limited by any other Interrogatory.
- D. In answering these Interrogatories, You are required to furnish all information available to You, including information in Your possession, custody or control. Such information available to You and requested herein includes information in the possession, custody, or control of Your attorneys, agents, accountants, consultants, and all other persons acting on Your behalf, and not merely such information known to You or of Your own personal knowledge.
- E. If You cannot answer any of these Interrogatories in full after exercising due diligence to secure the information, You are required to so state and answer to the extent possible, specifying Your inability to answer the remainder, stating what information or knowledge You have concerning the unanswered portions and why You are unable to answer the unanswered portions.
- F. As used herein, the words and phrases set out below shall have the meaning prescribed for them:

1. The terms "AND" and "OR" are to be construed either disjunctively or conjunctively, whichever is appropriate, so as to bring within the scope of these Requests any information or documents that might otherwise be considered beyond its scope.

2. As used herein, the word "any" shall include the word "all," and the word "all" shall include the word "any."

3. As used herein, the words "include" and "including" shall mean "including without limitation."

4. "Defendants," as used herein means any and all defendants named in this lawsuit, and any agents, employees, partners, managers, members, lawyers, accountants, representatives, and any other person or entity acting on behalf of a defendant or subject to their control.

5. "You," and "Your" shall mean and refer to JP Morgan Chase Bank, N.A., Individually/Corporately and as Trustee of South Texas Syndicate Trust, including but not limited to, Gary P. Aymes and any and all past or present partners, officers, directors, managers, employees, attorneys, representatives, agents, shareholders, affiliates, subsidiaries, parents, successors, assigns, or any entity in which Defendant has an ownership interest, individually, collectively, or in any combination and/or permutation whatsoever.

6. "Oil and Gas Asset Management" as used herein refers to the function and/or department within JP Morgan that Bertram Hayes-Davis became Head of in 2008 as well as the JP Morgan personnel who managed this function before and after Bertram Hayes-Davis.

7. "Trust" as used herein refers to the trust that is the subject of this lawsuit, commonly designated and referred to as the "South Texas Syndicate". "Trust" as used herein also refers to and includes the assets, property, and/or estate of the Trust. "Trust" further

includes the fiduciary relationship governing the Trustee with respect to the Trust property when that reading of the term would cause more documents or information to be covered by the term.

8. "Trust Assets" as used herein refers to the assets, property and the estate of the Trust (*i.e.* South Texas Syndicate Trust).

9. "Trustee" shall mean Defendant JP Morgan Chase Bank, N.A., Corporately and as Trustee of the South Texas Syndicate Trust, and any individual or entity acting on its behalf, and Gary P. Aymes in his capacity as an employee of Defendant JP Morgan Chase Bank, N.A. and his capacity as fiduciary officer and/or administrator of the Trust.

G. In construing this request:

1. The singular shall include the plural and the plural shall include the singular.
2. A masculine, feminine, or neuter pronoun shall not exclude the other genders.
3. The past tense of a verb shall include the present tense, and the present tense of a verb shall include the past tense.

H. Unless otherwise stated, the relevant time period is from the formation of the Trust to the present.

II.

INTERROGATORIES

INTERROGATORY NO. 7:

Describe all bonus payments received by the South Texas Syndicate Trust for each lease currently active on South Texas Syndicate Trust Assets on a per lease basis. This interrogatory specifically requests the: (1) amount of the bonus; (2) the calculation method for any bonus for each lease currently active on STS Trust assets; and (3) the date on which each bonus payment was received.

RESPONSE:

INTERROGATORY NO. 8:

Describe all bonus payments on oil and gas leases received by other JP Morgan Oil and Gas Asset Management clients for leases on property South of Austin, Texas from January 1, 2007 to March 1, 2010. This interrogatory specifically requests: (1) the amount of the bonus; (2) the calculation method for each bonus payment; and (3) the date on which each bonus payment was received.

RESPONSE:

INTERROGATORY NO. 9:

Describe the bonus amount per acre for all oil and gas leases negotiated by JP Morgan on property South of Austin, Texas from January 1, 2007 to March 1, 2010.

RESPONSE:

INTERROGATORY NO. 10:

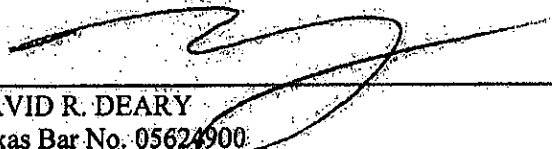
From 2005 to present, describe all advisory, financial, or other business relationships with each leasee with whom JP Morgan negotiated a lease on South Texas Syndicate Trust Assets from January 1, 2005 to present.

RESPONSE:

DATE: October 19, 2012.

Respectfully submitted,

LOEWINSOHN FLEGLE DEARY, L.L.P.



DAVID R. DEARY
Texas Bar No. 05624900

JIM L. FLEGLE
Texas Bar No. 07118600

MICHAEL J. DONLEY
Texas Bar No. 24045795

12377 Merit Drive, Suite 900
Dallas, Texas 75251

Telephone: (214) 572-1700

Telecopy: (214) 572-1717

ATTORNEYS FOR PLAINTIFF EMILIE BLAZE

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing instrument has been served on the below listed counsel of record via facsimile, this 19th day of October, 2012:

Patrick K. Sheehan
David Jed Williams
Mark A. Randolph
Hornberger Sheehan Fuller Beiter
Wittenberg & Garza Inc.
The Quarry Heights Building
7373 Broadway, Suite 300
San Antonio, TX 78209

George Spencer, Jr.
Clemens & Spencer
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John B. Massopust
Matt Gollinger
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500 Washington Ave. South, Ste. 4000
Minneapolis, MN 55415-1152


Michael J. Donley



HORNBERGER SHEEHAN FULLER BEITER

WITTENBERG & GARZA
INCORPORATED



RUDY A. GARZA
rugar@hsfblaw.com

BOARD CERTIFIED-CIVIL TRIAL LAW
AND PERSONAL INJURY TRIAL LAW
TEXAS BOARD OF LEGAL SPECIALIZATION

July 6, 2012

VIA HAND DELIVERY

The Honorable David Berchelmann, Jr.
37th Judicial District Court
100 Dolorosa
San Antonio, Texas 78205

Re: Cause No. 2010-CI-10977; *John K. Meyer vs. JP Morgan Chase Bank, N.A. Individually/Corporately and as Trustee of the South Texas Syndicate Trust and Gary P. Aymes*, in the District Court, 225th Judicial District, Bexar County, Texas

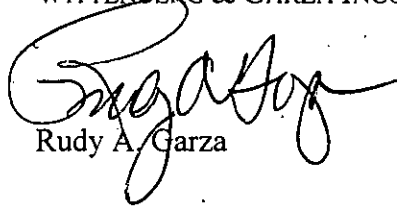
Dear Judge Berchelmann:

Enclosed is a copy of Defendants' Response to Plaintiffs' Supplemental Application for Temporary Injunction.

Should you have any questions regarding this matter, please do not hesitate to contact me.

Very truly yours,

HORNBERGER SHEEHAN FULLER BEITER
WITTENBERG & GARZA INCORPORATED


Rudy A. Garza

RAG/arz
Enclosure

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12 JUL -6 AM 11:22
DEPUTY
BY *Deborah H. [unclear]*
(received on signal)



cc:

VIA EMAIL:

Mr. David R. Deary
Mr. Jim L. Flegle
LOEWINSOHN FLEGLE DEARY, L.L.P.
12377 Merit Drive, Suite 900
Dallas, Texas 75251

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Mr. Richard Tinsman
Ms. Sharon C. Savage
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10107 McAllister Freeway
San Antonio, Texas 78205

Mr. John B. Massopust
ZELLE HOFMANN VOELBEL & MASON LLP
500 Washington Avenue South, Suite 4000
Minneapolis, MN 55415-1152





OFFICIAL NOTICE FROM
 SUPREME COURT OF TEXAS
 Post Office Box 12248
 Austin, Texas 78711-2248



2010CI10977 -P00151

RE: Case No. 12-0008

COA #: 04-11-00914-COA

DATE: 10/19/2012
 2010-CI-10977

STYLE: IN RE JPMORGAN CHASE BANK, N.A.,
 INDIVIDUALLY/CORPORATELY AND AS TRUSTEE OF THE SOUTH
 TEXAS SYNDICATE TRUST AND GARY P. AYMES

\$ 00.32⁰

MAILED FROM ZIP CODE 78701

Today the Supreme Court of Texas denied the Motion
 for Temporary Relief and denied the petition for writ
 of mandamus in the above-referenced case.

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 12 OCT 24 AM 8:23
 DEPUTY
 BY [Signature]

MAIL TO:
 HONORABLE DAVID A. BERCHELMANN
 JR.
 37TH DISTRICT COURT
 BEXAR COUNTY COURTHOUSE
 100 DOLORSA, 4TH FLOOR
 SAN ANTONIO, TX 78205





(Consolidated Under)
CAUSE NO. 2010-CI-10977

JOHN K. MEYER, ET. AL.

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IN THE DISTRICT COURT

VS.

JPMORGAN CHASE BANK, N.A.
INDIVIDUALLY/CORPORATELY
AND AS TRUSTEE OF THE SOUTH
TEXAS SYNDICATE TRUST
and GARY P. AYMES

225TH JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

**NOTICE OF FILING AFFIDAVIT OF MICHAEL A. VARZALLY
IN SUPPORT OF MOTIONS FOR PROTECTIVE ORDER AND MOTION FOR
RECONSIDERATION/MOTION TO SUPPLEMENT RECORD REGARDING PLAINTIFFS'
MOTION TO COMPEL PRODUCTION OF ELECTRONICALLY STORED INFORMATION**

Defendants JPMorgan Chase Bank, N.A., Individually/Corporately, and as Trustee of the South Texas Syndicate Trust, and Gary P. Aymes file this *Notice of Filing Affidavit of Michael A. Varzally in Support of Motions for Protective Order and Motion for Reconsideration/Motion to Supplement Record Regarding Plaintiffs' Motion to Compel Production of Electronically Stored Information.*

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER BEITER
WITTENBERG & GARZA INCORPORATED**

7373 Broadway, Suite 300
San Antonio, Texas 78209
(210) 271-1700 Telephone
(210) 271-1740 Fax

By: _____

Patrick K. Sheehan
State Bar No. 18175500
Kevin M. Beiter
State Bar No. 02059065
Rudy A. Garza
State Bar No. 07738200
David Jed Williams
State Bar No. 21518060

FILED
DISTRICT CLERK
BEXAR CO. TEXAS
2012 JUL -9 PM 3:43

ATTORNEYS FOR DEFENDANTS

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of this document was served on the following, via facsimile, on this the 9th day of July 2012:

Mr. Steven J. Badger
Ms. Ashley Bennett Jones
ZELLE HOFMANN VOELBEL & MASON LLP
901 Main Street, Suite 4000
Dallas, Texas 75202-3975


Mr. David R. Deary
Mr. Jim L. Flegle
Mr. Jeven R. Sloan
LOEWINSOHN FLEGLE DEARY, L.L.P.
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Mr. James L. Drought
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Mr. John B. Massopust
Mr. Matthew J. Gollinger
ZELLE HOFMANN VOELBEL & MASON LLP
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Minneapolis, MN 55415-1152

Mr. George Spencer, Jr.
Mr. Jeffrey J. Towers
CLEMENS & SPENCER
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San Antonio, Texas 78205

Mr. Richard Tinsman
Ms. Sharon C. Savage
TINSMAN & SCIANO, INC.
10107 McAllister Freeway
San Antonio, Texas 78205



David Jed Williams

CAUSE NO. 2010-CI-10977

JOHN K. MEYER, ET. AL.	§	IN THE DISTRICT COURT
	§	
VS.	§	225 TH JUDICIAL DISTRICT
	§	
JPMORGAN CHASE BANK, N.A.	§	
INDIVIDUALLY/CORPORATELY	§	
AND AS TRUSTEE OF THE SOUTH	§	
TEXAS SYNDICATE TRUST	§	
and GARY P. AYMES	§	BEXAR COUNTY, TEXAS

AFFIDAVIT OF MICHAEL A. VARZALLY

STATE OF NEW YORK §
 COUNTY OF NEW YORK §

BEFORE ME, the undersigned authority, on this day personally appeared Michael A. Varzally, known to me to be the person whose name is subscribed to the following instrument, who having been duly sworn, on his oath, deposes and states as follows:

1. My name is Michael A. Varzally. I am over eighteen years of age, I have never been convicted of a crime of moral turpitude, and I am of sound mind and competent and capable of making this Affidavit and have personal knowledge of the facts stated herein (as reflected by my involvement here as set out in the paragraphs below), which are true and correct.

2. I am employed by JPMorgan Chase Bank, N.A. ("JPMorgan") as an Executive Director for ITRSM Data Protection. My job duties and responsibilities include, but are not limited to: (a) serving as the primary Global Regulatory/Legal Technology Manager, which includes managing all components of the Regulatory/Legal Technology groups, including budgeting, resourcing, and staff development; (b) managing the architecture of the technologies that support JPMorgan's Global Regulatory & Legal hosted archival data warehouse to meet

various regulatory and litigation reporting and retention requirements; and (c) managing a staff of 30 to 34 IT professionals who are dedicated to supporting JPMorgan's Global & Regulatory & Legal electronic technology requirements and who respond to requests for electronically stored information, including e-mails, to comply with e-discovery obligations in litigation.

3. I am generally familiar with all of the policies and procedures implemented and implicated in JPMorgan's efforts to locate, restore and provide for the review of archived electronic data, including electronic mailboxes of current and former employees.

4. The information contained in this affidavit is based on my general knowledge of JPMorgan's business operations and my review of all reasonably accessible information related to the custodians and the Backup Tapes at issue.

5. On June 14, 2012, I provided an Affidavit regarding the procedures and anticipated costs for JPMorgan to restore archived emails producing responsive emails for this case for sixteen (16) custodians and a time period of January 1, 2005 through July 2, 2010. On July 5, 2012, I provided a second Affidavit regarding the length of time necessary for JPMorgan to restore, review and produce responsive emails for this case for the requested custodians and the same time period. It is my understanding that Plaintiffs in this matter requested and the trial court has ruled that JPMorgan must produce emails for these custodians going back to January 1, 2000 and through the present date. Restoring these emails for this additional time period would add additional costs beyond the costs and additional periods of time than the costs and time periods I provided in my prior affidavits.

6. In my June 14, 2012 Affidavit, I provided information regarding JPMorgan's general e-mail documentation retention and destruction policy, exceptions to the policy, the procedure for retrieving e-mails stored on backup tapes, JPMorgan's costs to restore backup

tapes internally, and procedures and costs incurred to review the information after restoration is complete prior to production. As I detailed in my June 14, 2012 Affidavit, the electronic information requested by Plaintiffs is not reasonably available to JPMorgan in its ordinary course of business and cannot be retrieved and produced through reasonable efforts.

7. In my June 14, 2012 affidavit, I detailed the process for restoring archived employee emails from Back-Up Tapes so that the emails can be extracted to a software platform for the Evidence Lab, where duplications are then removed and search terms applied.

8. As I detailed in my June 14, 2012 affidavit, there are costs incurred to restore back-up tapes internally. By my calculation, it would cost \$594,000 to restore e-mail correspondence for the custodians requested for the time period January 1, 2000 through the present. This does not include any storage costs or legal fees JPMorgan will incur to review the restored e-mail correspondence for responsiveness, relevance and/or any applicable privilege.

9. As I detailed in my June 14, 2012 affidavit, once the Backup Tapes are restored, e-mails must be extracted to a software platform, duplications removed, and search terms applied as well as hosted for review. Based upon my experience with similar projects for JPMorgan, including experience working with and previously working with JPMorgan's evidence lab, the email restoration process to restore the emails for the relevant custodians from Back-Up Tapes following the procedures described in my June 14, 2012 affidavit and for the time period January 1, 2000 through the present and to extract the emails to the software platform, remove duplications, and apply search terms will take JPMorgan approximately twenty (20) to twenty-four (24) weeks to complete.

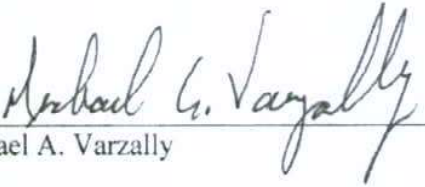
10. Based upon the number of custodians requested, and the number of months requested for each custodian for the time period January 1, 2000 through the present date, I

estimate that approximately 3,643,200 documents will be hosted for review. First-level review for this project is performed by outside, contract attorneys. After first-pass review, the documents are reviewed by outside counsel in a second-pass review. It takes considerable time to complete review of 3,643,200 documents. Generally a single reviewer can review approximately 50 documents per hour. This means that it will take approximately 72,864 hours to review these documents. JPMorgan generally employs review teams of 25-30 reviewers to allow consistency of results. Thus, I understand from working with and previously working with JPMorgan's litigation evidence lab that it will take approximately 12 to 15 months to complete first and second pass review, with emails ready to produce on a rolling basis during that time period.

11. The costs associated with hosting these estimated documents are approximately \$485,760.00. The estimated cost for first-level review of this estimated number of documents is \$2,550,240.00. After first-pass review, the documents are reviewed by outside counsel in a second-pass review. The estimated cost for the second-pass review of this estimated number of documents is \$4,371,840.00.

12. In sum, it will take JPMorgan approximately 15 to 18 months to restore, process, review and complete production of the anticipated volume of emails requested in this matter.

13. In sum, the total estimated cost to retrieve, host, search, and review the documents requested for production is \$8,001,840.00.



Michael A. Varzally

Sworn to and subscribed before me, a Notary Public, on this 6th day of June, 2012.



Notary Public

MOHINI HAIMINDRA
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN BRONX COUNTY
REG. NO. 01HA6198803
MY COMMISSION EXPIRES 01-05-2013

CAUSE NO. 2010-CI-10977

JOHN K. MEYER, ET AL.,

PLAINTIFFS,

VS.

JP MORGAN CHASE BANK, N.A
INDIVIDUALLY /CORPORATELY
AND AS TRUSTEE OF THE SOUTH
TEXAS SYNDICATE TRUST AND
GARY P. AYMES,

DEFENDANTS.

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IN THE DISTRICT COURT

225th JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

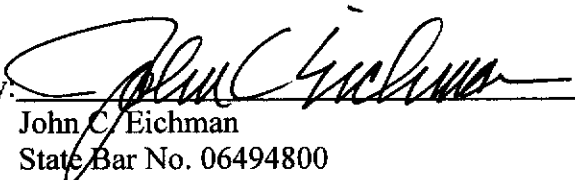
NOTICE OF FILING OF AFFIDAVIT OF CINDY EUBANK

JPMorgan Chase Bank, N.A., in its corporate capacity, files the Affidavit of Cindy Eubank, attached hereto as Exhibit 1, in response to Plaintiff-Intervenors' Motion to Compel Answers to Interrogatories and Production of Documents.

Respectfully submitted,

HUNTON & WILLIAMS LLP

By: _____


John C. Eichman
State Bar No. 06494800
Email: jeichman@hunton.com
Amy S. Bowen
State Bar No. 24028216
Email: abowen@hunton.com

1445 Ross Avenue, Suite 3700
Dallas, Texas 75202
(214) 979-3000
(214) 880-0011 (fax)

**ATTORNEYS FOR DEFENDANT
JP MORGAN CHASE BANK, N.A., IN ITS
CORPORATE CAPACITY**

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument has been served on the following counsel of record via certified mail, return receipt requested this 25th day of October, 2012.

John B. Massopust
Matthew J. Gollinger
ZELLE HOFMANN VOELBEL & MASON
LLP
500 Washington Avenue South, Suite 5000
Minneapolis, MN 55415
Facsimile: (612) 336-9100

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Jim L. Flegle
Michael J. Donley
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Patrick K. Sheehan
David Jed Williams
HORNBERGER SHEEHAN FULLER &
BEITER, INC.
The Quarry Heights Building
7373 Broadway, Suite 300
San Antonio, TX 78209
Facsimile: (210) 271-1730


John C. Eichman

EXHIBIT 1

CAUSE NO. 2010-CI-10977

JOHN K. MEYER, *ET AL.*,

Plaintiffs,

JP MORGAN CHASE BANK, N.A.,
INDIVIDUALLY/CORPORATELY
AND AS TRUSTEE OF THE SOUTH
TEXAS SYNDICATE TRUST AND
GARY P. AYMES,

Defendants,

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IN THE DISTRICT COURT

225th JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

AFFIDAVIT OF CINDY EUBANK

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Cindy Eubank who, being duly sworn on her oath deposed and stated as follows:

1. My name is Cindy Eubank. I am over the age of twenty-one and am competent to make this affidavit. All statements herein are true and correct and within my personal knowledge. I make this affidavit on behalf of JPMorgan Chase Bank, N.A. ("JPMorgan") in its corporate capacity.

2. I am currently employed by JPMorgan as a Vice President. I am Compliance Director for Domestic Private Banking/High Net Worth and Ultra-High Net Worth which is part of JPMorgan's Global Wealth Management group ("GWM") and I support trusts and estates. I have been in compliance with JPMorgan or a predecessor of JPMorgan since 1996.

3. As a result of my job duties and responsibilities I have personal knowledge of compliance matters including various policies of JPMorgan and GWM designed to address the handling of “material non-public information” (“MNPI”) and “inside information.” JPMorgan employees, including trust officers, mineral managers, and others, involved in the management of trusts such as the South Texas Syndicate Trust at issue in this lawsuit, are included in GWM and are subject to its policies.

4. Since at least 2004, JPMorgan has maintained policies that prohibit the use of MPNI or inside information by JPMorgan employees overseeing fiduciary assets such as those assets held in the South Texas Syndicate Trust. The information barriers – also known as “Chinese Walls” – are designed, as defined in the policies, to limit the flow of information between those areas of JPMorgan that routinely have access to MNPI and inside information such as Investment Banking, Capital Markets, Mergers and Acquisitions, Restructuring and Commercial Lending, and other areas of JPMorgan, including GWM, that do not have access to MNPI and inside information.

5. At JPMorgan all employees are subject to the JPMorgan Chase Code of Conduct (the “Code of Conduct”). Sections 2.1 and 2.2 of the Code of Conduct sets forth the prohibition against the sharing of MNPI and inside information. A true and correct copy of relevant excerpts of the current Code of Conduct are attached to this affidavit as Exhibits “A.”¹

6. In GWM, the prohibition against the sharing of MNPI or inside information is further defined by the Global Wealth Management Information Safeguarding Policy (the

¹ The current version of the Code of Conduct was enacted in 2012. Accordingly, what are currently Sections 2.1 and 2.2 of the Code of Conduct were previously Sections 4.1 and 4.2. Sections 4.1 and 4.2 of the prior version of the Code of Conduct are attached to this affidavit as Exhibit “A-1.”

"GWM Policy"). The current GWM Policy has been in effect since October 1, 2007. A true and correct copy of the GWM Policy is attached to this affidavit as Exhibit "B."

7. "Material information" is "information where there is a substantial likelihood that it would be considered important to a reasonable investor deciding to purchase or sell stock or other securities." Exhibit "B," p. 2. Examples of material information may include "corporate events such as impending mergers, sales of subsidiaries, acquisitions, tender offers, leveraged buy-outs and other corporate restructurings;" "financial results," including "projections;" "new securities offerings" or "stock splits;" and "significant shifts in operating or financial circumstances such as cash-flow reductions" or "liquidity needs." Exhibit "B," p. 2.

8. Non-public information is information that "has not been disseminated in a manner making it available to investors generally." Exhibit "B," p. 2.

9. "Inside information" is defined under the GWM Policy as "material, non-public information relating to a corporation, public entity or other issuer of securities." Exhibit "B," p. 2.

10. In order to isolate GWM employees from any MNPI or inside information within JPMorgan, the GWM Policy sets forth the following guidelines:

- GWM employees should not seek to obtain access to materials from insider areas that may contain inside information or MNPI.
- To prevent the inadvertent flow of inside information or MNPI, GWM employees are generally physically segregated from employees with insider information and business units segregate sensitive files and restrict access by persons from other business units.
- All GWM employees must have a good working knowledge of the legal restrictions and JPMorgan's policies and procedures on the use and dissemination of inside information or MNPI.

Exhibit "A." p. 4.

11. In addition to the Code of Conduct, the GWM Policy expressly states that it should be read in conjunction with (a) JPMorgan Chase & Co. Policy on Information Barriers; and (b) J.P. Morgan Asset Management Safeguarding Policy. True and correct copies of relevant excerpts of these policies are attached to this affidavit as Exhibits "C," and "D," respectively. Like the GWM Policy, these policies set forth the prohibitions against the sharing of insider information and MNPI.

Cindy Eubank
Cindy Eubank, Affiant

Sworn and subscribed to before me by the said Cindy Eubank on this 25th day of October, 2012, to certify which witness my hand and seal of office.



Melissa A. Hayes
Notary Public in and for the State of Texas

My commission expires:

August 22, 2014

Exhibit “A”

Exhibit “A-1”

Exhibit
“B”

Exhibit “C”

Exhibit
“D”



HORNBERGER SHEEHAN FULLER BEITER

WITTENBERG & GARZA
INCORPORATED



RUDY A. GARZA
rugar@hsfblaw.com

BOARD CERTIFIED-CIVIL TRIAL LAW
AND PERSONAL INJURY TRIAL LAW
TEXAS BOARD OF LEGAL SPECIALIZATION

July 12, 2012

VIA HAND DELIVERY

Ms. Virginia Rainey, Clerk
37th Judicial District Court
100 Dolorosa
San Antonio, Texas 78205

Re: Cause No. 2010-CI-10977; *John K. Meyer vs. JP Morgan Chase Bank, N.A. Individually/Corporately and as Trustee of the South Texas Syndicate Trust and Gary P. Aymes*, in the District Court, 225th Judicial District, Bexar County, Texas

Dear Ms. Rainey:

Please advise Judge Berchelmann that the parties are engaging in discussions in an effort to resolve issues related to the ESI discovery disputes. As a result of these discussions, JPMorgan has agreed to drop the current setting of Defendants' Motion for Reconsideration/Motion to Supplement Record Regarding Plaintiff's Motion to Compel Production of Electronically Stored Information (ESI), which motion is currently set for July 18, 2012, at 1:30 p.m. in the 37th District Court.

Thank you for your consideration.

Very truly yours,

HORNBERGER SHEEHAN FULLER BEITER
WITTENBERG & GARZA INCORPORATED

Rudy A. Garza

RAG/arz

FILED
DISTRICT CLERK
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12 JUL 12 PM 4:10
DEPUTY
BY *Donna M. Hume*





HORNBERGER SHEEHAN FULLER BEITER

WITTENBERG & GARZA

INCORPORATED

7373 Broadway, Suite 300 • San Antonio, TX 78209

Ms. Virginia Rainey, Clerk
37th Judicial District Court
100 Dolorosa
San Antonio, Texas 78205

BY _____

DEPUTY

12 JUL 12 PM 4:09

DISTRICT CLERK
BEXAR CO. TEXAS

CAUSE NO. 2010-CI-10977

JOHN K. MEYER, ET AL.,	§	IN THE DISTRICT COURT
	§	
PLAINTIFFS,	§	
	§	
VS.	§	
	§	225th JUDICIAL DISTRICT
JP MORGAN CHASE BANK, N.A	§	
INDIVIDUALLY /CORPORATELY	§	
AND AS TRUSTEE OF THE SOUTH	§	
TEXAS SYNDICATE TRUST AND	§	
GARY P. AYMES,	§	
	§	
DEFENDANTS.	§	BEXAR COUNTY, TEXAS

ENTRY OF APPEARANCE

Hunton & Williams LLP enters its appearance as co-counsel for JPMorgan Chase Bank, N.A., in its corporate capacity, and requests that all notices given or required to be given, and all papers served or required to be served, in these proceedings be given to and served upon the following:

John C. Eichman
Amy S. Bowen
Hunton & Williams LLP
1445 Ross Ave., Suite 3700
Dallas, Texas 75202
Telephone: (214) 979-3000
Telecopy: (214) 880-0011

Respectfully submitted,

HUNTON & WILLIAMS LLP

By: _____

John C. Eichman

State Bar No. 06494800

Email: jeichman@hunton.com

Amy S. Bowen

State Bar No. 24028216

Email: abowen@hunton.com

1445 Ross Avenue, Suite 3700

Dallas, Texas 75202

(214) 979-3000

(214) 880-0011 (fax)

**ATTORNEYS FOR DEFENDANT
JP MORGAN CHASE BANK, N.A., IN ITS
CORPORATE CAPACITY**

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument has been served on the following counsel of record via certified mail, return receipt requested this 25th day of October, 2012.

John B. Massopust
Matthew J. Gollinger
Zelle Hofmann Voelbel & Mason LLP
500 Washington Avenue South, Suite 5000
Minneapolis, MN 55415
Facsimile: (612) 336-9100

Steven J. Badger
Ashley Bennett Jones
Zelle Hofmann Voelbel & Mason LLP
901 Main Street, Suite 4000
Dallas, Texas 75202-3975
Facsimile: (214) 760-8994

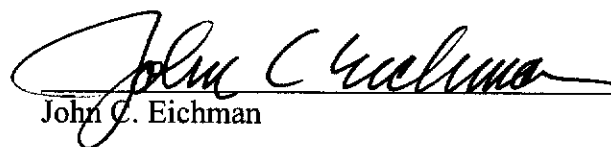
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David R. Deary
Jim L. Flegle
Michael J. Donley
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Patrick K. Sheehan
David Jed Williams
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Facsimile: (210) 271-1730

Richard Tinsman
TINSMAN & SCIANO, INC.
10107 McAllister Freeway
San Antonio, Texas 78205
Telephone: (210) 225-3121


John C. Eichman



HUNTON & WILLIAMS LLP
FOUNTAIN PLACE
1445 ROSS AVENUE
SUITE 3700
DALLAS, TEXAS 75202-2799

TEL 214 • 979 • 3000
FAX 214 • 880 • 0011

JOHN C. EICHMAN
DIRECT DIAL: 214 • 468 • 3321
EMAIL: jeichman@hunton.com

October 25, 2012

VIA E-FILING

Ms. Jennifer Contreras, Court Clerk
225th Judicial District Court
Bexar County Courthouse
100 Dolorosa
San Antonio, Texas 78205


Re: Cause No. 2010-CI-10977, *John K. Meyer, et al. v. JPMorgan Chase bank, N.A., Individually / Corporately and as Trustee of the South Texas Syndicate Trust and Gary P. Aymes*; in the 225th Judicial District Court of Bexar County, Texas

Dear Ms. Contreras:

Attached for filing in the above-referenced matter are the following:

1. Entry of Appearance; and
2. Notice of Filing of Affidavit of Cindy Eubank.

Sincerely,



John C. Eichman



Ms. Jennifer Contreras, Court Clerk
October 25, 2012
Page 2

JCE:pk
Attachment

cc: John B. Massopust / Matthew J. Gollinger (*via certified mail*)
Steven J. Badger / Ashley Bennett Jones (*via certified mail*)
George Spencer, Jr. (*via certified mail*)
James L. Drought (*via certified mail*)
Richard Tinsman (*via certified mail*)
David R. Deary / Jim L. Flegle / Michael J. Donley (*via certified mail*)
Patrick K. Sheehan / David Jed Williams (*via certified mail*)



DISTRICT CLERK
BEXAR CO. TEXAS
12 JUL 17 PM 4:59 4:59
BY *Lamar Dawan*

CAUSE NO. 2010-CI-10977

JOHN K. MEYER, ET AL.)
VS.)
JP MORGAN CHASE BANK, N.A.)
INDIVIDUALLY/CORPORATELY AND)
AS TRUSTEE OF THE SOUTH)
TEXAS SYNDICATE TRUST AND)
GARY P. AYMES)
IN THE DISTRICT COURT)
OF BEXAR COUNTY, TEXAS)
225TH JUDICIAL DISTRICT)

RECEIPT OF EXHIBITS TO DISTRICT CLERK'S OFFICE
UNDER RULE 75(a) OF THE TEXAS RULES OF CIVIL PROCEDURE

I, Delcine M. Benavides, Court Reporter for the 37th District Court of Bexar County, Texas, certify and acknowledge that the following exhibits were given to the District Clerk's Office of Bexar County, Texas to the below named Deputy District Clerk:

PX Nos. 1 and 49
DX No. 1

Lamar Dawan
Deputy District Clerk
7.17.12
Date

Delcine M. Benavides
Court Reporter
7-17-12
Date

EXHIBITS CHECKED OUT TO BE COPIED
BY: _____
RETURNED: _____

DATE: _____

EXHIBITS CHECKED OUT TO BE COPIED
BY: _____
RETURNED: _____

DATE: _____

HEARING DATE: 7-6-12
Mr. George H. Spencer(PLT) Mr. Rudy Garza(DFT)
Mr. James L. Drought (PLT) Mr. David J. Williams (DFT)
Mr. Michael J. Donley (PLT) Mr. Patrick K. Sheehan (DFT)
Mr. Richard E. Tinsman (PLT)
Mr. Matthew J. Gollinger (PLT)
1 BROWN PENDAFLEX AND 1 WHITE ENVELOPE

CAUSE NO. 2010-CI-10977

JOHN K. MEYER, ET AL.	§	IN THE DISTRICT COURT
	§	
VS.	§	225 TH JUDICIAL DISTRICT
	§	
JPMORGAN CHASE BANK, N.A.	§	
INDIVIDUALLY/CORPORATELY	§	
AND AS TRUSTEE OF THE SOUTH	§	
TEXAS SYNDICATE TRUST AND	§	
GARY P. AYMES	§	BEXAR COUNTY, TEXAS

**PIONEER NATURAL RESOURCES USA, INC.'s
NON-PARTY MOTION FOR PROTECTION**

NOW COMES Pioneer Natural Resources USA, Inc. (Pioneer), a non-party, to file its Motion for Protection as it relates to Defendant JP Morgan Chase Bank, N.A.'s (JPM) Responses to Plaintiff-Intervenors' Requests for Production. Pioneer filed a similar Motion for Protection from a Notice of Record Request previously served directly by Plaintiffs pursuant to §59.006 of the Texas Finance Code, which related to much of the same information now sought through JPM. In support of its Motion, Pioneer shows as follows:

1. Pioneer is not a party to this lawsuit and it does not have a financial stake in the outcome of this litigation.
2. Plaintiff-Intevenors served their first set of Requests for Production to JPM. JPM responded and objected, and then Plaintiff-Intervenors asserted a Motion to Compel dated September 13, 2012. Pioneer was recently made aware of JPM's responses and Plaintiff-Intervenors' Motion to Compel.
3. According to the Motion, Plaintiff-Intervenors seek to obtain from JPM certain information that is confidential and proprietary to Pioneer.

