

CAUSE NO. 2010-CI-10977

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

**PLAINTIFFS' RESPONSE TO
DEFENDANT'S MOTION FOR ENTRY OF ORDERS**

Plaintiffs, John K. Meyer, et al. (collectively "Plaintiffs"), respond to Defendant's Motion for Entry of Orders filed by JP Morgan Chase Bank, N.A., individually and as Trustee of the South Texas Syndicate Trust ("Defendant"), filed on April 9, 2014.

1. Plaintiffs request that the Court enter the versions of the orders proposed by Plaintiffs and attached as Exhibit 3 to Defendant's Motion.

2. The orders at issue involve Defendant's *Daubert* motions to exclude the expert testimony of Mr. Lee and Mr. Graham, and Defendant's Motion for Partial Summary Judgment on the issue of damages.

3. The Court issued its rulings on the then-pending Motions on March 17. Plaintiffs' draft of the orders on the rulings faithfully followed the Court's rulings on the record, which is attached as Exhibit 1 to the Motion. Plaintiffs' proposed orders are attached as Exhibit 3 to the Motion.

4. Defendants describes the "principal disagreement" between the parties as whether or not the Court granted summary judgment on Defendant's "failure to obtain release of what is

known as the Cullen leases.” Motion at 1-2. It is Plaintiffs’ position that the ruling on the Cullen leases was properly made in the context of the Daubert motions addressing the expert opinions of Mr. Lee and Mr. Graham. This position is based on the Court’s description of the ruling at pages 4-5 of the transcript describing the effect of the Court’s modification of the original ruling denying the motion to exclude Mr. Lee’s testimony as it relates to Mr. Graham:

“Now, the Court also realizes, too, that as it relates to Mr. Graham’s opinions, that that’s going to affect his damage calculation; however, the Court does find that his analysis of how and what should be evaluated for the purposes of damages is within the confines of his qualifications, but his damage calculation, based on those same selections of when the leases should have been—or the bonuses should have been looked at as of November 2009 and June of 2010, it is granted as to that, and also as to the Cullen leases. And it’s granted as to the Cullen leases because of the ruling of Judge Reyes in the prior litigation in La Salle County.

Now, let’s see, as it relates to the motion for summary judgment, I told you that I would give you a ruling on that today also. So as to the damage issue, it is affected by the ruling on the expert’s opinions.”

5. Plaintiffs’ position is further based on the absence of any clearly specified ground as to the Cullen leases in the traditional and “no evidence” motions for partial summary judgment. The “Grounds for Summary Judgment” section of Defendant’s Motion for Partial Summary Judgment and in the “Conclusion” section are attached for the Court’s convenience.

6. The primary argument, if not the sole argument, by JP Morgan at the hearings was that Plaintiffs’ expert opinions were flawed and were subject to being stricken. As the Court responded to Mr. Gall, when asked about whether or not “the claims are also dismissed that rely” on the damage proof: “No, sir. I’m just striking their expert opinions about damages.” Motion, Exhibit 1 at 6. Plaintiffs’ version of the summary judgment order should be entered.

7. Plaintiffs’ proposed orders on the motions to exclude testimony by Mr. Graham and Mr. Lee should also be adopted by the Court. Both orders follow the findings of the Court on the transcript on March 17, and include rulings based on those findings.

WHEREFORE, Plaintiffs pray that the Court enter the orders that they have proposed and grant them such other relief to which they are justly entitled.

DATE: April 14, 2014.

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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 e-filing this 14th day of April 2014:

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lease bonuses (which represents only one term of a negotiated lease) would have increased by then.

Second, Plaintiffs assert that the Petrohawk Leases were tainted by self-dealing and conflict of interest because Petrohawk was a commercial banking customer of JPMorgan. Plaintiffs ignore that such relationships are legal and proper under federal banking laws and regulations. Moreover, it is undisputed that the trust personnel who handled the Petrohawk Leases did not know of this separate commercial banking relationship and there is no evidence that it had any impact whatsoever on the Petrohawk Leases.

Finally, Plaintiffs claim that STS owned certain water rights related to the property in question and failed to receive appropriate consideration for those water rights when it executed the Petrohawk Leases. This claim is based upon a false assumption that the trust owned the water rights after the surface estate was conveyed away in 1950.

This Motion also addresses Plaintiffs' individual fraud and negligent misrepresentation claims against Defendants.

II. **GROUNDS FOR SUMMARY JUDGMENT**

A. Grounds for Traditional Summary Judgment

Defendants are entitled to traditional summary judgment as to Plaintiffs' claim for "Breach of Fiduciary Duty/Breach of Trust", as pled in Plaintiffs' Fifth Amended Petition at p. 30 or any future amendments thereto (hereinafter, "Petition"), for the following reasons:

1. There is no genuine issue of material fact regarding damages for breach of fiduciary duty/breach of trust because, as a matter of law, Plaintiffs' damages are limited to the fair market value on the date of the leases less the amount received. The undisputed evidence establishes STS received fair market value for the Petrohawk Leases. Plaintiffs offer no evidence as to fair market value on the dates of the Petrohawk Leases and Plaintiffs'

Furthermore, even assuming that such “representations” are actionable, Plaintiffs have no evidence that such a representation was “material” or that each Plaintiff actually received such representation.

4. *Plaintiffs Have No Evidence that Defendants Intended to Defraud Each Plaintiff.*

Regarding Plaintiffs’ claims for fraud and fraud by nondisclosure, Plaintiffs have no evidence that Defendants made any material misrepresentation or omission with the intent to make each Plaintiff act or refrain from acting.

5. *Plaintiffs Have No Evidence That Each Plaintiff Actually Relied On A Misrepresentation or Omission to His or Her Detriment.*

Under the reliance element common to each of the three claims, Plaintiffs have no evidence that he or she actually and justifiably relied on an material misrepresentation, material omission, or false statement of fact.

6. *Each Plaintiff Has No Evidence of Damages Due to Justifiable Reliance.*

Under the final common element, each Plaintiff has no evidence that he or she suffered damages by justifiably relying on a specific misrepresentation or omission.

V.
CONCLUSION

JPMorgan performed its role as trustee by taking rank wildcat acreage owned by STS and leasing it to Petrohawk on terms that met or exceeded fair market value. JPMorgan turned a dormant, unproductive asset of STS into an asset that has generated over \$100 million thus far for STS, and which is projected to generate more than \$1 billion for STS. As discussed above, Plaintiffs’ claims suffer from a number of fatal flaws, including, but not limited to, that there is no admissible evidence of recoverable damages arising from the Petrohawk Leases. Accordingly,

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

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	§	
VS.	§	
	§	
JPMORGAN CHASE BANK, N.A.	§	225 TH JUDICIAL DISTRICT
INDIVIDUALLY/CORPORATELY	§	
AND AS TRUSTEE OF THE SOUTH	§	
TEXAS SYNDICATE TRUST	§	BEXAR COUNTY, TEXAS

DEFENDANT’S MOTION FOR ENTRY OF ORDERS

Defendant JPMorgan Chase Bank, N.A., Individually and as Trustee of the South Texas Syndicate Trust (“Defendant”), and would show the Court as follows:

1. Beginning on March 6, 2014 and continuing through March 17, 2014, this Court conducted hearings on the following motions filed by the Defendant (collectively, the “Motions”):

- 1) Defendants’ Traditional and No-Evidence Motion for Summary Judgment;
- 2) Defendants’ Motion to Exclude Testimony of Robert Lee;
- 3) Defendants’ Motion to Exclude Testimony of Charles Graham; and
- 4) Defendants’ Motion to Exclude Testimony of James K. O’Connell.

On March 17, 2014, the Court issued its ruling on the Motions. A true and correct copy of the Court’s pronouncement of its rulings is attached hereto as **Exhibit 1**.

2. Since the Court’s ruling, the parties have attempted to reach agreement on the form of the Orders to be entered by the Court, without success. The Orders proposed by the Defendant are attached hereto as **Exhibit 2**, the Orders proposed by the Plaintiffs are attached hereto as **Exhibit 3**, and redlines showing Plaintiffs’ changes from those Orders proposed by Defendant are attached hereto as **Exhibit 4**.

3. The parties’ principal disagreement concerns whether the Court granted summary judgment as to claims related to the alleged failure of Defendant to obtain release of what is

known as the Cullen leases. Defendant understands that the Court ruled those claims were barred by earlier rulings in prior litigation that determined Defendant had no legal right to terminate the Cullen leases. Plaintiffs have refused to agree to any Order on the Motion for Summary Judgment that incorporates the Court's ruling regarding the Cullen leases, despite this language from the Court's ruling:

And it's [the Motions to Exclude Graham] granted as to the Cullen leases because of the ruling of Judge Reyes in the prior litigation in La Salle County.

Now, let's see, as it relates to the motion for summary judgment, I told you that I would give you a ruling on that today also. So as to the damage issue, it is affected by the ruling on the expert's opinions.

Because the Defendant understands the Court to have granted its Motion for Summary Judgment as to claims related to the Cullen leases, the Defendant requests that the Court enter its form of Order regarding the Motion for Summary Judgment.

4. The parties' disagreements with respect to the Orders regarding the Motions to Disqualify Robert Lee and Charles Graham primarily relate to the breadth of the Court's ruling. The Defendant understands that the Court found Plaintiffs' damage model based on Lee's opinion that leases should have been executed in the third quarter of 2009 and the second quarter of 2010, which Graham then refined to November 2009 and June 2010, was too speculative and unsupported to be admissible. Apparently because the Court in its pronouncement referred to November 2009 and June 2010, specifically, the Plaintiffs have refused to agree to an Order that references the broader time frames in Lee's opinions. It is the Defendant's position that Plaintiffs are unfairly attempting to restrict the Court's ruling, when it seems clear that the essence of that ruling was that Lee's opinions about when hypothetical leases should have been executed was unsupported and inadmissible. Accordingly, Defendant requests that the Court

enter its proposed form of Orders with respect to the Motions to Strike Robert Lee and Charles Graham.

5. Despite the parties' good faith efforts to resolve their disagreements concerning the Orders on the Motions, they have been unable to do so, and therefore, present the issue to the Court for resolution.

WHEREFORE, the Defendant requests that the Court enter the Orders attached hereto as **Exhibit 2** or such other Orders as it deems appropriate.

Respectfully submitted,

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I hereby certify that a true and correct copy of the foregoing instrument has been served on the following counsel of record via the electronic service manager and/or by email on this 9th day of April, 2014.

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Exhibit 1

REPORTER'S RECORD

VOLUME 1 OF 1
TRIAL COURT CAUSE NO. 2010-CI-10977

4	JOHN K. MEYER, ET AL.,)	IN THE DISTRICT COURT
5	Plaintiff(s),)	
6	VS.)	BEXAR COUNTY, TEXAS
7	JP MORGAN CHASE BANK, N.A.,)	
8	INDIVIDUALLY/CORPORATELY AND)	
9	AS TRUSTEE OF THE SOUTH)	
10	TEXAS SYNDICATE TRUST AND)	
11	GARY P. AYMES,)	
12	Defendant(s).)	225TH JUDICIAL DISTRICT

 COURT'S RULINGS ON TRADITIONAL AND NO EVIDENCE MOTION FOR
 SUMMARY JUDGMENT

On the 17th day of March, 2014 the following proceedings came on to be heard in the above-entitled and numbered cause before the Honorable Janet Littlejohn, Judge of the 150th District Court of Bexar County, Texas.