4. A trial court may issue an order protecting a non-party from a discovery request that invades personal, constitutional or property rights, or is unduly burdensome, unnecessarily expensive and/or harassing. TRCP 192.6(b). The court has the authority to deny or limit the scope of discovery based on the needs and circumstances of the case. TRCP 192 cmt. 7.
5. Pioneer asks the Court for a Protective Order because Plaintiff-Intervenors' RFP Nos. 9, 10, 11 and 12 are overly broad, not reasonably limited in time or scope, unspecific, and not reasonably calculated to lead to the discovery of relevant or admissible evidence. A discovery request must be reasonably tailored to include only relevant matters. *In re Am. Optical Corp.*, 988 S.W.2d 711, 713 (Tex. 1998).
6. Pioneer asks for a Protective Order because the Plaintiff-Intervenors are seeking the production of extensive and highly sensitive business information that is irrelevant to and should not be disclosed in the underlying lawsuit. Plaintiffs-Intervenors' requests are unnecessary fishing expeditions that invade Pioneer's right to private and confidential banking information. TRCP 192.6(b); *K-Mart Corp. v. Sanderson*, 937 S.W.2d 429, 431 (Tex. 1996) (fishing for evidence is impermissible); *In re Sears, Roebuck & Co.*, 146 S.W.3d 328, 333 (Tex. App. – Beaumont 2004, orig. proceeding) (a party embarks on a fishing expedition when it submits discovery not narrowly tailored and overly broad).
7. Pioneer does not consent to the release of its confidential, proprietary, private and privileged information maintained by JP Morgan.

WHEREFORE, Pioneer Natural Resources USA, Inc. asks the Court to enter a Protective Order from the release of its banking information, and for all other relief to which this Defendant is entitled.

Respectfully submitted,



David L. Ortega
State Bar No. 00791377
Naman, Howell, Smith & Lee, PLLC
10001 Reunion Place, Suite #600
San Antonio, Texas 78216
Telephone: 210-731-6353
Facsimile: 210-785-2953

**ATTORNEYS FOR PIONEER NATURAL
RESOURCES USA, INC.**

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing was served in compliance with the Texas Rules of Civil Procedure on this the 30th day of October, 2012 to the following counsel of record:

Mr. Jim L. Flegle
Mr. David R. Deary
Mr. Michael Donley
Loewinsohn Flegle Deary, LLP
12377 Merit Drive, Suite #900
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Mr. Patrick K. Sheehan
Mr. Mark A. Randolph
Mr. David Jed Williams
Hornberger Sheehan Fuller & Beiter Incorporated
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San Antonio, Texas 78209

Mr. John B. Massopust
Mr. Matthew J. Gollinger
Zelle Hofmann Voelbel & Mason LLP
500 Washington Avenue South, Suite #5000
Minneapolis, MN 55415

Mr. Steven J. Badger
Ms. Ashley Bennett Jones
Zelle Hofmann Voelbel & Mason LLP
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Dallas, Texas 75205-3975

Mr. Richard Tinsman
Tinsman & Sciano, Inc.
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San Antonio, Texas 78216

Mr. James L. Drought
Drought, Drought & Bobbitt, L.L.P.
2900 Weston Centre
112 East Pecan Street
San Antonio, Texas 78205

Mr. George H. Spencer, Jr.
Clemens & Spencer
112 East Pecan, Suite 1300
San Antonio, Texas 78205



David L. Ortega

CAUSE NO. 2010-CI-10977

JOHN K. MEYER, ET. AL.	§	IN THE DISTRICT COURT
	§	
VS.	§	225 TH JUDICIAL DISTRICT
	§	
JPMORGAN CHASE BANK, N.A.	§	
INDIVIDUALLY/CORPORATELY	§	
AND AS TRUSTEE OF THE SOUTH	§	
TEXAS SYNDICATE TRUST	§	
and GARY P. AYMES	§	BEXAR COUNTY, TEXAS

DEFENDANT’S MOTION FOR PROTECTIVE ORDER
AGAINST PLAINTIFF-INTERVENORS

Defendant JPMorgan Chase Bank, N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust (collectively “J.P. Morgan”) files this Motion for Protective Order against Plaintiffs-Intervenors (pursuant to common law and per Rule 192.6 TRCP) with respect to discovery served upon J.P. Morgan by Plaintiff-Intervenors in this case and with respect thereto, would show the Court as follows:

I.

On June 19, 2012, Plaintiff-Intervenors served upon J.P. Morgan their First Set of Requests for Production and First Set of Interrogatories. True and correct copies of these Requests and Interrogatories are attached and incorporated herein as Exhibits “A” and “B” to this Motion.

II.

These Requests and Interrogatories, in general, seek highly confidential business and personal information and information that is confidential and proprietary to J.P. Morgan (or to other non-party J.P. Morgan entities), and potentially to third parties, including Reliance Industries Limited and Pioneer Natural Resources. The requested information is not relevant to the subject matter of this case and is thus, beyond the scope of permissible discovery. In its

responses to the Requests and Interrogatories, J.P. Morgan has specifically objected to the offending requests and interrogatories in addition to seeking the relief requested herein. All such objections are incorporated herein and made a part of this Motion for Protective Order Against Plaintiff-Intervenors.

III.

In the Requests and Interrogatories, Plaintiff-Intervenors attempt to task the J.P. Morgan entity sued in this case to obtain information and documents from entities and persons that are not parties to this case. Plaintiff-Intervenors address many requests and interrogatories to requests to “You” and define “You” to improperly include “any and all past or present partners, officers, subsidiaries, managers, employees, representatives, agents, shareholders, affiliates, subsidiaries, parents, successors, assigns, or any entity in which Defendant has an ownership interest, individually, collectively, or in any combination and/or permutation whatsoever.” J.P. Morgan objects to (1) being required to seek any of the information requested by Plaintiff-Intervenors in the Requests and Interrogatories and also to (2) being required to respond to these discovery requests in any capacity other than the capacities in which it has been sued and to which these Requests and Interrogatories are directed. J.P. Morgan should only have to respond to discovery with information and documents obtainable from the only such entity - Defendant JPMorgan Chase Bank, N.A., Individually/Corporately and in its role as Trustee of the South Texas Syndicate Trust. J.P. Morgan objects to the definition of “You” as overly broad to include entities or businesses unrelated to the business that administers personal trusts. Accordingly, J.P. Morgan moves for a protective order.

IV.

In its responses, J.P. Morgan has objected to the alleged “relevant time period” designated by Plaintiffs-Intervenors in the Requests and Interrogatories to be 2000 to the present. This time period is overly broad and unduly burdensome in purporting to require J.P. Morgan to search for and produce information going back twelve (12) years. Accordingly, J.P. Morgan moves for a protective order.

V.

Further, the Requests and Interrogatories have no relevance to the subject matter of this case, are overly broad in scope and would unduly burden J.P. Morgan with the need to search for, organize, review and produce a massive amount of information and data from an extended period of time at great time and expense. Accordingly, J.P. Morgan moves for a protective order.

VI.

J.P. Morgan has generally objected to these requests in purporting to require the production of electronically stored information (“ESI”) for over a twelve (12) year period with no specification (or agreement) as to custodians and search terms to locate responsive and relevant information. Such requests will create excessive and unduly burdensome work, time to locate, review and produce and exorbitant cost. In general, the ESI requested in these requests is not reasonably available to J.P. Morgan in the ordinary course of its business. J.P. Morgan cannot – through reasonable effort – retrieve the data or information requested or produce it in the form requested. J.P. Morgan therefore objects to complying with these requests with regard to ESI production under TRCP 196.4 (including retrieving and reviewing such ESI in order to obtain information responsive to any of the Interrogatories) and moves for a protective order. In

the event the Court orders that J.P. Morgan comply with any such request, under TRCP 196.4, the Court “must order that the requesting party pay the reasonable expenses of any extraordinary steps required to retrieve and produce the information.”

VII.

Further, multiple requests and interrogatories seek documents and information that may consist of potential banking records for third parties. With respect to these requested records, Plaintiff-Intervenors have failed to satisfy the requirements of Tex. Fin. Code §59.006, and specifically, §§59.006(b), (c), and (d), which require that Plaintiff-Intervenors pay J.P. Morgan’s costs and attorneys’ fees, give notice to the affected possible customers of J.P. Morgan and give those customers an opportunity to consent or refuse to consent to the production of their records.

VIII.

Rule 192.6(b) of the Texas Rules of Civil Procedure provides that “[t]o protect the movant from undue burden, unnecessary expense, harassment, annoyance, or the invasion of personal, constitutional, or property rights, the court may make any order in the interest of justice...”. J.P. Morgan thus moves for a protective order under Rule 192.6(b) and under the common law to protect itself (and others affected by these discovery requests, such as third parties) from the invasion of personal and business rights of privilege, confidentiality, and privacy caused by the requested discovery, as well as the rights of privilege, confidentiality, and privacy of Defendant and other third parties having rights with respect to the requested discovery.

IX.

J.P. Morgan further moves for a protective order quashing in entirety the Requests and Interrogatories in order to protect J.P. Morgan from incurring the time and expense commitment

that would be required to comply with these largely irrelevant, overly broad, and unduly burdensome discovery requests. Additionally, to the extent any such information, if any, is required to be or ordered to be (by e-discovery means or otherwise) searched for, reviewed, catalogued, organized, produced or otherwise dealt with by J.P. Morgan (or its agents), it requests that all labor, material, copying and all other related charges, attorneys' fees, professional fees, costs or expenses be ordered assessed against Plaintiff-Intervenors who are seeking this information and/or against Plaintiff-Intervenors' share of distributions from the trust and/or ordered reimbursed from the trust estate. *See* TEX. PROP. CODE 114.064 ("In any proceeding under this code the court may make such award of costs and reasonable and necessary attorney's fees as may seem equitable and just"); *In re Ray Ellison Grandchildren Trust*, 261 S.W.3d 111, 126 (Tex. App. – San Antonio 2008, pet. denied)("The granting or denying of attorney's fees under this section is within the sound discretion of the trial court").

WHEREFORE, J.P. Morgan prays that the Court grant this Motion and sign a protective order in this case and grant J.P. Morgan such other and further relief to which it may be entitled.

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER BEITER
WITTENBERG & GARZA INCORPORATED**

7373 Broadway, Suite 300
San Antonio, Texas 78209
(210) 271-1700 Telephone
(210) 271-1740 Fax

By: s/ David Jed Williams

Patrick K. Sheehan
State Bar No. 18175500
Kevin M. Beiter
State Bar No. 02059065
Rudy A. Garza
State Bar No. 07738200
David Jed Williams
State Bar No. 21518060

ATTORNEYS FOR DEFENDANTS

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of this document was served upon the following on July 23, 2012 by the method indicated:

Mr. Steven J. Badger
Ms. Ashley Bennett Jones
ZELLE HOFMANN VOELBEL & MASON LLP
901 Main Street, Suite 4000
Dallas, Texas 75202-3975

CERTIFIED MAIL R.R.R.

Mr. David R. Deary
Mr. Jim L. Flegle
Mr. Jeven R. Sloan
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CERTIFIED MAIL R.R.R.

Mr. James L. Drought
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CERTIFIED MAIL R.R.R.

Mr. John B. Massopust
Mr. Matthew J. Gollinger
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Minneapolis, MN 55415-1152

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Mr. Jeffrey J. Towers
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San Antonio, Texas 78205

CERTIFIED MAIL R.R.R.

Mr. Richard Tinsman
Ms. Sharon C. Savage
TINSMAN & SCIANO, INC.
10107 McAllister Freeway
San Antonio, Texas 78205

CERTIFIED MAIL R.R.R.

s/ David Jed Williams
David Jed Williams

CAUSE NO. 2010-CI-10977

JOHN K. MEYER, *ET AL.*,

Plaintiffs,

JP MORGAN CHASE BANK, N.A.,
INDIVIDUALLY/CORPORATELY
AND AS TRUSTEE OF THE SOUTH
TEXAS SYNDICATE TRUST AND
GARY P. AYMES,

Defendants.

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IN THE DISTRICT COURT

225th JUDICIAL DISTRICT

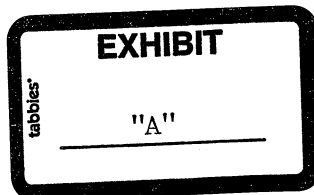
BEXAR COUNTY, TEXAS

**PLAINTIFF-INTERVENORS' FIRST SET OF REQUESTS FOR PRODUCTION TO
DEFENDANT JP MORGAN CHASE BANK, N.A., INDIVIDUALLY/CORPORATELY
AND AS TRUSTEE OF THE SOUTH TEXAS SYNDICATE TRUST**

TO: Defendant JP Morgan Chase Bank, N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust, by and through its attorney of record, Patrick K. Sheehan, Hornberger Fuller Sheehan & Beiter Inc., The Quarry Heights Building, 7373 Broadway, Suite 300, San Antonio, TX 78209

The Individual Beneficiary Plaintiff-Intervenors¹ to the above-captioned action hereby request that Defendant JP Morgan Chase Bank, N.A., in its individual and corporate capacities and as Trustee of the South Texas Syndicate Trust ("Defendant") produce the following described documents for inspection and copying pursuant to Tex. R. Civ. P. 196, at the offices of Zelle Hofmann Voelbel & Mason LLP, 901 Main Street, Suite 4000, Dallas, Texas 75202-3975,

¹ Linda Aldrich, Sarah Bell, Kathryn M. Canwell, John Carney, Josephine Carney, Barbara Carson, Alice Cestari, Barbara Warner Collins, Margaret Cost, Harriett O. Curry, Alessandra Cutolo, Francesca Cutolo, AnnaJo Doerr, Edward Doerr, Henry Doerr IV, Katherine D. Doerr, Mary C. Doerr, Cathy A. Duus, John D. & Kathleen French, Andrew Hilgartner, Elizabeth Jubert, Catherine Hilgartner Masucci, David W. McLean, Lisa F. McLean, Nancy McLean, Robert C. and Kathryn F. Mesaros, Jeannette M. Muirhead, Caroline P. Myhre, Marcia Lee Nelson, Anne Pennock, Charles F. Pierson, Jr., David Pierson, James Pierson, Addison Piper, Andrew P. Piper, Ann Piper, Edmund L. Piper, George F. Piper, Harry C. Piper, James T. Piper, John Carter Piper, John Q. Piper, Matthew B. Piper, Vincent G. Pardo Piper, William G. Piper, William Piper, Elizabeth Piper-Forman, Mary M. Schwartz, Elizabeth Warner Verkade, Julia Mary Walker, Barbara Warner, Bonnie Warner, Ellsworth A. Warner, Jr., H. T. & S. S. Warner, M. A. Warner Jr., Ted E. Warner, Thomas Livingston Warner, and Dixie Webb.



within thirty (30) days of service and that Defendant serve a written response to this Third Request For Production to Defendant within thirty (30) days of service in accordance with the Texas Rules of Civil Procedure.

DEFINITIONS AND INSTRUCTIONS

A. Each Request for Production below includes, but is not limited to, a request for the production of data and/or information that exists in electronic and/or magnetic form. All responsive data and/or information that exists in electronic and/or magnetic form should be: (i) copied to a CD-ROM, DVD-ROM, or other external storage device in its native format (*i.e.*, the format in which such data and/or information that exists in electronic and/or magnetic form was created, maintained, and/or used in the ordinary course of business) with all metadata intact; and (ii) produced in bates numbered form either (a) printed on paper or (b) electronically in either PDF or TIFF file format.

B. As used herein, the words and phrases set out below shall have the meaning prescribed for them:

1. "Document" or "documents" shall mean every document within the widest permissible scope of the Texas Rules of Civil Procedure, including, without limitation, every original (and every copy of any original or copy which differs in any way from any original) of every writing or recording of every kind or description, whether handwritten, typed, drawn, sketched, printed, or recorded or maintained by any physical, mechanical, electronic, or electrical means whatsoever, including, without limitation, electronic communications or data bases, emails (including, without limitation, received emails, sent emails, and deleted emails together with all attachments), text messages, SMS, MMS, BBM, or other instant message system or format, books, records, papers, pamphlets, brochures, circulars, advertisements, specifications,

notebooks, worksheets, reports, lists, analyses, summaries, tax returns, financial statements, profit and loss statements, cash flow statements, balance sheets, annual or other periodic reports, calendars, appointment books, diaries, telephone bills and toll call records, expense reports, commission statements, itineraries, agendas, check books, canceled checks, receipts, agreements, applications, offers, acceptances, proposals, purchase orders, invoices, written, electronic or otherwise recorded memorials of oral communications, forecasts, photographs, photographic slides or negatives, films, film strips, tapes and recordings, and any "tangible things" as that term is used in Texas Rule of Civil Procedure 196.1.

2. As used herein, the terms "constitute, refer or relate to," "refer or relate to," "relating to," "related," "evidencing," "reflect," "reflecting," "support," "evidence" and any similar term shall mean -- unless otherwise indicated -- having any relationship or connection to, concerning, being connected to, commenting on, responding to, containing, evidencing, showing, memorializing, describing, analyzing, reflecting, pertaining to, comprising, constituting, proving or tending to prove or otherwise establishing any reasonable, logical or causal connection.

3. As used herein, the terms "communication" or "communications" shall mean any document, oral statement, conversation, meeting, or conference, formal or informal, under any circumstances whatsoever, whereby information of any nature was stated, written, recorded, or in any manner transmitted or transferred.

4. As used herein, the terms "fact" or "facts" shall mean all evidentiary facts presently known to you and all evidentiary facts the existence of which is presently inferred by you from the existence of any combination of evidentiary and/or ultimate facts.

5. As used herein, the terms "person" or "persons" includes any natural person and any firm, limited liability company, partnership, joint venture, hospital, institution, corporation,

business, organization, trust, association or any other business or governmental or quasi-governmental entity, political subdivision, commission, board or agency of any character whatsoever together with the partners, trustees, officers, directors, employees, or agents thereof.

6. As used herein, the words "or" and "and" shall mean "and/or."

7. As used herein, the word "any" shall include the word "all," and the word "all" shall include the word "any."

8. The term "relevant", as used herein, includes by way of illustration only and not by way of limitation, the following: (1) information that either would or would not support the disclosing parties' contentions; (2) identification of those persons who, if their potential testimony were known, might reasonably be expected to be deposed or called as a witness by any of the parties; (3) information that is likely to have an influence on or affect the outcome of a claim or defense; (4) information that deserves to be considered in the preparation, evaluation or trial of a claim or defense; and (5) information that reasonable and competent counsel would consider reasonably necessary to prepare, evaluate or try a claim or defense.

9. As used herein, the words "include" and "including" shall mean "including without limitation."

10. The terms "Petition" and/or "Lawsuit" shall refer to the petition filed in the above-captioned litigation, all amendments made thereto and all claims made therein.

11. "Defendants," as used herein means any and all defendants named in this lawsuit, and any agents, employees, partners, managers, members, lawyers, accountants, representatives, and any other person or entity acting on behalf of a defendant or subject to their control.

12. "You," and "Your" shall mean and refer to JP Morgan Chase Bank, N.A., Individually/Corporately and as Trustee of South Texas Syndicate Trust, including but not limited to, Gary P. Aymes and any and all past or present partners, officers, directors, managers, employees, attorneys, representatives, agents, shareholders, affiliates, subsidiaries, parents, successors, assigns, or any entity in which Defendant has an ownership interest, individually, collectively, or in any combination and/or permutation whatsoever.

13. "Trust" as used herein refers to the trust that is the subject of this lawsuit, commonly designated and referred to as the "South Texas Syndicate". "Trust" as used herein also refers to and includes the assets, property, and/or estate of the Trust. "Trust" further includes the fiduciary relationship governing the Trustee with respect to the Trust property when that reading of the term would cause more documents or information to be covered by the term.

14. "Trust Assets" as used herein refers to the assets, property and the estate of the Trust (*i.e.* South Texas Syndicate Trust).

15. "Trustee" shall mean Defendant JP Morgan Chase Bank, N.A., Corporately and as Trustee of the South Texas Syndicate Trust, and any individual or entity acting on its behalf, and Gary P. Aymes in his capacity as an employee of Defendant JP Morgan Chase Bank, N.A. and his capacity as fiduciary officer and/or administrator of the Trust.

16. As used herein, the term "Identify" as used herein shall include the following:

- a. When used in reference to a person, shall mean his full name, present or last known home address and telephone number, present or last known business address and telephone number, employer and job title;
- b. When used in reference to a firm or corporation, shall mean its full name and address, telephone number, any other names by which it is or has been known, its state of incorporation, and its principal place of business;
- c. When used in reference to someone or something other than a person, firm, or corporation, shall mean its official name, organizational form, address and telephone number;

- d. When used in reference to a document, shall mean the type of document, date, author, addressee, title, its present location, identity of its custodian and the substance of its contents;
- e. When used in reference to a communication or statement, shall mean the form of communication (*i.e.*, telephone conversation, letter, face-to-face conversation, *etc.*), the date of the communication and the date on which it was sent and received, the identity of the persons who were involved in the communication, the substances of the communication, the present location of the communication and the identity of its custodian; and
- f. When used in reference to an act, meeting or other event, shall mean a description of the substance of the events constituting the act or meeting, the date of its occurrence, the identity of any documents concerning such act or meeting, and the identity of any documents concerning such act or meeting.

C. In construing this request:

- 1. The singular shall include the plural and the plural shall include the singular.
- 2. A masculine, feminine, or neuter pronoun shall not exclude the other genders.
- 3. The past tense of a verb shall include the present tense, and the present tense of a verb shall include the past tense.

D. If any document otherwise responsive to any Request was, but is no longer, in existence or in the possession or subject to your control, state whether:

- a. it is missing or lost;
- b. it has been destroyed;
- c. it has been transferred voluntarily to others; or
- d. it has been otherwise disposed of.

In each instance, explain the circumstances surrounding such disposition and identify the person(s) who either directed or authorized the document(s) destruction or transfer or who are knowledgeable about its disposition. Identify each document by providing a general description of its format (*e.g.* letter, memorandum, telegram, chart, photograph, *etc.*) and subject matter; and

list its authors, recipients, and date; and state whether the documents (or copies) are still in existence, and if so provide their present location(s) and custodian(s).

E. The relevant time period is from 2000 to the present.

F. For each document requested herein which is sought to be withheld under claim of privilege, please provide the following information:

1. The place, approximate date, and manner of recording or otherwise preparing the document;
2. The name and title of the sender, and the name and title of the recipient of the document;
3. The name of each person or persons (other than stenographic or clerical assistant) participating in the preparation of the document;
4. The name and corporate position, if any, of each person to whom the contents of the documents have heretofore been communicated by copy, exhibition, reading or substantial summarization;
5. A statement of the basis on which privilege is claimed and whether or not the subject matter of the contents of the documents is limited to legal advice or information provided for the purpose of securing legal advice; and
6. The number of the request to which the document is responsive.

REQUESTS FOR THE PRODUCTION OF DOCUMENTS

REQUEST FOR PRODUCTION NO. 1:

All documents reflecting or relating to communications between You and Reliance Industries Limited relating to:

- (a) Pioneer Natural Resources;
- (b) Eagle Ford Shale;
- (c) EOG Resources, Inc.;
- (d) Cullen Leases;
- (e) La Salle County, Texas; and
- (f) McMullen County, Texas

RESPONSE:

REQUEST FOR PRODUCTION NO. 2:

All documents relating to the 2010 joint venture between Reliance Industries Limited and Pioneer Natural Resources concerning Eagle Ford Shale property interests.

RESPONSE:

REQUEST FOR PRODUCTION NO. 3:

All documents reflecting or relating to Reliance Industries Limited's investigation of and/or negotiation with EOG Resources, Inc. concerning the purchase of Eagle Ford Shale property interests.

RESPONSE:

REQUEST FOR PRODUCTION NO. 4:

All documents reflecting any and all financing, loan or credit arrangements between You and Reliance Industries Limited, including but not limited to documents reflecting the approximately \$400 million financing arrangement between You and Reliance Industries Limited announced in December of 2008.

RESPONSE:

REQUEST FOR PRODUCTION NO. 5:

Documents sufficient to identify the full extent of Your investment and ownership interest in Reliance Industries Limited between 2000 and the present.

RESPONSE:

REQUEST FOR PRODUCTION NO. 6:

All documents reflecting Your evaluation(s) and recommendation(s) concerning investment in or financing of Reliance Industries Limited.

RESPONSE:

REQUEST FOR PRODUCTION NO. 8:

All documents reflecting or relating to communications between You and Pioneer Natural Resources relating to:

- (a) Reliance Industries, Limited;
- (b) Eagle Ford Shale;
- (c) EOG Resources, Inc.;
- (d) Cullen Leases;
- (e) La Salle County, Texas; and
- (f) McMullen County, Texas

RESPONSE:

REQUEST FOR PRODUCTION NO. 9:

All documents reflecting or relating to line(s) of credit extended, loans given to, or other financing arrangements between Pioneer Natural Resources and You.

RESPONSE:

REQUEST FOR PRODUCTION NO. 10:

All documents reflecting or relating to Your role in Pioneer Natural Resources' purchase of Evergreen Resources, Inc. in 2004, including but not limited to documents generated in the course of Your role as merger advisor, documents reflecting Your agreement to underwrite an unsecured credit line, and documents relating to Pioneer Natural Resources' option to increase its credit facility.

RESPONSE:

REQUEST FOR PRODUCTION NO. 11:

All documents reflecting any involvement You had in Pioneer Natural Resources'

acquisition of the Cullen Leases from Hilcorp Energy in 2005.

RESPONSE:

REQUEST FOR PRODUCTION NO. 12:

All Documents reflecting any involvement You had in Pioneer Natural Resources' purchase of any energy related company between 2000 and the present.

RESPONSE:

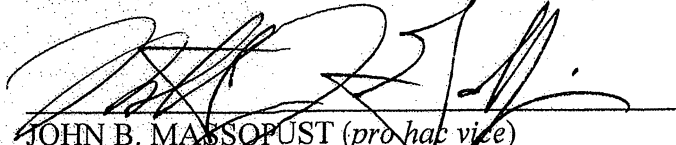
REQUEST FOR PRODUCTION NO. 13:

Documents sufficient to identify the full extent of Your investment and ownership interest in Pioneer Natural Resources between 2000 and the present.

RESPONSE:

DATE: June 19, 2012.

ZELLE HOFMANN VOELBEL & MASON, LLP



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MATTHEW J. GOLLINGER (*pro hac vice*)
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**ATTORNEYS FOR PLAINTIFF-
INTERVENORS²**

² Linda Aldrich, Sarah Bell, Kathryn M. Canwell, John Carney, Josephine Carney, Barbara Carson, Alice Cestari, Barbara Warner Collins, Margaret Cost, Harriett O. Curry, Alessandra Cutolo, Francesca Cutolo, AnnaJo Doerr, Edward Doerr, Henry Doerr IV, Katherine D. Doerr, Mary C. Doerr, Cathy A. Duus, John D. & Kathleen French, Andrew Hilgartner, Elizabeth Jubert, Catherine Hilgartner Masucci, David W. McLean, Lisa F. McLean, Nancy McLean, Robert C. and Kathryn F. Mesaros, Jeannette M. Muirhead, Caroline P. Myhre, Marcia Lee Nelson, Anne Pennock, Charles F. Pierson, Jr., David Pierson, James Pierson, Addison Piper, Andrew P. Piper, Ann Piper, Edmund L. Piper, George F. Piper, Harry C. Piper, James T. Piper, John Carter Piper, John Q. Piper, Matthew B. Piper, Vincent G. Pardo Piper, William G. Piper, William Piper, Elizabeth Piper-Forman, Mary M. Schwartz, Elizabeth Warner Verkade, Julia Mary Walker, Barbara Warner, Bonnie Warner, Ellsworth A. Warner, Jr., H. T. & S. S. Warner, M. A. Warner Jr., Ted E. Warner, Thomas Livingston Warner, and Dixie Webb.

CERTIFICATE OF SERVICE

I certify that on June 19, 2012, this document was served on the following described parties in the manner indicated below:

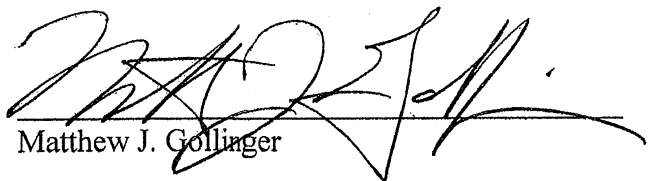
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Via U.S. Mail and Email

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Jim L. Flegle
Michael Donley
Loewinshon Flegle Deary L.L.P.
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Dallas, Texas 75251
Via U.S. Mail and Email


Matthew J. Gollinger

C. Each Interrogatory is to be read, construed and responded to separately and independently without reference to or being limited by any other Interrogatory.

D. In answering these Interrogatories, You are required to furnish all information available to You, including information in Your possession, custody or control. Such information available to You and requested herein includes information in the possession, custody, or control of Your attorneys, agents, accountants, consultants, and all other persons acting on Your behalf, and not merely such information known to You or of Your own personal knowledge.

E. If You cannot answer any of these Interrogatories in full after exercising due diligence to secure the information, You are required to so state and answer to the extent possible, specifying Your inability to answer the remainder, stating what information or knowledge You have concerning the unanswered portions and why You are unable to answer the unanswered portions.

F. As used herein, the words and phrases set out below shall have the meaning prescribed for them:

1. "Document" or "documents" shall mean every document within the widest permissible scope of the Texas Rules of Civil Procedure, including, without limitation, every original (and every copy of any original or copy which differs in any way from any original) of every writing or recording of every kind or description, whether handwritten, typed, drawn, sketched, printed, or recorded or maintained by any physical, mechanical, electronic, or electrical means whatsoever, including, without limitation, electronic communications or data bases, emails (including, without limitation, received emails, sent emails, and deleted emails together with all attachments), text messages, SMS, MMS, BBM, or other instant message system or

format, books, records, papers, pamphlets, brochures, circulars, advertisements, specifications, notebooks, worksheets, reports, lists, analyses, summaries, tax returns, financial statements, profit and loss statements, cash flow statements, balance sheets, annual or other periodic reports, calendars, appointment books, diaries, telephone bills and toll call records, expense reports, commission statements, itineraries, agendas, check books, canceled checks, receipts, agreements, applications, offers, acceptances, proposals, purchase orders, invoices, written, electronic or otherwise recorded memorials of oral communications, forecasts, photographs, photographic slides or negatives, films, film strips, tapes and recordings, and any "tangible things" as that term is used in Texas Rule of Civil Procedure 196.1.

2. As used herein, the terms "constitute, refer or relate to," "refer or relate to," "relating to," "related," "evidencing," "reflect," "reflecting," "support," "evidence" and any similar term shall mean -- unless otherwise indicated -- having any relationship or connection to, concerning, being connected to, commenting on, responding to, containing, evidencing, showing, memorializing, describing, analyzing, reflecting, pertaining to, comprising, constituting, proving or tending to prove or otherwise establishing any reasonable, logical or causal connection.

3. As used herein, the terms "communication" or "communications" shall mean any document, oral statement, conversation, meeting, or conference, formal or informal, under any circumstances whatsoever, whereby information of any nature was stated, written, recorded, or in any manner transmitted or transferred.

4. As used herein, the terms "fact" or "facts" shall mean all evidentiary facts presently known to you and all evidentiary facts the existence of which is presently inferred by you from the existence of any combination of evidentiary and/or ultimate facts.

5. As used herein, the terms "person" or "persons" includes any natural person and any firm, limited liability company, partnership, joint venture, hospital, institution, corporation, business, organization, trust, association or any other business or governmental or quasi-governmental entity, political subdivision, commission, board or agency of any character whatsoever together with the partners, trustees, officers, directors, employees, or agents thereof.

6. The terms "AND" and "OR" are to be construed either disjunctively or conjunctively, whichever is appropriate, so as to bring within the scope of these Requests any information or documents that might otherwise be considered beyond its scope.

7. As used herein, the word "any" shall include the word "all," and the word "all" shall include the word "any."

8. The term "Relevant", as used herein, includes by way of illustration only and not by way of limitation, the following: (1) information that either would or would not support the disclosing parties' contentions; (2) identification of those persons who, if their potential testimony were known, might reasonably be expected to be deposed or called as a witness by any of the parties; (3) information that is likely to have an influence on or affect the outcome of a claim or defense; (4) information that deserves to be considered in the preparation, evaluation or trial of a claim or defense; and (5) information that reasonable and competent counsel would consider reasonably necessary to prepare, evaluate or try a claim or defense.