Proceedings reported by Machine Shorthand.

COURT'S RULINGS

1
2 THE COURT: Yes, the motion to exclude
3 Mr. O'Connell is denied.

4 MR. SPENCER: Your Honor, I have a
5 formal order here striking.

6 THE COURT: I do want to go back and
7 visit the motion to exclude Mr. Lee because after
8 contemplating the opinions that he rendered in the
9 hearing, it -- the motion to exclude should only be
10 denied as to his opinions as a prudent mineral manager;
11 however, it's the Court's opinion that it should be
12 granted as it relates to his opinions that the leases
13 should be evaluated as of November 2009 and June of 2010
14 for the purposes of damages.

15 Now, the Court also realizes, too, that
16 at it relates to Mr. Graham's opinions, that that's going
17 to affect his damage calculation; however, the Court does
18 find that his analysis of how and what should be
19 evaluated for the purposes of damages is within the
20 confines of his qualifications, but his damage
21 calculation, based on those same selections of when the
22 leases should have been -- or the bonuses should have
23 been looked at as of November 2009 and June of 2010, it
24 is granted as to that, and also as to the Cullen leases.
25 And it's granted as to the Cullen leases because of the

1 ruling of Judge Reyes in the prior litigation in La Salle
2 County.

3 Now, let's see, as it relates to the
4 motion for summary judgment, I told you that I would give
5 you a ruling on that today also. So as to the damage
6 issue, it is affected by the ruling on the expert's
7 opinions.

8 As it relates to the motion for summary
9 judgment on self-dealing and conflicts of interest, that
10 one is denied.

11 As it relates to fraud and negligent
12 misrepresentation, that motion for summary judgment is
13 denied.

14 And as it relates to water rights,
15 before I make a ruling on that, I need copies, gentlemen,
16 of the conveyances that excepted out the -- or reserved
17 the water rights and any other conveyances that you think
18 are pertinent for me to make a decision about the motion
19 for summary judgment on water rights. I saw snippets in
20 the motion for summary judgment about the water rights,
21 but I didn't see the entire document. It may have been
22 in there and I just did not -- couldn't find it. So I'm
23 going to hold off on making a decision about the water
24 rights.

25 Yes, sir.

1 MR. GALL: Could I -- just a point of
2 clarification so I know how to draw an order.

3 THE COURT: Yes, sir.

4 MR. GALL: On the damage issues, it is
5 my understanding that you have stricken their damage
6 proof. So would it follow that the claims are also
7 dismissed that rely on that?

8 THE COURT: No, sir. I'm just striking
9 their expert opinions about damages, based on what Mr.
10 Lee testified to in terms of how he made that decision to
11 arrive at granting the leases in November of 2009 and
12 bonuses that should have been the basis of the leases in
13 2009 and 2010. That's all I'm striking.

14 MR. GALL: Okay. And how is that -- is
15 that -- have you made a determination -- I'm not trying
16 to cross examine you, but I'm trying to understand. I
17 don't mean to be impertinent. Any determination on the
18 measure of damages?

19 THE COURT: No, sir. I'm not making a
20 decision about that. I know that Mr. Lee's opinion is
21 going to affect Mr. Graham's calculations, but that's the
22 only thing from Mr. Graham's opinion that is being struck
23 is because of the impact of Mr. Lee's.

24 MR. GALL: Because of the underlying --

25 THE COURT: Right.

1 MR. GALL: So you're just not making a
2 determination on the --

3 THE COURT: Right.

4 MR. GALL: Thank you. We'll submit an
5 order.

6 THE COURT: Okay. Do you have any
7 questions, Mr. Spencer, Mr. Massopust, Mr. Flegle even?

8 MR. SPENCER: No, thank you. Thank you
9 very much.

10 THE COURT: Mr. Drought, do you have any
11 questions?

12 MR. DROUGHT: No, Your Honor, I think I
13 understand.

14 THE COURT: Okay. So where can I find
15 these documents on the water rights, gentlemen? Are they
16 part of one of these motion for summary judgments and I
17 just missed it in here?

18 MR. GALL: Your Honor, I believe they
19 were an exhibit to our motion, but unfortunately, I don't
20 have my motion with all the exhibits attached. If you
21 have a notebook, if I can approach and try to find it for
22 you.

23 THE COURT: Well, I have got -- let's
24 see, I have got the motion to exclude and the opposition
25 to Charles Graham. Is it in there?

1 MR. GALL: It would be in Lee, I would
2 think.

3 THE COURT: In Lee's, okay. Just a
4 minute. Let me look here and see. I may still have
5 that. Motion to exclude testimony of Robert Lee. I have
6 the disclosure and his report and his deposition, but
7 that's it.

8 MR. FLEGL: I might be able to help you
9 with where it is. It's Tab 1 of your appendix behind the
10 Gary Aymes affidavit. You have the old --

11 MR. GALL: Unfortunately I don't have it
12 with me. Can I do this, Your Honor?

13 THE COURT: Yes, sir.

14 MR. GALL: Can I just submit those to
15 you? We'll get them over to you tomorrow morning.

16 THE COURT: That would be fine.

17 MR. GALL: That's the right thing to do,
18 I think. Thank you, Your Honor.

19 THE COURT: Now, I have the oil and gas
20 leases from Broad Oak. Those are subsequent to the
21 conveyance.

22 MR. GALL: Yeah, that's not what you're
23 looking for.

24 THE COURT: Okay.

25 MR. GALL: I think the safest thing to

1 do is have me hand deliver those over to you.

2 THE COURT: Let me give you all this
3 paperwork back, gentlemen. I don't need to keep it.
4 Here's some more, Mr. Gall.

5 MR. GALL: Thank you, Your Honor. Thank
6 you for your patience with us as well.

7 THE COURT: Mr. Spencer, and Mr.
8 Drought.

9 MR. FLEGLE: If I may approach, I will
10 pick it up.

11 THE COURT: I think that's it.

12 MR. SPENCER: Your Honor, we do have at
13 least one order that's been approved by everyone. This
14 is the one on Mr. O'Connell. I have dated it. We
15 changed the description of the approval as approved as to
16 form only.

17 THE COURT: Sure.

18 MR. SPENCER: And Mr. Eichman and I have
19 initialed that. He and I have both signed it.

20 THE COURT: That will work. And then I
21 have these other orders that I signed. I have made some
22 little changes on them, but if you want to take them down
23 and make copies of them and just bring them back to
24 Shirley.

25 MR. SPENCER: Yes, Your Honor. Thank

1 you.

2 THE COURT: Thank you so much,
3 gentlemen, ladies. It was a delight to have y'all here.
4 So I understand the trial has been postponed now until
5 October.

6 MR. GALL: Yes.

7 THE COURT: Good luck.

8 (Proceedings adjourned)

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Exhibit 2

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

ORDER ON DEFENDANT’S MOTION FOR PARTIAL SUMMARY JUDGMENT

Came on to be considered Defendant’s Traditional and No-Evidence Motion for Partial Summary Judgment (the “Motion”). The Court, having considered the Motion, Plaintiffs’ response, and argument of counsel, and having made its rulings on the Motion to Exclude the Testimony of Robert Lee and the Motion to Exclude the Testimony of Charles Graham, finds that the Motion should be granted as to certain issues and denied in other respects. Accordingly, it is

ORDERED that the Motion is granted as to Plaintiffs’ claim for damages based upon an evaluation of leases in November 2009 and June 2010, as addressed in the Court’s rulings on the Motions to Exclude the Testimony of Robert Lee and Charles Graham; and it is further

ORDERED that the Motion is granted as to Plaintiffs’ claims based upon the Cullen leases; it is further

ORDERED that all other relief requested in the Motion not expressly granted is hereby expressly denied, except that the Court is still considering a portion of the Motion concerning Plaintiffs’ claim regarding water rights.

SIGNED this ____ day of _____, 2014.

JUDGE PRESIDING

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PLAINTIFFS,	§	
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JPMORGAN CHASE BANK, N.A.	§	
INDIVIDUALLY/CORPORATELY	§	
AND AS TRUSTEE OF THE SOUTH	§	
TEXAS SYNDICATE TRUST,	§	
	§	
DEFENDANT.	§	BEXAR COUNTY, TEXAS

ORDER ON MOTION TO EXCLUDE TESTIMONY OF CHARLES GRAHAM

Came on to be considered the Motion to Exclude Testimony of Charles Graham (the “Motion”) filed by Defendant JPMorgan Chase Bank, N.A. After considering the Motion, the Plaintiffs’ response, the evidence, including Charles Graham’s testimony, and the arguments of counsel, the Court finds that the Motion should be granted as to Mr. Graham’s opinions that the leases should be evaluated as of November 2009 and June 2010 for the purposes of damages. The Court further finds that, because of Judge Reyes’ ruling in the prior litigation in LaSalle County, the Motion should be granted as to Mr. Graham’s inclusion of the Cullen leases in his damages calculation. The Court further finds that the Motion should otherwise be denied. It is therefore

ORDERED that the Motion is granted, in part, and Mr. Graham’s opinions that the leases should be evaluated as of November 2009 and June 2010 for the purposes of damages are hereby excluded from evidence; it is further

ORDERED that the Motion is granted, in part, and Mr. Graham’s opinions that include the Cullen leases are hereby excluded from evidence; it is further

ORDERED that the Motion is otherwise denied.

SIGNED this _____ day of _____, 2014.

JUDGE PRESIDING

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ATTORNEYS FOR DEFENDANT

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

ORDER ON MOTION TO EXCLUDE TESTIMONY OF ROBERT LEE

Came on to be considered the Motion to Exclude Testimony of Robert Lee (the “Motion”) filed by Defendant JPMorgan Chase Bank, N.A. After considering the Motion, the Plaintiffs’ response, the evidence, including Robert Lee’s testimony, and the arguments of counsel, the Court finds that the Motion should be granted as to Mr. Lee’s opinions that the leases should be evaluated as of the third quarter of 2009 and the second quarter of 2010 for the purposes of damages and finds that the Motion should otherwise be denied. It is therefore

ORDERED that the Motion is granted, in part, and Mr. Lee’s opinions that the leases should be evaluated as of the third quarter of 2009 and the second quarter of 2010 are hereby excluded from evidence for the purposes of damages; it is further

ORDERED that the Motion is otherwise denied.

SIGNED this ____ day of _____, 2014.

JUDGE PRESIDING

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Exhibit 3

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

ORDER ON DEFENDANT’S MOTION FOR PARTIAL SUMMARY JUDGMENT

Came on to be considered Defendant’s Traditional and No-Evidence Motion for Partial Summary Judgment (the “Motion”). The Court, having considered the Motion, Plaintiffs’ response, and argument of counsel, and having made its rulings on the Motion to Exclude the Testimony of Robert Lee and the Motion to Exclude the Testimony of Charles Graham, finds that the Motion should be denied, except as further described hereafter. . Accordingly, it is

ORDERED that the Motion is denied as to Plaintiffs’ claim for damages except to the extent Plaintiffs’ damages proof is excluded by the Court’s Daubert rulings on the Motions to Exclude the Testimony of Robert Lee and Charles Graham; and it is further

ORDERED that all other relief requested in the Motion not expressly granted is hereby expressly denied, except that the Court is still considering a portion of the Motion concerning Plaintiffs’ claim regarding water rights.

SIGNED this ____ day of April, 2014.

HON. JANET LITTLEJOHN

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ATTORNEYS FOR DEFENDANT

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

ORDER ON MOTION TO EXCLUDE TESTIMONY OF CHARLES GRAHAM

Came on to be considered the Motion to Exclude Testimony of Charles Graham (the “Motion”) filed by Defendant JPMorgan Chase Bank, N.A. After considering the Motion, the Plaintiffs’ response, the evidence, including Charles Graham’s testimony, and the arguments of counsel, the Court finds that Mr. Graham’s analysis of how and what should be evaluated for the purposes of damages is within the confines of his qualifications, but the Motion should be granted as to Mr. Graham’s damages calculations based on the selection of when the bonuses should have been looked at as of November 2009 and June of 2010. The Court further finds that, because of Judge Reyes’ ruling in the prior litigation in LaSalle County, the Motion should be granted as to Mr. Graham’s inclusion of the Cullen leases in his damages calculation. The Court further finds that the Motion should otherwise be denied. It is therefore

ORDERED that the Motion is granted, in part, and denied in part, consistent with the Court’s findings herein. All other relief requested in the Motion not expressly granted is hereby expressly denied.

SIGNED this _____ day of April, 2014.

HON. JANET LITTLEJOHN

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ATTORNEYS FOR DEFENDANT

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

ORDER ON MOTION TO EXCLUDE TESTIMONY OF ROBERT LEE

Came on to be considered the Motion to Exclude Testimony of Robert Lee (the “Motion”) filed by Defendant JPMorgan Chase Bank, N.A. After considering the Motion, the Plaintiffs’ response, the evidence, including Robert Lee’s testimony, and the arguments of counsel, the Court finds that the Motion should only be denied as to Mr. Lee’s opinions as a prudent mineral manager. However, it’s the Court’s opinion that the Motion should be granted as it relates to Mr. Lee’s opinions that the leases should be evaluated as of November 2009 and June of 2010 for the purposes of damages. It is therefore

ORDERED that the Motion is granted, in part, and denied, in part, consistent with the Court’s findings herein. All other relief requested in the Motion not expressly granted is hereby expressly denied.

SIGNED this ____ day of April, 2014.

HON. JANET LITTLEJOHN

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ATTORNEYS FOR DEFENDANT

Exhibit 4

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

ORDER ON DEFENDANT’S MOTION FOR PARTIAL SUMMARY JUDGMENT

Came on to be considered Defendant’s Traditional and No-Evidence Motion for Partial Summary Judgment (the “Motion”). The Court, having considered the Motion, Plaintiffs’ response, and argument of counsel, and having made its rulings on the Motion to Exclude the Testimony of Robert Lee and the Motion to Exclude the Testimony of Charles Graham, finds that the Motion should be ~~granted as to certain issues and denied in other respects~~ denied, except as further described hereafter. Accordingly, it is

ORDERED that the Motion is ~~granted~~ denied as to Plaintiffs’ claim for damages ~~based upon an evaluation of leases in November 2009 and June 2010, as addressed in~~ except to the extent Plaintiffs’ damages proof is excluded by the Court’s Daubert rulings on the Motions to Exclude the Testimony of Robert Lee and Charles Graham; and it is further

~~ORDERED that the Motion is granted as to Plaintiffs’ claims based upon the Cullen leases; it is further~~

ORDERED that all other relief requested in the Motion not expressly granted is hereby expressly denied, except that the Court is still considering a portion of the Motion concerning Plaintiffs' claim regarding water rights.

SIGNED this ____ day of _____April, 2014.

~~JUDGE PRESIDING~~ HON. JANET

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ATTORNEYS FOR DEFENDANT

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

ORDER ON MOTION TO EXCLUDE TESTIMONY OF CHARLES GRAHAM

Came on to be considered the Motion to Exclude Testimony of Charles Graham (the “Motion”) filed by Defendant JPMorgan Chase Bank, N.A. After considering the Motion, the Plaintiffs’ response, the evidence, including Charles Graham’s testimony, and the arguments of counsel, the Court finds that Mr. Graham’s analysis of how and what should be evaluated for the purposes of damages is within the confines of his qualifications, but the Motion should be granted as to Mr. Graham’s ~~opinions that the leases should be evaluated~~damages calculations based on the selection of when the bonuses should have been looked at as of November 2009 and June of 2010 ~~for the purposes of damages~~. The Court further finds that, because of Judge Reyes’ ruling in the prior litigation in LaSalle County, the Motion should be granted as to Mr. Graham’s inclusion of the Cullen leases in his damages calculation. The Court further finds that the Motion should otherwise be denied. It is therefore

~~ORDERED that the Motion is granted, in part, and Mr. Graham’s opinions that the leases should be evaluated as of November 2009 and June 2010 for the purposes of damages are hereby excluded from evidence; it is further~~

ORDERED that the Motion is granted, in part, and ~~Mr. Graham's opinions that include the Cullen leases are hereby excluded from evidence; it is further~~ denied in part, consistent with the Court's findings herein. All other relief requested in the Motion not expressly granted is hereby expressly denied.

~~ORDERED that the Motion is otherwise denied.~~

SIGNED this ____ day of _____ April, 2014.

~~JUDGE PRESIDING~~ HON. JANET

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ATTORNEYS FOR DEFENDANT

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

ORDER ON MOTION TO EXCLUDE TESTIMONY OF ROBERT LEE

Came on to be considered the Motion to Exclude Testimony of Robert Lee (the “Motion”) filed by Defendant JPMorgan Chase Bank, N.A. After considering the Motion, the Plaintiffs’ response, the evidence, including Robert Lee’s testimony, and the arguments of counsel, the Court finds that the Motion should only be denied as to Mr. Lee’s opinions as a prudent mineral manager. However, it’s the Court’s opinion that the Motion should be granted as it relates to Mr. Lee’s opinions that the leases should be evaluated as of ~~the third quarter of~~November 2009 and ~~the second quarter~~June of 2010 for the purposes of damages ~~and finds that the Motion should otherwise be denied.~~ It is therefore

ORDERED that the Motion is granted, in part, and ~~Mr. Lee’s opinions that the leases should be evaluated as of the third quarter of 2009 and the second quarter of 2010 are hereby excluded from evidence for the purposes of damages; it is further~~

denied, in part, consistent with the Court’s findings herein. All other relief requested in ~~ORDERED that the Motion is otherwise~~not expressly granted is hereby expressly denied.

SIGNED this _____ day of _____ April, 2014.

~~JUDGE PRESIDING~~ HON. JANET

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ATTORNEYS FOR DEFENDANT

(Consolidated Under)
2010-CI-10977

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

**PLAINTIFFS' SECOND NOTICE OF REQUESTS FOR PRODUCTION
OF DOCUMENTS TO BLUESTONE NATURAL RESOURCES, LLC**

Plaintiffs serve upon:

Mr. Gregg Owens
Hays & Owens L.L.P.
807 Brazos Street, Suite 500
Austin, Texas 78701

Attorney for:

Bluestone Natural Resources, LLC
2199 South Utica, Suite 200
Tulsa, Oklahoma 74114

Pursuant to Rule 205 of the Texas Rules of Civil Procedure, Plaintiffs request Bluestone Natural Resources, LLC produce for inspection and copying all documents responsive to the Requests attached hereto at 9:00 a.m. on June 16, 2014, at the law offices of Hays & Owens L.L.P. (or another mutually agreed upon location), 807 Brazos Street, Suite 500, Austin, Texas 78701. Plaintiffs will serve a Subpoena upon Bluestone Natural Resources, LLC's attorney, Gregg Owens, after the

expiration of ten (10) days from service of this Notice.

Respectfully submitted,

John B. Massopust (*pro hac vice*)
Matthew J. Gollinger (*pro hac vice*)
ZELLE HOFMANN VOELBEL & MASON LLP
500 Washington Avenue South, Suite 4000
Minneapolis, Minnesota 55415-1152
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LINDA ALDRICH, ET AL.**

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EMILIE BLAZE, ET AL.**

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San Antonio, Texas 78205
(210) 225-4031 Telephone
(210) 222-0586 Telecopier

By



James L. Drought
State Bar No. 06135000

**ATTORNEYS FOR PLAINTIFFS,
JOHN K. MEYER, ET AL.**

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:
 Efiling Delivery to:

Mr. Patrick K. Sheehan
Mr. David Jed Williams
Hornberger Sheehan Fuller Beiter Wittenberg & Garza Incorporated
7373 Broadway, Suite 300
San Antonio, TX 78209

Kevin M. Beiter
McGinnis Lochridge
600 Congress Avenue, Suite 2100
Austin, Texas 78701

Mr. Charles A. Gall
Mr. John C. Eichman
Hunton & Williams LLP
1445 Ross Avenue, Suite 3700
Dallas, Texas 75202

Mr. Fred W. Stumpf
Boyer Short, A Professional Corporation
Nine Greenway Plaza, Suite 3100
Houston, Texas 77046

on this the 28 day of May, 2014.



James L. Drought

INSTRUCTIONS

- a. For any requested information about a document that no longer exists or cannot be located, identify the document, state how and when it passed out of existence, or when it could no longer be located, and the reason(s) for the disappearance. Also, identify each person having knowledge about the disposition or loss and identify each document evidencing the existence or nonexistence of each document that cannot be located.

- b. Each Request below includes a request for production of data and/or information that exists in electronic and/or magnetic form. All responsive data and/or information that exists in electronic 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 format. If any electronic or magnetic data requested cannot be produced in the form requested, please state the form in which information is regularly kept and/or can be produced.

NOTICE OF PROTECTIVE ORDER

An Agreed Protective Order has been entered in this case whereby documents produced in the case can be designated confidential. A copy of the Agreed Protective Order will be provided to you upon request.

REQUESTS FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 1: Please produce the asset purchase agreement regarding the Assignment between Bluestone Natural Resources, LLC and Common Resources, LLC effective February 1, 2009 of the Oil and Gas Lease between the South Texas Syndicate (Lessor) and Petrohawk Properties, LP (Lessee) dated December 12, 2008 covering 9,270 acres of the original 15,456.66 acres in La Salle and McMullen Counties, Texas.

RESPONSE:

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	§	BEXAR COUNTY, TEXAS

**DEFENDANT’S MOTION FOR PROTECTIVE ORDER CONCERNING
PLAINTIFFS’ NINTH REQUEST FOR PRODUCTION**

Defendant JPMorgan Chase Bank, N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust (collectively “JPMorgan”) files this Motion for Protective Order Concerning Plaintiffs’ Ninth Request for Production (pursuant to common law and Texas Rule of Civil Procedure 192.6).