9. As used herein, the words "include" and "including" shall mean "including without limitation."

10. The terms "Petition" and/or "Lawsuit" shall refer to the petition filed in the above-captioned litigation, all amendments made thereto and all claims made therein.

11. "Defendants," as used herein means any and all defendants named in this lawsuit, and any agents, employees, partners, managers, members, lawyers, accountants, representatives, and any other person or entity acting on behalf of a defendant or subject to their control.

12. "You," and "Your" shall mean and refer to JP Morgan Chase Bank, N.A., Individually/Corporately and as Trustee of South Texas Syndicate Trust, including but not limited to, Gary P. Aymes and any and all past or present partners, officers, directors, managers, employees, attorneys, representatives, agents, shareholders, affiliates, subsidiaries, parents, successors, assigns, or any entity in which Defendant has an ownership interest, individually, collectively, or in any combination and/or permutation whatsoever.

13. "Trust" as used herein refers to the trust that is the subject of this lawsuit, commonly designated and referred to as the "South Texas Syndicate". "Trust" as used herein also refers to and includes the assets, property, and/or estate of the Trust. "Trust" further includes the fiduciary relationship governing the Trustee with respect to the Trust property when that reading of the term would cause more documents or information to be covered by the term.

14. "Trust Assets" as used herein refers to the assets, property and the estate of the Trust (*i.e.* South Texas Syndicate Trust).

15. "Trustee" shall mean Defendant JP Morgan Chase Bank, N.A., Corporately and as Trustee of the South Texas Syndicate Trust, and any individual or entity acting on its behalf, and Gary P. Aymes in his capacity as an employee of Defendant JP Morgan Chase Bank, N.A. and his capacity as fiduciary officer and/or administrator of the Trust.

16. As used herein, the term "Identify" as used herein shall include the following:

- a. When used in reference to a person, shall mean his full name, present or last known home address and telephone number, present or last known business address and telephone number, employer and job title;

- b. When used in reference to a firm or corporation, shall mean its full name and address, telephone number, any other names by which it is or has been known, its state of incorporation, and its principal place of business;
- c. When used in reference to someone or something other than a person, firm, or corporation, shall mean its official name, organizational form, address and telephone number;
- d. When used in reference to a document, shall mean the type of document, date, author, addressee, title, its present location, identity of its custodian and the substance of its contents;
- e. When used in reference to a communication or statement, shall mean the form of communication (*i.e.*, telephone conversation, letter, face-to-face conversation, *etc.*), the date of the communication and the date on which it was sent and received, the identity of the persons who were involved in the communication, the substances of the communication, the present location of the communication and the identity of its custodian; and
- f. When used in reference to an act, meeting or other event, shall mean a description of the substance of the events constituting the act or meeting, the date of its occurrence, the identity of any documents concerning such act or meeting, and the identity of any documents concerning such act or meeting.

G. In construing this request:

- 1. The singular shall include the plural and the plural shall include the singular.
- 2. A masculine, feminine, or neuter pronoun shall not exclude the other genders.
- 3. The past tense of a verb shall include the present tense, and the present tense of a

verb shall include the past tense.

H. The relevant time period is from January 1, 2000 to the present.

INTERROGATORIES

INTERROGATORY NO. 1:

Describe with particularity the actions and responsibilities undertaken by You in connection with the 2010 joint venture between Reliance Industries Limited and Pioneer Natural Resources concerning Eagle Ford Shale property interests and identify Your officer(s), director(s), or employee(s) best suited to testify about the substance of these actions.

RESPONSE:

INTERROGATORY NO. 2:

Describe with particularity the actions and responsibilities undertaken by You in connection with Reliance Industries Limited's investigation of and/or negotiation with EOG Resources, Inc. concerning Eagle Ford Shale property interests and identify Your officer(s), director(s), or employee(s) best suited to testify about the substance of these actions.

RESPONSE:

INTERROGATORY NO. 3:

Describe with particularity each and every financing, loan or credit arrangement between You and Reliance Industries Limited existing between 2000 and the present and identify Your officer(s), director(s), or employee(s) best suited to testify about the substance of these financing, loan or credit arrangements.

RESPONSE:

INTERROGATORY NO. 4:

Describe with particularity any investment and ownership interest You have had in Reliance Industries Limited between 2000 and the present and identify Your officer(s), director(s), or employee(s) best suited to testify about the substance of these actions.

RESPONSE:

INTERROGATORY NO. 5:

Describe with particularity the actions undertaken by You in connection with Pioneer Natural Resources' public offering of 5,500,000 shares in 2011 and identify Your officer(s), director(s), or employee(s) best suited to testify about the substance of these actions.

RESPONSE:

INTERROGATORY NO. 6:

Describe with particularity the actions undertaken by You in connection with Pioneer Natural Resources' purchase of Evergreen Resources, Inc. in 2004, the purchase of the Cullen Leases in 2005 from Hilcorp Energy, and/or other Pioneer Natural Resources purchase of any other energy related company between 2000 and the present, and identify Your officer(s), director(s), or employee(s) best suited to testify about the substance of these actions and the documents produced in response to Plaintiff-Intervenors' Requests for Production 10-12.

RESPONSE:

INTERROGATORY NO. 7:

In Your June 1, 2010 Asia Pacific Equity Research Report, You stated, in pertinent part, with respect to Reliance Industries, Limited:

“JP Morgan does and seeks to do business with companies covered in its research reports. As a result, investors should be aware that the firm may have a conflict of interest that could affect the objectivity of this report.”

“Important Disclosures

* **Client of the firm:** Reliance Industries Ltd is or was in the past 12 months a client of JPMSI; during the past 12 months, JPMSI provided to the company investment banking services, non-investment banking services and non-securities-related services

* **Investment Banking (past 12 months):** JPMSI or its affiliates received in the past 12 months compensation for investment banking services from Reliance Industries Ltd.

* **Investment Banking (next 3 months):** JPMSI or its affiliates expect to receive, or intend to seek, compensation for investment banking services in the next three months from Reliance Industries Ltd.

* **Non-investment Banking Compensation:** JPMSI has received compensation in the past 12 months for products or services other than investment banking from Reliance Industries Ltd. An affiliate of JPMSI has received compensation in the past 12 months for products or services other than investment banking from Reliance Industries Ltd.”

With respect to the above-referenced statements, describe with particularity:

A) Each and every basis for Your statement under the heading “Client of the firm” that that You or Your affiliates “provided to [Reliance Industries Ltd] investment banking services, non-investment banking services and non-securities-related services.”

B) Each and every basis for Your statement under the heading "Investment Banking (past 12 months)" that You or Your affiliates "received in the past 12 months compensation for investment banking services from Reliance Industries Ltd."

C) Each and every basis for Your statement under the heading "Investment Banking (next 3 months)" that You or Your affiliates "affiliates expect to receive, or intend to seek, compensation for investment banking services in the next three months from Reliance Industries Ltd.."

D) Each and every basis for Your statement under the heading "Non-investment Banking Compensation" that You or Your affiliates "received compensation in the past 12 months for products or services other than investment banking from Reliance Industries Ltd." and that Your "received compensation in the past 12 months for products or services other than investment banking from Reliance Industries Ltd."

RESPONSE:

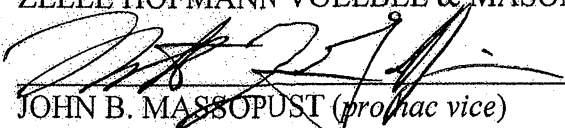
INTERROGATORY NO. 8:

For each and every basis identified in Your response to Interrogatory 7 as a reason for making the statement/disclosure referenced in Interrogatory 7, identify Your officer(s), director(s), or employee(s) best suited to testify about the each and every individual basis.

RESPONSE:

DATE: June 19, 2012.

ZELLE HOFMANN VOELBEL & MASON, LLP



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**ATTORNEYS FOR PLAINTIFF-
INTERVENORS¹**

¹ Linda Aldrich, Sarah Bell, Kathryn M. Canwell, John Carney, Josephine Carney, Barbara Carson, Alice Cestari, Barbara Warner Collins, Margaret Cost, Harriett O. Curry, Alessandra Cutolo, Francesca Cutolo, AnnaJo Doerr, Edward Doerr, Henry Doerr IV, Katherine D. Doerr, Mary C. Doerr, Cathy A. Duus, John D. & Kathleen French, Andrew Hilgartner, Elizabeth Jubert, Catherine Hilgartner Masucci, David W. McLean, Lisa F. McLean, Nancy McLean, Robert C. and Kathryn F. Mesaros, Jeannette M. Muirhead, Caroline P. Myhre, Marcia Lee Nelson, Anne Pennock, Charles F. Pierson, Jr., David Pierson, James Pierson, Addison Piper, Andrew P. Piper, Ann Piper, Edmund L. Piper, George F. Piper, Harry C. Piper, James T. Piper, John Carter Piper, John Q. Piper, Matthew B. Piper, Vincent G. Pardo Piper, William G. Piper, William Piper, Elizabeth Piper-Forman, Mary M. Schwartz, Elizabeth Warner Verkade, Julia Mary Walker, Barbara Warner, Bonnie Warner, Ellsworth A. Warner, Jr., H. T. & S. S. Warner, M. A. Warner Jr., Ted E. Warner, Thomas Livingston Warner, and Dixie Webb.

CERTIFICATE OF SERVICE

I certify that on June 19, 2012, this document was served on the following described parties in the manner indicated below:

Patrick K. Sheehan
David Jed Williams
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San Antonio, TX 78209

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Via U.S. Mail and Email

James L. Drought
Drought, Drought & Bobbitt, L.L.P.
2900 Weston Centre
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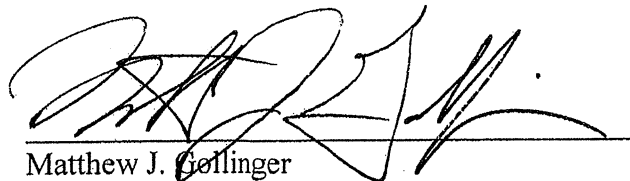
Via U.S. Mail and Email

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Jim L. Flegle
Michael Donley
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Dallas, Texas 75251

Via U.S. Mail and Email


Matthew J. Gollinger

CAUSE NO. 2010-CI-10977

JOHN K. MEYER, ET AL.,	§	IN THE DISTRICT COURT
	§	
PLAINTIFFS,	§	
	§	
VS.	§	
	§	225th JUDICIAL DISTRICT
JP MORGAN CHASE BANK, N.A	§	
INDIVIDUALLY /CORPORATELY	§	
AND AS TRUSTEE OF THE SOUTH	§	
TEXAS SYNDICATE TRUST AND	§	
GARY P. AYMES,	§	
	§	
DEFENDANTS.	§	BEXAR COUNTY, TEXAS

**RESPONSE OF JPMORGAN CHASE BANK, N.A., IN ITS CORPORATE CAPACITY,
TO PLAINTIFF-INTERVENORS' MOTION TO COMPEL**

JPMorgan Chase Bank, N.A. (“JPMorgan”), in its corporate capacity, files this Response to the Motion to Compel Answers to Interrogatories and Production of Documents (the “Motion”) filed by various individual Plaintiff-Intervenors (the “Intervenors”), as follows:

I.
Introduction

The Intervenors hold certificates of beneficial interest in the South Texas Syndicate Trust (the “Trust”) for which JPMorgan Chase Bank, N.A. serves as trustee. The Intervenors have served discovery requests on JPMorgan Chase Bank, N.A., both in its capacity as trustee (the “Trustee”) and in its corporate capacity (the “Bank”). Through its discovery requests and the Motion, the Intervenors seek a potentially enormous quantity of documents and information that go well beyond the Trustee’s possible relationship with third-parties, and instead involve the Bank’s commercial and investment banking relationship with non-parties. In doing so, the Intervenors are asking this Court to accept a premise that is fundamentally wrong – that if the Trust had dealings with a third party that was also a commercial or investment banking customer

of the Bank, every document and all information relating to the Bank's dealings with that customer belong to the Trust and are accessible to the Trustee and must be produced. That remarkable premise, for which the Intervenors cite no authority, ignores the realities of modern banking institutions, ignores federal law on information barriers at banks, and ignores the Texas Finance Code requirements regarding customer records at a bank.

II. **Arguments and Authorities**

A. The Motion Ignores the Federally Mandated Information Barriers that are in place at JPMorgan

It is no secret that JPMorgan is one of the largest financial institutions in the world. JPMorgan performs a number of functions that are non-fiduciary in nature and that are important to the financial system – including making commercial loans, providing treasury services for corporations, arranging securities offerings, providing investment banking advice and issuing investor research advice. Moreover, for decades, JPMorgan has provided a wide range of fiduciary services to individuals and entities – including by managing trusts such as the Trust at issue in this lawsuit. Congress and federal regulators have supported that simultaneous fiduciary and non-fiduciary activity for decades.

The Intervenors urge this Court to order, in part, that the Bank turn over documents and information belonging to several of its non-fiduciary banking customers that are largely confidential and likely contain material non-public information or inside information. The Motion wrongly assumes that every record and piece of information held anywhere at JPMorgan *is and should be accessible by everyone* at JPMorgan for any purpose. This simply is not the case. Federal banking regulations and institutional policies at JPMorgan mandate information barriers preventing the sharing of information among the various parts of JPMorgan as an institution.

A little over a decade ago, Congress enacted legislation permitting modern multiservice diversified financial institutions to provide, among other things, asset management, retail and commercial banking, investment banking, insurance, and treasury and securities services. Gramm-Leach-Bliley Financial Services Modernization Act, Pub. L. No. 106-102, 113 Stat. 1338 (1999). The purpose of this and prior laws authorizing financial institutions to provide diversified services was to increase competition, allow institutions to realize economies of scale and scope and reduce the cost of asset management and corporate finance. *See* H.R. Rep. No. 106-74, at 98 (1999).

Moreover, the provision of commercial banking alongside trust services is nothing new. Federal law dating back to 1913 has permitted national banks to manage trust accounts while simultaneously engaging in commercial lending, Federal Reserve Act of 1913, § 11(k), 38 Stat. 251, 262. In fact, the Office of the Comptroller of the Currency (the “OCC”), the federal agency charged with chartering, regulating and supervising national banks under the National Bank Act, permits the commercial arm of a national bank to make secured loans directly to a fiduciary client. 12 C.F.R. § 9.12.

The Securities and Exchange Commission (“SEC”) and other regulators allow financial institutions to efficiently address potential conflicts through the creation and maintenance of information barriers to prevent the flow of material non-public information.¹ In fact, federal

¹ The SEC and Congress codified the use of information barriers in a wide variety of insider trading contexts, including in Rule 14e-3b relating to tender offers, 17 C.F.R. § 240.14e-3, Rule 10b5-1 liability, 17 C.F.R. § 240.10b5-1(c)(2), the Insider Trading Sanctions Act of 1984 (the “ITSA”), Pub. L. No. 98-376, 98 Stat. 1264 (1984); 15 U.S.C. § 78u(d)(2), and the 1988 Insider Trading and Securities Fraud Enforcement Act (the “ITSFA”), Pub. L. No. 100-704, 102 Stat. 4677 (1988), as well as conflicts involving potentially improper influence exercised by investment banking interests on research analysts. *See* Sec. Exch. Act. § 15D(a)(3), 15 U.S.C. § 78o-6(a)(3); *Self-Regulatory Organizations; Order Approving Proposed Rule Changes by the NYSE Relating to Exchange Rules 344, 345A and 472 and by the NASD, Inc. Relating to Research Analyst Conflicts of Interest*, SEC Rel. No. 34-48252, 2003 WL 21750579 (July 29, 2003). Likewise, the Federal Reserve endorses information barriers to prevent conflicts. *See Federal Reserve Policy Statement Concerning the Use of Inside Information*, 43 Fed. Reg. 12,755, 12,756 (Mar. 27, 1978).

bank regulators require banks to adopt information barriers between their fiduciary departments and other departments that have access to material non-public information or inside information. E.g., OCC, *Conflicts of Interest: Comptroller's Handbook* 28 (noting that Chinese walls “should prevent the passage of material inside information between a bank’s fiduciary department and its commercial department in violation of securities laws and regulations, as well as fiduciary standards”); FDIC, *Trust Examination Manual*, Section 8, § D.1; *Policy Statement Concerning Use of Inside Information*, 43 Fed. Reg. 12,755 (Federal Reserve Mar. 27, 1978).

Courts and commentators have acknowledged that information barriers effectively prevent conflicts of interest in a wide variety of contexts. *Metropolitan Life Ins. Co. v. Glenn*, 554 U.S. 105, 117 (2008) (conflict of interest faced by an ERISA fiduciary is reduced “perhaps to the vanishing point” by information barrier); M. Lybecker, *Regulation of Bank Trust Department Investment Activities: Seven Gaps, Eight Remedies, Part I*, 90 BANKING L.J. 912, 923-924 (1973) (“It is normal and necessary for large industrial corporations to have creditor, depositor, directorial, and still other relationships with banks. . . . To deal with potential conflicts of interest, particularly misuse of inside information as between commercial lending and trust functions, many banks have developed a ‘wall’ between those departments.”).

JPMorgan employees who manage the Trust are separated from the other areas of JPMorgan that might have material non-public information or inside information about JPMorgan’s commercial banking and/or investment banking customers (such as Reliance, EOG or Pioneer) by institutionally mandated information barriers. Affidavit of Cindy Eubank, ¶ 10.² Effective information barriers – such as those present here – ensure that the Trustee can carry out

² The Affidavit of Cindy Eubank was previously filed by the Bank in connection with the Bank’s response to the Motion.

its fiduciary responsibilities without the taint of conflict of interest. Affidavit of Cindy Eubank,

¶ 4

By their Motion, the Intervenors are trying to turn this federally-mandated method of preventing conflicts of interest on its head. They are asking the Court to in essence pierce these information barriers and require the production of information and documents on the other side of the barrier without any showing that the barrier was breached by the Trustee or should have been breached by the Trustee. At minimum, such a showing should be necessary before these types of documents and information becomes even potentially discoverable.

B. The Motion Ignores the Distinction Between JPMorgan as Trustee and JPMorgan in its Corporate Capacity

The Motion ignores the important distinction between JPMorgan in its corporate capacity – the Bank – and JPMorgan in its fiduciary capacity – the Trustee. Importantly, while the Trustee certainly owes fiduciary duties to the Intervenors as beneficiaries, the Bank in its corporate capacity – for instance, as a lender or investment banker – owes no such duties to the beneficiaries. A significant part of the information and documents the Intervenors seek relate to the Bank’s relationship with non-party customers rather than the trustee’s relationship with those entities. For example, the following document requests obviously are not seeking documents belonging to the Trust, despite the Intervenors’ contention to the contrary:

REQUEST FOR PRODUCTION NO. 4:

All documents reflecting any and all financing, loan or credit arrangements between You and Reliance Industries Limited, including but not limited to documents reflecting the approximately \$400 million financing arrangement between You and Reliance Industries Limited announced in December of 2008.

REQUEST FOR PRODUCTION NO. 5:

Documents sufficient to identify the full extent of Your investment and ownership interest in Reliance Industries Limited between 2000 and the present.

REQUEST FOR PRODUCTION NO. 6:

All documents reflecting Your evaluation(s) and recommendation(s) concerning investment in or financing of Reliance Industries Limited.

REQUEST FOR PRODUCTION NO. 9:

All documents reflecting or relating to line(s) of credit extended, loans given to, or other financing arrangements between Pioneer Natural Resources and You.

REQUEST FOR PRODUCTION NO. 10:

All documents reflecting or relating to Your role in Pioneer Natural Resources' purchase of Evergreen Resources, Inc. in 2004, including but not limited to documents generated in the court of Your role as merger advisor, documents reflecting Your agreement to underwrite an unsecured credit line, and documents relating to Pioneer Natural Resources' option to increase its credit facility.

REQUEST FOR PRODUCTION NO. 11:

All documents reflecting any involvement You had in Pioneer Natural Resources' acquisition of the Cullen Leases from Hilcorp Energy in 2005.

REQUEST FOR PRODUCTION NO. 12:

All Documents reflecting any involvement You had in Pioneer Natural Resources' purchase of any energy related company between 2000 and the present.

Intervenors' Exhibit B.³ By ignoring the distinction between the Bank and its commercial activities, on the one hand, and the Trustee and its fiduciary activities on the other hand, the Intervenors are trying to sell the notion that all of these documents are Trust documents and,

³ Interrogatory Nos. 3, 4, 5 and 6 seek similar information.

consequently, that they are entitled to them. They do not and cannot cite any authority for that argument and it must be rejected.

C. Non-Party Bank Customer Records are at Issue and Intervenors Have Failed to Comply with the Requirements of the Texas Finance Code in Seeking Customer Records

Intervenors allege that their discovery requests “seek information related to Defendants’ acts and omissions as Trustee” of the Trust and that, therefore, the “information sought belongs to Defendants (as Trustee) and Plaintiff-Intervenors (as beneficiary) not a third party.” Motion, p. 12. This is an obvious mischaracterization of a large portion of the documents and information sought. As noted above, Document Requests Nos. 4-6 and 9-12 are not seeking documents maintained by the Trustee, but instead are seeking records of Bank customers who are not parties to the litigation. Intervenors’ attempt to paint with a broad brush all documents it seeks as somehow relating to Defendants’ purported acts or omissions as Trustee, does not change the true nature of the documents sought.

Moreover, Intervenors’ reliance on the case of *Alpert v. Riley*, Civ. A. H-04-CV-3774, 2009 WL 1226762 (S.D. Tex. Apr. 30, 2009) is misplaced. In *Alpert*, the plaintiff sought to take depositions on written questions of two financial institutions. *See Alpert*, 2009 WL 1226762, *6. The proposed deposition question sought documents relating to the trusts at issue in the litigation on which the defendant appeared as trustee. *Id.* The defendant filed a motion to quash the deposition notices asserting that the plaintiff failed to comply with Section 59.006(c) of the Finance Code. *Id.* The court denied the defendant’s motion to quash, holding that Section 59.006(c) applies only to nonparties and noting that the records at issue were “party documents.” *Id.* *Alpert* is distinguishable from the situation before the Court – one in which Intervenors seek Bank records relating to customers that are not parties to this lawsuit.

Section 59.006 of the Texas Finance Code certainly applies in this case. That statute provides the “exclusive method” for compelling discovery of a record of a financial institution relating to one or more customers. . . .” TEX. FIN. CODE § 59.006(a). Significantly, the term “record” is broadly defined:

§ 59.001. DEFINITIONS. In this subchapter:

* * *

(7) “Record” means financial or other information of a customer maintained by a financial institution.

And while the statute imposes requirements for party records it imposes far greater requirements for non-party records. Here, the Intervenorers are seeking “records” of non-party customers so they must comply with requirements of 59.006 (including sub-section (c)) of the Finance Code.

Under Section 59.006 Intervenorers were required, but failed to:

- Give JPMorgan at least twenty four (24) days to comply with a request under Section 59.006(b)(1);
- pay JPMorgan’s reasonable costs of complying with the request under Section 59.006(b)(2);
- give notice to the customers – Pioneer, Reliance and EOG – of their rights under Section 59.005(e) and provide them with a copy of the request under Section 59.006(c)(1);
- file a certificate of service indicating that the customer has been mailed or served with notice under Section 59.006(c)(2); and
- request the customers’ written consent authorizing production under Section 59.006(c)(3).

In this case, at least two of the Bank customers at issue have expressly objected to disclosure of their records – both Reliance and Pioneer have filed motions for protective order. The third Bank customer, EOG, has not consented but has yet to file a motion for protective

order. When a customer that is not a party does not consent to disclosure of its records, the sole means of obtaining access to the records is by Court order following an in camera inspection upon motion by the party seeking the records. TEX. FIN. CODE § 59.006(d). Notably, the Court is *not* required to inspect the records. *Id.* If the Court does conduct an in camera review to determine their relevance, it may order redaction of portions that should not be produced. *Id.* The Court would also be required to enter a protective order preventing the produced record from being disclosed to any person not a party to the litigation and from being used for any purpose other than resolving the dispute before the tribunal. *Id.* Obviously, Intervenors have failed to meet their statutory obligations under Section 59.006.

In addition, Intervenors should not be permitted to make an “end run” around the requirements of Section 59.006 by seeking the same confidential customer information in the form of interrogatories (*See e.g.*, Interrogatory Nos. 3, 4, 5, and 6). As noted, the definition of records includes “information” and not just documents. Intervenors’ Interrogatories Nos. 3, 4, 5, and 6 seek what amounts to a recitation of the information that would be contained in certain of the document requests aimed at the Bank customer records identified above.

Accordingly, Intervenors’ Motion – as to the records and other information of the Bank relating to non-party Bank customers Pioneer, Reliance and EOG – should be denied because Intervenors failed to comply with the requirements of Section 59.006 of the Finance Code.

E. A Number of Intervenors’ Discovery Requests are Overbroad on Their Face.

When a discovery request is overbroad on its face and asks for irrelevant information, the responding party is not required to detail its objections to the requests. *See In re Allstate Cty. Mut. Ins. Co.*, 227 S.W.3d 667, 670 (Tex. 2007); *see also In re CSX Corp.*, 124 S.W.3d 149, 152-53 (Tex. 2003). An overbroad request that seeks irrelevant information is improper whether

it is burdensome or not. *Id.* Here, many of the discovery requests relating to the Bank's commercial banking customers are overbroad on their face and seek irrelevant information. For example, Request Nos. 4 and 9 seeking "[a]ll documents reflecting any and all financing, loan or credit arrangements" between the Bank and Reliance or Pioneer are "not merely an impermissible fishing expedition; it [is] an effort to dredge the lake in hopes of finding a fish." *Texaco, Inc. v. Sanderson*, 898 S.W.2d 813, 815 (Tex. 1995). Request No. 6 seeking "[a]ll documents reflecting" the Bank's "evaluation(s) and recommendation(s) concerning investment in or financing of Reliance," is similarly overbroad. Likewise, Requests Nos. 5 and 13 seeking documents sufficient to identify the "full extent" of the Bank's "investment and ownership interest in Reliance [and Pioneer] . . . between 2000 and the present" are overbroad on their face. Intervenors' Requests Nos. 1 and 8 and Interrogatories Nos. 3, 4, 5 and 6 suffer from the same shortcomings.

F. Should the Motion be Granted, the Bank Requests that Intervenors Bear Any Costs Associated With Production.

The Bank incorporates into this response its Motion for Protective Order filed in connection with its discovery responses. If the Court grants Intervenors' Motion, the Bank requests that the Court also grant its Motion for Protective Order and extend to the Bank protections sought in that motion. Specifically, the Bank requests that the Court shift the costs of production (including the costs of gathering, searching and reviewing electronically stored information) to Intervenors. Such relief is consistent with Texas Rules of Civil Procedure 192.6(b) and 196.4, Texas Property Code § 114.064, and the relevant provisions of the Finance Code.

III.
Conclusion

Defendant JPMorgan Chase Bank, N.A., in its corporate capacity, respectfully requests that the Court deny Intervenors' Motion and pray for such other and further relief to which it may be entitled.

Respectfully submitted,

HUNTON & WILLIAMS LLP

By:  _____

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**ATTORNEYS FOR DEFENDANT
JP MORGAN CHASE BANK, N.A., IN ITS
CORPORATE CAPACITY**

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument has been served on the following counsel of record via facsimile this 31st day of October, 2012.

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October 31, 2012

Ms. Jennifer Contreras, Court Clerk
225th Judicial District Court
Bexar County Courthouse
100 Dolorosa
San Antonio, Texas 78205

VIA E-FILING

Re: Cause No. 2010-CI-10977, *John K. Meyer, et al. v. JPMorgan Chase Bank, N.A., Individually / Corporately and as Trustee of the South Texas Syndicate Trust and Gary P. Aymes*; in the 225th Judicial District Court of Bexar County, Texas

Dear Ms. Contreras:

Attached for filing in the above-referenced matter is Response of JPMorgan Chase Bank, N.A., in Its Corporate Capacity, to Plaintiff-Intervenors' Motion to Compel.

Sincerely,

Amy S. Bowen

ASB:pk
Attachment

cc: John B. Massopust / Matthew J. Gollinger (*via facsimile no. 612-336-9100*)
Steven J. Badger / Ashley Bennett Jones (*via facsimile no. 214-760-8994*)
George Spencer, Jr. (*via facsimile no. 210-227-0732*)
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Richard Tinsman (*via facsimile no. 210-225-3121*)
David R. Deary / Jim L. Flegle / Michael J. Donley (*via facsimile no. 214-572-1717*)
Patrick K. Sheehan / David Jed Williams (*via facsimile no. 210-271-1730*)

(Consolidated Under)
CAUSE NO. 2010-CI-10977

JOHN K. MEYER, ET. AL.	§	IN THE DISTRICT COURT
	§	
VS.	§	
	§	
JPMORGAN CHASE BANK, N.A.	§	225 TH JUDICIAL DISTRICT
INDIVIDUALLY/CORPORATELY	§	
AND AS TRUSTEE OF THE SOUTH	§	
TEXAS SYNDICATE TRUST	§	
and GARY P. AYMES	§	BEXAR COUNTY, TEXAS

DEFENDANTS' SPECIAL EXCEPTIONS

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COME, Defendants JPMorgan Chase Bank, N.A. in all capacities (“J.P. Morgan”) and Gary P. Aymes (collectively referred to herein as “Defendants”) and file Defendants’ Special Exceptions to Plaintiffs’ Consolidated Second Amended Petition and Special Exceptions to Intervenor’s Pleas in Intervention (and amendments thereto) requesting the Plaintiffs and Plaintiff Intervenor to replead, pursuant to Rule 91 of the Texas Rules of Civil Procedure, for the following reasons:

SPECIAL EXCEPTIONS TO PLAINTIFFS’ CONSOLIDATED SECOND AMENDED PETITION

1. Defendants specially except to the introductory paragraph of Plaintiffs’ Consolidated Second Amended Petition because it fails to set forth with particularity the parties that are bringing the action. Specifically, the paragraph purports to state that John K. Meyer, John Meyer, Jr., Theodore Meyer, and Emilie Blaze are bringing the action “on behalf of the opt in parties identified in Exhibit A.” The paragraph does not set forth whether the individuals listed in Exhibit A are parties to the action, on what basis the named plaintiffs are acting on behalf of the opt in parties, and whether the opt in parties are represented by the legal counsel

who signed the pleading. Plaintiffs should be required to plead whether the “opt in parties” are parties to this litigation, the authority for the named Plaintiffs to act on behalf of the “opt in parties,” and whether the “opt in parties” are represented by any of the attorneys who signed the Plaintiffs’ Consolidated Second Amended Petition.

2. Defendants specially except to Plaintiffs’ Consolidated Second Amended Petition because it fails to comply with TEX. R. CIV. P. 39(c). Plaintiffs have admitted that all of the STS beneficiaries are necessary parties, and TEX. R. CIV. P. 39(c) requires a pleading asserting a claim for relief to state the names, if known to the pleader, of any persons to be joined if feasible, who have not been joined, and the reasons why they are not joined. Plaintiffs should be required to plead in conformity with the requirements of TEX. R. CIV. P. Rule 39(c).

3. Defendants specially except to ¶ 2 of Plaintiffs’ Consolidated Second Amended Petition because it is impermissibly general, vague, and obscure in that it purports to request the judicial reformation of the STS Trust instrument without specifying in what manner and on what terms plaintiffs request the reformation of the STS Trust instrument and the basis for such reformation. As a result, the Plaintiff’s Consolidated Second Amended Petition fails to apprise Defendant of what Plaintiffs expect to prove.

4. Defendants specially except to ¶ 14 of Plaintiffs’ Consolidated Second Amended Petition because it is impermissibly general, vague, and obscure in that it does not set forth whether the individuals listed on “Exhibit A” (to the Plaintiffs’ Consolidated Second Amended Petition) are parties to the action. As a result, the Plaintiff’s Consolidated Second Amended Petition fails to apprise Defendant of what Plaintiffs expect to prove.

5. Defendants specially except to ¶ 25 of Plaintiffs’ Consolidated Second Amended Petition because it is impermissibly general, vague, and obscure in that it does not describe the

manner and circumstances by which “JP Morgan has administered the Trust to produce profits for itself and various banking clients of JP Morgan, among other things.” Plaintiffs should be required to specify the banking clients to which Plaintiffs refer and the manner in which JP Morgan allegedly produced profits for itself and such banking clients. Furthermore, Plaintiffs should be required to specifically plead the “other things” to which they refer in the paragraph. As a result, the Plaintiff’s Consolidated Second Amended Petition fails to apprise Defendant of what Plaintiffs expect to prove.

6. Defendant specially excepts to ¶ 27 of Plaintiffs’ Consolidated Second Amended Petition because it is impermissibly general, vague, and obscure in that it does not describe with particularity how the trustee’s fees are allegedly (1) excessive; (2) unreasonable; (3) compensation for acts not authorized by the trust instrument; and (4) compensation taken without providing disclosures (including disclosure of conflicts of interest) required of a trustee. Further, Plaintiffs do not identify the parties who allegedly cause Defendant to have a conflict of interest. As a result, the Plaintiff’s Consolidated Second Amended Petition fails to apprise Defendant of what Plaintiffs expect to prove.

7. Defendants specially except to ¶ 28 of Plaintiffs’ Consolidated Second Amended Petition because it is impermissibly general, vague, and obscure in that it does not describe with particularity the manner in which JP Morgan allegedly “resisted the judicial reformation of the STS Trust instrument which would have been in the best interests of the STS Trust beneficiaries because JP Morgan believed it would lose revenues if JP Morgan allowed an appropriate trust instrument to be amended by a decree of a Texas court.” Plaintiffs do not plead with particularity the manner and circumstances of the claimed resistance and how reformation of the Trust would have been in the best interests of the beneficiaries, or identify the revenues that JP

Morgan allegedly believed it would lose. As a result, the Plaintiff's Consolidated Second Amended Petition fails to apprise Defendant of what Plaintiffs expect to prove.

8. Defendants specially except to ¶ 29 of Plaintiffs' Consolidated Second Amended Petition because it is impermissibly general, vague, and obscure in that it fails to specify how JP Morgan has interpreted the 1951 Decree in a self-serving manner to unlawfully increase JP Morgan's profits for administration of the STS Trust. As a result, the Plaintiff's Consolidated Second Amended Petition fails to apprise Defendant of what Plaintiffs expect to prove.

9. Defendants specially except to ¶ 31 of Plaintiffs' Consolidated Second Amended Petition because it is impermissibly general, vague, and obscure in that it fails to specify how JP Morgan has construed the reimbursement provisions of the Trust in a self serving manner related to (1) a legal opinion "apparently" provided to benefit JP Morgan solely; (2) litigation against JP Morgan by beneficiaries seeking to remove JP Morgan as trustee; (3) legal advice relied upon to justify changing the Trustee's rights and duties under the Trust instrument; and (4) litigation against STS Trust lessees. Plaintiffs should be required to plead with particularity the factual conduct that forms the basis of each of these allegations; the specific legal opinion and advice to which it refers; the factual basis for an allegation that the Trustee changed the Trustee's rights and duties under the Trust instrument; and the factual basis for its allegation that JP Morgan acted in a self serving and improper manner with respect to litigation against STS Trust lessees. In its present form, the Plaintiff's Consolidated Second Amended Petition fails to apprise Defendant of what Plaintiffs expect to prove.

10. Defendants specially except to ¶ 32 of Plaintiffs' Consolidated Second Amended Petition because it is impermissibly general, vague, and obscure in that it fails to describe with particularity how JP Morgan failed to investigate alterations of the trust relationship and trust

structure of the royalty trust structure and clarification and alteration of the trustee duties and responsibilities. Plaintiffs should not be permitted to plead “et cetera” but should be required to specify each act of misconduct alleged. Furthermore, Plaintiffs should be required to plead with particularity the conduct of JP Morgan by which it is alleged to have avoided making changes in the trust relationship and to describe the changes in the trust relationship that Plaintiffs allege should have been made. As a result, the Plaintiff’s Consolidated Second Amended Petition fails to apprise Defendant of what Plaintiffs expect to prove.

11. Defendants specially except to ¶ 33 of Plaintiffs’ Consolidated Second Amended Petition because it is impermissibly general, vague, and obscure in that it fails to disclose or identify the alleged conflicts of interests JP Morgan failed to disclose (including identifying the transactions). Plaintiffs should be required to plead with particularity the conflicts of interest that it alleges were violated and transactions involved, rather than pleading such conflicts as “including but not limited to” negotiating mineral leases with Petrohawk and litigating mineral lease rights with Pioneer and EOG (without identifying the other parties). Further, Plaintiffs failed to specify how JPMorgan’s negotiation of mineral leases with Petrohawk and litigating mineral lease rights with Pioneer and EOG created a conflict of interest. As a result, the Plaintiff’s Consolidated Second Amended Petition fails to apprise Defendant of what Plaintiffs expect to prove.

12. Defendants specially except to ¶ 34 of Plaintiffs’ Consolidated Second Amended Petition because it is impermissibly general, vague, and obscure in that it fails to describe with particularity how and when JP Morgan has allegedly been secretive, vague, and/or tardy in its communications, and has allegedly failed to provide access to financial statements, accounting and auditing documents and other records including documents that reflect the development and

application of the method for calculating payments to beneficiaries. As a result, the Plaintiff's Consolidated Second Amended Petition fails to apprise Defendant of what Plaintiffs expect to prove.

13. Defendants specially except to ¶ 35 of Plaintiffs' Consolidated Second Amended Petition because it is impermissibly general, vague, and obscure in that it fails to allege with particularity how JP Morgan has ignored or refused numerous requests for information or has failed to provide information that would allow the STS Trust beneficiaries a reasonable opportunity to evaluate how well their trust is being administered. Plaintiffs fail to specifically identify any alleged requests for information that were ignored or refused. As a result, the Plaintiff's Consolidated Second Amended Petition fails to apprise Defendant of what Plaintiffs expect to prove.

14. Defendants specially except to ¶ 36 of Plaintiffs' Consolidated Second Amended Petition because it is impermissibly general, vague, and obscure in that it fails to allege with particularity how JP Morgan allegedly failed to manage reasonably the STS Trust property; to evaluate the Trust's mineral rights; and to take advantage of opportunities to maximize the value of the Trust property for the beneficiaries. Plaintiffs should plead with particularity the "actions taken and not taken" with respect to each specific lease and litigation specified in the paragraph. Furthermore, the Plaintiffs should be required to plead all allegations of misconduct and not be permitted to state that their allegations "includes, but is not limited to" other conduct. JP Morgan is entitled to know each and every allegation of misconduct. As a result, the Plaintiff's Consolidated Second Amended Petition fails to apprise Defendant of what Plaintiffs expect to prove.

15. Defendants specially except to ¶ 37 of Plaintiffs' Consolidated Second Amended

Petition because it is impermissibly general, vague, and obscure in that it fails to plead with particularity the allegedly unreasonable consulting and legal fees paid by the Trustee. Plaintiffs should be required to plead how the payment of these fees to third parties directly and indirectly benefited JP Morgan and its clients to the detriment of the Trust beneficiaries. Plaintiffs should be required to allege the identity of the “clients” and how the clients were benefited. Furthermore, the Plaintiffs should be required to plead with particularity how these alleged payments were “tainted by conflicts of interest” and how they constituted self dealing by the Trustee. As a result, the Plaintiff’s Consolidated Second Amended Petition fails to apprise Defendant of what Plaintiffs expect to prove.

16. Defendants specially except to ¶ 38 of Plaintiffs’ Consolidated Second Amended Petition because it is impermissibly general, vague, and obscure in that it fails to describe with particularity how the Trustee failed to “adequately” communicate with lessees of STS Trust property impairing the lessees’ ability to put the STS Trust property to profitable uses and maximize the value of the Trust property. Furthermore, Plaintiffs should required to plead the identity of the lessees to which it refers and the information that was not “adequately” communicated. As a result, the Plaintiff’s Consolidated Second Amended Petition fails to apprise Defendant of what Plaintiffs expect to prove.

17. Defendants specially except to ¶ 39 of Plaintiffs’ Consolidated Second Amended Petition because it is impermissibly general, vague, and obscure in that it fails to plead with particularity how Gary Aymes participated in the conflicts of interest, breaches of fiduciary duties, breaches of trust, and violations of applicable law. Plaintiffs should be required to plead the specific acts committed by Gary Aymes that constituted his alleged participation in the “conflicts of interest, breaches of fiduciary duties, breaches of trust, and violations of applicable

law.” As a result, the Plaintiff’s Consolidated Second Amended Petition fails to apprise Defendant of what Plaintiffs expect to prove.

18. Defendants specially except to ¶ 40 and 52 of Plaintiffs’ Consolidated Second Amended Petition because they are impermissibly general, vague, and obscure in that they fail to plead with particularity the manner in which Plaintiffs’ beneficial interests and income were impaired and reduced by the payment of unreasonable compensation, fees, and expenses to the Trustee and third parties (including specifics as to the allegedly unreasonable compensation, fees and expenses).

19. Defendants specially except to ¶ 40 and 52 of Plaintiffs’ Consolidated Second Amended Petition because they are impermissibly general, vague, and obscure in that they fail to plead with particularity the manner in which JPMorgan failed to adequately evaluate, value and manage the STS Trust property to maximize the value of the STS trust property.

20. Defendants specially except to ¶ 40 and 52 of Plaintiffs’ Consolidated Second Amended Petition because they are impermissibly general, vague, and obscure in that they fail to plead with particularity the manner in which they failed to negotiate market rate lease terms for Trust assets (including the specific leases to which Plaintiffs refer and the allegedly below-market lease terms). As a result, the Plaintiff’s Consolidated Second Amended Petition fails to apprise Defendant of what Plaintiffs expect to prove.

21. Defendants specially except to ¶ 40 and 52 of Plaintiffs’ Consolidated Second Amended Petition because they are impermissibly general, vague, and obscure in that they fail to plead with particularity the specific acts that form the basis of Plaintiffs’ allegation that JP Morgan did not act competently. As a result, the Plaintiff’s Consolidated Second Amended Petition fails to apprise Defendant of what Plaintiffs expect to prove.

22. Defendants specially except to ¶ 40 and 52 of Plaintiffs' Consolidated Second Amended Petition because they are impermissibly general, vague, and obscure in that they fail to allege with particularity the information Plaintiff alleges was not provided and which beneficiaries requested (and allegedly were not provided) the information. As a result, the Plaintiff's Consolidated Second Amended Petition fails to apprise Defendant of what Plaintiffs expect to prove.

23. Defendants specially except to ¶ 43 of Plaintiffs' Consolidated Second Amended Petition because it is impermissibly general, vague, and obscure in that it fails to plead with particularity the "misrepresentations about wrongful conduct" allegedly made by the Defendants. Plaintiffs should be required to plead with particularity all misrepresentations allegedly made by Defendants. As a result, the Plaintiff's Consolidated Second Amended Petition fails to apprise Defendant of what Plaintiffs expect to prove.

24. Defendants specially except to ¶ 47 of Plaintiffs' Consolidated Second Amended Petition because it is impermissibly general, vague, and obscure. Plaintiffs allege that "[t]hrough the activity set out herein, Defendants breached their fiduciary duties to Plaintiffs, including but not limited to, the following actions and inactions." However, in the prior paragraphs of their petition, as pointed out in these Special Exceptions (incorporated herein), Plaintiffs have failed to plead Defendants' alleged wrongful activities with sufficient particularity to apprise Defendant of what Plaintiffs expect to prove.

25. Defendants specially except to Plaintiffs' Consolidated Second Amended Petition because it fails to specifically plead the damages sought by Plaintiffs. Pursuant to Rule 47 of the Texas Rules of Civil Procedure, Defendant specially excepts and requests that the Court direct Plaintiffs to plead more specifically the damages and other remedies, if any, they seek, including

the amount of maximum damages they seek. As a result, the Plaintiff's Consolidated Second Amended Petition fails to apprise Defendant of what Plaintiffs expect to prove.

26. Defendants specially except to Plaintiffs' Consolidated Second Amended Petition because it is impermissibly general, vague, and obscure in that it fails to allege, that in the unlikely event that damages are to be awarded, the specific individuals who would be entitled to such damages. The Plaintiffs have alleged that they bring this action "on behalf of the opt in parties identified on Exhibit A," but Plaintiffs do not specify whether they seek damages only for themselves or whether they seek damages for the "opt in parties" referenced in Exhibit A to Plaintiff's Consolidated Second Amended Petition. As a result, the Plaintiff's Consolidated Second Amended Petition fails to apprise Defendant of what Plaintiffs expect to prove.

SPECIAL EXCEPTIONS TO THE PLEAS IN INTERVENTION

27. In addition to the affirmative claims for relief of the Plaintiffs referenced *supra*, certain Pleas in Intervention have been filed in this action by the following parties (collectively referred to as "the Plaintiff Intervenors"):

- a. Amended Plea In Intervention of U.S. Bank Trust National Association SD, U.S. Bank National Association, Margaret Cost, Charles Pierson, Jr., Barbara Erickson, Mary C. Hertica, Dennis E. Wisener, and Georgia Ray Lindeke, as Trustees/Co-Trustees and/or agents, and Sandra J. Costlow, and Jeffrey E. Harless (collectively referred to herein as "U.S. Bank"),
- b. Plea In Intervention of Wells Fargo Bank, N.A., as Trustee/Co-Trustee ("Wells Fargo");
- c. Plea In Intervention of Linda Aldrich; Sarah Bell; Kathryn M. Canwell; John Carney; Josephine Carney; Barbara Carson; Alice P. Cestari; Barbara

Warner Collins; Margaret Cost; Harriett O. Curry, Individually, and as Trustee of the Harriet O. Curry Revocable Trust U/A February 24, 2000 (aka, "RBC Wealth Management Ref: 309-46212"); Alessandra Cutolo; Francesca Cutolo; AnnaJo Doerr, Individually and as Manager of the AnnaJo Doerr Managing Agency; Edward Doerr, Individually and as Manager of the Edward Doerr Managing Agency; Henry Doerr IV; Katherine D. Doerr; Mary C. Doerr, Individually and as Manager of the Mary C. Doerr Managing Agency; Cathy A. Duus; John D. & Kathleen French, Individually and as Trustees of the John D. French Living Trust dated March 26, 1997; Andrew Hilgartner; Elizabeth Jubert; Catherine Hilgartner Masucci; David W. McLean; Lisa F. McLean; Nancy McLean; Robert C. and Kathryn F. Mesaros; Jeannette M. Muirhead; Caroline P. Myhre; Marcia Lee Nelson; Anne Pennock; Charles F. Pierson Jr.; David Pierson; James Pierson; Addison Piper; Andrew P. Piper; Ann Piper; Edmund L. Piper, Individually and as Trustee of the Edmund L. Piper Revocable Trust; George F. Piper; Harry C. Piper III; James T. Piper; John Carter Piper, Individually and as Co-Trustee of the MCP Trust; John Q. Piper; Matthew B. Piper; Vincent G. Pardo Piper; William G. Piper; William Piper, as Trustee of the William Piper Trust; Elizabeth Piper-Forman, Individually and as a Co-Trustee of the MCP Trust; Mary M. Schwartz; Elizabeth Warner Verkade; Julia Mary Walker; Barbara Warner, as Trustee of the Thomas L. Warner Irrevocable Trust; Bonnie Warner; Ellsworth A. Warner Jr.; H. T. & S. S. Warner; M. A. Warner Jr.,

Individually, and as Trustee of the M.A. Warner Jr. Revocable Trust; Ted E. Warner, as Co-Trustee of the Katherine B. Warner Trust, and as Co-Trustee of the H. David Warner Trust; Thomas Livingston Warner, Individually, as Special Trustee of the Thomas L. Warner Irrevocable Trust, as Co-Trustee of the Katherine B. Warner Trust, and as Co-Trustee of the H. David Warner Trust; and Dixie Webb (collectively referred to herein as the “Individual Intervenors”).

28. The Plaintiff Intervenors have adopted by reference all statements and allegations asserted in Plaintiffs’ Consolidated Second Amended Petition with the exception of the U.S. Bank and Wells Fargo Intervenors, which did not adopt certain allegations of Plaintiffs’ Consolidated Second Amended Petition as set forth in ¶ 40 of U.S Bank’s Amended Plea in Intervention and ¶ 24 of Wells Fargo’s Plea in Intervention.

29. Defendants incorporate paragraphs 2 – 26 above as if fully set forth herein and specially except to the Pleas in Intervention, U.S. Bank’s Amended Plea in Intervention, and Wells Fargo’s Plea in Intervention filed by Plaintiff Intervenors to the extent such pleadings have adopted and incorporated the provisions and allegations of Plaintiffs’ Consolidated Second Amended Petition.

WHEREFORE, PREMISES CONSIDERED, Defendants pray that the Court sustain Defendants’ Special Exceptions and the relief requested herein, order Plaintiffs and Plaintiff Intervenors to replead their case or in the alternative strike Plaintiff’s Consolidated Second Amended Petition and the Pleas in Intervention and Amended Pleas in Intervention, and grant such other and further relief to which Defendants may be entitled.

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER BEITER
WITTENBERG & GARZA INCORPORATED**

The Quarry Heights Building
7373 Broadway, Suite 300
San Antonio, Texas 78209
(210) 271-1700 - Telephone
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By: /s/ Patrick K. Sheehan

Patrick K. Sheehan
State Bar No. 18175500
Kevin M. Beiter
State Bar No. 02059065
Rudy A. Garza
State Bar No. 07738200
David Jed Williams
State Bar No. 21518060

ATTORNEYS FOR DEFENDANTS

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing Defendants' Special Exceptions was served on the following, as indicated, on this the 11th day of September, 2012:

Mr. Steven J. Badger
Ms. Ashley Bennett Jones
ZELLE HOFMANN VOELBEL & MASON LLP
901 Main Street, Suite 4000
Dallas, Texas 75202-3975

VIA EMAIL OR FACSIMILE

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Mr. Jim L. Flegle
Mr. Jeven R. Sloan
Loewinsohn Flegle Deary, L.L.P.
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VIA EMAIL OR FACSIMILE

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VIA EMAIL OR FACSIMILE

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Mr. Matthew J. Gollinger
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Mr. George Spencer, Jr.
Mr. Jeffrey J. Towers
CLEMENS & SPENCER
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VIA EMAIL OR FACSIMILE

Mr. Richard Tinsman
Ms. Sharon C. Savage
TINSMAN & SCIANO, INC.
10107 McAllister Freeway
San Antonio, Texas 78205

VIA EMAIL OR FACSIMILE

/s Patrick K. Sheehan
PATRICK K. SHEEHAN

Plaintiffs-Intervenors' Motion to Compel; nor did Reliance own an interest in the oil and gas leases at issue in the MOSH litigation at the time of the settlement in controversy. Furthermore, while Reliance banks with JP Morgan Chase, Reliance did not borrow money from JP Morgan Chase to fund its participation in the Joint Venture with Pioneer Natural Resources in the Eagle Ford area.

3. Regardless, however, the Plaintiffs-Intervenors have requested and now move to compel JP Morgan Chase to produce all of Reliance's confidential, proprietary banking information. Plaintiffs-Intervenors seek the production of *any and all* documents related to *any and all* loans and credit facilities made by JP Morgan Chase to Reliance, including any information related to the collateral, securities and assets associated with those loans or credit facilities and any valuations of same. The Plaintiffs-Intervenors' requests for Reliance's highly sensitive business information are not limited in time, scope, subject matter, party, geography or otherwise. Plaintiffs-Intervenors' requests are, therefore, overly broad and not reasonably calculated to lead to the discovery of admissible evidence. Moreover, Plaintiffs-Intervenors' attempt to compel the disclosure and dissemination of Reliance's highly sensitive, confidential, banking information may well constitute a violation of one or more Indian banking regulations and/or international securities laws, which, in turn, may carry the potential for criminal penalties.

4. Reliance's customer records are subject to and protected by the rights, remedies and procedures in Texas Finance Code §59.006. In accordance with Section 59.006, Reliance hereby: (a) refuses to consent to JP Morgan Chase's production of Reliance's customer records; (b) insists on its statutory right to an in camera inspection of its customer records, so that the Court may determine the relevance, if any, of Reliance's customer records and, if necessary, order the redaction of portions of those records that the Court determines should not be

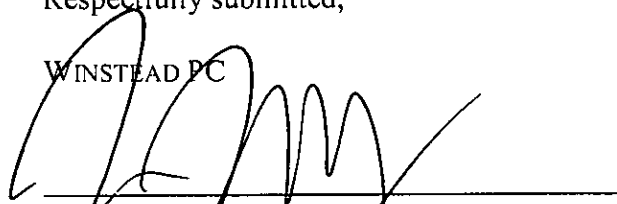
produced; and (c) insists on its statutory right to compel the Parties to enter into a protective order that prevents Reliance's records from being disclosed to a person who is not a party to this lawsuit and from being used by a person for any purpose other than resolving this lawsuit.

II. PRAYER FOR RELIEF

WHEREFORE, for the reasons set forth herein, Reliance prays that its Motion for Protective Order be granted and that it be awarded all such other and further relief, at law or in equity, to which it may show itself justly entitled to receive.

Respectfully submitted,

WINSTEAD PC



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Mitchell Murphy
State Bar No. 24037157
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-and-

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ATTORNEYS FOR RELIANCE
HOLDING USA, INC.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing instrument was served on all counsel of record pursuant to the Texas Rules of Civil Procedure on this 2nd day of October, 2012 as indicated below.

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Matthew J. Gollinger
Zelle Hofmann Voelbel & Mason LLP
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Minneapolis, MN 55415

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 via U.S. Mail (First Class)
 via Federal Express
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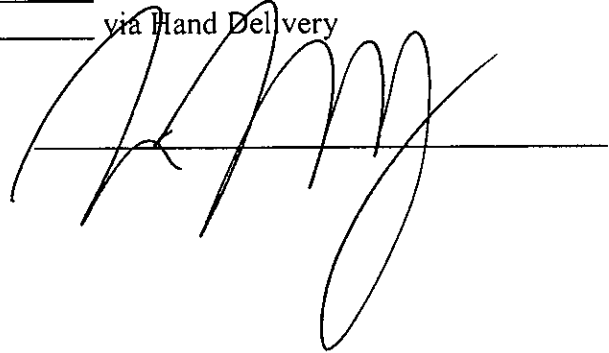
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A large, stylized handwritten signature in black ink, written over a horizontal line. The signature is highly cursive and appears to be the name of one of the attorneys listed on the page.



1100 Carter Burgess Plaza
777 Main Street
Fort Worth, Texas 76102

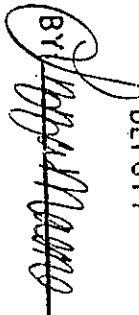
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October 26, 2012

Via Certified Mail, Return Receipt Requested

Donna Kay McKinney, District Clerk
Bexar County District Court
225th Judicial District
Paul Elizondo Tower
101 W Nueva, Suite 217
San Antonio, TX 78205-3411

FILED
DONNA KAY MCKINNEY
DISTRICT CLERK
BEXAR COUNTY
2012 OCT 29 P 2:55
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BY 


Re: Cause No. 2010-CI-10977; *John K. Meyer, et al. v. JP Morgan Chase Bank, N.A., Individually/Corporately and As Trustee of the South Texas Syndicate Trust and Gary P. Aymes*, In the District Court of Bexar County, Texas, 225th Judicial District

Dear Ms. McKinney:

Enclosed are an original and one copy of Reliance Holding USA, Inc.'s Motion for Protective Order. Please file the original with the Court and return the extra file-stamped copy to me. A self-addressed, postage paid envelope is enclosed for your convenience.

Thank you for your assistance. Please contact me should you have any questions.

Sincerely,


Mitch Murphy

Enclosure

Donna Kay McKinney, District Clerk
October 26, 2012
Page 2

cc: Counsel of Record

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Nicki Cook
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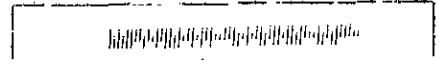
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DISTRICT CLERK
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Donna Kay McKinney, District Clerk
Bexar County District Court
Paul Elizondo Tower
101 W. Nueva, Suite 217
San Antonio, TX 78203-3411

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CAUSE NO. 2010-CI-10977

JOHN K. MEYER, <i>ET AL.</i> ,	§	IN THE DISTRICT COURT
	§	
Plaintiffs,	§	
	§	
JP MORGAN CHASE BANK, N.A.,	§	
INDIVIDUALLY/CORPORATELY	§	225 th JUDICIAL DISTRICT
AND AS TRUSTEE OF THE SOUTH	§	
TEXAS SYNDICATE TRUST AND	§	
GARY P. AYMES,	§	
	§	
Defendants.	§	BEXAR COUNTY, TEXAS

PLAINTIFF-INTERVENORS’ MOTION TO COMPEL ANSWERS TO INTERROGATORIES AND PRODUCTION OF DOCUMENTS

Plaintiff-Intervenors¹ hereby file this Motion to Compel (“Motion”) seeking documents and information concerning Defendants’ business dealings/relationships with Pioneer Natural Resources (“Pioneer”), Reliance Industries Limited (“Reliance”), and EOG Resources (“EOG”) against Defendants JPMorgan Chase Bank, N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust and Gary P. Aymes (“Defendants”) and would respectfully show the Court as follows:

¹ Linda Aldrich, Sarah Bell, Kathryn M. Canwell, John Carney, Josephine Carney, Barbara Carson, Alice Cestari, Barbara Warner Collins, Margaret Cost, Harriett O. Curry, Alessandra Cutolo, Francesca Cutolo, AnnaJo Doerr, Edward Doerr, Henry Doerr IV, Katherine D. Doerr, Mary C. Doerr, Cathy A. Duus, John D. & Kathleen French, Andrew Hilgartner, Elizabeth Jubert, Catherine Hilgartner Masucci, David W. McLean, Lisa F. McLean, Nancy McLean, Robert C. and Kathryn F. Mesaros, Jeannette M. Muirhead, Caroline P. Myhre, Marcia Lee Nelson, Anne Pennock, Charles F. Pierson, Jr., David Pierson, James Pierson, Addison Piper, Andrew P. Piper, Ann Piper, Edmund L. Piper, George F. Piper, Harry C. Piper, James T. Piper, John Carter Piper, John Q. Piper, Matthew B. Piper, Vincent G. Pardo Piper, William G. Piper, William Piper, Elizabeth Piper-Forman, Mary M. Schwartz, Elizabeth Warner Verkade, Julia Mary Walker, Barbara Warner, Bonnie Warner, Ellsworth A. Warner, Jr., H. T. & S. S. Warner, M. A. Warner Jr., Ted E. Warner, Thomas Livingston Warner, and Dixie Webb (collectively, “Plaintiff-Intervenors”).

I. FACTUAL AND PROCEDURAL BACKGROUND

A. This Lawsuit

Plaintiffs have sued Defendants alleging a pattern of neglect, mismanagement and tortious behavior that has caused significant diminution of the value of the STS Trust asset— mineral rights in approximately 132,000 acres of land in McMullen and La Salle Counties which include the Eagle Ford Shale formation. The Eagle Ford Shale formation consists of substantial oil and gas deposits. Plaintiffs also seek a statutory accounting, the removal of Defendants as Trustee and judicial reformation of the STS Trust instrument to protect the beneficiaries' interests in the future, provide transparency, define the duties and responsibilities of the trustee, and ensure the efficient and proper administration of the STS Trust, among other things.

Specifically as it relates to this Motion to Compel, Plaintiff-Intervenors have alleged:

“In 2011, the Trustee settled a STS Trust lawsuit involving a mineral rights lease with Pioneer Natural Resources USA, Inc and EOG Resources Inc without exercising the prudence and good judgment consistent with its fiduciary obligations to the beneficiaries of the STS Trust.”

Plaintiff-Intervenors' Plea in Intervention, ¶67. Additionally, Plaintiff-Intervenors incorporated the Plaintiffs' Consolidated Second Amended Petition and have alleged:

“JP Morgan has failed to disclose conflicts of interest on a number of transactions. These failures include, but are not limited to, negotiating mineral leases with Petrohawk and litigating mineral lease rights with Pioneer and EOG. Such conduct is to the detriment of the plaintiffs and the other beneficiaries and in violation of the Trustee's fiduciary duties, Texas trust statutes and other applicable law. Under Texas law, JP Morgan must be held accountable to the STS Trust beneficiaries.”

Plaintiffs' Consolidated Second Amended Petition (“Am. Pet.”), ¶33.

B. Settlement of the Pioneer/EOG Litigation

In April 2009, JP Morgan, as Trustee of the STS Trust, filed suit against Pioneer/EOG to terminate the *Cullen Leases*² which Pioneer/EOG controlled through acquisition in 2005³ alleging Pioneer/EOG failed to develop the *Cullen Leases* “with such diligence as would be exercised by a reasonably prudent operator under the circumstances.”

Incredibly, at the time JP Morgan filed that lawsuit on behalf of the STS Trust, it failed to advise the STS Trust beneficiaries that in the same month, April 2009, JP Morgan had entered a settlement agreement to resolve other litigation wherein it was named as a co-defendant (along with Pioneer) in its capacity as Trustee of a trust holding royalty interests in offshore oil and gas leases. The plaintiffs in that other litigation had brought claims against JP Morgan for its unwillingness to pursue claims against Pioneer with trust assets and included express allegations that JP Morgan had a conflict of interest as Trustee due its banking relationships with Pioneer. See, *MOSH Holding LP v. Pioneer Natural Resources, JP Morgan Chase, as Trustee of Mesa Offshore Trust, Woodside Energy USA*, Cause No. 2006-01984, in the 334th Judicial District Court, Harris County, Texas. In the MOSH litigation, Pioneer was the Managing General Partner of a Partnership and owned a 0.01 percent share of the Partnership. JP Morgan, in its capacity as Trustee, was also a Partner in the Partnership and owned a 99.99 percent share on behalf of the trust. After nearly five years of contentious litigation, JP Morgan and Pioneer, as co-defendants, made substantial cash payments to the beneficiaries of the trust to resolve the claims. The fact that other trust beneficiaries had alleged conflict of interest issues arising out of JP Morgan’s relationships with Pioneer and that the two had worked extensively together as co-

² The *Cullen Leases* reference two 1940’s mineral rights leases covering in excess of 15,000 acres of STS Trust properties.

³ The public record does not indicate the extent to which JP Morgan advised or financed Pioneer or EOG in connection with their purchases of the *Cullen Leases* from Hilcorp Energy.

defendants to resolve other similar oil and gas trust litigation **has never been disclosed** to the STS Trust beneficiaries by JP Morgan.

Unfortunately, the conflict of interest and failure to disclose record for JP Morgan as Trustee of the STS Trust in the context of the Pioneer/EOG settlement becomes even more complicated. Although JP Morgan has still not met its discovery obligations to the Plaintiff-Intervenors with respect to the Pioneer/EOG litigation file materials, it has become apparent that the filing of a \$39 million counterclaim by Pioneer against JP Morgan on September 10, 2010 played a significant role in the ultimate resolution of that case. Moreover, based on the public record, it appears that JP Morgan both facilitated the factual circumstances supporting Pioneer's \$39 million counterclaim and profited from those factual circumstances through pre-existing relationships with Reliance and Pioneer.

The \$39 million counterclaim was based entirely upon a Pioneer and Reliance joint venture transaction that was closed on June 23, 2010 whereby Pioneer sold 45% of its Eagle Ford shale proven and unproven properties to Reliance for upfront cash and a portion of future drilling costs valued at approximately \$1.1 billion.⁴ Reliance, India's largest private sector company, is controlled by the Ambani family in India and was known to be sitting on billions of dollars of cash and having a strong appetite for US shale plays in 2010. The Pioneer counterclaim alleged that the JP Morgan suit on behalf of the STS Trust prevented inclusion of the *Cullen Leases* in the joint venture transaction with Reliance and sought related damages. As early as December 2008, JP Morgan became a known financial partner of Reliance providing hundreds of millions of dollars for various investment projects in India and it was reported that JP Morgan was helping Reliance purchase United States based assets as early as 2009. More

⁴ Industry sources also indicated that EOG was marketing its 117,000 acres in the Eagle Ford in August 2010 and it is rumored that Reliance purchased these rights on September 10, 2010.

importantly, it has been reported that JP Morgan advised Reliance in connection with its joint venture transaction with Pioneer on June 23, 2010.⁵ Based on a JP Morgan Equity Research Report on Reliance dated June 2010⁶, it is clear that substantial relationships existed between JP Morgan and Reliance that require further discovery in this lawsuit:

“JP Morgan does and seeks to do business with companies covered in its research reports. As a result, investors should be aware that the firm may have a conflict of interest that could affect the objectivity of this report.”

“Important Disclosures

* **Client of the firm:** Reliance Industries Ltd is or was in the past 12 months a client of JPMSI; during the past 12 months, JPMSI provided to the company investment banking services, non-investment banking services and non-securities-related services

* **Investment Banking (past 12 months):** JPMSI or its affiliates received in the past 12 months compensation for investment banking services from Reliance Industries Ltd.

* **Investment Banking (next 3 months):** JPMSI or its affiliates expect to receive, or intend to seek, compensation for investment banking services in the next three months from Reliance Industries Ltd.

* **Non-investment Banking Compensation:** JPMSI has received compensation in the past 12 months for products or services other than investment banking from Reliance Industries Ltd. An affiliate of JPMSI has received compensation in the past 12 months for products or services other than investment banking from Reliance Industries Ltd.”

Ex. A at 3.

JP Morgan admits that as a result of its extensive relationships with Reliance, it “may have a conflict of interest that could affect [it’s] objectivity” toward Reliance. However, JP Morgan as Trustee of the STS Trust has never disclosed to the STS Trust beneficiaries the potential for conflicts of interest arising out of its relationship with Reliance. The STS Trust

⁵ To date, we have not been able to confirm if Reliance purchased EOG’s interests in Eagle Ford and if JP Morgan was also an advisor to Reliance in the EOG transaction.

⁶ Attached hereto as Exhibit A.

beneficiaries are entitled to know the full details of those extensive relationships to determine if they may have **affected JP Morgan's objectivity** toward settlement of the Pioneer/EOG litigation.

The Pioneer/EOG litigation was settled in March 2011 by JP Morgan as Trustee for the STS Trust for essentially the attorney fees and costs incurred in pursuing the litigation. The terms of settlement certainly provided the financial incentive "to affect JP Morgan's objectivity" because termination of the *Cullen Leases* would have cost Pioneer/Reliance in excess of one hundred million dollars; bonus payments of \$5,000-10,000 per acre in 2011 for comparable access to 15,000 Eagle Ford acres and payment of one-quarter royalties instead of the one-eighth royalties required by the terms of the *Cullen Leases*.

C. The Production of Information and Documents to Be Compelled

Counsel for the Plaintiff-Intervenors has obtained information that would appear to demonstrate that JP Morgan has significant investment banking/financing relationships/arrangements with Pioneer, EOG and Reliance, all three of which have interests in the STS Trust mineral rights in the Eagle Ford Shale formation pursuant to leases that Defendants manage as Trustee of the STS Trust. Further to the allegation concerning Defendants' conflict(s) of interest and the public record information substantiating these apparent conflicts, Plaintiff-Intervenors specifically requested documents and information through Requests for Production of Documents (Exhibit B) and Interrogatories (Exhibit C) sufficient to identify the business and/or banking relationships between Defendants and Pioneer, Reliance and EOG.