I.

SUMMARY OF RELIEF REQUESTED

On April 25, 2014, Plaintiffs served upon JPMorgan their Ninth Request for Production.¹ JPMorgan seeks a protective order with regard to Request Nos. 3-11 because these requests seek: (1) highly confidential business and personal information and information that is confidential and proprietary to JPMorgan and potentially to third parties including Hunt Oil Company; and (2) potential customer records of a financial institution (JPMorgan) without first complying with the requirements of the Texas Finance Code that govern the production of such

¹ A true and correct copy of Plaintiffs’ Ninth Request for Production is attached hereto and incorporated herein as Exhibit “1” to this Motion.

information in litigation. Further, Request Nos. 3-13 potentially seek the identification and production of electronically stored information (“ESI”) that is not reasonably available for production. Accordingly, JPMorgan seeks protection from the Court.

II.

PLAINTIFFS HAVE FAILED TO COMPLY WITH THE TEXAS FINANCE CODE

Request Nos. 3-11 seek “all correspondence (including emails) or other communications” between 8 different individuals and “any J.P. Morgan employee between October 2009 and April 2014 regarding the South Texas Syndicate (“STS”). These individuals are affiliated with Hunt Oil. The information requested may comprise customer records held by JPMorgan as a financial institution. With respect to this information, Plaintiffs have failed to satisfy the requirements of Texas Finance Code §59.006, and specifically, §§59.006(b), (c), and (d), which require that Plaintiffs pay JPMorgan’s costs and attorneys’ fees, give notice to the affected possible customers of JPMorgan and give those customers an opportunity to consent or refuse to consent to the production of their records.² Accordingly, JPMorgan has objected to these requests on this basis and asks the Court for protective relief.

² “Record” is defined by Tex. Fin. Code §59.001(7) as “financial or other information of a customer maintained by a financial institution.”

III.

PLAINTIFFS' REQUESTS FOR ELECTRONICALLY STORED INFORMATION ("ESI") ARE AN ABUSE OF DISCOVERY

The communications between 8 individuals and “any JPMorgan employee” requested in Request Nos. 3-11 and the information requested in Request Nos. 12-13 would potentially require additional restoration and production of electronically stored information (“ESI”) over and above the ESI that was previously produced in this case under the Court’s December 19, 2012 Order Regarding ESI-Related Motions. The ESI requested is not reasonably available to JPMorgan in the ordinary course of its business. Additionally, JPMorgan cannot – through reasonable efforts – retrieve the data or information requested or produce it in the form requested. *See* TRCP 196.4. Accordingly, JPMorgan has objected to producing any additional ESI that might be responsive to these requests and also seeks protective relief.

IV.

Further, the identification, restoration, review and production of the ESI requested would be unduly expensive, overly burdensome and the burden of production grossly disproportionate to the needs and benefits of this case. Request Nos. 3-11 ask for communications between 8 individuals and “any J.P. Morgan employee” without any identification of which of the approximately 200,000 JPMorgan employees might have such communications. It would be impossible for JPMorgan to comply with these requests as presently worded. Certainly, these Requests would require JPMorgan to identify and produce a potentially massive

amount of information and data comprising communications between a single individual and “any J.P. Morgan employee” with no further restrictions or specificity as to relevant subject matters to this lawsuit. There is no indication that any potentially relevant information exists or that such an expensive and burdensome process would reasonably elicit recovery of relevant, non-produced documents. JPMorgan has therefore objected to complying with these requests with regard to any additional ESI production under TRCP 196.4 and 192.4 and moves for a protective order on the same basis.

V.

Further, in the event the Court orders that JPMorgan must produce any ESI in response to these requests, 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."

VI.

TRCP 192.6(a) provides that a “person from whom discovery is sought...may move within the time permitted for response to the discovery request for an order protecting the person from the discovery sought.” TRCP 192.6(b) 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...”. JPMorgan 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 JPMorgan and other third parties having rights with respect to the requested discovery. JPMorgan further moves for a protective order because Plaintiffs have failed to comply with the requirements of the Texas Finance Code with regard to customer records and improperly and abusively seek the restoration and production of ESI that is not reasonably available.

VII.

JPMorgan further moves for a protective order quashing these Requests in their entirety in order to protect JPMorgan from incurring the time and the exorbitant 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 searched for, reviewed, catalogued, organized, produced or otherwise dealt with by JPMorgan (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 Plaintiffs who are seeking this information and/or against Plaintiffs' share of distributions from the STS Trust and/or ordered reimbursed from the STS 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, JPMorgan prays that the Court grants this Motion and signs a protective order in this case. Further, JPMorgan seeks such other and further relief, in law or equity, it may be entitled.

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER &
GARZA INCORPORATED**

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By: /s/ 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 May 23, 2014 by the method indicated:

Mr. Steven J. Badger **VIA ELECTRONIC DELIVERY AND EMAIL**
Ms. Ashley Bennett Jones
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901 Main Street, Suite 4000
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Mr. David R. Deary **VIA ELECTRONIC DELIVERY AND EMAIL**
Mr. Jim L. Flegle
Mr. Jeven R. Sloan
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Mr. John B. Massopust **VIA ELECTRONIC DELIVERY AND EMAIL**
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Mr. George Spencer, Jr. **VIA ELECTRONIC DELIVERY AND EMAIL**
Mr. Jeffrey J. Towers
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Mr. Richard Tinsman **VIA ELECTRONIC DELIVERY AND EMAIL**
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Mr. Michael S. Christian
ZELLE HOFMANN VOELBEL & MASON
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San Francisco, California 94104

VIA ELECTRONIC DELIVERY AND EMAIL

Mr. Fred W. Stumpf
Mr. Kelly M. Walne
BOYER SHORT
Nine Greenway Plaza, Suite 3100
Houston, Texas 77045

VIA ELECTRONIC DELIVERY AND EMAIL

/s/ David Jed Williams
David Jed Williams

EXHIBIT “1”

(Microsoft Office, Outlook, Outlook Express, Word and WordPerfect documents may be produced on diskette or CD-ROM without underlying software). Defendant must produce all requested documents, as they are kept in the ordinary course of business or segregated according to each request, for inspection and copying, not more than 30 days after service. The place of production shall be at the law offices of Drought, Drought & Bobbitt, L.L.P., 2900 Weston Centre, 112 East Pecan Street, San Antonio, Texas 78205.

Respectfully submitted,

John B. Massopust (*pro hac vice*)
Matthew J. Gollinger (*pro hac vice*)
ZELLE HOFMANN VOELBEL & MASON LLP
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By: 

James L. Drought
State Bar No. 06135000

**ATTORNEYS FOR PLAINTIFFS,
JOHN K. MEYER, ET AL.**

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
Homberger Sheehan Fuller Beiter Wittenberg & Garza Incorporated
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Mr. Kevin M. Beiter
McGinnis Lochridge
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Austin, Texas 78701

Mr. Charles A. Gall
Mr. John C. Eichman
Hunton & Williams LLP
1445 Ross Avenue, Suite 3700
Dallas, Texas 75202

Mr. Fred W. Stumpf
Boyer Short, A Professional Corporation
Nine Greenway Plaza, Suite 3100
Houston, Texas 77046

on this the 25 day of April, 2014.



James L. Drought

EXHIBIT 1

REQUESTS FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 1: Produce all South Texas Syndicate oil and gas development maps prepared since April 16, 2013.

RESPONSE:

REQUEST FOR PRODUCTION NO. 2: Produce all documentation regarding this receiving and processing of the delay rental payment due on July 25, 2011 for the 3,094 ac. Broad Oak / Hunt lease.

RESPONSE:

REQUEST FOR PRODUCTION NO. 3: Produce all correspondence (including emails) or other communications between Bill Rex and any J.P. Morgan employee between October 2009 and April 2014 regarding the South Texas Syndicate ("STS").

RESPONSE:

REQUEST FOR PRODUCTION NO. 4: Produce all correspondence (including emails) or other communications between Larry Guzick and any J.P. Morgan employee between October 2009 and April 2014 regarding the South Texas Syndicate ("STS").

RESPONSE:

REQUEST FOR PRODUCTION NO. 5: Produce all correspondence (including emails) or other communications between Ernie Easley and any J.P. Morgan employee between October 2009 and April 2014 regarding the South Texas Syndicate ("STS").

RESPONSE:

REQUEST FOR PRODUCTION NO. 6: Produce all correspondence (including emails) or other communications between Dennis Grindinger and any J.P. Morgan employee between October 2009 and April 2014 regarding the South Texas Syndicate ("STS").

RESPONSE:

REQUEST FOR PRODUCTION NO. 7: Produce all correspondence (including emails) or other communications between Paul Habenicht and any J.P. Morgan employee between October 2009 and April 2014 regarding the South Texas Syndicate ("STS").

RESPONSE:

REQUEST FOR PRODUCTION NO. 8: Produce all correspondence (including emails) or other communications between Travis Armayor and any J.P. Morgan employee between October 2009 and April 2014 regarding the South Texas Syndicate ("STS").

RESPONSE:

REQUEST FOR PRODUCTION NO. 9: Produce all correspondence (including emails) or other communications between Russ Darr and any J.P. Morgan employee between October 2009 and April 2014 regarding the South Texas Syndicate ("STS").

RESPONSE:

REQUEST FOR PRODUCTION NO. 10: Produce all correspondence between Dan Ray and any J.P. Morgan employee between October 2009 and April 2014 regarding the South Texas Syndicate ("STS").

RESPONSE:

REQUEST FOR PRODUCTION NO. 11: Produce all correspondence (including emails) or other communications between Donna German and any J.P. Morgan employee between October 2009 and April 2014 regarding the South Texas Syndicate ("STS").

RESPONSE:

REQUEST FOR PRODUCTION NO. 12: Produce all documents regarding the status of the December 12, 2008 18,473 ac. Petrohawk lease, i.e., whether the lease was extended past its primary term, whether the lease was terminated or released and whether any acreage is being held by production.

RESPONSE:

REQUEST FOR PRODUCTION NO. 13: Produce all documents regarding the status of the December 12, 2008 15,456 ac. Petrohawk lease, i.e., whether the lease was extended past its primary term, whether the lease was terminated or released and whether any acreage is being held by production.