1. Information Sought

The Plaintiff-Intervenors served just eight Interrogatories on the Defendants seeking information concerning Defendants' actions and relationships that appear to conflict with Defendants' duties as trustee of the STS Trust. These interrogatories ask Defendants to identify its role in 1) a 2010 joint venture between Pioneer and Reliance concerning the Eagle Ford Shale formation, 2) Reliance's investigation/negotiations with EOG concerning Eagle Ford Shale property interests, 3) Pioneer Natural Resources' 2011 public stock offering of 5,500,000 shares, and 4) Pioneer's purchase of Evergreen Resources, the STS Trust Cullen Leases and similar purchases. The interrogatories also seek disclosure of financing, loan or credit arrangements between Defendants and Reliance, as well as any investment and ownership interest(s) Defendants have had with Reliance. Finally, the interrogatories ask Defendants to explain the nature of their dealings with Reliance that necessitated the conflict of interest disclosure quoted above from the JP Morgan June 2010 Asia Pacific Equity Research Report, attached as Exhibit A. These requests seek very limited information concerning a handful of transactions and business relationships.

2. Documents Requested

The documents requested by the Plaintiff-Intervenors are similarly narrowly tailored to get to the basics of Defendants' apparent conflicts of interest. The requested documents are limited to: 1) Defendants' communications with Reliance concerning Pioneer, EOG, the Eagle Ford Shale formation, the Cullen Leases, and La Salle and McMullen Counties, 2) Defendants' communications with Pioneer concerning Reliance, EOG, the Eagle Ford Shale formation, the Cullen Leases, and La Salle and McMullen Counties, 3) documents pertaining to the 2010 Eagle Ford Shale joint venture between Pioneer and Reliance, 4) documents reflecting Reliance's

negotiation with/investigation of EOG regarding Eagle Ford Shale property interests, 5) Defendants' ownership/investment interests in and credit/financing arrangements with Reliance and Pioneer, 6) Defendants' evaluations and recommendations concerning investment in and financing of Reliance, 7) documents reflecting Defendants' involvement in Pioneer's purchase of Evergreen Resources, Inc., 8) documents reflecting Pioneer's acquisition of the STS Trust "Cullen Leases", and 9) documents reflecting Defendant's role in Pioneer's acquisition of energy-related companies. The specific requests for the production of documents are set forth in Exhibit B and are described with particularity in 12 narrowly-targeted requests.

D. Defendants' Response to the Interrogatories and Requests for Production

Defendants provided no meaningful and/or substantive response to the Interrogatories and Requests for Production served by the Plaintiff-Intervenors. Defendants "responses" consisted entirely of boilerplate objections. The objections raised by Defendants in response to Plaintiff-Intervenors' Interrogatory No. 1 were then subsequently regurgitated verbatim, regardless of applicability, in response to each of the remaining interrogatories. For example, Plaintiff-Intervenors' Interrogatory No. 5 seeks information concerning Defendants' role in Pioneer's 2011 offering of 5.5 million shares of stock. Defendants objected to this interrogatory, along with every other interrogatory, by claiming that the information sought is irrelevant and outside the scope of permissible discovery "as confined by the subject matter of this case." Ex. D at 7-8. This objection is, of course, baseless and absurd. As noted above, paragraph 33 of the Plaintiffs' Consolidated Second Amended Petition specifically alleges failure of the Defendants to disclose conflicts of interest, and specifically names Pioneer as an entity with respect to which Defendants' interests were conflicted. Defendants were supposedly representing the best interests of the STS Trust beneficiaries in ongoing litigation with Pioneer, while simultaneously

partnering with Pioneer in creating business opportunities with Reliance, providing financing arrangements, and assisting with public stock offerings. Defendants' repeated "relevance" objection demonstrates that, rather than providing responses to the interrogatories, Defendants instead elected to raise every conceivable objection and force the Plaintiff-Intervenors to seek relief from the Court.

This *modus operandi* was replicated in Defendants' response to the Requests for the Production of Documents. Defendants again "responded" to Request for Production No. 1 by raising every imaginable objection, then copied and pasted that same response to each of the following Requests. This "kitchen sink" approach again yielded nonsensical results. For example, Request for Production No. 5 asks for "[d]ocuments sufficient to identify" the extent of Defendants' ownership and interest in Reliance Industries Limited over the past several years. (Ex. E at 9). In "response," Defendants claim, in part, that the Request is "overly broad" because it uses the phrase "relating to," and is "not relevant to the subject matter of the litigation." *Id.* First, the phrase "relating to" appears nowhere in Request for Production No. 5. *See, Id.* Second, in the litigation between Pioneer and the Defendants (in Defendants' capacity as trustee of the STS trust), Pioneer counterclaimed against Defendants alleging that the lawsuit caused \$39 million in damages to Pioneer because the *Cullen Leases* and LaSalle County properties were not included in the Pioneer joint venture with Reliance. Any interest or ownership by Defendants in Reliance Industries would demonstrate a plain conflict of interest, which is of course centrally relevant and squarely within the subject matter of the instant litigation.

II. ARGUMENTS AND AUTHORITIES

Plaintiffs are entitled to obtain documents that demonstrate all relationships between Defendants and Reliance, Pioneer and EOG for three reasons: (1) these documents are reasonably calculated to lead to the discovery of admissible evidence; (2) Defendants' objections are not proper; and (3) Plaintiffs, as beneficiaries of the STS Trust, have a right under the Texas Trust Code to review this information.

A. **Defendants should produce documents that demonstrate all relationships between Defendants and Reliance, Pioneer and EOG under TRCP 192 and 196.**

Under Texas law, a party is entitled to obtain discovery on any matter that is not privileged, is relevant to the subject matter of the pending action, and/or appears to be reasonably calculated to lead to the discovery of admissible evidence. *See, e.g., In re K.L. & J. Ltd. P'ship*, 336 S.W.3d 286, 290 (Tex. App.—San Antonio 2010, no pet.); TEX. R. CIV. P. 192.3 and 196.1.

The documents and information sought by the Plaintiff-Intervenors' Interrogatories and Requests for Production sufficient to demonstrate the Defendants' relationships with Reliance, Pioneer and EOG are relevant to this case because Defendants' undisclosed conflicts of interest with Reliance, Pioneer and EOG are likely independent breaches of Defendants' fiduciary duties to the STS Trust beneficiaries. Plaintiffs specifically allege that Defendants violated their fiduciary duties by failing to disclose conflicts of interest. Am. Pet. at 7 ("JP Morgan has failed to disclose conflicts of interest on a number of transactions. These failures include, but are not limited to...litigating mineral lease rights with Pioneer and EOG.").

Because Plaintiffs have properly requested information related to the relationships and potential conflicts of interest between Defendants and Reliance, Pioneer and EOG and because this information is relevant to the subject matter of the pending action and/or appears to be

reasonably calculated to lead to the discovery of admissible evidence, the Court should order Defendants to produce this information.

B. Defendants’ Objections Are Not Proper.

As made plain above, the repeated verbatim objections raised by Defendants in “response” to the Plaintiff-Intervenors’ discovery requests are without merit. To address each and every inapplicability and absurdity in the legion objections raised by Defendants would unfairly burden the Plaintiff-Intervenors and this Court. The boilerplate non-responses by the Defendants ought to be rejected out of hand because no good faith factual and legal basis for the objections existed at the time the objections were made. TRCP 193.2(c). Further, the objections are waived because they are obscured by numerous unfounded objections. TRCP 193.2(e). However, we will briefly address the general inapplicability of the objections to the documents and information sought by Plaintiff-Intervenors.

1. The requested information is clearly relevant to the issues in this case.

Defendants have generally raised the objection that the documents and information sought by the Plaintiff-Intervenors discovery are not relevant to the subject matter of this case. However, Plaintiff-Intervenors have alleged that Defendants violated their fiduciary duties by failing to disclose conflicts of interest with Reliance, Pioneer and EOG. *See, e.g.*, Am. Pet. at 7. Defendants claim that documents sufficient to identify the business, banking and financing relationships—creating the alleged conflicts—are not discoverable. Defendants’ objection should be overruled because financial relationships can be evidence of conflicts of interest. *See, e.g., Ditta v. Conte*, 298 S.W.3d 187, 191-92 (Tex. 2009); Bogert’s Trusts And Trustees § 543 (“The trustee must not place himself in a position where his own interests or that of another

enters into conflict, or may possibly conflict, with the interest of the trust or its beneficiary.”); Restatement (Third) Trusts § 78(2).

2. A protective order is in place to protect confidentiality.

Defendants protest that certain documents and information sought are “confidential, private, and/or proprietary information”. *See, e.g.*, Ex. E at 9, ¶3. The parties have already agreed upon a protective order. That protective order has been entered in this case. *See* Agreed Protective Order, signed November 14, 2011. Defendants’ objection should be overruled because any confidential information is already adequately protected.

3. Financial Code Section 59.006 is no impediment to the production of documents.

Defendants have objected, in part, to the production of documents and information due to Tex. Fin. Code §59.006. This objection is improper. Section 59.006, which is designed to protect banking customers and third-party financial institutions, is simply inapplicable for a number of reasons.

First, Section 59.006 only applies to non-party customer documents related to banking services. *Alpert v. Riley*, CIV.A. H-04-CV-3774, 2009 WL 1226762, at *6 (S.D. Tex., Apr. 30, 2009) (“The plaintiffs correctly point out that § 59.006(c) applies only to nonparties and the records the plaintiffs seek-documents for the Alpert trusts in which Riley appears as the trustee-are party documents.”); *see also* Texas Fin. Code §§ 59.001 (Definitions) and 59.006 (“If the affected customer is not a party . . .”). The Plaintiff-Intervenors’ discovery requests seek information related to Defendants’ acts and omissions as Trustee for the STS Trust. Thus, the information sought belongs to Defendants (as Trustee) and Plaintiff-Intervenors (as beneficiary) not a third party. Plaintiff-Intervenors seek to compel Defendants’ documents in Defendants’ possession. Thus, Defendants cannot claim that they raise their 59.006 objection as a “financial

institution” protecting “customer records”. *See* Texas Fin. Code §§ 59.006 (“This section provides the exclusive method for compelled discovery of a record of a financial institution relating to one or more customers . . .”). Defendants are sued in their capacity as trustee, among other things. Similarly, the Requests seek documents from Defendant JP Morgan Chase Bank *in its capacity as a trustee* and not a disinterested custodian of customer records. Defendants’ boilerplate § 59.006 objection is improper.

Because Defendants’ boilerplate § 59.006 objection is overly-broad and improper, the Court should order production of documents responsive to the discovery sought by Plaintiff-Intervenors.

C. Plaintiffs, as beneficiaries of the STS Trust, have the right under basic Texas trust law to review information related to the Trustee’s apparent conflicts of interest.

As beneficiaries of the STS Trust, Plaintiffs are entitled to obtain information that demonstrates how their trust is being administered. *See, e.g., Shannon v. Frost Nat. Bank of San Antonio*, 533 S.W.2d 389, 393 (Tex. Civ. App.—San Antonio 1975, writ ref’d n.r.e.); Bogert’s *Trusts And Trustees* § 962 (“Generally, if a beneficiary of a trust requests information about the trust from the trustee, the trustee must promptly furnish it. . . . If a trustee unreasonably refuses to furnish information about a trust to a beneficiary who has requested it, the court will order the trustee to do so and may charge the trustee with the cost of the proceeding. A trustee’s failure to provide information about the trust to beneficiaries may also be grounds for a claim for damages, removal of the trustee, reduction or denial of compensation, or other relief.”); *see also* Restatement (Third) *Trusts* § 82(2); Restatement (Second) *Trusts* § 173. This duty of full disclosure is especially pronounced with respect to potential conflicts of interest and exists outside of any additional obligations of disclosure that are imposed by discovery in litigation. *See Huie v. DeShazo*, 922 S.W.2d 920, 923 (Tex. 1996) (“this duty exists independently of the

rules of discovery, applying even if no litigious dispute exists between the trustee and beneficiaries”).

The general duties of a trustee have been repeatedly described by Texas courts. In general, a trustee “owes a trust beneficiary an unwavering duty of good faith, fair dealing, loyalty and fidelity over the trust's affairs and its corpus.” *Martin v. Martin*, 363 S.W.3d 221, 227 (Tex. App. March 20, 2012) (citing, *Herschbach v. City of Corpus Christi*, 883 S.W.2d 720, 735 (Tex. App. August 25, 1994, writ denied)); see also, *Barrientos v. Nava*, 94 S.W.3d 270, 285 (Tex. App. December 5, 2002) (“The fundamental duties of a trustee include the use of the skill and prudence that an ordinary, capable, and careful person would use in the conduct of his own affairs and loyalty to the beneficiaries of the trust.”). “The duty of loyalty on the part of the trustee by prohibiting him from using the advantage of his position to gain any benefit for himself at the expense of his *cestui que* trust and from placing himself in any position where his self interest will or may conflict with his obligations as trustee.” *Slay v. Burnett Trust*, 187 S.W.2d 377, 388 (Tex. 1945) (string citations omitted); Tex. Prop. Code Ann. § 117.007 (West 2011) (“[a] trustee shall invest and manage the trust assets solely in the interest of the beneficiaries”). When a trustee takes advantage of his position to profit for himself or third parties not related to the trust, he is considered to be self-dealing and is in breach of his fiduciary duty. Self dealing happens in situations where “[...]the Trustee used the advantage of its position to gain any benefit for the Trustee, other than reasonable compensation, or any benefit for any third person, firm, corporation, or entity, at the expense of the Trust and its beneficiaries.” *Grider v. Boston Co., Inc.*, 773 S.W.2d 338, 343 (Tex. App. March 28, 1989)

Through their Requests for Production and Interrogatories, the Plaintiff-Intervenors merely request information necessary to assess Defendants’ conflicts of interest as they relate to

Defendants' actions as trustee to the STS Trust when: (1) engaging in leasing activities that benefited Pioneer, EOG, and Reliance at a time when it appears that Pioneer and Reliance were significant customers of Defendants; and (2) litigating and settling lawsuits against Pioneer, EOG, and to the benefit of Reliance at a time when there were substantial undisclosed financial relationships among Defendants and Reliance/Pioneer/EOG. The Texas Trust Code and common law duties of a trustee require that Defendants make information available to STS Trust beneficiaries, such as information related to potential conflicts of interest, which would allow the STS Trust beneficiaries to determine the propriety of actions taken on their behalf. No trustee properly discharging its fiduciary duties under Texas law is allowed to hide information such as the documents and information sought by the Plaintiff-Intervenor beneficiaries of the STS Trust.

Because the Plaintiff-Intervenors have the right to obtain and review the requested documents and information under Texas trust law, the Court should order Defendants to furnish all information and documents responsive to the discovery sought by the Plaintiff-Intervenors.

III. CONCLUSION

For all of the reasons described herein the Plaintiff-Intervenors respectfully request that the Court enter an order denying Defendants' objections, compelling Defendants to produce all documents responsive to the Plaintiff-Intervenors' Request for Production of Documents within 40 days of this Court's Order regarding the same, compelling Defendants to fully respond to properly and adequately respond to the Plaintiff-Intervenors' Interrogatories within 21 days of this Court's Order regarding the same, and grant the Plaintiff-Intervenors any and all other relief to which they are entitled.

DATE: September 13, 2012.

Respectfully submitted,

ZELLE HOFMANN VOELBEL & MASON LLP

/s/ Matthew J. Gollinger

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ATTORNEYS FOR PLAINTIFF-INTERVENORS

Exhibit A

Reliance Industries Ltd

Petrochemical expansion in the offing? - ALERT

Overweight

RELI.BO, RIL IN
Price: Rs1,010.55
01 June 2010

- **RIL reported to be reviving refinery off-gas cracker:** News reports (Bloomberg) indicate that RIL is reviving an earlier plan to build a new refinery off-gas based petrochemical manufacturing capacity at Jamnagar (the earlier plan, mooted in FY07 aimed to build a 2MMT facility, at an approximate cost of \$3bn).
- **Use of cash:** With the KG-D6 fields and the refineries now generating cash (we estimate RIL will have US\$10bn/pa. operating cashflow in FY11), the focus for RIL has once again shifted to new projects/investments. With ~Rs220bn (~\$4.7bn) in cash equivalents on its books, we think new investments would represent productive usage of cash.
- **Focus seems to be on organic growth, smaller acquisitions:** With the Lyondell Basell acquisition aborted, revival of the off-gas based cracker points to renewed focus on organic growth. We believe RIL would now focus on domestic projects (recent media articles point at captive coal based power projects) and smaller acquisitions in-line with the Atlas deal.
- **Capacity addition details:** While there are no details on configuration, media reports of 1.6mMT of cracker capacity would add c.50% to RIL's monomer capacity. Apart from benefiting from shared infrastructure, the company has previously said the new capacity would be very cost competitive on account of use of refinery off-gas as feedstock.
- **Building in a downcycle:** Significant capacity additions over 2010/2011 (~12-13% of global ethylene/PE capacity) are likely to drive margins on polymer products lower over the course of CY10 and early CY11. However, with the bulk of planned capacity adds likely to be commissioned by the end of CY11, we expect that the potential RIL project (likely to be commissioned in 2014/15) would not be impacted by the near-term downturn in margins.

Integrated Oils

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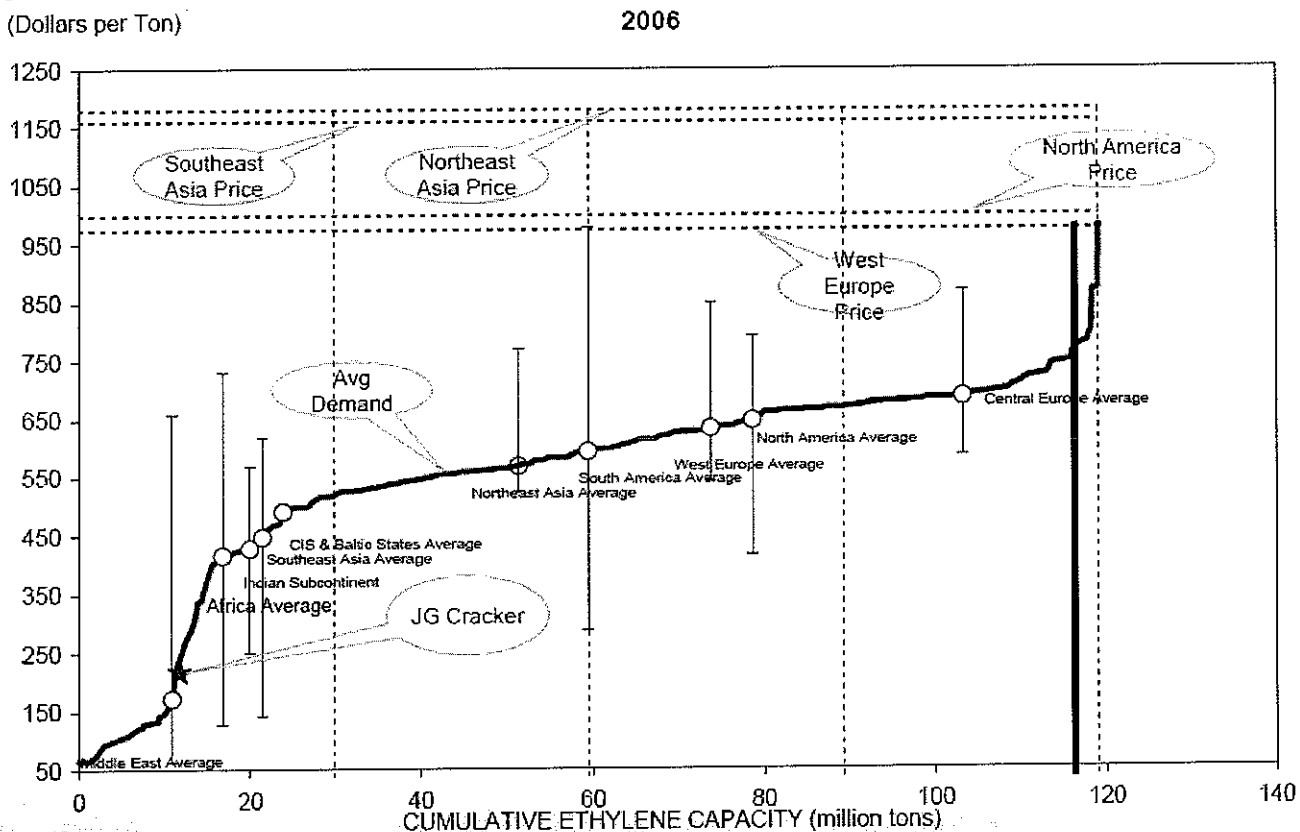
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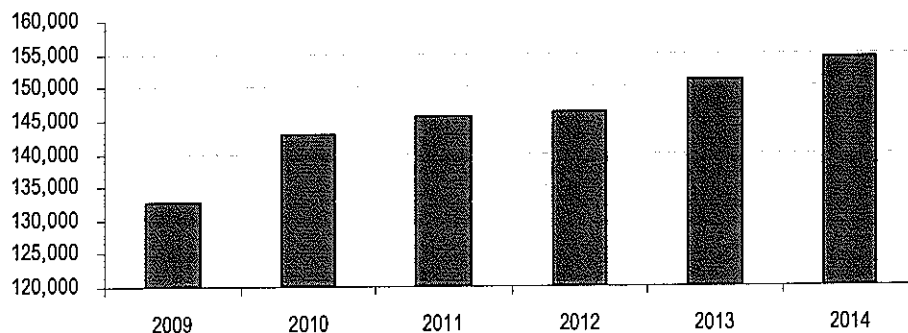
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Figure 1: Ethylene cash cost curve
 (Dollars per Ton)



Source: Company reports 2007.

Figure 2: Global Ethylene capacity



Source: CMAI

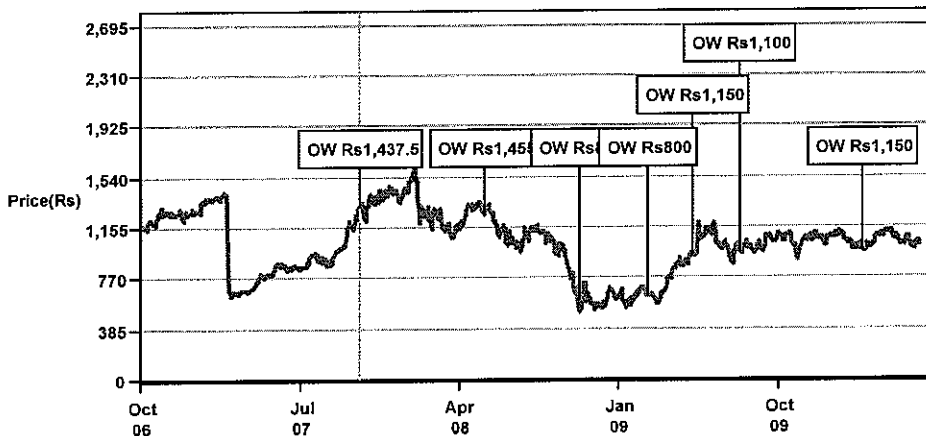
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Reliance Industries Ltd (RELI.BO) Price Chart



Date	Rating	Share Price (Rs)	Price Target (Rs)
11-Oct-07	OW	1309.20	1437.50
15-May-08	OW	1265.38	1455.00
24-Oct-08	OW	608.83	875.00
18-Feb-09	OW	633.65	800.00
06-May-09	OW	941.83	1150.00
26-Jul-09	OW	970.33	1100.00
24-Feb-10	OW	975.35	1150.00

Source: Bloomberg and J.P. Morgan; price data adjusted for stock splits and dividends.
 Break in coverage Apr 28, 2004 - May 20, 2004, and Oct 13, 2005 - Oct 11, 2007. This chart shows J.P. Morgan's continuing coverage of this stock; the current analyst may or may not have covered it over the entire period.
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The information contained herein is under no circumstances to be construed as investment advice in any province or territory of Canada and is not tailored to the needs of the recipient. To the extent that the information contained herein references securities of an issuer incorporated, formed or created under the laws of Canada or a province or territory of Canada, any trades in such securities must be conducted through a dealer registered in Canada. No securities commission or similar regulatory authority in Canada has reviewed or in any way passed judgment upon these materials, the information contained herein or the merits of the securities described herein, and any representation to the contrary is an offence. **Dubai:** This report has been issued to persons regarded as professional clients as defined under the DFSA rules.

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"Other Disclosures" last revised March 1, 2010.

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Asia Pacific Equity Research
02 June 2010

J.P.Morgan

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Exhibit B

CAUSE NO. 2010-CI-10977

JOHN K. MEYER, *ET AL.*,

Plaintiffs,

JP MORGAN CHASE BANK, N.A.,
INDIVIDUALLY/CORPORATELY
AND AS TRUSTEE OF THE SOUTH
TEXAS SYNDICATE TRUST AND
GARY P. AYMES,

Defendants.

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IN THE DISTRICT COURT

225th JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

**PLAINTIFF-INTERVENORS' FIRST SET OF REQUESTS FOR PRODUCTION TO
DEFENDANT JP MORGAN CHASE BANK, N.A., INDIVIDUALLY/CORPORATELY
AND AS TRUSTEE OF THE SOUTH TEXAS SYNDICATE TRUST**

TO: Defendant JP Morgan Chase Bank, N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust, by and through its attorney of record, Patrick K. Sheehan, Hornberger Fuller Sheehan & Beiter Inc., The Quarry Heights Building, 7373 Broadway, Suite 300, San Antonio, TX 78209

The Individual Beneficiary Plaintiff-Intervenors¹ to the above-captioned action hereby request that Defendant JP Morgan Chase Bank, N.A., in its individual and corporate capacities and as Trustee of the South Texas Syndicate Trust ("Defendant") produce the following described documents for inspection and copying pursuant to Tex. R. Civ. P. 196, at the offices of Zelle Hofmann Voelbel & Mason LLP, 901 Main Street, Suite 4000, Dallas, Texas 75202-3975,

¹ Linda Aldrich, Sarah Bell, Kathryn M. Canwell, John Carney, Josephine Carney, Barbara Carson, Alice Cestari, Barbara Warner Collins, Margaret Cost, Harriett O. Curry, Alessandra Cutolo, Francesca Cutolo, AnnaJo Doerr, Edward Doerr, Henry Doerr IV, Katherine D. Doerr, Mary C. Doerr, Cathy A. Duus, John D. & Kathleen French, Andrew Hilgartner, Elizabeth Jubert, Catherine Hilgartner Masucci, David W. McLean, Lisa F. McLean, Nancy McLean, Robert C. and Kathryn F. Mesaros, Jeannette M. Muirhead, Caroline P. Myhre, Marcia Lee Nelson, Anne Pennock, Charles F. Pierson, Jr., David Pierson, James Pierson, Addison Piper, Andrew P. Piper, Ann Piper, Edmund L. Piper, George F. Piper, Harry C. Piper, James T. Piper, John Carter Piper, John Q. Piper, Matthew B. Piper, Vincent G. Pardo Piper, William G. Piper, William Piper, Elizabeth Piper-Forman, Mary M. Schwartz, Elizabeth Warner Verkade, Julia Mary Walker, Barbara Warner, Bonnie Warner, Ellsworth A. Warner, Jr., H. T. & S. S. Warner, M. A. Warner Jr., Ted E. Warner, Thomas Livingston Warner, and Dixie Webb.

within thirty (30) days of service and that Defendant serve a written response to this Third Request For Production to Defendant within thirty (30) days of service in accordance with the Texas Rules of Civil Procedure.

DEFINITIONS AND INSTRUCTIONS

A. Each Request for Production below includes, but is not limited to, a request for the production of data and/or information that exists in electronic and/or magnetic form. All responsive data and/or information that exists in electronic and/or magnetic form should be: (i) copied to a CD-ROM, DVD-ROM, or other external storage device in its native format (*i.e.*, the format in which such data and/or information that exists in electronic and/or magnetic form was created, maintained, and/or used in the ordinary course of business) with all metadata intact; and (ii) produced in bates numbered form either (a) printed on paper or (b) electronically in either PDF or TIFF file format.

B. As used herein, the words and phrases set out below shall have the meaning prescribed for them:

1. "Document" or "documents" shall mean every document within the widest permissible scope of the Texas Rules of Civil Procedure, including, without limitation, every original (and every copy of any original or copy which differs in any way from any original) of every writing or recording of every kind or description, whether handwritten, typed, drawn, sketched, printed, or recorded or maintained by any physical, mechanical, electronic, or electrical means whatsoever, including, without limitation, electronic communications or data bases, emails (including, without limitation, received emails, sent emails, and deleted emails together with all attachments), text messages, SMS, MMS, BBM, or other instant message system or format, books, records, papers, pamphlets, brochures, circulars, advertisements, specifications,

notebooks, worksheets, reports, lists, analyses, summaries, tax returns, financial statements, profit and loss statements, cash flow statements, balance sheets, annual or other periodic reports, calendars, appointment books, diaries, telephone bills and toll call records, expense reports, commission statements, itineraries, agendas, check books, canceled checks, receipts, agreements, applications, offers, acceptances, proposals, purchase orders, invoices, written, electronic or otherwise recorded memorials of oral communications, forecasts, photographs, photographic slides or negatives, films, film strips, tapes and recordings, and any "tangible things" as that term is used in Texas Rule of Civil Procedure 196.1.

2. As used herein, the terms "constitute, refer or relate to," "refer or relate to," "relating to," "related," "evidencing," "reflect," "reflecting," "support," "evidence" and any similar term shall mean -- unless otherwise indicated -- having any relationship or connection to, concerning, being connected to, commenting on, responding to, containing, evidencing, showing, memorializing, describing, analyzing, reflecting, pertaining to, comprising, constituting, proving or tending to prove or otherwise establishing any reasonable, logical or causal connection.

3. As used herein, the terms "communication" or "communications" shall mean any document, oral statement, conversation, meeting, or conference, formal or informal, under any circumstances whatsoever, whereby information of any nature was stated, written, recorded, or in any manner transmitted or transferred.

4. As used herein, the terms "fact" or "facts" shall mean all evidentiary facts presently known to you and all evidentiary facts the existence of which is presently inferred by you from the existence of any combination of evidentiary and/or ultimate facts.

5. As used herein, the terms "person" or "persons" includes any natural person and any firm, limited liability company, partnership, joint venture, hospital, institution, corporation,

business, organization, trust, association or any other business or governmental or quasi-governmental entity, political subdivision, commission, board or agency of any character whatsoever together with the partners, trustees, officers, directors, employees, or agents thereof.

6. As used herein, the words "or" and "and" shall mean "and/or."

7. As used herein, the word "any" shall include the word "all," and the word "all" shall include the word "any."

8. The term "relevant", as used herein, includes by way of illustration only and not by way of limitation, the following: (1) information that either would or would not support the disclosing parties' contentions; (2) identification of those persons who, if their potential testimony were known, might reasonably be expected to be deposed or called as a witness by any of the parties; (3) information that is likely to have an influence on or affect the outcome of a claim or defense; (4) information that deserves to be considered in the preparation, evaluation or trial of a claim or defense; and (5) information that reasonable and competent counsel would consider reasonably necessary to prepare, evaluate or try a claim or defense.

9. As used herein, the words "include" and "including" shall mean "including without limitation."

10. The terms "Petition" and/or "Lawsuit" shall refer to the petition filed in the above-captioned litigation, all amendments made thereto and all claims made therein.

11. "Defendants," as used herein means any and all defendants named in this lawsuit, and any agents, employees, partners, managers, members, lawyers, accountants, representatives, and any other person or entity acting on behalf of a defendant or subject to their control.

12. "You," and "Your" shall mean and refer to JP Morgan Chase Bank, N.A., Individually/Corporately and as Trustee of South Texas Syndicate Trust, including but not limited to, Gary P. Aymes and any and all past or present partners, officers, directors, managers, employees, attorneys, representatives, agents, shareholders, affiliates, subsidiaries, parents, successors, assigns, or any entity in which Defendant has an ownership interest, individually, collectively, or in any combination and/or permutation whatsoever.

13. "Trust" as used herein refers to the trust that is the subject of this lawsuit, commonly designated and referred to as the "South Texas Syndicate". "Trust" as used herein also refers to and includes the assets, property, and/or estate of the Trust. "Trust" further includes the fiduciary relationship governing the Trustee with respect to the Trust property when that reading of the term would cause more documents or information to be covered by the term.

14. "Trust Assets" as used herein refers to the assets, property and the estate of the Trust (*i.e.* South Texas Syndicate Trust).

15. "Trustee" shall mean Defendant JP Morgan Chase Bank, N.A., Corporately and as Trustee of the South Texas Syndicate Trust, and any individual or entity acting on its behalf, and Gary P. Aymes in his capacity as an employee of Defendant JP Morgan Chase Bank, N.A. and his capacity as fiduciary officer and/or administrator of the Trust.

16. As used herein, the term "Identify" as used herein shall include the following:

- a. When used in reference to a person, shall mean his full name, present or last known home address and telephone number, present or last known business address and telephone number, employer and job title;
- b. When used in reference to a firm or corporation, shall mean its full name and address, telephone number, any other names by which it is or has been known, its state of incorporation, and its principal place of business;
- c. When used in reference to someone or something other than a person, firm, or corporation, shall mean its official name, organizational form, address and telephone number;

- d. When used in reference to a document, shall mean the type of document, date, author, addressee, title, its present location, identity of its custodian and the substance of its contents;
- e. When used in reference to a communication or statement, shall mean the form of communication (*i.e.*, telephone conversation, letter, face-to-face conversation, *etc.*), the date of the communication and the date on which it was sent and received, the identity of the persons who were involved in the communication, the substances of the communication, the present location of the communication and the identity of its custodian; and
- f. When used in reference to an act, meeting or other event, shall mean a description of the substance of the events constituting the act or meeting, the date of its occurrence, the identity of any documents concerning such act or meeting, and the identity of any documents concerning such act or meeting.

C. In construing this request:

- 1. The singular shall include the plural and the plural shall include the singular.
- 2. A masculine, feminine, or neuter pronoun shall not exclude the other genders.
- 3. The past tense of a verb shall include the present tense, and the present tense of a

verb shall include the past tense.

D. If any document otherwise responsive to any Request was, but is no longer, in existence or in the possession or subject to your control, state whether:

- a. it is missing or lost;
- b. it has been destroyed;
- c. it has been transferred voluntarily to others; or
- d. it has been otherwise disposed of.

In each instance, explain the circumstances surrounding such disposition and identify the person(s) who either directed or authorized the document(s) destruction or transfer or who are knowledgeable about its disposition. Identify each document by providing a general description of its format (*e.g.* letter, memorandum, telegram, chart, photograph, *etc.*) and subject matter; and

list its authors, recipients, and date; and state whether the documents (or copies) are still in existence, and if so provide their present location(s) and custodian(s).

E. The relevant time period is from 2000 to the present.

F. For each document requested herein which is sought to be withheld under claim of privilege, please provide the following information:

1. The place, approximate date, and manner of recording or otherwise preparing the document;
2. The name and title of the sender, and the name and title of the recipient of the document;
3. The name of each person or persons (other than stenographic or clerical assistant) participating in the preparation of the document;
4. The name and corporate position, if any, of each person to whom the contents of the documents have heretofore been communicated by copy, exhibition, reading or substantial summarization;
5. A statement of the basis on which privilege is claimed and whether or not the subject matter of the contents of the documents is limited to legal advice or information provided for the purpose of securing legal advice; and
6. The number of the request to which the document is responsive.

REQUESTS FOR THE PRODUCTION OF DOCUMENTS

REQUEST FOR PRODUCTION NO. 1:

All documents reflecting or relating to communications between You and Reliance Industries Limited relating to:

- (a) Pioneer Natural Resources;
- (b) Eagle Ford Shale;
- (c) EOG Resources, Inc.;
- (d) Cullen Leases;
- (e) La Salle County, Texas; and
- (f) McMullen County, Texas

RESPONSE:

REQUEST FOR PRODUCTION NO. 2:

All documents relating to the 2010 joint venture between Reliance Industries Limited and Pioneer Natural Resources concerning Eagle Ford Shale property interests.

RESPONSE:

REQUEST FOR PRODUCTION NO. 3:

All documents reflecting or relating to Reliance Industries Limited's investigation of and/or negotiation with EOG Resources, Inc. concerning the purchase of Eagle Ford Shale property interests.

RESPONSE:

REQUEST FOR PRODUCTION NO. 4:

All documents reflecting any and all financing, loan or credit arrangements between You and Reliance Industries Limited, including but not limited to documents reflecting the approximately \$400 million financing arrangement between You and Reliance Industries Limited announced in December of 2008.

RESPONSE:

REQUEST FOR PRODUCTION NO. 5:

Documents sufficient to identify the full extent of Your investment and ownership interest in Reliance Industries Limited between 2000 and the present.

RESPONSE:

REQUEST FOR PRODUCTION NO. 6:

All documents reflecting Your evaluation(s) and recommendation(s) concerning investment in or financing of Reliance Industries Limited.

RESPONSE:

REQUEST FOR PRODUCTION NO. 8:

All documents reflecting or relating to communications between You and Pioneer Natural Resources relating to:

- (a) Reliance Industries, Limited;
- (b) Eagle Ford Shale;
- (c) EOG Resources, Inc.;
- (d) Cullen Leases;
- (e) La Salle County, Texas; and
- (f) McMullen County, Texas

RESPONSE:

REQUEST FOR PRODUCTION NO. 9:

All documents reflecting or relating to line(s) of credit extended, loans given to, or other financing arrangements between Pioneer Natural Resources and You.

RESPONSE:

REQUEST FOR PRODUCTION NO. 10:

All documents reflecting or relating to Your role in Pioneer Natural Resources' purchase of Evergreen Resources, Inc. in 2004, including but not limited to documents generated in the course of Your role as merger advisor, documents reflecting Your agreement to underwrite an unsecured credit line, and documents relating to Pioneer Natural Resources' option to increase its credit facility.

RESPONSE:

REQUEST FOR PRODUCTION NO. 11:

All documents reflecting any involvement You had in Pioneer Natural Resources'

acquisition of the Cullen Leases from Hilcorp Energy in 2005.

RESPONSE:

REQUEST FOR PRODUCTION NO. 12:

All Documents reflecting any involvement You had in Pioneer Natural Resources' purchase of any energy related company between 2000 and the present.

RESPONSE:

REQUEST FOR PRODUCTION NO. 13:

Documents sufficient to identify the full extent of Your investment and ownership interest in Pioneer Natural Resources between 2000 and the present.

RESPONSE:

DATE: June 19, 2012.

ZELLE HOFMANN VOELBEL & MASON, LLP



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**ATTORNEYS FOR PLAINTIFF-
INTERVENORS²**

² Linda Aldrich, Sarah Bell, Kathryn M. Canwell, John Carney, Josephine Carney, Barbara Carson, Alice Cestari, Barbara Warner Collins, Margaret Cost, Harriett O. Curry, Alessandra Cutolo, Francesca Cutolo, AnnaJo Doerr, Edward Doerr, Henry Doerr IV, Katherine D. Doerr, Mary C. Doerr, Cathy A. Duus, John D. & Kathleen French, Andrew Hilgartner, Elizabeth Jubert, Catherine Hilgartner Masucci, David W. McLean, Lisa F. McLean, Nancy McLean, Robert C. and Kathryn F. Mesaros, Jeannette M. Muirhead, Caroline P. Myhre, Marcia Lee Nelson, Anne Pennock, Charles F. Pierson, Jr., David Pierson, James Pierson, Addison Piper, Andrew P. Piper, Ann Piper, Edmund L. Piper, George F. Piper, Harry C. Piper, James T. Piper, John Carter Piper, John Q. Piper, Matthew B. Piper, Vincent G. Pardo Piper, William G. Piper, William Piper, Elizabeth Piper-Forman, Mary M. Schwartz, Elizabeth Warner Verkade, Julia Mary Walker, Barbara Warner, Bonnie Warner, Ellsworth A. Warner, Jr., H. T. & S. S. Warner, M. A. Warner Jr., Ted E. Warner, Thomas Livingston Warner, and Dixie Webb.

CERTIFICATE OF SERVICE

I certify that on June 19, 2012, this document was served on the following described parties in the manner indicated below:

Patrick K. Sheehan
David Jed Williams
Hornberger Sheehan Fuller & Beiter, Inc.
The Quarry Heights Building
7373 Broadway, Suite 300
San Antonio, TX 78209

Via U.S. Mail and Email

Richard Tinsman
Tinsman & Sciano, Inc.
10107 McAllister Freeway
San Antonio, TX 78216

Via U.S. Mail and Email

James L. Drought
Drought, Drought & Bobbitt, L.L.P.
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David R. Deary
Jim L. Flegle
Michael Donley
Loewinshon Flegle Deary L.L.P.
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Dallas, Texas 75251

Via U.S. Mail and Email

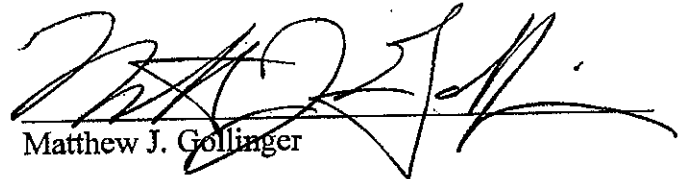

Matthew J. Gollinger

Exhibit C

CAUSE NO. 2010-CI-10977

JOHN K. MEYER, *ET AL.*,

Plaintiffs,

JP MORGAN CHASE BANK, N.A.,
INDIVIDUALLY/CORPORATELY
AND AS TRUSTEE OF THE SOUTH
TEXAS SYNDICATE TRUST AND
GARY P. AYMES,

Defendants.

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IN THE DISTRICT COURT

225th JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

**PLAINTIFF-INTERVENORS' FIRST SET OF INTERROGATORIES TO DEFENDANT
JP MORGAN CHASE BANK, N.A., INDIVIDUALLY/CORPORATELY
AND AS TRUSTEE OF THE SOUTH TEXAS SYNDICATE TRUST**

TO: Defendant JP Morgan Chase Bank, N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust., by and through its attorney of record, Patrick K. Sheehan, Hornberger Fuller Sheehan & Beiter Inc., The Quarry Heights Building, 7373 Broadway, Suite 300, San Antonio, TX 78209

Pursuant to Rules 193 and 197 of the Texas Rules of Civil Procedure you are required to serve on the undersigned your full and complete written responses under oath to each of the Interrogatories set forth herein within thirty (30) days after the service of the Interrogatories.

DEFINITIONS AND INSTRUCTIONS

A. To the fullest extent permitted by the Texas Rules of Civil Procedure, these Interrogatories are intended to be continuing in nature. You are requested and required to supplement your answers when appropriate or necessary to make them correct and complete.

B. If You contend that You may partially or entirely withhold responsive information because of a rule, privilege, immunity, or other reason, provide information sufficient for Plaintiff to assess the merits of such contention.

C. Each Interrogatory is to be read, construed and responded to separately and independently without reference to or being limited by any other Interrogatory.

D. In answering these Interrogatories, You are required to furnish all information available to You, including information in Your possession, custody or control. Such information available to You and requested herein includes information in the possession, custody, or control of Your attorneys, agents, accountants, consultants, and all other persons acting on Your behalf, and not merely such information known to You or of Your own personal knowledge.

E. If You cannot answer any of these Interrogatories in full after exercising due diligence to secure the information, You are required to so state and answer to the extent possible, specifying Your inability to answer the remainder, stating what information or knowledge You have concerning the unanswered portions and why You are unable to answer the unanswered portions.

F. As used herein, the words and phrases set out below shall have the meaning prescribed for them:

1. "Document" or "documents" shall mean every document within the widest permissible scope of the Texas Rules of Civil Procedure, including, without limitation, every original (and every copy of any original or copy which differs in any way from any original) of every writing or recording of every kind or description, whether handwritten, typed, drawn, sketched, printed, or recorded or maintained by any physical, mechanical, electronic, or electrical means whatsoever, including, without limitation, electronic communications or data bases, emails (including, without limitation, received emails, sent emails, and deleted emails together with all attachments), text messages, SMS, MMS, BBM, or other instant message system or

format, books, records, papers, pamphlets, brochures, circulars, advertisements, specifications, notebooks, worksheets, reports, lists, analyses, summaries, tax returns, financial statements, profit and loss statements, cash flow statements, balance sheets, annual or other periodic reports, calendars, appointment books, diaries, telephone bills and toll call records, expense reports, commission statements, itineraries, agendas, check books, canceled checks, receipts, agreements, applications, offers, acceptances, proposals, purchase orders, invoices, written, electronic or otherwise recorded memorials of oral communications, forecasts, photographs, photographic slides or negatives, films, film strips, tapes and recordings, and any "tangible things" as that term is used in Texas Rule of Civil Procedure 196.1.

2. As used herein, the terms "constitute, refer or relate to," "refer or relate to," "relating to," "related," "evidencing," "reflect," "reflecting," "support," "evidence" and any similar term shall mean -- unless otherwise indicated -- having any relationship or connection to, concerning, being connected to, commenting on, responding to, containing, evidencing, showing, memorializing, describing, analyzing, reflecting, pertaining to, comprising, constituting, proving or tending to prove or otherwise establishing any reasonable, logical or causal connection.

3. As used herein, the terms "communication" or "communications" shall mean any document, oral statement, conversation, meeting, or conference, formal or informal, under any circumstances whatsoever, whereby information of any nature was stated, written, recorded, or in any manner transmitted or transferred.

4. As used herein, the terms "fact" or "facts" shall mean all evidentiary facts presently known to you and all evidentiary facts the existence of which is presently inferred by you from the existence of any combination of evidentiary and/or ultimate facts.

5. As used herein, the terms "person" or "persons" includes any natural person and any firm, limited liability company, partnership, joint venture, hospital, institution, corporation, business, organization, trust, association or any other business or governmental or quasi-governmental entity, political subdivision, commission, board or agency of any character whatsoever together with the partners, trustees, officers, directors, employees, or agents thereof.

6. The terms "AND" and "OR" are to be construed either disjunctively or conjunctively, whichever is appropriate, so as to bring within the scope of these Requests any information or documents that might otherwise be considered beyond its scope.

7. As used herein, the word "any" shall include the word "all," and the word "all" shall include the word "any."

8. The term "Relevant", as used herein, includes by way of illustration only and not by way of limitation, the following: (1) information that either would or would not support the disclosing parties' contentions; (2) identification of those persons who, if their potential testimony were known, might reasonably be expected to be deposed or called as a witness by any of the parties; (3) information that is likely to have an influence on or affect the outcome of a claim or defense; (4) information that deserves to be considered in the preparation, evaluation or trial of a claim or defense; and (5) information that reasonable and competent counsel would consider reasonably necessary to prepare, evaluate or try a claim or defense.

9. As used herein, the words "include" and "including" shall mean "including without limitation."

10. The terms "Petition" and/or "Lawsuit" shall refer to the petition filed in the above-captioned litigation, all amendments made thereto and all claims made therein.

11. "Defendants," as used herein means any and all defendants named in this lawsuit, and any agents, employees, partners, managers, members, lawyers, accountants, representatives, and any other person or entity acting on behalf of a defendant or subject to their control.

12. "You," and "Your" shall mean and refer to JP Morgan Chase Bank, N.A., Individually/Corporately and as Trustee of South Texas Syndicate Trust, including but not limited to, Gary P. Aymes and any and all past or present partners, officers, directors, managers, employees, attorneys, representatives, agents, shareholders, affiliates, subsidiaries, parents, successors, assigns, or any entity in which Defendant has an ownership interest, individually, collectively, or in any combination and/or permutation whatsoever.

13. "Trust" as used herein refers to the trust that is the subject of this lawsuit, commonly designated and referred to as the "South Texas Syndicate". "Trust" as used herein also refers to and includes the assets, property, and/or estate of the Trust. "Trust" further includes the fiduciary relationship governing the Trustee with respect to the Trust property when that reading of the term would cause more documents or information to be covered by the term.

14. "Trust Assets" as used herein refers to the assets, property and the estate of the Trust (*i.e.* South Texas Syndicate Trust).

15. "Trustee" shall mean Defendant JP Morgan Chase Bank, N.A., Corporately and as Trustee of the South Texas Syndicate Trust, and any individual or entity acting on its behalf, and Gary P. Aymes in his capacity as an employee of Defendant JP Morgan Chase Bank, N.A. and his capacity as fiduciary officer and/or administrator of the Trust.

16. As used herein, the term "Identify" as used herein shall include the following:

- a. When used in reference to a person, shall mean his full name, present or last known home address and telephone number, present or last known business address and telephone number, employer and job title;

- b. When used in reference to a firm or corporation, shall mean its full name and address, telephone number, any other names by which it is or has been known, its state of incorporation, and its principal place of business;
- c. When used in reference to someone or something other than a person, firm, or corporation, shall mean its official name, organizational form, address and telephone number;
- d. When used in reference to a document, shall mean the type of document, date, author, addressee, title, its present location, identity of its custodian and the substance of its contents;
- e. When used in reference to a communication or statement, shall mean the form of communication (*i.e.*, telephone conversation, letter, face-to-face conversation, *etc.*), the date of the communication and the date on which it was sent and received, the identity of the persons who were involved in the communication, the substances of the communication, the present location of the communication and the identity of its custodian; and
- f. When used in reference to an act, meeting or other event, shall mean a description of the substance of the events constituting the act or meeting, the date of its occurrence, the identity of any documents concerning such act or meeting, and the identity of any documents concerning such act or meeting.

G. In construing this request:

- 1. The singular shall include the plural and the plural shall include the singular.
- 2. A masculine, feminine, or neuter pronoun shall not exclude the other genders.
- 3. The past tense of a verb shall include the present tense, and the present tense of a

verb shall include the past tense.

H. The relevant time period is from January 1, 2000 to the present.

INTERROGATORIES

INTERROGATORY NO. 1:

Describe with particularity the actions and responsibilities undertaken by You in connection with the 2010 joint venture between Reliance Industries Limited and Pioneer Natural Resources concerning Eagle Ford Shale property interests and identify Your officer(s), director(s), or employee(s) best suited to testify about the substance of these actions.

RESPONSE:

INTERROGATORY NO. 2:

Describe with particularity the actions and responsibilities undertaken by You in connection with Reliance Industries Limited's investigation of and/or negotiation with EOG Resources, Inc. concerning Eagle Ford Shale property interests and identify Your officer(s), director(s), or employee(s) best suited to testify about the substance of these actions.

RESPONSE:

INTERROGATORY NO. 3:

Describe with particularity each and every financing, loan or credit arrangement between You and Reliance Industries Limited existing between 2000 and the present and identify Your officer(s), director(s), or employee(s) best suited to testify about the substance of these financing, loan or credit arrangements.

RESPONSE:

INTERROGATORY NO. 4:

Describe with particularity any investment and ownership interest You have had in Reliance Industries Limited between 2000 and the present and identify Your officer(s), director(s), or employee(s) best suited to testify about the substance of these actions.

RESPONSE:

INTERROGATORY NO. 5:

Describe with particularity the actions undertaken by You in connection with Pioneer Natural Resources' public offering of 5,500,000 shares in 2011 and identify Your officer(s), director(s), or employee(s) best suited to testify about the substance of these actions.

RESPONSE:

INTERROGATORY NO. 6:

Describe with particularity the actions undertaken by You in connection with Pioneer Natural Resources' purchase of Evergreen Resources, Inc. in 2004, the purchase of the Cullen Leases in 2005 from Hilcorp Energy, and/or other Pioneer Natural Resources purchase of any other energy related company between 2000 and the present, and identify Your officer(s), director(s), or employee(s) best suited to testify about the substance of these actions and the documents produced in response to Plaintiff-Intervenors' Requests for Production 10-12.

RESPONSE:

INTERROGATORY NO. 7:

In Your June 1, 2010 Asia Pacific Equity Research Report, You stated, in pertinent part, with respect to Reliance Industries, Limited:

“JP Morgan does and seeks to do business with companies covered in its research reports. As a result, investors should be aware that the firm may have a conflict of interest that could affect the objectivity of this report.”

“Important Disclosures

* **Client of the firm:** Reliance Industries Ltd is or was in the past 12 months a client of JPMSI; during the past 12 months, JPMSI provided to the company investment banking services, non-investment banking services and non-securities-related services

* **Investment Banking (past 12 months):** JPMSI or its affiliates received in the past 12 months compensation for investment banking services from Reliance Industries Ltd.

* **Investment Banking (next 3 months):** JPMSI or its affiliates expect to receive, or intend to seek, compensation for investment banking services in the next three months from Reliance Industries Ltd.

* **Non-investment Banking Compensation:** JPMSI has received compensation in the past 12 months for products or services other than investment banking from Reliance Industries Ltd. An affiliate of JPMSI has received compensation in the past 12 months for products or services other than investment banking from Reliance Industries Ltd.”

With respect to the above-referenced statements, describe with particularity:

A) Each and every basis for Your statement under the heading “Client of the firm” that that You or Your affiliates “provided to [Reliance Industries Ltd] investment banking services, non-investment banking services and non-securities-related services.”

B) Each and every basis for Your statement under the heading “Investment Banking (past 12 months)” that You or Your affiliates “received in the past 12 months compensation for investment banking services from Reliance Industries Ltd.”

C) Each and every basis for Your statement under the heading “Investment Banking (next 3 months)” that You or Your affiliates “affiliates expect to receive, or intend to seek, compensation for investment banking services in the next three months from Reliance Industries Ltd..”

D) Each and every basis for Your statement under the heading “Non-investment Banking Compensation” that You or Your affiliates “received compensation in the past 12 months for products or services other than investment banking from Reliance Industries Ltd.” and that Your “received compensation in the past 12 months for products or services other than investment banking from Reliance Industries Ltd.”

RESPONSE:

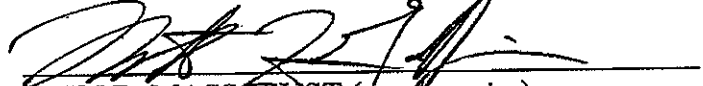
INTERROGATORY NO. 8:

For each and every basis identified in Your response to Interrogatory 7 as a reason for making the statement/disclosure referenced in Interrogatory 7, identify Your officer(s), director(s), or employee(s) best suited to testify about the each and every individual basis.

RESPONSE:

DATE: June 19, 2012.

ZELLE HOFMANN VOELBEL & MASON, LLP



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INTERVENORS¹**

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CERTIFICATE OF SERVICE

I certify that on June 19, 2012, this document was served on the following described parties in the manner indicated below:

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Via U.S. Mail and Email



Matthew J. Gellinger

Exhibit D

CAUSE NO. 2010-CI-10977

JOHN K. MEYER, ET. AL.,
Plaintiffs,

V.

JPMORGAN CHASE BANK, N.A.
INDIVIDUALLY/CORPORATELY
AND AS TRUSTEE OF THE SOUTH
TEXAS SYNDICATE TRUST
and GARY P. AYMES,
Defendants.

§ IN THE DISTRICT COURT
§
§
§ 225TH JUDICIAL DISTRICT
§
§
§
§
§
§
§ BEXAR COUNTY, TEXAS

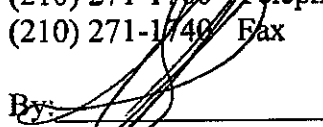
**DEFENDANT JPMORGAN CHASE BANK, N.A.'S OBJECTIONS AND RESPONSES
TO PLAINTIFF-INTERVENORS' FIRST SET OF INTERROGATORIES**

Defendant JPMorgan Chase Bank, N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust (collectively "J.P. Morgan") submits these Objections and Responses to Plaintiff-Intervenor's First Set of Interrogatories.

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER BEITER
WITTENBERG & GARZA INCORPORATED**

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State Bar No. 07738200
David Jed Williams
State Bar No. 21518060

ATTORNEYS FOR DEFENDANTS

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of this document was served upon the following on July 23, 2012 by the method indicated:

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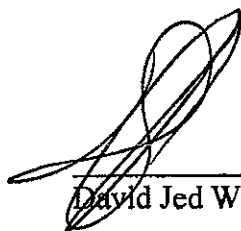
CERTIFIED MAIL R.R.R.

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CERTIFIED MAIL R.R.R.

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Ms. Sharon C. Savage
TINSMAN & SCIANO, INC.
10107 McAllister Freeway
San Antonio, Texas 78205

CERTIFIED MAIL R.R.R.



David Jed Williams

J.P. MORGAN'S RESPONSES AND OBJECTIONS TO PLAINTIFF-INTERVENORS'
FIRST SET OF INTERROGATORIES

I. GENERAL OBJECTIONS AND REQUEST FOR PROTECTIVE ORDER

A. These Interrogatories in some instances seek information that would constitute an invasion of J.P. Morgan's (or other person's or entity's) personal rights of privilege, confidentiality, and privacy. Additionally, many of these Interrogatories have questionable or no relevance to the subject matter of this case, are overly broad in scope and would unduly burden J.P. Morgan with the need to search for, organize, and review a massive amount of information and data from decades past at great time and expense in order to accurately respond. J.P. Morgan has filed a Motion for Protective Order, which Motion is incorporated herein by reference in its entirety, and J.P. Morgan objects to these discovery requests (where applicable) on each and all of the bases set forth in the Motion for Protective Order (and as provided below).

B. J.P. Morgan generally objects to these Interrogatories to the extent that J.P. Morgan would be required to retrieve and review electronically stored information ("ESI") for over a twelve (12) year period with no specification (or agreement) as to custodians and search terms to obtain responsive information. In general, such ESI is not reasonably available to J.P. Morgan in the ordinary course of its business. J.P. Morgan cannot – through reasonable effort – retrieve the data or information requested. J.P. Morgan therefore objects to complying with these requests with regard to retrieving and reviewing ESI under TRCP 196.4.

C. J.P. Morgan objects to the definition of "you" and "your" to the extent it would include any person or entity other than the actual party in this case to whom the Interrogatory is directed. Plaintiff-Intervenors' definition would purport to improperly include "any and all past or present partners, officers, subsidiaries, managers, employees, representatives, agents, shareholders, affiliates, subsidiaries, parents, successors, assigns, or any entity in which Defendant has an ownership interest, individually, collectively, or in any combination and/or permutation whatsoever." J.P. Morgan objects to having to seek or search for information from non-parties to this lawsuit or to responding to these discovery requests in any capacity (or on behalf of any person or entity) other than it as Defendant in the capacities in which it has been sued and to which these Requests are directed. J.P. Morgan's responses herein are from the only such entity, Defendant JPMorgan Chase Bank, N.A., Individually/Corporately and in its role as Trustee of the South Texas Syndicate Trust. J.P. Morgan further objects to the definition of "You" as overly broad to include entities or businesses unrelated to the business that administers personal trusts.

D. J.P. Morgan objects to the alleged "relevant time period" from 2000 to the present as overly broad and unduly burdensome in purporting to require J.P. Morgan to search for and produce information going back twelve (12) years.

Subject to these objections and following the entry of an appropriate agreed order and/or the Court's ruling on J.P. Morgan's Motion for Protective Order (and protections requested hereinabove on the general objections and requests for protective order incorporated herein), J.P. Morgan will further respond and/or supplement as appropriate or required.

INTERROGATORIES

INTERROGATORY NO. 1

Describe with particularity the actions and responsibilities undertaken by You in connection with the 2010 joint venture between Reliance Industries Limited and Pioneer Natural Resources concerning Eagle Ford Shale property interests and identify Your officer(s), director(s), or employee(s) best suited to testify about the substance of these actions.

OBJECTIONS:

Defendant objects to this Interrogatory on the following bases:

1. This Interrogatory is wholly improper as worded, not allowed by the TRCP including Rule 197 TRCP, lacks the required specificity of inquiry, and is vague, undefined, non-specific, overly broad (e.g. "actions and responsibilities"), harassing, and unduly burdensome (e.g. "describe with particularity").
2. This Interrogatory seeks information that is not relevant to the subject matter of this case for discovery purposes and is beyond the scope of discovery as confined by the subject matter of this case. *See* TRCP 192 cmt. 1.
3. This Interrogatory seeks confidential, private, and/or proprietary information pertaining to J.P. Morgan and potentially other third parties (e.g. Reliance Industries Limited and Pioneer Natural Resources). Accordingly, J.P. Morgan has filed a Motion for Protective Order and objects to further responding to this discovery request until such Motion has been determined and protections granted as requested therein.
4. This Interrogatory seeks information that may consist of potential banking records for third parties. With respect to these requested records, Plaintiff-Intervenors have not satisfied the requirements of TEX. FIN. CODE §59.006, and specifically, §§59.006(b), (c), and (d), which require that Plaintiff-Intervenors pay J.P. Morgan's costs and attorneys' fees, give notice to the affected possible customers of J.P. Morgan and give those customers an opportunity to consent or refuse to consent to the production of their records.
5. J.P. Morgan hereby incorporates as part of its objections to this Interrogatory, its Motion for Protective Order Against Plaintiff-Intervenors filed simultaneously (and the grounds for protection outlined therein) and its "General Objections"

noted above on page 3 herein.

INTERROGATORY NO. 2

Describe with particularity the actions and responsibilities undertaken by You in connection with Reliance Industries Limited's investigation of and/or negotiation with EOG Resources, Inc. concerning Eagle Ford Shale property interests and identify Your officer(s), director(s), or employee(s) best suited to testify about the substance of these actions.

OBJECTIONS:

Defendant objects to this Interrogatory on the following bases:

1. This Interrogatory is wholly improper as worded, not allowed by the TRCP including Rule 197 TRCP, lacks the required specificity of inquiry, and is vague, undefined, non-specific, overly broad (e.g. "actions and responsibilities"), harassing, and unduly burdensome (e.g. "describe with particularity").
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5. J.P. Morgan hereby incorporates as part of its objections to this Interrogatory, its Motion for Protective Order Against Plaintiff-Intervenors filed simultaneously (and the grounds for protection outlined therein) and its "General Objections" noted above on page 3 herein.

INTERROGATORY NO. 3

Describe with particularity each and every financing, loan or credit arrangement between You and Reliance Industries Limited existing between 2000 and the present and identify Your officer(s), director(s), or employee(s) best suited to testify about the substance of these financing, loan or credit arrangements.

OBJECTIONS:

Defendant objects to this Interrogatory on the following bases:

1. This Interrogatory is wholly improper as worded, not allowed by the TRCP including Rule 197 TRCP, lacks the required specificity of inquiry, and is vague, undefined, non-specific, overly broad, harassing, and unduly burdensome (e.g. "describe with particularity").
2. This Interrogatory seeks information that is not relevant to the subject matter of this case for discovery purposes and is beyond the scope of discovery as confined by the subject matter of this case. *See* TRCP 192 cmt. 1.
3. This Interrogatory seeks confidential, private, and/or proprietary information pertaining to J.P. Morgan and potentially other third parties (e.g. Reliance Industries Limited). Accordingly, J.P. Morgan has filed a Motion for Protective Order and objects to further responding to this discovery request until such Motion has been determined and protections granted as requested therein.
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5. J.P. Morgan hereby incorporates as part of its objections to this Interrogatory, its Motion for Protective Order Against Plaintiff-Intervenors filed simultaneously (and the grounds for protection outlined therein) and its "General Objections" noted above on page 3 herein.

INTERROGATORY NO. 4

Describe with particularity any investment and ownership interest You have had in Reliance Industries Limited between 2000 and the present and identify Your officer(s), director(s), or employee(s) best suited to testify about the substance of these actions.

OBJECTIONS:

Defendant objects to this Interrogatory on the following bases:

1. This Interrogatory is wholly improper as worded, not allowed by the TRCP including Rule 197 TRCP, lacks the required specificity of inquiry, and is vague, undefined, non-specific, overly broad, harassing, and unduly burdensome (e.g. "describe with particularity").
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INTERROGATORY NO. 5

Describe with particularity the actions undertaken by You in connection with Pioneer Natural Resources' public offering of 5,500,000 shares in 2011 and identify Your officer(s), director(s), or employee(s) best suited to testify about the substance of these actions.

OBJECTIONS:

Defendant objects to this Interrogatory on the following bases:

1. This Interrogatory is wholly improper as worded, not allowed by the TRCP including Rule 197 TRCP, lacks the required specificity of inquiry; and is vague,

undefined, non-specific, overly broad, harassing, and unduly burdensome (e.g. "describe with particularity").

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3. This Interrogatory seeks confidential, private, and/or proprietary information pertaining to J.P. Morgan and potentially other third parties (e.g. Pioneer Natural Resources). Accordingly, J.P. Morgan has filed a Motion for Protective Order and objects to further responding to this discovery request until such Motion has been determined and protections granted as requested therein.
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INTERROGATORY NO. 6

Describe with particularity the actions undertaken by You in connection with Pioneer Natural Resources' purchase of Evergreen Resources, Inc. in 2004, the purchase of Cullen Leases in 2005 from Hilcorp Energy, and/or other Pioneer Natural Resources purchase of any other energy related company between 2000 and the present, and identify Your officer(s), director(s), or employee(s) best suited to testify about the substance of these actions and the documents produced in response to Plaintiff-Intervenors' Requests for Production 10-12.

OBJECTIONS:

Defendant objects to this Interrogatory on the following bases:

1. This Interrogatory is wholly improper as worded, not allowed by the TRCP including Rule 197 TRCP, lacks the required specificity of inquiry, and is vague, undefined, non-specific, overly broad, harassing, and unduly burdensome (e.g. "describe with particularity").
2. This Interrogatory seeks information that is not relevant to the subject matter of

this case for discovery purposes and is beyond the scope of discovery as confined by the subject matter of this case. See TRCP 192 cmt. 1.

3. This Interrogatory seeks confidential, private, and/or proprietary information pertaining to J.P. Morgan and potentially other third parties (e.g. Pioneer Natural Resources and Evergreen Resources.). Accordingly, J.P. Morgan has filed a Motion for Protective Order and objects to further responding to this discovery request until such Motion has been determined and protections granted as requested therein.
4. This Interrogatory seeks information that may consist of potential banking records for third parties. With respect to these requested records, Plaintiff-Intervenors have not satisfied the requirements of TEX. FIN. CODE §59.006, and specifically, §§59.006(b), (c), and (d), which require that Plaintiff-Intervenors pay J.P. Morgan's costs and attorneys' fees, give notice to the affected possible customers of J.P. Morgan and give those customers an opportunity to consent or refuse to consent to the production of their records.
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INTERROGATORY NO. 7

In your June 1, 2010 Asia Pacific Equity Research Report, You stated, in pertinent part, with respect to Reliance Industries, Limited:

"JP Morgan does and seeks to do business with companies covered in its research reports. As a result, investors should be aware that the firm may have conflict of interest that could affect the objectivity of this report."

"Important Disclosures

* **Client of the firm:** Reliance Industries, Ltd. is or was in the past 12 months a client of JPMSI; during the past 12 months, JPMSI provided to the company investment banking services, non-investment banking services and non-securities-related services

* **Investment Banking (past 12 months):** JPMSI or its affiliates received in the past 12 months compensation for the investment banking services from Reliance Industries, Ltd.