RESPONSE:

(Consolidated Under)
2010-CI-10977

JOHN K. MEYER, ET AL.,	§	IN THE DISTRICT COURT
Plaintiffs,	§	
	§	
vs.	§	
	§	
JP MORGAN CHASE BANK, N.A.	§	225TH JUDICIAL DISTRICT
INDIVIDUALLY/CORPORATELY	§	
AND AS TRUSTEE OF THE SOUTH	§	
TEXAS SYNDICATE TRUST,	§	
Defendant.	§	BEXAR COUNTY, TEXAS

**PLAINTIFFS' NOTICE OF REQUEST FOR PRODUCTION
OF DOCUMENTS TO DAN J. HARRISON III**

Plaintiffs serve upon:

**Mr. Dan J. Harrison III
c/o John W. Porter, Senior Partner
Baker Botts L.L.P.
One Shell Plaza
910 Louisiana Street
Houston, Texas 77002-4995**

Pursuant to Rule 205 of the Texas Rules of Civil Procedure, Plaintiffs request that Dan J. Harrison III produce for inspection and copying all documents responsive to the Requests attached hereto at **9:00 a.m. on June 23, 2014** at the offices of Baker Botts L.L.P., One Shell Plaza, 910 Louisiana Street, Houston, Texas 77002-4995 (or another mutually agreed upon location). Plaintiffs will serve a Subpoena upon Dan J. Harrison III after the expiration of ten (10) days from service of this Notice.

Respectfully submitted,

John B. Massopust (*pro hac vice*)
Matthew J. Gollinger (*pro hac vice*)
ZELLE HOFMANN VOELBEL & MASON LLP
500 Washington Avenue South, Suite 4000
Minneapolis, Minnesota 55415-1152
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By



James L. Drought
State Bar No. 06135000

**ATTORNEYS FOR PLAINTIFFS,
JOHN K. MEYER, ET AL.**

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:
 E-filing Service to:


Mr. Patrick K. Sheehan
Mr. David Jed Williams
Hornberger Sheehan Fuller Beiter Wittenberg & Garza Incorporated
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San Antonio, TX 78209

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Mr. John C. Eichman
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Dallas, Texas 75202

Mr. Fred W. Stumpf
Boyer Short, A Professional Corporation
Nine Greenway Plaza, Suite 3100
Houston, Texas 77046

on this the 20th day of May, 2014.



James L. Drought

INSTRUCTIONS

- a. For any requested information about a document that no longer exists or cannot be located, identify the document, state how and when it passed out of existence, or when it could no longer be located, and the reason(s) for the disappearance. Also, identify each person having knowledge about the disposition or loss and identify each document evidencing the existence or nonexistence of each document that cannot be located.
- b. Each Request below includes a request for production of data and/or information that exists in electronic and/or magnetic form. All responsive data and/or information that exists in electronic 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 format. If any electronic or magnetic data requested cannot be produced in the form requested, please state the form in which information is regularly kept and/or can be produced.

NOTICE

An Agreed Order has been entered in this case whereby documents produced in the case can be designated confidential.

REQUEST FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 1: Produce a copy of the May 12, 2010 Harrison Interests, Ltd. Lease with P Ranch Working Interest, LLC of a 105,937.48 acres of land, more or less, situated in Dimmit, Webb and La Salle Counties (“the Lease”).

RESPONSE:

CAUSE NO. 2010-CI-10977

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

DEPOSITION SUBPOENA DUCES TECUM
TO PRODUCE DOCUMENTS ISSUED IN THE NAME OF THE STATE OF TEXAS

TO ANY PEACE OFFICER, CONSTABLE OF THE STATE OF TEXAS OR OTHER PERSON DULY AUTHORIZED TO SERVE OR EXECUTE SUBPOENAS:

This Subpoenas is directed to:

CUSTODIAN OF RECORDS FOR:

MARUBENI EAGLE FORD LP

c/o National Registered Agents, Inc.
1999 Bryan St., Ste. 900
Dallas, Texas 75201
Registered agent for Marubeni Eagle Ford LP

This Subpoena directs the Custodian of Records for MARUBENI EAGLE FORD LP to appear at 10:00 a.m. on June 13, 2014 before a notary public at the following location:

Marubeni Eagle Ford LP
2800 Post Oak Blvd., Suite 6000
Houston, Texas 77056

and answer under oath written questions to be propounded by counsel for Plaintiffs and to produce for inspection and photocopying the documents and records described on Exhibit 1 attached to the Notice of Intention to Take Deposition on Written Questions served with and attached to this Subpoena.

This Subpoena is issued at the instance and request of Plaintiffs John K. Meyer, et al. The attorneys of record for Plaintiffs are Jim L. Flegle, David R. Deary, Carol E. Farquhar, and Tyler M. Simpson, Loewinsohn Flegle Deary, LLP, 12377 Merit Drive, Suite 900, Dallas, TX 75251.

THIS SUBPOENA IS ISSUED UNDER TEXAS RULE OF CIVIL PROCEDURE 176. RULE 176.8(A) STATES: FAILURE BY ANY PERSON WITHOUT ADEQUATE EXCUSE TO OBEY A SUBPOENA SERVED UPON THAT PERSON MAY BE DEEMED A CONTEMPT OF THE COURT FROM WHICH THE SUBPOENA IS ISSUED OR A DISTRICT COURT IN THE COUNTY IN WHICH THE SUBPOENA IS SERVED, AND MAY BE PUNISHED BY FINE OF CONFINEMENT, OR BOTH.

This Subpoena is issued by Jim L. Flegle, attorney for Plaintiffs, on behalf of Plaintiffs.

DATE: May 19, 2014.

Respectfully submitted,

John B. Massopust (*pro hac vice*)
Matthew J. Gollinger (*pro hac vice*)
ZELLE HOFMANN VOELBEL & MASON LLP
500 Washington Avenue South, Suite 5000
Minneapolis, Minnesota 55415
Telephone: (612) 339-2020
Facsimile: (612) 336-9100
ATTORNEYS FOR INTERVENOR-
PLAINTIFFS, LINDA ALDRICH, ET AL.

James L. Drought
DROUGHT DROUGHT & BOBBITT, LLP
112 E. Pecan St., Suite 2900
San Antonio, Texas 78205
Telephone: (210) 225-4031
Facsimile: (210) 222-0586
ATTORNEYS FOR PLAINTIFFS,
JOHN K. MEYER, ET AL.

Richard Tinsman
Sharon C. Savage
TINSMAN & SCIANO, INC.
10107 McAllister Freeway
San Antonio, Texas 78205
Telephone: (210) 225-3121
Facsimile: (210) 225-6235

Jim L. Flegle
David R. Deary
Carol E. Farquhar
Tyler M. Simpson
LOEWINSOHN FLEGLE DEARY, L.L.P.
12377 Merit Drive, Suite 900
Dallas, Texas 75251
Telephone: (214) 572-1700
Facsimile: (214) 572-1717
ATTORNEYS FOR PLAINTIFFS,
EMILIE BLAZE, ET AL.

George Spencer, Jr
Robert Rosenbach
CLEMENS & SPENCER, P.C.
112 E. Pecan St., Suite 1300
San Antonio, Texas 78205
Telephone: (210) 227-7121
Facsimile: (210) 227-0732

By: /s/ Jim L. Flegle
Jim L. Flegle

RETURN

CAME TO HAND ON THE ____ DAY OF _____, 2014, AT _____ O'CLOCK
____.M. AND EXECUTED (NOT EXECUTED) ON THE ____ DAY OF _____ 2014, BY
DELIVERING TO _____, A TRUE COPY OF THIS SUBPOENAS
UPON WHICH I ENDORSED THE DATE OF DELIVERY. CAUSE OF FAILURE TO
EXECUTE THIS SUBPOENA IS _____.

TOTAL FEES: \$ _____

DALLAS COUNTY, TEXAS

BY: _____

NON-PEACE OFFICER VERIFICATION

VERIFICATION OF RETURN (IF NOT SERVED BY PEACE OFFICER)

SWORN TO THIS _____ DAY OR _____, 2014.

Notary Public, State of Texas

CAUSE NO. 2010-CI-10977

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

PLAINTIFFS’ NOTICE OF INTENTION TO TAKE DEPOSITION ON WRITTEN QUESTIONS TO MARUBENI EAGLE FORD LP

Plaintiffs will take a deposition on written questions of the Custodian of Records for Marubeni Eagle Ford LP (“Marubeni”) at the following date, time, and place (or another mutually acceptable date, time, and place):

Date: Friday, June 13, 2014

Time: 10:00 a.m.

Place: Marubeni Eagle Ford LP
2800 Post Oak Blvd., Suite 6000
Houston, Texas 77056

The witness shall produce at the deposition for inspection and photocopying the documents and records listed and described on the attached **Exhibit 1**. Plaintiffs will serve a Subpoena upon Marubeni Eagle Ford LP after the expiration of 10 days from service of this Notice.

DATE: May 19, 2014.

Respectfully submitted,

John B. Massopust (*pro hac vice*)
Matthew J. Gollinger (*pro hac vice*)
ZELLE HOFMANN VOELBEL & MASON LLP
500 Washington Avenue South, Suite 5000
Minneapolis, Minnesota 55415
Telephone: (612) 339-2020
Facsimile: (612) 336-9100
**ATTORNEYS FOR INTERVENOR-
PLAINTIFFS, LINDA ALDRICH, ET AL.**

Richard Tinsman
Sharon C. Savage
TINSMAN & SCIANO, INC.
10107 McAllister Freeway
San Antonio, Texas 78205
Telephone: (210) 225-3121
Facsimile: (210) 225-6235

George Spencer, Jr
Robert Rosenbach
CLEMENS & SPENCER, P.C.
112 E. Pecan St., Suite 1300
San Antonio, Texas 78205
Telephone: (210) 227-7121
Facsimile: (210) 227-0732

James L. Drought
DROUGHT DROUGHT & BOBBITT, LLP
112 E. Pecan St., Suite 2900
San Antonio, Texas 78205
Telephone: (210) 225-4031
Facsimile: (210) 222-0586
**ATTORNEYS FOR PLAINTIFFS,
JOHN K. MEYER, ET AL.**

Jim L. Flegle
David R. Deary
Carol E. Farquhar
Tyler M. Simpson
LOEWINSOHN FLEGLE DEARY, L.L.P.
12377 Merit Drive, Suite 900
Dallas, Texas 75251
Telephone: (214) 572-1700
Facsimile: (214) 572-1717
**ATTORNEYS FOR PLAINTIFFS,
EMILIE BLAZE, ET AL.**

By: /s/ Jim L. Flegle
Jim L. Flegle

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 email and facsimile, this 19th day of May 2014:

National Registered Agents, Inc. *Via Personal Service*
1999 Bryan St., Ste. 900
Dallas, Texas 75201

registered agent for:

Marubeni Eagle For LP
2800 Post Oak Blvd., Suite 6000
Houston, Texas 77056

Patrick K. Sheehan *Via Facsimile and Email*
David Jed Williams
Hornberger Sheehan Fuller & Garza Inc.
The Quarry Heights Building
7373 Broadway, Suite 300
San Antonio, TX 78209

Kevin Beiter *Via Facsimile and Email*
McGinnis Lochridge
600 Congress Avenue, Suite 2100
Austin, TX 78701

John Eichman *Via Facsimile and Email*
Hunton & Williams
1445 Ross Avenue, Suite 3700
Dallas, TX 75202

Richard Tinsman *Via Email*
Tinsman & Sciano, Inc.
10107 McAllister Freeway
San Antonio, TX 78205

James L. Drought *Via Email*
Drought, Drought & Bobbitt, L.L.P.
112 East Pecan Street, Suite 2900
San Antonio, TX 78205

George H. Spencer, Jr. *Via Email*
Clemons & Spencer, P.C.
112 East Pecan Street, Suite 1300

San Antonio, TX 78205

Fred W. Stumpf
Boyer Short
Nine Greenway Plaza, Suite 3100
Houston, TX 77046

Via Facsimile and Email

John B. Massopust
Zelle Hofman Voelbel & Mason, LLP
500 Washington Avenue South, Suite 5000
Minneapolis, MN 55415

Via Email

/s/ Jim L. Flegle

Jim L. Flegle

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

**DEPOSITION ON WRITTEN QUESTIONS PROPOUNDED UPON
THE WITNESS, CUSTODIAN OF RECORDS FOR MARUBENI EAGLE FORD LP**

1. Please state your full name, business address, and official title.

ANSWER:

2. Did you receive a subpoena for the production of the documents and records listed and described on **Exhibit 1** attached to these questions?