* **Investment Banking (next 3 months):** JPMSI or its affiliates expect to receive, or intend to seek, compensation for investment banking services in the next three months from Reliance Industries, Ltd.

*** Non-investment Banking Compensation:** JPMSI has received compensation in the past 12 months for products or services other than investment banking from Reliance Industries, Ltd. An affiliate of JPMSI has received compensation in the past 12 months for products or services other than investment banking from Reliance Industries, Ltd.”

With respect to the above reference statement, describe with particularity:

A) Each and every basis for Your statement under the heading “Client of the firm” that You or Your affiliates “provided to [Reliance Industries, Ltd.] investment banking services, non-investment banking services and non-securities-related services.”

B) Each and every basis for Your statement under the heading “Investment Banking (next 3 months)” that You or Your affiliates “affiliates expect to receive, or intend to seek, compensation for the investment banking services in the next three months from Reliance Industries, Ltd.”

C) Each and every basis for Your statement under the heading “Non-investment Banking Compensation” that You or Your affiliates “received compensation in the past 12 months for products or services other than investment banking from Reliance Industries, Ltd.” and that Your “received compensation in the past 12 months for products or services other than investment banking from Reliance Industries, Ltd.”

OBJECTIONS:

Defendant objects to this Interrogatory on the following bases:

1. This Interrogatory is wholly improper as worded, not allowed by the TRCP including Rule 197 TRCP, lacks the required specificity of inquiry, and is vague, undefined, non-specific, overly broad, harassing, and unduly burdensome (e.g. “each and every basis”).
2. This Interrogatory seeks information that is not relevant to the subject matter of this case for discovery purposes and is beyond the scope of discovery as confined by the subject matter of this case. *See* TRCP 192 cmt. 1.
3. This Interrogatory seeks confidential, private, and/or proprietary information pertaining to J.P. Morgan and potentially other third parties (e.g. Reliance Industries Limited). Accordingly, J.P. Morgan has filed a Motion for Protective Order and objects to further responding to this discovery request until such Motion has been determined and protections granted as requested therein.
4. This Interrogatory seeks information that may consist of potential banking records for third parties. With respect to these requested records, Plaintiff-Intervenors have not satisfied the requirements of TEX. FIN. CODE §59.006, and specifically, §§59.006(b), (c), and (d), which require that Plaintiff-Intervenors pay J.P. Morgan’s costs and attorneys’ fees, give notice to the affected possible customers of J.P. Morgan and give those customers an opportunity to consent or refuse to

consent to the production of their records.

5. J.P. Morgan hereby incorporates as part of its objections to this Interrogatory, its Motion for Protective Order Against Plaintiff-Intervenors filed simultaneously (and the grounds for protection outlined therein) and its "General Objections" noted above on page 3 herein.

INTERROGATORY NO. 8

For each and every basis identified in Your response to Interrogatory 7 as a reason for making the statement/disclosure referenced in Interrogatory 7, identify Your officer(s), director(s), or employee(s) best suited to testify about the each and every individual basis.

OBJECTIONS:

Defendant objects to this Interrogatory on the following bases:

1. This Interrogatory is wholly improper as worded, not allowed by the TRCP including Rule 197 TRCP, lacks the required specificity of inquiry, and is vague, undefined, non-specific, overly broad, harassing, and unduly burdensome (e.g. "each and every basis").
2. This Interrogatory seeks confidential, private, and/or proprietary information pertaining to J.P. Morgan and potentially other third parties (e.g. Reliance Industries Limited). Accordingly, J.P. Morgan has filed a Motion for Protective Order and objects to further responding to this discovery request until such Motion has been determined and protections granted as requested therein.
3. This Interrogatory seeks information that may consist of potential banking records for third parties. With respect to these requested records, Plaintiff-Intervenors have not satisfied the requirements of TEX. FIN. CODE §59.006, and specifically, §§59.006(b), (c), and (d), which require that Plaintiff-Intervenors pay J.P. Morgan's costs and attorneys' fees, give notice to the affected possible customers of J.P. Morgan and give those customers an opportunity to consent or refuse to consent to the production of their records.
4. J.P. Morgan hereby incorporates as part of its objections to this Interrogatory, its Motion for Protective Order Against Plaintiff-Intervenors filed simultaneously (and the grounds for protection outlined therein) and its "General Objections" noted above on page 3 herein.

CAUSE NO. 2010-CI-10977

JOHN K. MEYER, ET. AL.,
Plaintiffs,

V.

JPMORGAN CHASE BANK, N.A.
INDIVIDUALLY/CORPORATELY
AND AS TRUSTEE OF THE SOUTH
TEXAS SYNDICATE TRUST
and GARY P. AYMES,
Defendants.

§ IN THE DISTRICT COURT
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§ 225TH JUDICIAL DISTRICT
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§ BEXAR COUNTY, TEXAS

**DEFENDANT JPMORGAN CHASE BANK, N.A.'S OBJECTIONS AND RESPONSES
TO PLAINTIFF-INTERVENORS' FIRST SET OF INTERROGATORIES**

Defendant JPMorgan Chase Bank, N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust (collectively "J.P. Morgan") submits these Objections and Responses to Plaintiff-Intervenor's First Set of Interrogatories.

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER BEITER
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David Jed Williams
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ATTORNEYS FOR DEFENDANTS

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of this document was served upon the following on July 23, 2012 by the method indicated:

Mr. Steven J. Badger
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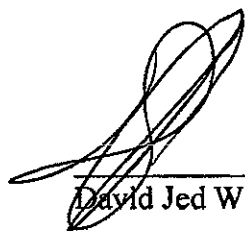
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J.P. MORGAN'S RESPONSES AND OBJECTIONS TO PLAINTIFF-INTERVENORS'
FIRST SET OF INTERROGATORIES

I. GENERAL OBJECTIONS AND REQUEST FOR PROTECTIVE ORDER

A. These Interrogatories in some instances seek information that would constitute an invasion of J.P. Morgan's (or other person's or entity's) personal rights of privilege, confidentiality, and privacy. Additionally, many of these Interrogatories have questionable or no relevance to the subject matter of this case, are overly broad in scope and would unduly burden J.P. Morgan with the need to search for, organize, and review a massive amount of information and data from decades past at great time and expense in order to accurately respond. J.P. Morgan has filed a Motion for Protective Order, which Motion is incorporated herein by reference in its entirety, and J.P. Morgan objects to these discovery requests (where applicable) on each and all of the bases set forth in the Motion for Protective Order (and as provided below).

B. J.P. Morgan generally objects to these Interrogatories to the extent that J.P. Morgan would be required to retrieve and review electronically stored information ("ESI") for over a twelve (12) year period with no specification (or agreement) as to custodians and search terms to obtain responsive information. In general, such ESI is not reasonably available to J.P. Morgan in the ordinary course of its business. J.P. Morgan cannot – through reasonable effort – retrieve the data or information requested. J.P. Morgan therefore objects to complying with these requests with regard to retrieving and reviewing ESI under TRCP 196.4.

C. J.P. Morgan objects to the definition of "you" and "your" to the extent it would include any person or entity other than the actual party in this case to whom the Interrogatory is directed. Plaintiff-Intervenors' definition would purport to improperly include "any and all past or present partners, officers, subsidiaries, managers, employees, representatives, agents, shareholders, affiliates, subsidiaries, parents, successors, assigns, or any entity in which Defendant has an ownership interest, individually, collectively, or in any combination and/or permutation whatsoever." J.P. Morgan objects to having to seek or search for information from non-parties to this lawsuit or to responding to these discovery requests in any capacity (or on behalf of any person or entity) other than it as Defendant in the capacities in which it has been sued and to which these Requests are directed. J.P. Morgan's responses herein are from the only such entity, Defendant JPMorgan Chase Bank, N.A., Individually/Corporately and in its role as Trustee of the South Texas Syndicate Trust. J.P. Morgan further objects to the definition of "You" as overly broad to include entities or businesses unrelated to the business that administers personal trusts.

D. J.P. Morgan objects to the alleged "relevant time period" from 2000 to the present as overly broad and unduly burdensome in purporting to require J.P. Morgan to search for and produce information going back twelve (12) years.

Subject to these objections and following the entry of an appropriate agreed order and/or the Court's ruling on J.P. Morgan's Motion for Protective Order (and protections requested hereinabove on the general objections and requests for protective order incorporated herein), J.P. Morgan will further respond and/or supplement as appropriate or required.

INTERROGATORIES

INTERROGATORY NO. 1

Describe with particularity the actions and responsibilities undertaken by You in connection with the 2010 joint venture between Reliance Industries Limited and Pioneer Natural Resources concerning Eagle Ford Shale property interests and identify Your officer(s), director(s), or employee(s) best suited to testify about the substance of these actions.

OBJECTIONS:

Defendant objects to this Interrogatory on the following bases:

1. This Interrogatory is wholly improper as worded, not allowed by the TRCP including Rule 197 TRCP, lacks the required specificity of inquiry, and is vague, undefined, non-specific, overly broad (e.g. "actions and responsibilities"), harassing, and unduly burdensome (e.g. "describe with particularity").
2. This Interrogatory seeks information that is not relevant to the subject matter of this case for discovery purposes and is beyond the scope of discovery as confined by the subject matter of this case. *See* TRCP 192 cmt. 1.
3. This Interrogatory seeks confidential, private, and/or proprietary information pertaining to J.P. Morgan and potentially other third parties (e.g. Reliance Industries Limited and Pioneer Natural Resources). Accordingly, J.P. Morgan has filed a Motion for Protective Order and objects to further responding to this discovery request until such Motion has been determined and protections granted as requested therein.
4. This Interrogatory seeks information that may consist of potential banking records for third parties. With respect to these requested records, Plaintiff-Intervenors have not satisfied the requirements of TEX. FIN. CODE §59.006, and specifically, §§59.006(b), (c), and (d), which require that Plaintiff-Intervenors pay J.P. Morgan's costs and attorneys' fees, give notice to the affected possible customers of J.P. Morgan and give those customers an opportunity to consent or refuse to consent to the production of their records.
5. J.P. Morgan hereby incorporates as part of its objections to this Interrogatory, its Motion for Protective Order Against Plaintiff-Intervenors filed simultaneously (and the grounds for protection outlined therein) and its "General Objections"

noted above on page 3 herein.

INTERROGATORY NO. 2

Describe with particularity the actions and responsibilities undertaken by You in connection with Reliance Industries Limited's investigation of and/or negotiation with EOG Resources, Inc. concerning Eagle Ford Shale property interests and identify Your officer(s), director(s), or employee(s) best suited to testify about the substance of these actions.

OBJECTIONS:

Defendant objects to this Interrogatory on the following bases:

1. This Interrogatory is wholly improper as worded, not allowed by the TRCP including Rule 197 TRCP, lacks the required specificity of inquiry, and is vague, undefined, non-specific, overly broad (e.g. "actions and responsibilities"), harassing, and unduly burdensome (e.g. "describe with particularity").
2. This Interrogatory seeks information that is not relevant to the subject matter of this case for discovery purposes and is beyond the scope of discovery as confined by the subject matter of this case. See TRCP 192 cmt. 1.
3. This Interrogatory seeks confidential, private, and/or proprietary information pertaining to J.P. Morgan and potentially other third parties (e.g. Reliance Industries Limited and EOG Resources, Inc.). Accordingly, J.P. Morgan has filed a Motion for Protective Order and objects to further responding to this discovery request until such Motion has been determined and protections granted as requested therein.
4. This Interrogatory seeks information that may consist of potential banking records for third parties. With respect to these requested records, Plaintiff-Intervenors have not satisfied the requirements of TEX. FIN. CODE §59.006, and specifically, §§59.006(b), (c), and (d), which require that Plaintiff-Intervenors pay J.P. Morgan's costs and attorneys' fees, give notice to the affected possible customers of J.P. Morgan and give those customers an opportunity to consent or refuse to consent to the production of their records.
5. J.P. Morgan hereby incorporates as part of its objections to this Interrogatory, its Motion for Protective Order Against Plaintiff-Intervenors filed simultaneously (and the grounds for protection outlined therein) and its "General Objections" noted above on page 3 herein.

INTERROGATORY NO. 3

Describe with particularity each and every financing, loan or credit arrangement between You and Reliance Industries Limited existing between 2000 and the present and identify Your officer(s), director(s), or employee(s) best suited to testify about the substance of these financing, loan or credit arrangements.

OBJECTIONS:

Defendant objects to this Interrogatory on the following bases:

1. This Interrogatory is wholly improper as worded, not allowed by the TRCP including Rule 197 TRCP, lacks the required specificity of inquiry, and is vague, undefined, non-specific, overly broad, harassing, and unduly burdensome (e.g. "describe with particularity").
2. This Interrogatory seeks information that is not relevant to the subject matter of this case for discovery purposes and is beyond the scope of discovery as confined by the subject matter of this case. *See* TRCP 192 cmt. 1.
3. This Interrogatory seeks confidential, private, and/or proprietary information pertaining to J.P. Morgan and potentially other third parties (e.g. Reliance Industries Limited). Accordingly, J.P. Morgan has filed a Motion for Protective Order and objects to further responding to this discovery request until such Motion has been determined and protections granted as requested therein.
4. This Interrogatory seeks information that may consist of potential banking records for third parties. With respect to these requested records, Plaintiff-Intervenors have not satisfied the requirements of TEX. FIN. CODE §59.006, and specifically, §§59.006(b), (c), and (d), which require that Plaintiff-Intervenors pay J.P. Morgan's costs and attorneys' fees, give notice to the affected possible customers of J.P. Morgan and give those customers an opportunity to consent or refuse to consent to the production of their records.
5. J.P. Morgan hereby incorporates as part of its objections to this Interrogatory, its Motion for Protective Order Against Plaintiff-Intervenors filed simultaneously (and the grounds for protection outlined therein) and its "General Objections" noted above on page 3 herein.

INTERROGATORY NO. 4

Describe with particularity any investment and ownership interest You have had in Reliance Industries Limited between 2000 and the present and identify Your officer(s), director(s), or employee(s) best suited to testify about the substance of these actions.

OBJECTIONS:

Defendant objects to this Interrogatory on the following bases:

1. This Interrogatory is wholly improper as worded, not allowed by the TRCP including Rule 197 TRCP, lacks the required specificity of inquiry, and is vague, undefined, non-specific, overly broad, harassing, and unduly burdensome (e.g. "describe with particularity").
2. This Interrogatory seeks information that is not relevant to the subject matter of this case for discovery purposes and is beyond the scope of discovery as confined by the subject matter of this case. *See* TRCP 192 cmt. 1.
3. This Interrogatory seeks confidential, private, and/or proprietary information pertaining to J.P. Morgan and potentially other third parties (e.g. Reliance Industries Limited). Accordingly, J.P. Morgan has filed a Motion for Protective Order and objects to further responding to this discovery request until such Motion has been determined and protections granted as requested therein.
4. This Interrogatory seeks information that may consist of potential banking records for third parties. With respect to these requested records, Plaintiff-Intervenors have not satisfied the requirements of TEX. FIN. CODE §59.006, and specifically, §§59.006(b), (c), and (d), which require that Plaintiff-Intervenors pay J.P. Morgan's costs and attorneys' fees, give notice to the affected possible customers of J.P. Morgan and give those customers an opportunity to consent or refuse to consent to the production of their records.
5. J.P. Morgan hereby incorporates as part of its objections to this Interrogatory, its Motion for Protective Order Against Plaintiff-Intervenors filed simultaneously (and the grounds for protection outlined therein) and its "General Objections" noted above on page 3 herein.

INTERROGATORY NO. 5

Describe with particularity the actions undertaken by You in connection with Pioneer Natural Resources' public offering of 5,500,000 shares in 2011 and identify Your officer(s), director(s), or employee(s) best suited to testify about the substance of these actions.

OBJECTIONS:

Defendant objects to this Interrogatory on the following bases:

1. This Interrogatory is wholly improper as worded, not allowed by the TRCP including Rule 197 TRCP, lacks the required specificity of inquiry, and is vague,

undefined, non-specific, overly broad, harassing, and unduly burdensome (e.g. "describe with particularity").

2. This Interrogatory seeks information that is not relevant to the subject matter of this case for discovery purposes and is beyond the scope of discovery as confined by the subject matter of this case. *See* TRCP 192 cmt. 1.
3. This Interrogatory seeks confidential, private, and/or proprietary information pertaining to J.P. Morgan and potentially other third parties (e.g. Pioneer Natural Resources). Accordingly, J.P. Morgan has filed a Motion for Protective Order and objects to further responding to this discovery request until such Motion has been determined and protections granted as requested therein.
4. This Interrogatory seeks information that may consist of potential banking records for third parties. With respect to these requested records, Plaintiff-Intervenors have not satisfied the requirements of TEX. FIN. CODE §59.006, and specifically, §§59.006(b), (c), and (d), which require that Plaintiff-Intervenors pay J.P. Morgan's costs and attorneys' fees, give notice to the affected possible customers of J.P. Morgan and give those customers an opportunity to consent or refuse to consent to the production of their records.
5. J.P. Morgan hereby incorporates as part of its objections to this Interrogatory, its Motion for Protective Order Against Plaintiff-Intervenors filed simultaneously (and the grounds for protection outlined therein) and its "General Objections" noted above on page 3 herein.

INTERROGATORY NO. 6

Describe with particularity the actions undertaken by You in connection with Pioneer Natural Resources' purchase of Evergreen Resources, Inc. in 2004, the purchase of Cullen Leases in 2005 from Hilcorp Energy, and/or other Pioneer Natural Resources purchase of any other energy related company between 2000 and the present, and identify Your officer(s), director(s), or employee(s) best suited to testify about the substance of these actions and the documents produced in response to Plaintiff-Intervenors' Requests for Production 10-12.

OBJECTIONS:

Defendant objects to this Interrogatory on the following bases:

1. This Interrogatory is wholly improper as worded, not allowed by the TRCP including Rule 197 TRCP, lacks the required specificity of inquiry, and is vague, undefined, non-specific, overly broad, harassing, and unduly burdensome (e.g. "describe with particularity").
2. This Interrogatory seeks information that is not relevant to the subject matter of

this case for discovery purposes and is beyond the scope of discovery as confined by the subject matter of this case. See TRCP 192 cmt. 1.

3. This Interrogatory seeks confidential, private, and/or proprietary information pertaining to J.P. Morgan and potentially other third parties (e.g. Pioneer Natural Resources and Evergreen Resources.). Accordingly, J.P. Morgan has filed a Motion for Protective Order and objects to further responding to this discovery request until such Motion has been determined and protections granted as requested therein.
4. This Interrogatory seeks information that may consist of potential banking records for third parties. With respect to these requested records, Plaintiff-Intervenors have not satisfied the requirements of TEX. FIN. CODE §59.006, and specifically, §§59.006(b), (c), and (d), which require that Plaintiff-Intervenors pay J.P. Morgan's costs and attorneys' fees, give notice to the affected possible customers of J.P. Morgan and give those customers an opportunity to consent or refuse to consent to the production of their records.
5. J.P. Morgan hereby incorporates as part of its objections to this Interrogatory, its Motion for Protective Order Against Plaintiff-Intervenors filed simultaneously (and the grounds for protection outlined therein) and its "General Objections" noted above on page 3 herein.

INTERROGATORY NO. 7

In your June 1, 2010 Asia Pacific Equity Research Report, You stated, in pertinent part, with respect to Reliance Industries, Limited:

"JP Morgan does and seeks to do business with companies covered in its research reports. As a result, investors should be aware that the firm may have conflict of interest that could affect the objectivity of this report."

"Important Disclosures

*** Client of the firm:** Reliance Industries, Ltd. is or was in the past 12 months a client of JPMSI; during the past 12 months, JPMSI provided to the company investment banking services, non-investment banking services and non-securities-related services

*** Investment Banking (past 12 months):** JPMSI or its affiliates received in the past 12 months compensation for the investment banking services from Reliance Industries, Ltd.

*** Investment Banking (next 3 months):** JPMSI or its affiliates expect to receive, or intend to seek, compensation for investment banking services in the next three months from Reliance Industries, Ltd.

*** Non-investment Banking Compensation:** JPMSI has received compensation in the past 12 months for products or services other than investment banking from Reliance Industries, Ltd. An affiliate of JPMSI has received compensation in the past 12 months for products or services other than investment banking from Reliance Industries, Ltd.”

With respect to the above reference statement, describe with particularity:

A) Each and every basis for Your statement under the heading “Client of the firm” that You or Your affiliates “provided to [Reliance Industries, Ltd.] investment banking services, non-investment banking services and non-securities-related services.”

B) Each and every basis for Your statement under the heading “Investment Banking (next 3 months)” that You or Your affiliates “affiliates expect to receive, or intend to seek, compensation for the investment banking services in the next three months from Reliance Industries, Ltd.”

C) Each and every basis for Your statement under the heading “Non-investment Banking Compensation” that You or Your affiliates “received compensation in the past 12 months for products or services other than investment banking from Reliance Industries, Ltd.” and that Your “received compensation in the past 12 months for products or services other than investment banking from Reliance Industries, Ltd.”

OBJECTIONS:

Defendant objects to this Interrogatory on the following bases:

1. This Interrogatory is wholly improper as worded, not allowed by the TRCP including Rule 197 TRCP, lacks the required specificity of inquiry, and is vague, undefined, non-specific, overly broad, harassing, and unduly burdensome (e.g. “each and every basis”).
2. This Interrogatory seeks information that is not relevant to the subject matter of this case for discovery purposes and is beyond the scope of discovery as confined by the subject matter of this case. *See* TRCP 192 cmt. 1.
3. This Interrogatory seeks confidential, private, and/or proprietary information pertaining to J.P. Morgan and potentially other third parties (e.g. Reliance Industries Limited). Accordingly, J.P. Morgan has filed a Motion for Protective Order and objects to further responding to this discovery request until such Motion has been determined and protections granted as requested therein.
4. This Interrogatory seeks information that may consist of potential banking records for third parties. With respect to these requested records, Plaintiff-Intervenors have not satisfied the requirements of TEX. FIN. CODE §59.006, and specifically, §§59.006(b), (c), and (d), which require that Plaintiff-Intervenors pay J.P. Morgan’s costs and attorneys’ fees, give notice to the affected possible customers of J.P. Morgan and give those customers an opportunity to consent or refuse to

consent to the production of their records.

5. J.P. Morgan hereby incorporates as part of its objections to this Interrogatory, its Motion for Protective Order Against Plaintiff-Intervenors filed simultaneously (and the grounds for protection outlined therein) and its "General Objections" noted above on page 3 herein.

INTERROGATORY NO. 8

For each and every basis identified in Your response to Interrogatory 7 as a reason for making the statement/disclosure referenced in Interrogatory 7, identify Your officer(s), director(s), or employee(s) best suited to testify about the each and every individual basis.

OBJECTIONS:

Defendant objects to this Interrogatory on the following bases:

1. This Interrogatory is wholly improper as worded, not allowed by the TRCP including Rule 197 TRCP, lacks the required specificity of inquiry, and is vague, undefined, non-specific, overly broad, harassing, and unduly burdensome (e.g. "each and every basis").
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4. J.P. Morgan hereby incorporates as part of its objections to this Interrogatory, its Motion for Protective Order Against Plaintiff-Intervenors filed simultaneously (and the grounds for protection outlined therein) and its "General Objections" noted above on page 3 herein.

Exhibit E

JOHN K. MEYER, ET. AL.,
Plaintiffs,

V.

JPMORGAN CHASE BANK, N.A.
INDIVIDUALLY/CORPORATELY
AND AS TRUSTEE OF THE SOUTH
TEXAS SYNDICATE TRUST
and GARY P. AYMES,
Defendants.

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IN THE DISTRICT COURT

225TH JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

**DEFENDANT JPMORGAN CHASE BANK, N.A.'S OBJECTIONS AND RESPONSES
TO PLAINTIFF-INTERVENORS' FIRST SET OF REQUESTS FOR PRODUCTION**

Defendant JPMorgan Chase Bank, N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust (collectively "J.P. Morgan") submits these Objections and Responses to Plaintiff-Intervenor's First Set of Requests for Production.

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER BEITER
WITTENBERG & GARZA INCORPORATED**

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Kevin M. Beiter
State Bar No. 02059065
Rudy A. Garza
State Bar No. 07738200
David Jed Williams
State Bar No. 21518060

ATTORNEYS FOR DEFENDANTS

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of this document was served upon the following on July 23, 2012 by the method indicated:

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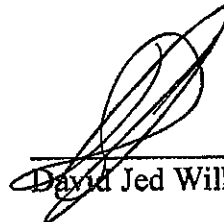
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David Jed Williams

J.P. MORGAN'S RESPONSES AND OBJECTIONS TO PLAINTIFF-INTERVENORS'
FIRST SET OF REQUESTS FOR PRODUCTION

I. GENERAL OBJECTIONS AND REQUEST FOR PROTECTIVE ORDER

A. These Requests in some instances seek the production of information that would constitute an invasion of J.P. Morgan's (or other person's or entity's) personal rights of privilege, confidentiality, and privacy. Additionally, many of these Requests have questionable or no relevance to the subject matter of this case, are overly broad in scope and would unduly burden J.P. Morgan with the need to search for, organize, review and produce a massive amount of information and data from decades past at great time and expense. J.P. Morgan has filed a Motion for Protective Order, which Motion is incorporated herein by reference in its entirety, and J.P. Morgan objects to these discovery requests (where applicable) on each and all of the bases set forth in the Motion for Protective Order (and as provided below).

B. J.P. Morgan generally objects to these requests in purporting to require the production of electronically stored information ("ESI") for over a twelve (12) year period with no specification (or agreement) as to custodians and search terms to locate responsive and relevant information. In general, the ESI requested in these requests is not reasonably available to J.P. Morgan in the ordinary course of its business. J.P. Morgan cannot – through reasonable effort – retrieve the data or information requested or produce it in the form requested. J.P. Morgan therefore objects to complying with these requests with regard to ESI production under TRCP 196.4. In addition, in the event the Court orders that J.P. Morgan must comply with any such request, under TRCP 196.4, the Court "must order that the requesting party pay the reasonable expenses of any extraordinary steps required to retrieve and produce the information." J.P. Morgan therefore objects to the production of any such information without payment of its reasonable expenses.

C. J.P. Morgan objects to the definition of "you" and "your" to the extent it would include any person or entity other than the actual party in this case to whom the request is directed. Plaintiff-Intervenors' definition would purport to improperly include "any and all past or present partners, officers, subsidiaries, managers, employees, representatives, agents, shareholders, affiliates, subsidiaries, parents, successors, assigns, or any entity in which Defendant has an ownership interest, individually, collectively, or in any combination and/or permutation whatsoever." J.P. Morgan objects to having to seek or search for information from non-parties to this lawsuit or to responding to these discovery requests in any capacity (or on behalf of any person or entity) other than it as Defendant in the capacities in which it has been sued and in which these Requests are directed. J.P. Morgan's responses herein are from the only such entity, Defendant JPMorgan Chase Bank, N.A., Individually/Corporately and in its role as Trustee of the South Texas Syndicate Trust. J.P. Morgan further objects to the definition of "You" as overly broad to include entities or businesses unrelated to the business that administers personal trusts.

D. J.P. Morgan objects to the time and place designated for the production. J.P. Morgan will produce responsive information at a mutually agreeable date, time, and place or at such time, date, and place as may be designated by J.P. Morgan.

E. J.P. Morgan objects to the alleged "relevant time period" from 2000 to the present as overly broad and unduly burdensome in purporting to require J.P. Morgan to search for and produce information going back twelve (12) years.

F. J.P. Morgan objects to Section F of the instructions regarding the content requested for a privilege log. These requirements as set forth by Plaintiff-Intervenors are not consistent with the requirements of TRCP 193.3.

Subject to these objections and following the entry of an appropriate agreed order and/or the Court's ruling on J.P. Morgan's Motion for Protective Order (and protections requested hereinabove on the general objections and requests for protective order incorporated herein), J.P. Morgan will further respond and/or supplement as appropriate or required.

REQUEST FOR PRODUCTION NO. 1:

All documents reflecting or relating to communications between You and Reliance Industries Limited relating to:

- a) Pioneer Natural Resources;
- b) Eagle Ford Shale;
- c) EOG Resources, Inc.;
- d) Cullen Leases;
- e) LaSalle County, Texas; and
- f) McMullen County, Texas

OBJECTIONS:

Defendant objects to this Request on the following bases:

1. This Request is vague, undefined, non-specific, overly broad (e.g. "relating to"), harassing, and unduly burdensome.
2. This Request seeks information that is not relevant to the subject matter of this case for discovery purposes and is beyond the scope of discovery as confined by the subject matter of this case. *See* TRCP 192 cmt. 1.
3. This Request seeks confidential, private, and/or proprietary information pertaining to J.P. Morgan and potentially other third parties (e.g. Reliance Industries Limited). Accordingly, J.P. Morgan has filed a Motion for Protective Order and objects to further responding to this discovery request until such Motion has been determined and protections granted as requested therein.

4. This Request seeks documents that may consist of potential banking records for third parties. With respect to these requested records, Plaintiff-Intervenors have not satisfied the requirements of TEX. FIN. CODE §59.006, and specifically, §§59.006(b), (c), and (d), which require that Plaintiff-Intervenors pay J.P. Morgan's costs and attorneys' fees, give notice to the affected possible customers of J.P. Morgan and give those customers an opportunity to consent or refuse to consent to the production of their records.
5. J.P. Morgan objects to this request in purporting to require the production of electronically stored information ("ESI") for over a twelve (12) year period with no specification (or agreement) as to custodians and search terms to locate responsive and relevant information. The ESI requested in this request is not reasonably available to J.P. Morgan in the ordinary course of its business. J.P. Morgan cannot – through reasonable effort – retrieve the data or information requested or produce it in the form requested. J.P. Morgan therefore objects to complying with these requests with regard to ESI production under TRCP 196.4. In addition, in the event the Court orders that J.P. Morgan must comply with any such request, under TRCP 196.4, the Court "must order that the requesting party pay the reasonable expenses of any extraordinary steps required to retrieve and produce the information." J.P. Morgan therefore objects to the production of any such information without payment of its reasonable expenses.
6. J.P. Morgan hereby incorporates as part of its objections to this Request, its Motion for Protective Order Against Plaintiff-Intervenors filed simultaneously (and the grounds for protection outlined therein) and its "General Objections" noted above on pages 3-4 herein.

REQUEST FOR PRODUCTION NO. 2:

All documents relating to the 2010 joint venture between Reliance Industries Limited and Pioneer Natural Resources concerning Eagle Ford Shale property interests.

OBJECTIONS:

Defendant objects to this Request on the following bases:

1. This Request is vague, undefined, non-specific, overly broad (e.g. "relating to"), harassing, and unduly burdensome.
2. This Request seeks information that is not relevant to the subject matter of this case for discovery purposes and is beyond the scope of discovery as confined by the subject matter of this case. *See* TRCP 192 cmt. 1.
3. This Request seeks confidential, private, and/or proprietary information pertaining

to J.P. Morgan and potentially other third parties (e.g. Reliance Industries Limited and Pioneer Natural Resources). Accordingly, J.P. Morgan has filed a Motion for Protective Order and objects to further responding to this discovery request until such Motion has been determined and protections granted as requested therein.

4. This Request seeks documents that may consist of potential banking records for third parties. With respect to these requested records, Plaintiff-Intervenors have not satisfied the requirements of TEX. FIN. CODE §59.006, and specifically, §§59.006(b), (c), and (d), which require that Plaintiff-Intervenors pay J.P. Morgan's costs and attorneys' fees, give notice to the affected possible customers of J.P. Morgan and give those customers an opportunity to consent or refuse to consent to the production of their records.
5. J.P. Morgan objects to this request in purporting to require the production of electronically stored information ("ESI") for over a twelve (12) year period with no specification (or agreement) as to custodians and search terms to locate responsive and relevant information. The ESI requested in this request is not reasonably available to J.P. Morgan in the ordinary course of its business. J.P. Morgan cannot – through reasonable effort – retrieve the data or information requested or produce it in the form requested. J.P. Morgan therefore objects to complying with these requests with regard to ESI production under TRCP 196.4. In addition, in the event the Court orders that J.P. Morgan must comply with any such request, under TRCP 196.4, the Court "must order that the requesting party pay the reasonable expenses of any extraordinary steps required to retrieve and produce the information." J.P. Morgan therefore objects to the production of any such information without payment of its reasonable expenses.
6. J.P. Morgan hereby incorporates as part of its objections to this Request, its Motion for Protective Order Against Plaintiff-Intervenors filed simultaneously (and the grounds for protection outlined therein) and its "General Objections" noted above on pages 3-4 herein.

REQUEST FOR PRODUCTION NO. 3:

All documents reflecting or relating to Reliance Industries Limited's investigation of and/or negotiations with EOG Resources, Inc. concerning the purchase of Eagle Ford Shale property interests.

OBJECTIONS:

Defendant objects to this Request on the following bases:

1. This Request is vague, undefined, non-specific, overly broad (e.g. "relating to"), harassing, and unduly burdensome.
2. This Request seeks information that is not relevant to the subject matter of this

case for discovery purposes and is beyond the scope of discovery as confined by the subject matter of this case. *See* TRCP 192 cmt. 1.