ANSWER:

3. Have these documents and records been produced for this deposition, bates numbered, and delivered to the officer taking this deposition?

ANSWER:

4. Are you the custodian of these documents or records for Marubeni Eagle Ford LP?

ANSWER:

5. What is the bates number range for the documents and records produced of this deposition?

ANSWER:

6. Are the documents and records produced for this deposition originals or photocopies of the original documents?

ANSWER:

7. Are the documents and records produced for this deposition memoranda, reports, records or data compilations of acts, events, or conditions made at or near the time by or from information transmitted by, a person with knowledge?

ANSWER:

8. Are these documents and records kept in the course of a regularly conducted business activity of Marubeni Eagle Ford LP?

ANSWER:

9. Was it in the regular practice of the business activity of Marubeni Eagle Ford LP to make the memorandum, report, record or data compilation reflected in these documents and records?

ANSWER:

WITNESS, CUSTODIAN OF RECORDS
FOR MARUBENI EAGLE FORD LP

I _____, a Notary Public in and for the State of Texas, do hereby certify that the foregoing answers of the witness were made by the said witness and sworn to and subscribed before me.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS _____ day of _____, 2014.

Notary Public, State of Texas

INSTRUCTIONS

a. Each request below includes a request for production of data and/or information that exists in electronic and/or magnetic form. All responsive data and/or information that exists in electronic or magnetic form should be 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. If any electronic or magnetic data requested cannot be produced in the form requested, please state the form in which information is regularly kept and/or can be produced.

NOTICE OF PROTECTIVE ORDER

An Agreed Protective Order has been entered in this case whereby documents produced in the case can be designated confidential. A copy of the Agreed Protective Order will be produced to you upon request.

REQUESTS FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 1: Please produce the Purchase and Sale Agreement (“Purchase & Sale Agreement”) dated December 28, 2011 between Hunt Oil Company and Marubeni Eagle Ford LP.

RESPONSE:

REQUEST FOR PRODUCTION NO. 2: Please produce all correspondence between Hunt Oil Company and Marubeni Eagle Ford LP regarding the Purchase & Sale Agreement and the Amendments to Oil and Gas Leases, copies of which are attached as **Exhibit A**.

RESPONSE:

REQUEST FOR PRODUCTION NO. 3: Please produce all correspondence between JP Morgan and Marubeni Eagle Ford LP regarding the Purchase & Sale Agreement and the Amendments to Oil and Gas Leases, copies of which are attached as **Exhibit A**.

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	§	BEXAR COUNTY, TEXAS

**DEPOSITION SUBPOENA DUCES TECUM TO PRODUCE DOCUMENTS
ISSUED IN THE NAME OF THE STATE OF TEXAS**

**TO ANY PEACE OFFICER, CONSTABLE OF THE STATE OF TEXAS OR OTHER
PERSON DULY AUTHORIZED TO SERVE OR EXECUTE SUBPOENAS:**

This Subpoena is directed to:

CUSTODIAN OF RECORDS FOR:

**BHP BILLITON PETROLEUM PROPERTIES (N.A.), LP (f/k/a Petrohawk
Properties, LP)**

**c/o Mr. William W. Russell
Schirrmeister Diaz-Arrastia Brem LLP
Pennzoil Place - North Tower
700 Milam, 10th Floor
Houston, Texas 77002**

This Subpoena directs the Custodian of Records for **BHP BILLITON PETROLEUM
PROPERTIES (N.A.), LP (f/k/a Petrohawk Properties, LP)** to appear at **10:00 a.m. on June
10, 2014** before a notary public at the following location:

**Schirrmeister Diaz-Arrastia Brem LLP
Pennzoil Place - North Tower
700 Milam, 10th Floor
Houston, Texas 77002**

and answer under oath written questions to be propounded by counsel for Defendants and to produce for inspection and photocopying the documents and records described on Exhibit "A" attached to the Notice Duces Tecum of Intent to Take Deposition by Written Questions served with and attached to this Subpoena.

This Subpoena is issued at the instance and request of Defendant JPMorgan Chase Bank, N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust. The attorneys of record for Defendant are: Patrick K. Sheehan and David Jed Williams, Hornberger Sheehan Fuller & Garza Incorporated, The Quarry Heights Building, 7373 Broadway, Suite 300, San Antonio, Texas 78209.

THIS SUBPOENA IS ISSUED UNDER TEXAS RULE OF CIVIL PROCEDURE 176. RULE 176.8(a) STATES: FAILURE BY ANY PERSON WITHOUT ADEQUATE EXCUSE TO OBEY A SUBPOENA SERVED UPON THAT PERSON MAY BE DEEMED A CONTEMPT OF THE COURT FROM WHICH THE SUBPOENA IS ISSUED OR A DISTRICT COURT IN THE COUNTY IN WHICH THE SUBPOENA IS SERVED, AND MAY BE PUNISHED BY FINE OR CONFINEMENT, OR BOTH.

This Subpoena is issued by David Jed Williams, attorney for Defendant, on behalf of Defendant.

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER &
GARZA INCORPORATED**

The Quarry Heights Building
7373 Broadway, Suite 300
San Antonio, TX 78209
Tel: (210) 271-1700
Fax: (210) 271-1730

By: s/David Jed Williams

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

HUNTON & WILLIAMS LLP

1445 Ross Avenue, Suite 3700
Dallas, Texas 75202
(214) 979-3000 - Telephone
(214) 880-0011 – Facsimile
Charles A. Gall
State Bar No. 07281500
John C. Eichman
State Bar No. 06494800

ATTORNEYS FOR DEFENDANTS

RETURN

CAME TO HAND ON THE _____ DAY OF _____ 2014, AT _____ O'CLOCK ____M. AND EXECUTED (NOT EXECUTED) ON THE _____ DAY OF _____ 2014, BY DELIVERING TO WILLIAM W. RUSSELL, A TRUE COPY OF THIS SUBPOENA UPON WHICH I ENDORSED THE DATE OF DELIVERY. CAUSE OF FAILURE TO EXECUTE THIS SUBPOENA IS _____.

TOTAL FEES: \$ _____

HARRIS COUNTY, TEXAS

BY: _____

NON-PEACE OFFICER VERIFICATION

VERIFICATION OF RETURN (IF NOT SERVED BY PEACE OFFICER)

SWORN TO THIS _____ DAY OF _____ 2014.

Notary Public, State of Texas

MEMORANDUM OF ACCEPTANCE OF SERVICE OF SUBPOENA

The undersigned acknowledges receipt and accepts service of this Subpoena on behalf of the deponent.

SIGNED on this ____ day of May, 2014.

William W. Russell
Schirrmeister Diaz-Arrastia Brem LLP
Pennzoil Place - North Tower
700 Milam, 10th Floor
Houston, Texas 77002

ATTORNEY FOR DEPONENT

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

**NOTICE OF INTENTION TO TAKE DEPOSITION BY WRITTEN QUESTIONS
WITH DUCES TECUM**

Defendant JPMORGAN CHASE BANK, N.A. INDIVIDUALLY/CORPORATELY AND AS TRUSTEE OF THE SOUTH TEXAS SYNDICATE TRUST will take a deposition by written questions of the Custodian of Records for **BHP BILLITON PETROLEUM PROPERTIES (N.A.), LP (f/k/a Petrohawk Properties, LP)** at the following date, time, and place:

Date: **June 10, 2014**

Time: **10:00 a.m.**

Place: **Schirrmeister Diaz-Arrastia Brem LLP
Pennzoil Place - North Tower
700 Milam, 10th Floor
Houston, Texas 77002**

Notice is further given that the witness shall produce at the deposition for inspection and photocopying the documents and records listed and described on the attached Exhibit "A".

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER &
GARZA INCORPORATED**
The Quarry Heights Building
7373 Broadway, Suite 300
San Antonio, TX 78209
Tel: (210) 271-1700
Fax: (210) 271-1730

By: *s/David Jed Williams*
Patrick K. Sheehan
State Bar No. 18175500
Rudy A. Garza
State Bar No. 07738200
David Jed Williams
State Bar No. 21518060

HUNTON & WILLIAMS LLP

1445 Ross Avenue, Suite 3700
Dallas, Texas 75202
(214) 979-3000 - Telephone
(214) 880-0011 – Facsimile
Charles A. Gall
State Bar No. 07281500
John C. Eichman
State Bar No. 06494800

ATTORNEYS FOR DEFENDANTS

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy this deposition notice was served upon the following, in the manner indicated, on May 15, 2014:

Mr. George Spencer, Jr. **VIA EMAIL**
Mr. Robert Rosenbach
CLEMENS & SPENCER
112 East Pecan St., Suite 1300
San Antonio, Texas 78205

Mr. James L. Drought **VIA EMAIL**
DROUGHT DROUGHT & BOBBITT, LLP
112 East Pecan St., Suite 2900
San Antonio, Texas 78205

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

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

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

Mr. Matthew Gollinger **VIA EMAIL**
ZELLE HOFMANN VOELBEL & MASON LLP
500 Washington Avenue South, Suite 4000
Minneapolis, MN 55415-1152

Mr. Michael S. Christian **VIA EMAIL**
ZELLE HOFMANN VOELBEL & MASON
44 Montgomery Street, Suite 3400
San Francisco, California 94104

Mr. Fred W. Stumpf
GLAST, PHILLIPS & MURRAY
Nine Greenway Plaza, Suite 3100
Houston, Texas 77046

VIA EMAIL

s/David Jed Williams
David Jed Williams

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

**DEPOSITION ON WRITTEN QUESTIONS PROPOUNED UPON THE WITNESS,
CUSTODIAN OF RECORDS FOR BHP BILLITON PETROLEUM PROPERTIES
(N.A.), LP (f/k/a Petrohawk Properties, LP)**

1. Please state your full name, business address, and official title.

ANSWER:

2. Did you receive a subpoena for the production of the documents and records listed and described on Exhibit "A" attached to these questions?

ANSWER:

3. Have these documents and records been produced for this deposition, bates numbered, and delivered to the officer taking this deposition?

ANSWER:

4. Are you the custodian of these documents or records for BHP BILLITON PETROLEUM PROPERTIES, (N.A.), L.P. (f/k/a Petrohawk Properties, LP)?

ANSWER:

5. What is the bates number range for the documents and records produced for this deposition?

ANSWER:

6. Are the documents and records produced for this deposition originals or photocopies of the original documents?

ANSWER:

7. Are the documents and records produced for this deposition memoranda, reports, records or data compilations of acts, events, or conditions made at or near the time by or from information transmitted by, a person with knowledge?

ANSWER:

8. Are these documents and records kept in the course of a regularly conducted business activity of BHP BILLITON PETROLEUM PROPERTIES (N.A.), LP (f/k/a Petrohawk Properties, LP)?

ANSWER:

9. Was it the regular practice of the business activity of BHP BILLITON PETROLEUM PROPERTIES (N.A.), LP (f/k/a Petrohawk Properties, LP) to make the memorandum, report, record or data compilation reflected in these documents and records?

ANSWER:

WITNESS, CUSTODIAN OF RECORDS FOR
BHP BILLITON PETROLEUM PROPERTIES (N.A.), LP
(f/k/a Petrohawk Properties, LP)

I _____, a Notary Public in and for the State of Texas, do hereby certify that the forgoing answers of the witness were made by the said witness and sworn to and subscribed before me.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS ____ day of _____, 2014.

Notary Public, State of Texas

EXHIBIT "A"

Please produce the following documents relating to the leases described below:

- The executed leases;
- Any option agreements, letters of intent to lease or side agreements relative to the leases;
- Any agreements relative to amendment, modification or extension of the leases;
- Any lease data sheets relative to the lease;
- Sufficient documents to identify the bonus paid for the lease (total bonus and bonus per net mineral acre);
- Any Lease Purchase Report ("LPR") and;
- Any receipt or paid draft relative to the leases

-
1. Memorandum of Lease, dated 4/16/2008 from William E Pielop III., as Grantor, to First Rock Inc., as Grantee, recorded in Volume 470 page 331 Oil and Gas Lease Records LaSalle County, Texas, covering 5 tracts comprising 3335.65 acres of land, more or less, in such county.
 2. Lease, dated 4/24/2008 from CLR Oil and Gas, LLC., as Grantor, to First Rock Inc., as Grantee, recorded in Volume 0474 page 0316 Oil and Gas Lease Records LaSalle County, Texas, covering 9 tracts comprising 6048.76 acres of land, more or less, in such county.
 3. Lease, dated 4/24/2008 from LLE Oil and Gas, LLC., as Grantor, to First Rock Inc., as Grantee, recorded in Volume 0474 page 0313 Oil and Gas Lease Records LaSalle County, Texas, covering 9 tracts comprising 6048.76 acres of land, more or less, in such county.
 4. Memorandum of Lease, dated 5/5/2008 from JCM, Jr. Minerals Co. 2., as Grantor, to First Rock Inc., as Grantee, recorded in Volume 0474 page 0343 Oil and Gas Lease Records LaSalle County, Texas, covering 14 tracts comprising 6106.4 acres of land, more or less, in such county.
 5. Memorandum of Lease, dated 5/5/2008 from JCM, Jr. Minerals Co. 2., as Grantor, to First Rock Inc., as Grantee, recorded in Volume 0474 page 0356 Oil and Gas Lease Records LaSalle County, Texas, covering 14 tracts comprising 3848.11 acres of land, more or less, in such county.

6. Memorandum of Lease, dated 5/6/2008 from JCM, Jr. Minerals Co., as Grantor, to First Rock Inc., as Grantee, recorded in Volume 0474 page 0349 Oil and Gas Lease Records LaSalle County, Texas, covering 11 tracts comprising 6986.8 acres of land, more or less, in such county.
7. Memorandum of Lease, dated 5/6/2008 from JCM, Jr. Minerals Co., as Grantor, to First Rock Inc., as Grantee, recorded in Volume 0474 page 0337 Oil and Gas Lease Records LaSalle County, Texas, covering 6 tracts comprising 2058.81 acres of land, more or less, in such county.
8. Oil and Gas Lease, dated 5/12/2008 from The Prospect Company, as Grantor, to First Rock Inc., as Grantee, recorded in Volume 0474 page 0321 Oil and Gas Lease Records LaSalle County, Texas, covering 3 tracts comprising 1000 acres of land, more or less, in such county.
9. Oil and Gas Lease, dated 5/12/2008 from The Prospect Company, as Grantor, to First Rock Inc., as Grantee, recorded in Volume 0474 page 0323 Oil and Gas Lease Records LaSalle County, Texas, covering 5 tracts comprising 495.53 acres of land, more or less, in such county.
10. Oil and Gas Lease, dated 5/12/2008 from The Prospect Company, as Grantor, to First Rock Inc., as Grantee, recorded in Volume 0474 page 0319 Oil and Gas Lease Records LaSalle County, Texas, covering 1 tract comprising 478.05 acres of land, more or less, in such county.
11. Memorandum of Lease, dated 6/5/2008 from Allen G. Sehubert, as Grantor, to First Rock Inc., as Grantee, recorded in Volume 0474 page 0371 Oil and Gas Lease Records LaSalle County, Texas, covering 3 tracts comprising 733.56 acres of land, more or less, in such county.
12. Memorandum of Lease, dated 6/14/2008 from Ruth B. Dyke Trust No. 1, as Grantor, to First Rock Inc., as Grantee, recorded in Volume 0474 page 0305 Oil and Gas Lease Records LaSalle County, Texas, covering 10 tracts comprising 5243.56 acres of land, more or less, in such county.
13. Memorandum of Lease, dated 6/14/2008 from Ruth B. Dyke, as Grantor, to First Rock Inc., as Grantee, recorded in Volume 0474 page 0308 Oil and Gas Lease Records LaSalle County, Texas, covering 8 tracts comprising 5243.56 acres of land, more or less, in such county.
14. Memorandum of Lease, dated 6/19/2008 from Gutierrez Leyendecker Ranch, LTD, as Grantor, to First Rock Inc., as Grantee, recorded in Volume 0474 page 0367 Oil and Gas Lease Records LaSalle County, Texas, covering 1 tract comprising 493 acres of land, more or less, in such county.

15. Memorandum of Lease, dated 6/20/2008 from Robert M. Gutierrez, as Grantor, to First Rock Inc., as Grantee, recorded in Volume 0474 page 0335 Oil and Gas Lease Records LaSalle County, Texas, covering 1 tract comprising 1681.05 acres of land, more or less, in such county.
16. Memorandum of Lease, dated 6/23/2008 from RMG Land Company, LTD, as Grantor, to First Rock Inc., as Grantee, recorded in Volume 0474 page 0329 Oil and Gas Lease Records LaSalle County, Texas, covering 8 tracts comprising 3371.03 acres of land, more or less, in such county.
17. Memorandum of Lease, dated 6/24/2008 from Ollie Nye Lowery, as Grantor, to First Rock Inc., as Grantee, recorded in Volume 0474 page 0333 Oil and Gas Lease Records LaSalle County, Texas, covering 5 tracts comprising 1230.34 acres of land, more or less, in such county.
18. Memorandum of Lease, dated 6/24/2008 from Gutierrez Leyendecker Ranch, LTD, as Grantor, to First Rock Inc., as Grantee, recorded in Volume 0474 page 0368 Oil and Gas Lease Records LaSalle County, Texas, covering 1 tract comprising 1352.53 acres of land, more or less, in such county.
19. Memorandum of Lease, dated 7/17/2008 from Ruth B. Dyke, as Grantor, to First Rock Inc., as Grantee, recorded in Volume 0474 page 0302 Oil and Gas Lease Records LaSalle County, Texas, covering 8 tracts comprising 5243.56 acres of land, more or less, in such county.
20. Memorandum of Lease, dated 7/25/2008 from David Reed Hall, as Grantor, to First Rock Inc., as Grantee, recorded in Volume 0474 page 0372 Oil and Gas Lease Records LaSalle County, Texas, covering 7 tracts comprising 4547.13 acres of land, more or less, in such county.
21. Lease, dated 7/25/2008 from Richard B. Dyke. Jr., as Grantor, to First Rock Inc., as Grantee, recorded in Volume 0474 page 0312 Oil and Gas Lease Records LaSalle County, Texas, covering 8 tracts comprising 5243.56 acres of land, more or less, in such county.
22. Memorandum of Lease, dated 8/1/2008 from Charles Fred Hillie, as Grantor, to First Rock Inc., as Grantee, recorded in Volume 0474 page 0289 Oil and Gas Lease Records LaSalle County, Texas, covering 2 tracts comprising 1280 acres of land, more or less, in such county.
23. Lease, dated 8/5/2008 from Henderson Family Properties, LTD , as Grantor, to First Rock Inc., as Grantee, recorded in Volume 0474 page 0325 Oil and Gas Lease Records LaSalle County, Texas, covering 24 tracts comprising 10012.61 acres of land, more or less, in such county.

24. Memorandum of Lease, dated 10/24/2008 from Chalos Minerals #3 LTD , as Grantor, to First Rock Inc., as Grantee, recorded in Volume 0474 page 0363 Oil and Gas Lease Records LaSalle County, Texas, covering 5 tracts comprising 1230.34 acres of land, more or less, in such county.
25. Memorandum of Lease, dated 10/31/2008 from Peebles Family Limited Partnership , as Grantor, to First Rock Inc., as Grantee, recorded in Volume 0474 page 0295 Oil and Gas Lease Records LaSalle County, Texas, covering 1 tract comprising 563.34 acres of land, more or less, in such county.
26. Memorandum of Lease, dated 11/25/2008 from James Richard Commander, as Grantor, to First Rock Inc., as Grantee, recorded in Volume 0476, page 0343 Oil and Gas Lease Records LaSalle County, Texas, covering 5 tracts comprising 1084.18 acres of land, more or less, in such county.
27. Memorandum of Lease, dated 12/12/2008 from Margaret Burks Sturges, as Grantor, to Petrohawk Properties LP, as Grantee, recorded in Volume 0476 page 0488 Oil and Gas Lease Records LaSalle County, Texas, covering 5 tracts comprising 1084.18 acres of land, more or less, in such county.
28. Memorandum of Lease, dated 12/16/2008 from Murray Ranch Properties, LTD , as Grantor, to First Rock Inc., as Grantee, recorded in Volume 0476 page 0477 Oil and Gas Lease Records LaSalle County, Texas, covering 1 tract comprising 2019.92 acres of land, more or less, in such county.
29. Memorandum of Lease, dated 12/17/2008 from Ida Louise Franklin, as Grantor, to Petrohawk Properties LP, as Grantee, recorded in Volume 0476 page 0482 Oil and Gas Lease Records LaSalle County, Texas, covering 5 tracts comprising 1084.18 acres of land, more or less, in such county.
30. Memorandum of Lease, dated 12/17/2008 from Ida Louise Franklin, as Grantor, to Petrohawk Properties LP, as Grantee, recorded in Volume 0476 page 0484 Oil and Gas Lease Records LaSalle County, Texas, covering 11 tracts comprising 4101.92 acres of land, more or less, in such county.
31. Memorandum of Lease, dated 12/17/2008 from Margaret Burkes Sturges, as Grantor, to Petrohawk Properties LP, as Grantee, recorded in Volume 0476 page 0486 Oil and Gas Lease Records LaSalle County, Texas, covering 11 tracts comprising 4101.92 acres of land, more or less, in such county.
32. Memorandum of Lease, dated 12/17/2008 from Amanda Menke, as Grantor, to Petrohawk Properties LP, as Grantee, recorded in Volume 0476 page 0490 Oil and Gas Lease Records LaSalle County, Texas, covering 12 tracts comprising 4101.92 acres of land, more or less, in such county.