3. This Request seeks confidential, private, and/or proprietary information pertaining to J.P. Morgan and potentially other third parties (e.g. Reliance Industries Limited and EOG Resources, Inc.). Accordingly, J.P. Morgan has filed a Motion for Protective Order and objects to further responding to this discovery request until such Motion has been determined and protections granted as requested therein.
4. This Request seeks documents that may consist of potential banking records for third parties. With respect to these requested records, Plaintiff-Intervenors have not satisfied the requirements of TEX. FIN. CODE §59.006, and specifically, §§59.006(b), (c), and (d), which require that Plaintiff-Intervenors pay J.P. Morgan's costs and attorneys' fees, give notice to the affected possible customers of J.P. Morgan and give those customers an opportunity to consent or refuse to consent to the production of their records.
5. J.P. Morgan objects to this request in purporting to require the production of electronically stored information ("ESI") for over a twelve (12) year period with no specification (or agreement) as to custodians and search terms to locate responsive and relevant information. The ESI requested in this request is not reasonably available to J.P. Morgan in the ordinary course of its business. J.P. Morgan cannot – through reasonable effort – retrieve the data or information requested or produce it in the form requested. J.P. Morgan therefore objects to complying with these requests with regard to ESI production under TRCP 196.4. In addition, in the event the Court orders that J.P. Morgan must comply with any such request, under TRCP 196.4, the Court "must order that the requesting party pay the reasonable expenses of any extraordinary steps required to retrieve and produce the information." J.P. Morgan therefore objects to the production of any such information without payment of its reasonable expenses.
6. J.P. Morgan hereby incorporates as part of its objections to this Request, its Motion for Protective Order Against Plaintiff-Intervenors filed simultaneously (and the grounds for protection outlined therein) and its "General Objections" noted above on pages 3-4 herein.

REQUEST FOR PRODUCTION NO. 4:

All documents reflecting any and all financing, loan or credit arrangements between You and Reliance Industries Limited, including but not limited to documents reflecting the approximately \$400 million financing arrangement between You and Reliance Industries Limited announced in December of 2008.

OBJECTIONS:

Defendant objects to this Request on the following bases:

1. This Request is vague, undefined, non-specific, overly broad (e.g. "relating to"), harassing, and unduly burdensome.
2. This Request seeks information that is not relevant to the subject matter of this case for discovery purposes and is beyond the scope of discovery as confined by the subject matter of this case. *See* TRCP 192 cmt. 1.
3. This Request seeks confidential, private, and/or proprietary information pertaining to J.P. Morgan and potentially other third parties (e.g. Reliance Industries Limited). Accordingly, J.P. Morgan has filed a Motion for Protective Order and objects to further responding to this discovery request until such Motion has been determined and protections granted as requested therein.
4. This Request seeks documents that may consist of potential banking records for third parties. With respect to these requested records, Plaintiff-Intervenors have not satisfied the requirements of TEX. FIN. CODE §59.006, and specifically, §§59.006(b), (c), and (d), which require that Plaintiff-Intervenors pay J.P. Morgan's costs and attorneys' fees, give notice to the affected possible customers of J.P. Morgan and give those customers an opportunity to consent or refuse to consent to the production of their records.
5. J.P. Morgan objects to this request in purporting to require the production of electronically stored information ("ESI") for over a twelve (12) year period with no specification (or agreement) as to custodians and search terms to locate responsive and relevant information. The ESI requested in this request is not reasonably available to J.P. Morgan in the ordinary course of its business. J.P. Morgan cannot – through reasonable effort – retrieve the data or information requested or produce it in the form requested. J.P. Morgan therefore objects to complying with these requests with regard to ESI production under TRCP 196.4. In addition, in the event the Court orders that J.P. Morgan must comply with any such request, under TRCP 196.4, the Court "must order that the requesting party pay the reasonable expenses of any extraordinary steps required to retrieve and produce the information." J.P. Morgan therefore objects to the production of any such information without payment of its reasonable expenses.
6. J.P. Morgan hereby incorporates as part of its objections to this Request, its Motion for Protective Order Against Plaintiff-Intervenors filed simultaneously (and the grounds for protection outlined therein) and its "General Objections" noted above on pages 3-4 herein.

REQUEST FOR PRODUCTION NO. 5:

Documents sufficient to identify the full extent of Your investment and ownership interest in Reliance Industries Limited between 2000 and the present.

OBJECTIONS:

Defendant objects to this Request on the following bases:

1. This Request is vague, undefined, non-specific, overly broad (e.g. "relating to"), harassing, and unduly burdensome.
2. This Request seeks information that is not relevant to the subject matter of this case for discovery purposes and is beyond the scope of discovery as confined by the subject matter of this case. *See* TRCP 192 cmt. 1.
3. This Request seeks confidential, private, and/or proprietary information pertaining to J.P. Morgan and potentially other third parties (e.g. Reliance Industries Limited). Accordingly, J.P. Morgan has filed a Motion for Protective Order and objects to further responding to this discovery request until such Motion has been determined and protections granted as requested therein.
4. This Request seeks documents that may consist of potential banking records for third parties. With respect to these requested records, Plaintiff-Intervenors have not satisfied the requirements of TEX. FIN. CODE §59.006, and specifically, §§59.006(b), (c), and (d), which require that Plaintiff-Intervenors pay J.P. Morgan's costs and attorneys' fees, give notice to the affected possible customers of J.P. Morgan and give those customers an opportunity to consent or refuse to consent to the production of their records.
5. J.P. Morgan objects to this request in purporting to require the production of electronically stored information ("ESI") for over a twelve (12) year period with no specification (or agreement) as to custodians and search terms to locate responsive and relevant information. The ESI requested in this request is not reasonably available to J.P. Morgan in the ordinary course of its business. J.P. Morgan cannot – through reasonable effort – retrieve the data or information requested or produce it in the form requested. J.P. Morgan therefore objects to complying with these requests with regard to ESI production under TRCP 196.4. In addition, in the event the Court orders that J.P. Morgan must comply with any such request, under TRCP 196.4, the Court "must order that the requesting party pay the reasonable expenses of any extraordinary steps required to retrieve and produce the information." J.P. Morgan therefore objects to the production of any such information without payment of its reasonable expenses.
6. J.P. Morgan hereby incorporates as part of its objections to this Request, its Motion for Protective Order Against Plaintiff-Intervenors filed simultaneously

(and the grounds for protection outlined therein) and its "General Objections" noted above on pages 3-4 herein.

REQUEST FOR PRODUCTION NO. 6:

All documents reflecting Your evaluation(s) and recommendation(s) concerning investment in or financing of Reliance Industries Limited.

OBJECTIONS:

Defendant objects to this Request on the following bases:

1. This Request is vague, undefined, non-specific, overly broad (e.g. "relating to"), harassing, and unduly burdensome.
2. This Request seeks information that is not relevant to the subject matter of this case for discovery purposes and is beyond the scope of discovery as confined by the subject matter of this case. See TRCP 192 cmt. 1.
3. This Request seeks confidential, private, and/or proprietary information pertaining to J.P. Morgan and potentially other third parties (e.g. Reliance Industries Limited). Accordingly, J.P. Morgan has filed a Motion for Protective Order and objects to further responding to this discovery request until such Motion has been determined and protections granted as requested therein.
4. This Request seeks documents that may consist of potential banking records for third parties. With respect to these requested records, Plaintiff-Intervenors have not satisfied the requirements of TEX. FIN. CODE §59.006, and specifically, §§59.006(b), (c), and (d), which require that Plaintiff-Intervenors pay J.P. Morgan's costs and attorneys' fees, give notice to the affected possible customers of J.P. Morgan and give those customers an opportunity to consent or refuse to consent to the production of their records.
5. J.P. Morgan objects to this request in purporting to require the production of electronically stored information ("ESI") for over a twelve (12) year period with no specification (or agreement) as to custodians and search terms to locate responsive and relevant information. The ESI requested in this request is not reasonably available to J.P. Morgan in the ordinary course of its business. J.P. Morgan cannot – through reasonable effort – retrieve the data or information requested or produce it in the form requested. J.P. Morgan therefore objects to complying with these requests with regard to ESI production under TRCP 196.4. In addition, in the event the Court orders that J.P. Morgan must comply with any such request, under TRCP 196.4, the Court "must order that the requesting party pay the reasonable expenses of any extraordinary steps required to retrieve and produce the information." J.P. Morgan therefore objects to the production of any such information without payment of its reasonable expenses.

6. J.P. Morgan hereby incorporates as part of its objections to this Request, its Motion for Protective Order Against Plaintiff-Intervenors filed simultaneously (and the grounds for protection outlined therein) and its "General Objections" noted above on pages 3-4 herein.

REQUEST FOR PRODUCTION NO. 7:

[PLAINTIFF-INTERVENORS' OMITTED REQUEST NO. 7]

REQUEST FOR PRODUCTION NO. 8:

All documents reflecting or relating to communications between You and Pioneer Natural Resources relating to:

- a) Reliance Industries, Limited;
- b) Eagle Ford Shale;
- c) EOG Resources, Inc.;
- d) Cullen Leases;
- e) LaSalle County, Texas; and
- f) McMullen County, Texas

OBJECTIONS:

Defendant objects to this Request on the following bases:

1. This Request is vague, undefined, non-specific, overly broad (e.g. "relating to"), harassing, and unduly burdensome.
2. This Request seeks information that is not relevant to the subject matter of this case for discovery purposes and is beyond the scope of discovery as confined by the subject matter of this case. *See* TRCP 192 cmt. 1.
3. This Request seeks confidential, private, and/or proprietary information pertaining to J.P. Morgan and potentially other third parties (e.g. Pioneer Natural Resources). Accordingly, J.P. Morgan has filed a Motion for Protective Order and objects to further responding to this discovery request until such Motion has been determined and protections granted as requested therein.
4. This Request seeks documents that may consist of potential banking records for third parties. With respect to these requested records, Plaintiff-Intervenors have not satisfied the requirements of TEX. FIN. CODE §59.006, and specifically, §§59.006(b), (c), and (d), which require that Plaintiff-Intervenors pay J.P. Morgan's costs and attorneys' fees, give notice to the affected possible customers

of J.P. Morgan and give those customers an opportunity to consent or refuse to consent to the production of their records.

5. J.P. Morgan objects to this request in purporting to require the production of electronically stored information ("ESI") for over a twelve (12) year period with no specification (or agreement) as to custodians and search terms to locate responsive and relevant information. The ESI requested in this request is not reasonably available to J.P. Morgan in the ordinary course of its business. J.P. Morgan cannot – through reasonable effort – retrieve the data or information requested or produce it in the form requested. J.P. Morgan therefore objects to complying with these requests with regard to ESI production under TRCP 196.4. In addition, in the event the Court orders that J.P. Morgan must comply with any such request, under TRCP 196.4, the Court "must order that the requesting party pay the reasonable expenses of any extraordinary steps required to retrieve and produce the information." J.P. Morgan therefore objects to the production of any such information without payment of its reasonable expenses.
6. J.P. Morgan hereby incorporates as part of its objections to this Request, its Motion for Protective Order Against Plaintiff-Intervenors filed simultaneously (and the grounds for protection outlined therein) and its "General Objections" noted above on pages 3-4 herein.

REQUEST FOR PRODUCTION NO. 9:

All documents reflecting or relating to line(s) of credit extended, loans given to, or other financing arrangements between Pioneer Natural Resources and You.

OBJECTIONS:

Defendant objects to this Request on the following bases:

1. This Request is vague, undefined, non-specific, overly broad (e.g. "relating to"), harassing, and unduly burdensome.
2. This Request seeks information that is not relevant to the subject matter of this case for discovery purposes and is beyond the scope of discovery as confined by the subject matter of this case. See TRCP 192 cmt. 1.
3. This Request seeks confidential, private, and/or proprietary information pertaining to J.P. Morgan and potentially other third parties (e.g. Pioneer Natural Resources). Accordingly, J.P. Morgan has filed a Motion for Protective Order and objects to further responding to this discovery request until such Motion has been determined and protections granted as requested therein.
4. This Request seeks documents that may consist of potential banking records for third parties. With respect to these requested records, Plaintiff-Intervenors have

not satisfied the requirements of TEX. FIN. CODE §59.006, and specifically, §§59.006(b), (c), and (d), which require that Plaintiff-Intervenors pay J.P. Morgan's costs and attorneys' fees, give notice to the affected possible customers of J.P. Morgan and give those customers an opportunity to consent or refuse to consent to the production of their records.

5. J.P. Morgan objects to this request in purporting to require the production of electronically stored information ("ESI") for over a twelve (12) year period with no specification (or agreement) as to custodians and search terms to locate responsive and relevant information. The ESI requested in this request is not reasonably available to J.P. Morgan in the ordinary course of its business. J.P. Morgan cannot – through reasonable effort – retrieve the data or information requested or produce it in the form requested. J.P. Morgan therefore objects to complying with these requests with regard to ESI production under TRCP 196.4. In addition, in the event the Court orders that J.P. Morgan must comply with any such request, under TRCP 196.4, the Court "must order that the requesting party pay the reasonable expenses of any extraordinary steps required to retrieve and produce the information." J.P. Morgan therefore objects to the production of any such information without payment of its reasonable expenses.
6. J.P. Morgan hereby incorporates as part of its objections to this Request, its Motion for Protective Order Against Plaintiff-Intervenors filed simultaneously (and the grounds for protection outlined therein) and its "General Objections" noted above on pages 3-4 herein.

REQUEST FOR PRODUCTION NO. 10:

All documents reflecting or relating to Your role in Pioneer Natural Resources' purchase of Evergreen Resources, Inc. in 2004, including but not limited to documents generated in the course of Your role as merger advisor, documents reflecting Your agreement to underwrite an unsecured credit line, and documents relating to Pioneer Natural Resources' option to increase its credit facility.

OBJECTIONS:

Defendant objects to this Request on the following bases:

1. This Request is vague, undefined, non-specific, overly broad (e.g. "relating to"), harassing, and unduly burdensome.
2. This Request seeks information that is not relevant to the subject matter of this case for discovery purposes and is beyond the scope of discovery as confined by the subject matter of this case. *See* TRCP 192 cmt. 1.
3. This Request seeks confidential, private, and/or proprietary information pertaining to J.P. Morgan and potentially other third parties (e.g. Pioneer Natural Resources

and/or Evergreen Resources, Inc.). Accordingly, J.P. Morgan has filed a Motion for Protective Order and objects to further responding to this discovery request until such Motion has been determined and protections granted as requested therein.

4. This Request seeks documents that may consist of potential banking records for third parties. With respect to these requested records, Plaintiff-Intervenors have not satisfied the requirements of TEX. FIN. CODE §59.006, and specifically, §§59.006(b), (c), and (d), which require that Plaintiff-Intervenors pay J.P. Morgan's costs and attorneys' fees, give notice to the affected possible customers of J.P. Morgan and give those customers an opportunity to consent or refuse to consent to the production of their records.
5. J.P. Morgan objects to this request in purporting to require the production of electronically stored information ("ESI") for over an eight (8) year period with no specification (or agreement) as to custodians and search terms to locate responsive and relevant information. The ESI requested in this request is not reasonably available to J.P. Morgan in the ordinary course of its business. J.P. Morgan cannot – through reasonable effort – retrieve the data or information requested or produce it in the form requested. J.P. Morgan therefore objects to complying with these requests with regard to ESI production under TRCP 196.4. In addition, in the event the Court orders that J.P. Morgan must comply with any such request, under TRCP 196.4, the Court "must order that the requesting party pay the reasonable expenses of any extraordinary steps required to retrieve and produce the information." J.P. Morgan therefore objects to the production of any such information without payment of its reasonable expenses.
6. J.P. Morgan hereby incorporates as part of its objections to this Request, its Motion for Protective Order Against Plaintiff-Intervenors filed simultaneously (and the grounds for protection outlined therein) and its "General Objections" noted above on pages 3-4 herein.

REQUEST FOR PRODUCTION NO. 11:

All documents reflecting any involvement You had in Pioneer Natural Resources' acquisition of the Cullen Leases from Hilcorp Energy in 2005.

OBJECTIONS:

Defendant objects to this Request on the following bases:

1. This Request is vague, undefined, non-specific, overly broad (e.g. "relating to"), harassing, and unduly burdensome.
2. This Request seeks information that is not relevant to the subject matter of this case for discovery purposes and is beyond the scope of discovery as confined by

the subject matter of this case. *See* TRCP 192 cmt. 1.

3. This Request seeks confidential, private, and/or proprietary information pertaining to J.P. Morgan and potentially other third parties (e.g. Pioneer Natural Resources). Accordingly, J.P. Morgan has filed a Motion for Protective Order and objects to further responding to this discovery request until such Motion has been determined and protections granted as requested therein.
4. This Request seeks documents that may consist of potential banking records for third parties. With respect to these requested records, Plaintiff-Intervenors have not satisfied the requirements of TEX. FIN. CODE §59.006, and specifically, §§59.006(b), (c), and (d), which require that Plaintiff-Intervenors pay J.P. Morgan's costs and attorneys' fees, give notice to the affected possible customers of J.P. Morgan and give those customers an opportunity to consent or refuse to consent to the production of their records.
5. J.P. Morgan objects to this request in purporting to require the production of electronically stored information ("ESI") for over a seven (7) year period with no specification (or agreement) as to custodians and search terms to locate responsive and relevant information. The ESI requested in this request is not reasonably available to J.P. Morgan in the ordinary course of its business. J.P. Morgan cannot – through reasonable effort – retrieve the data or information requested or produce it in the form requested. J.P. Morgan therefore objects to complying with these requests with regard to ESI production under TRCP 196.4. In addition, in the event the Court orders that J.P. Morgan must comply with any such request, under TRCP 196.4, the Court "must order that the requesting party pay the reasonable expenses of any extraordinary steps required to retrieve and produce the information." J.P. Morgan therefore objects to the production of any such information without payment of its reasonable expenses.
6. J.P. Morgan hereby incorporates as part of its objections to this Request, its Motion for Protective Order Against Plaintiff-Intervenors filed simultaneously (and the grounds for protection outlined therein) and its "General Objections" noted above on pages 3-4 herein.

REQUEST FOR PRODUCTION NO. 12:

All Documents reflecting any involvement You had in Pioneer Natural Resources' purchase of any energy related company between 2000 and the present.

OBJECTIONS:

Defendant objects to this Request on the following bases:

1. This Request is vague, undefined, non-specific, overly broad (e.g. "relating to"), harassing, and unduly burdensome.

2. This Request seeks information that is not relevant to the subject matter of this case for discovery purposes and is beyond the scope of discovery as confined by the subject matter of this case. *See* TRCP 192 cmt. 1.
3. This Request seeks confidential, private, and/or proprietary information pertaining to J.P. Morgan and potentially other third parties (e.g. Pioneer Natural Resources). Accordingly, J.P. Morgan has filed a Motion for Protective Order and objects to further responding to this discovery request until such Motion has been determined and protections granted as requested therein.
4. This Request seeks documents that may consist of potential banking records for third parties. With respect to these requested records, Plaintiff-Intervenors have not satisfied the requirements of TEX. FIN. CODE §59.006, and specifically, §§59.006(b), (c), and (d), which require that Plaintiff-Intervenors pay J.P. Morgan's costs and attorneys' fees, give notice to the affected possible customers of J.P. Morgan and give those customers an opportunity to consent or refuse to consent to the production of their records.
5. J.P. Morgan objects to this request in purporting to require the production of electronically stored information ("ESI") for over a twelve (12) year period with no specification (or agreement) as to custodians and search terms to locate responsive and relevant information. The ESI requested in this request is not reasonably available to J.P. Morgan in the ordinary course of its business. J.P. Morgan cannot – through reasonable effort – retrieve the data or information requested or produce it in the form requested. J.P. Morgan therefore objects to complying with these requests with regard to ESI production under TRCP 196.4. In addition, in the event the Court orders that J.P. Morgan must comply with any such request, under TRCP 196.4, the Court "must order that the requesting party pay the reasonable expenses of any extraordinary steps required to retrieve and produce the information." J.P. Morgan therefore objects to the production of any such information without payment of its reasonable expenses.
6. J.P. Morgan hereby incorporates as part of its objections to this Request, its Motion for Protective Order Against Plaintiff-Intervenors filed simultaneously (and the grounds for protection outlined therein) and its "General Objections" noted above on pages 3-4 herein.

REQUEST FOR PRODUCTION NO. 13:

Documents sufficient to identify the full extent of Your investment and ownership interest in Pioneer Natural Resources between 2000 and the present.

OBJECTIONS:

Defendant objects to this Request on the following bases:

1. This Request is vague, undefined, non-specific, overly broad (e.g. "relating to"), harassing, and unduly burdensome.
2. This Request seeks information that is not relevant to the subject matter of this case for discovery purposes and is beyond the scope of discovery as confined by the subject matter of this case. *See* TRCP 192 cmt. 1.
3. This Request seeks confidential, private, and/or proprietary information pertaining to J.P. Morgan and potentially other third parties (e.g. Pioneer Natural Resources). Accordingly, J.P. Morgan has filed a Motion for Protective Order and objects to further responding to this discovery request until such Motion has been determined and protections granted as requested therein.
4. This Request seeks documents that may consist of potential banking records for third parties. With respect to these requested records, Plaintiff-Intervenors have not satisfied the requirements of TEX. FIN. CODE §59.006, and specifically, §§59.006(b), (c), and (d), which require that Plaintiff-Intervenors pay J.P. Morgan's costs and attorneys' fees, give notice to the affected possible customers of J.P. Morgan and give those customers an opportunity to consent or refuse to consent to the production of their records.
5. J.P. Morgan objects to this request in purporting to require the production of electronically stored information ("ESI") for over a twelve (12) year period with no specification (or agreement) as to custodians and search terms to locate responsive and relevant information. The ESI requested in this request is not reasonably available to J.P. Morgan in the ordinary course of its business. J.P. Morgan cannot – through reasonable effort – retrieve the data or information requested or produce it in the form requested. J.P. Morgan therefore objects to complying with these requests with regard to ESI production under TRCP 196.4. In addition, in the event the Court orders that J.P. Morgan comply with any such request, under TRCP 196.4, the Court "must order that the requesting party pay the reasonable expenses of any extraordinary steps required to retrieve and produce the information." J.P. Morgan therefore objects to the production of any such information without payment of its reasonable expenses.
6. J.P. Morgan hereby incorporates as part of its objections to this Request, its Motion for Protective Order Against Plaintiff-Intervenors filed simultaneously (and the grounds for protection outlined therein) and its "General Objections" noted above on pages 3-4 herein.

CAUSE NO. 2010-CI-10977

JOHN K. MEYER, *ET AL.*,

Plaintiffs,

JP MORGAN CHASE BANK, N.A.,
INDIVIDUALLY/CORPORATELY
AND AS TRUSTEE OF THE SOUTH
TEXAS SYNDICATE TRUST AND
GARY P. AYMES,

Defendants.

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IN THE DISTRICT COURT

225th JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

ORDER GRANTING PLAINTIFF-INTERVENORS' MOTION TO COMPEL ANSWERS TO INTERROGATORIES AND PRODUCTION OF DOCUMENTS

On this day, the Court considered Plaintiff-Intervenors' Motion to Compel Answers to Interrogatories and Production of Documents ("Motion"). After considering the Motion, the response submitted in opposition to the Motion, and the arguments of counsel, the Court is of the opinion that the Motion should be **GRANTED** in its entirety.

It is therefore **ORDERED, ADJUDGED, and DECREED** that Defendants JPMorgan Chase Bank, N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust and Gary P. Aymes ("Defendants") shall produce all non-privileged documents in their possession, custody, or control that are responsive to Plaintiff-Intervenors' Requests for Production Nos. 1-13, within 40 days.

It is further **ORDERED, ADJUDGED, and DECREED**, that Defendants provide complete and proper responses to Plaintiff-Intervenors' Interrogatories Nos. 1-8, within 21 days.

Signed this _____ day of _____, 2012

JUDGE PRESIDING

Lingga Moreno

FILED
DONNA KAY MCKINNEY
DISTRICT CLERK
BEXAR COUNTY

2012 OCT 23 P 3: 23

DEPUTY

BY: _____

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OFFICE OF CIVIL JURY ASSIGNMENT CLERK
 BEXAR COUNTY COURTHOUSE--ROOM 422
 SAN ANTONIO, TEXAS 78205
 (210) 335-2520

September 4, 2012

NOTICE OF JURY TRIAL SETTING

JIM FLEGLE
 Attorney at Law
 500 N AKARD ST 4000
 DALLAS, TX 75201-3320

FILED
 DISTRICT CLERK
 BEXAR CO. TEXAS
 12 SEP 20 AM 8:08
 DEPUTY
[Handwritten signature]

RE: JOHN K MEYER VS. JP MORGAN CHASE BANK N A ET AL
 Cause No: 2010-CI-10977

The above-styled and -numbered cause is set for trial **ON THE MERITS** on the 19th day of February, 2013 at 8:30 AM in the 407th District Court. Failure to appear may result in default or dismissal for want of prosecution.

All parties shall deliver Motions in Limine, Motions to Realign Parties or Equalize Peremptory Strikes, and a Proposed Jury Charge to all other parties by Noon on the last business day prior to the above-referenced trial date.

In the event the trial is expected to last ten (10) working days or longer, it is strongly suggested that a Rule 166 Pretrial Motion be heard at least sixty (60) days before the above-referenced setting date.

This cause is also set on the ADR docket on the 19th day of October, 2012 at 8:30 AM in the 73rd District Court, Bexar County Courthouse. You do not have to appear if an Agreed Order of Referral for Mediation is Provided to the ADR Coordinator three (3) days prior to the setting. Otherwise, failure to appear as noticed may result in court selecting a mediator and allocating mediator fees between the parties.

KAREN POZZA

JURY MONITORING JUDGE

CC:

- GEORGE SPENCER
- JAMES DROUGHT
- JIM FLEGLE
- JOHN MASSOPUST
- MARK RANDOLPH
- MATTHEW GOLLINGER
- PATRICK SHEEHAN
- RUDY GARZA
- STEVEN BADGER



CIVIL JURY ASSIGNMENT CLERK
BEXAR COUNTY COURTHOUSE
ROOM 422
SAN ANTONIO, TEXAS 78205

RETURN SERVICE REQUESTED

FILED
DISTRICT CLERK
BEXAR CO. TEXAS

12 SEP 20 AM 8:08

DEPUTY

BY _____

neopost[®]
09/07/2012

US POSTAGE

FIRST-CLASS MAIL
AUTO
\$00.374



ZIP 78205
041L12202060

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RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD
BC: 78205303899 *0434-01174-15-30

201075868 18 HRCTW3F 75201
78205 @3038





(Consolidated Under)
CAUSE NO. 2010-CI-10977

JOHN K. MEYER, ET AL.,
Plaintiffs,

vs.

JP MORGAN CHASE BANK, N.A.
INDIVIDUALLY/CORPORATELY
AND AS TRUSTEE OF THE SOUTH
TEXAS SYNDICATE TRUST
and GARY P. AYMES,
Defendants.

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IN THE DISTRICT COURT

225TH JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

JOINDER OF PLAINTIFFS-INTERVENORS'
MOTION TO COMPEL AND FOR SANCTIONS


TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiffs John K. Meyer, John Meyer, Jr., Theodore Meyer, and Emilie Blaze, Plaintiffs in the above-styled and numbered cause, hereby adopt, join and support Plaintiff-Intervenors' Motion to Compel, which seeks documents and information concerning Defendants' business dealings/relationships with Pioneer Natural Resources, Alliance Industries, Ltd. and EOG Resources.

FILED
DONNA KAY MCKINNEY
DISTRICT CLERK
BEXAR COUNTY
12 NOV 20 AM 10:23
DEPUTY
BY *Donna Kay McKinney*

Respectfully submitted,

LOEWINSOHN, FLEGLE, DEARY,
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12377 Merit Drive, Suite 900
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Telecopy: (214) 572-1717

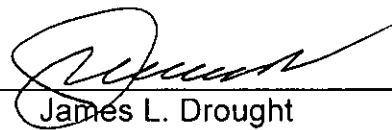
By: 
Jim L. Flegle *PERMISSION BY JLD*
State Bar No. 07118600
Michael J. Donley
State Bar No. 24045795

ATTORNEYS FOR PLAINTIFF
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(210) 222-0586 Telecopier

By: 
James L. Drought
State Bar No. 06135000
ATTORNEYS FOR PLAINTIFFS,
JOHN K. MEYER, JOHN MEYER, JR.,
THEODORE MEYER

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been sent
by:

_____ U.S. Certified Mail, Return Receipt Requested to:
_____ Facsimile to:
_____ First Class Mail to:
 _____ Hand Delivery to:

Mr. Patrick K. Sheehan
Mr. David Jed Williams
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7373 Broadway, Suite 300
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Mr. John C. Eichman
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Mr. Steven J. Badger
Ms. Ashley Bennett Jones
Zelle Hofmann Voelbel & Mason LLP
901 Main Street, Suite 4000
Dallas, TX 75202-3975

Mr. John B. Massopust
Mr. Matthew J. Gollinger
Zelle Hofmann Voelbel & Mason LLP
500 Washington Avenue South, Suite 4000
Minneapolis, MN 55415-1152

on this the 20th day of November, 2012.



James L. Drought



(Consolidated Under)
2010-CI-10977

FILED
DISTRICT CLERK
BEXAR CO., TEXAS

12 OCT 18 PM 3:27

Deputy Clerk
DEPUTY



JOHN K. MEYER, ET AL.,
Plaintiffs,

vs.

JP MORGAN CHASE BANK, N.A.
INDIVIDUALLY/CORPORATELY
AND AS TRUSTEE OF THE SOUTH
TEXAS SYNDICATE TRUST
and GARY P. AYMES,
Defendants.

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IN THE DISTRICT COURT
225TH JUDICIAL DISTRICT
BEXAR COUNTY, TEXAS

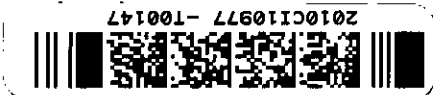
**PLAINTIFFS AND PLAINTIFF-INTERVENORS' MOTION
TO SPECIALLY SET FOR JURY TRIAL**

TO THE HONORABLE JUDGE OF SAID COURT:

Now come John K. Meyer, John Meyer, Jr., Theodore Meyer, and Emilie Blaze, Plaintiffs, and Plaintiff-Intervenors in the above-styled and numbered cause, and file this Motion to Specially Set this Case for Trial, and would respectfully show unto the Court the following:

1. This case is currently set for trial on the jury docket on February 19, 2013, but the parties recognize that, due to the complex nature of this case, it will not be ready for trial by the February 19, 2013 date.

2. This is a case involving more than 250 beneficiaries of the South Texas Syndicate, in which a number of the beneficiaries scattered throughout the United States have filed suit against JPMorgan and Gary Aymes. The Plaintiffs and Plaintiff-Intervenors are represented by five different law firms, one in Dallas, one in



Minneapolis, Minnesota, and three in San Antonio.

3. In addition to the out-of-town witnesses and counsel, it is anticipated that both sides will hire expert witnesses, many of whom will also reside outside of San Antonio, Texas.

4. In order to assure a specific trial date in which all of the various parties, the witnesses, and the attorneys can set aside to be present, Plaintiffs and Plaintiff-Intervenors respectfully request that this case be specially set for jury trial beginning September 23, 2013.

5. All counsel involved, both on the Plaintiffs/Plaintiff-Intervenors and the Defendants side, concur with this request.

WHEREFORE, PREMISES CONSIDERED, Plaintiffs and Plaintiff-Intervenors pray that this Court set this matter for hearing and that upon hearing hereof, enter an order specially setting this matter for jury trial beginning September 23, 2013, and further pray for such other and further relief to which they may show themselves entitled.

Respectfully submitted,

LOEWINSOHN, FLEGLE, DEARY,
L.L.P.
12377 Merit Drive, Suite 900
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Telephone: (214) 572-1700
Telecopy: (214) 572-1717

By: *David R. Deary*
David R. Deary w/ PERMISSION
State Bar No. 05624900

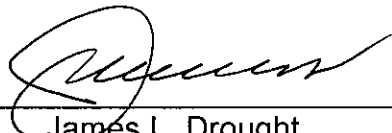
Jim L. Flegle
State Bar No. 07118600
Michael J. Donley
State Bar No. 24045795

**ATTORNEYS FOR PLAINTIFF
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By: 
James L. Drought
State Bar No. 06135000

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By: John B. Massopust by
John B. Massopust (pro hac
vice) *FLD w/ PERMISSION*
Matthew J. Gollinger (pro hac
vice)

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Ashley Bennett Jones
State Bar No. 24056877
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Facsimile: (214) 760-8994

**ATTORNEYS FOR PLAINTIFF-
INTERVENORS**

FIAT

You are hereby notified that a hearing has been scheduled on Plaintiffs and Plaintiff-Intervenors' Motion to Specially Set for Jury Trial in the above-captioned cause, on the 25th day of October, 2012 at 8:30 a.m. in the Monitoring Court, 285th District Court, Bexar County Courthouse, San Antonio, Texas.

Signed this _____ day of **OCT 18 2012**, 2012.

Richard E. Price
Presiding Judge
285th District Court

Presiding Judge

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been sent by:

_____ U.S. Certified Mail, Return Receipt Requested to:
_____ ✓ Facsimile to:
_____ First Class Mail to:
_____ Hand Delivery to:

Patrick K. Sheehan
Mr. David Jed Williams
Hornberger Sheehan Fuller Beiter Wittenberg & Garza, Inc.
7373 Broadway, Suite 300
San Antonio, TX 78209

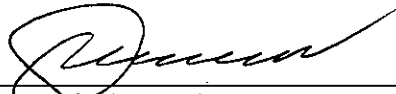
Mr. David R. Deary
Mr. Jim L. Flegle
Mr. Michael J. Donley
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Mr. Matthew J. Gollinger
Zelle Hofmann Voelbel & Mason LLP
500 Washington Avenue South, Suite 4000
Minneapolis, MN 55415-1152

on this 18th day of October, 2012.



James L. Drought