33. Memorandum of Lease, dated 12/17/2008 from Amanda Menke, as Grantor, to Petrohawk Properties LP, as Grantee, recorded in Volume 0476 page 0492 Oil and Gas Lease Records LaSalle County, Texas, covering 6 tracts comprising 1084.18 acres of land, more or less, in such county.
34. Memorandum of Lease, dated 12/17/2008 from Allen K. Dunkerley, as Grantor, to Petrohawk Properties LP, as Grantee, recorded in Volume 0476 page 0494 Oil and Gas Lease Records LaSalle County, Texas, covering 6 tracts comprising 1084.18 acres of land, more or less, in such county.
35. Memorandum of Lease, dated 12/19/2008 from Sally Summers, as Grantor, to Petrohawk Properties LP, as Grantee, recorded in Volume 0476 page 0498 Oil and Gas Lease Records LaSalle County, Texas, covering 13 tracts comprising 4101.92 acres of land, more or less, in such county.
36. Memorandum of Lease, dated 12/19/2008 from Sally Summers, as Grantor, to Petrohawk Properties LP, as Grantee, recorded in Volume 0476 page 0500 Oil and Gas Lease Records LaSalle County, Texas, covering 5 tracts comprising 1084 acres of land, more or less, in such county.
37. Memorandum of Lease, dated 12/19/2008 from James R. Bell, as Grantor, to Petrohawk Properties LP, as Grantee, recorded in Volume 0476 page 0504 Oil and Gas Lease Records LaSalle County, Texas, covering 5 tracts comprising 1084.18 acres of land, more or less, in such county
38. Memorandum of Lease, dated 12/19/2008 from James R. Bell, as Grantor, to Petrohawk Properties LP, as Grantee, recorded in Volume 0476 page 0502 Oil and Gas Lease Records LaSalle County, Texas, covering 12 tracts comprising 4101.92 acres of land, more or less, in such county
39. Memorandum of Lease, dated 12/123/2008 from Ewdia Paul Ruhmana, III, as Grantor, to Petrohawk Properties LP, as Grantee, recorded in Volume 0476 page 0538 Oil and Gas Lease Records LaSalle County, Texas, covering 5 tracts comprising 1084.18 acres of land, more or less, in such county.
40. Memorandum of Lease, dated 1/6/2009 from B and C Trophy Ranches, LLC, as Grantor, to Petrohawk Properties LP, as Grantee, recorded in Volume 0477 page 0327 Oil and Gas Lease Records LaSalle County, Texas, covering 4 tracts comprising 605.42 acres of land, more or less, in such county
41. Memorandum of Lease, dated 1/12/2009 from Dennis Phillips, LLC, as Grantor, to Petrohawk Properties LP, as Grantee, recorded in Volume 0477 page 0270 Oil and Gas Lease Records LaSalle County, Texas, covering 7 tracts comprising 2367 acres of land, more or less, in such county.

42. Memorandum of Lease, dated 1/15/2009 from Willie Ranch LLC, as Grantor, to First Rock, Inc., as Grantee, recorded in Volume 0477 page 0268 Oil and Gas Lease Records LaSalle County, Texas, covering 19 tracts comprising 3691.03 acres of land, more or less, in such county.
43. Memorandum of Lease, dated 1/26/2009 from Gary M. Bullard, as Grantor, to Petrohawk Properties LP, as Grantee, recorded in Volume 0478 page 0075 Oil and Gas Lease Records LaSalle County, Texas, covering 7 tracts comprising 1304.67 acres of land, more or less, in such county.
44. Memorandum of Lease, dated 2/12/2009 from J. Dan Brown, as Grantor, to Petrohawk Properties LP, as Grantee, recorded in Volume 0478 page 0459 Oil and Gas Lease Records LaSalle County, Texas, covering 7 tracts comprising 2674.45 acres of land, more or less, in such county.
45. Memorandum of Lease, dated 2/12/2009 from J. Dan Brown, as Grantor, to Petrohawk Properties LP, as Grantee, recorded in Volume 0478 page 0462 Oil and Gas Lease Records LaSalle County, Texas, covering 8 tracts comprising 2493.73 acres of land, more or less, in such county.
46. Memorandum of Lease, dated 2/23/2009 from Head and Guild Parts, Inc., as Grantor, to Petrohawk Properties LP, as Grantee, recorded in Volume 0479 page 0168 Oil and Gas Lease Records LaSalle County, Texas, covering 2 tracts comprising 655.64 acres of land, more or less, in such county.
47. Memorandum of Lease, dated 2/23/2009 from Douglas Andrew Schriever, as Grantor, to Petrohawk Properties LP, as Grantee, recorded in Volume 0480 page 0324 Oil and Gas Lease Records LaSalle County, Texas, covering 1 tracts comprising 172.4 acres of land, more or less, in such county.
48. Memorandum of Lease, dated 2/24/2009 from Joe Frederick Schriever, as Grantor, to Petrohawk Properties LP, as Grantee, recorded in Volume 0480 page 0458 Oil and Gas Lease Records LaSalle County, Texas, covering 1 tracts comprising 172.4 acres of land, more or less, in such county.
49. Memorandum of Lease, dated 2/26/2009 from John Michael Schriever, as Grantor, to Petrohawk Properties LP, as Grantee, recorded in Volume 0478 page 0457 Oil and Gas Lease Records LaSalle County, Texas, covering 1 tracts comprising 172.4 acres of land, more or less, in such county.
50. Memorandum of Lease, dated 3/2/2009 from Frost National Bank, as Grantor, to Petrohawk Properties LP, as Grantee, recorded in Volume 0479 page 0125 Oil and Gas Lease Records LaSalle County, Texas, covering 1 tracts comprising 648.86 acres of land, more or less, in such county.

51. Memorandum of Lease, dated 3/2/2009 from Frost National Bank, as Grantor, to Petrohawk Properties LP, as Grantee, recorded in Volume 0480 page 0121 Oil and Gas Lease Records LaSalle County, Texas, covering 1 tracts comprising 648.86 acres of land, more or less, in such county.
52. Memorandum of Lease, dated 3/9/2009 from Ella Jez, as Grantor, to Petrohawk Properties LP, as Grantee, recorded in Volume 0479 page 0450 Oil and Gas Lease Records LaSalle County, Texas, covering 1 tracts comprising 640.86 acres of land, more or less, in such county.
53. Memorandum of Lease, dated 3/11/2009 from Barbara Ryan Byrum, as Grantor, to Petrohawk Properties LP, as Grantee, recorded in Volume 0479 page 0124 Oil and Gas Lease Records LaSalle County, Texas, covering 1 tracts comprising 648.86 acres of land, more or less, in such county
54. Memorandum of Lease, dated 3/11/2009 from Glenda LaGrone Byrnes, as Grantor, to Petrohawk Properties LP, as Grantee, recorded in Volume 0480 page 0020 Oil and Gas Lease Records LaSalle County, Texas, covering 1 tracts comprising 648.86 acres of land, more or less, in such county.
55. Memorandum of Lease, dated 3/11/2009 from Edward L. LaGrone, Jr., as Grantor, to Petrohawk Properties LP, as Grantee, recorded in Volume 0480 page 0019 Oil and Gas Lease Records LaSalle County, Texas, covering 1 tracts comprising 648.86 acres of land, more or less, in such county.
56. Memorandum of Lease, dated 3/27/2009 from Gayle Hopkins Speck, as Grantor, to Petrohawk Properties LP, as Grantee, recorded in Volume 0480 page 0325 Oil and Gas Lease Records LaSalle County, Texas, covering 1 tracts comprising 648.86 acres of land, more or less, in such county.
57. Memorandum of Lease, dated 3/27/2009 from Ethel Michelle Pumphrey Pierce, as Grantor, to Petrohawk Properties LP, as Grantee, recorded in Volume 0480 page 0326 Oil and Gas Lease Records LaSalle County, Texas, covering 1 tracts comprising 648.86 acres of land, more or less, in such county.
58. Memorandum of Lease, dated 3/27/2009 from Montie I. Hopkins, as Grantor, to Petrohawk Properties LP, as Grantee, recorded in Volume 0480 page 0327 Oil and Gas Lease Records LaSalle County, Texas, covering 1 tracts comprising 648.86 acres of land, more or less, in such county.
59. Memorandum of Lease, dated 3/28/2009 from The Heather V. Ralston, as Grantor, to Petrohawk Properties LP, as Grantee, recorded in Volume 0480 page 0025 Oil and Gas Lease Records LaSalle County, Texas, covering 1 tracts comprising 10 acres of land, more or less, in such county.

60. Memorandum of Lease, dated 4/6/2009 from The Scott E. Ralston, as Grantor, to Petrohawk Properties LP, as Grantee, recorded in Volume 0480 page 0453 Oil and Gas Lease Records LaSalle County, Texas, covering 1 tracts comprising 648.86 acres of land, more or less, in such county.
61. Memorandum of Lease, dated 4/14/2009 from Frank B. Burney, as Grantor, to Petrohawk Properties LP, as Grantee, recorded in Volume 0480 page 0184 Oil and Gas Lease Records LaSalle County, Texas, covering 1 tracts comprising 648.86 acres of land, more or less, in such county.
62. Memorandum of Lease, dated 4/14/2009 from Kara B. Young, as Grantor, to Petrohawk Properties LP, as Grantee, recorded in Volume 0480 page 0185 Oil and Gas Lease Records LaSalle County, Texas, covering 1 tracts comprising 648.86 acres of land, more or less, in such county.
63. Memorandum of Lease, dated 5/19/2009 from Huajuco Nueces, LLC, as Grantor, to Petrohawk Properties LP, as Grantee, recorded in Volume 0481 page 0411 Oil and Gas Lease Records LaSalle County, Texas, covering 4 tracts comprising 556.36 acres of land, more or less, in such county.
64. Memorandum of Lease, dated 5/19/2009 from John L. Robertson, as Grantor, to Petrohawk Properties LP, as Grantee, recorded in Volume 0483 page 0287 Oil and Gas Lease Records LaSalle County, Texas, covering 1 tracts comprising 315.56 of land, more or less, in such county.
65. Memorandum of Lease, dated 5/19/2009 from John L. Robertson, as Grantor, to Petrohawk Properties LP, as Grantee, recorded in Volume 0483 page 0285 Oil and Gas Lease Records LaSalle County, Texas, covering 1 tracts comprising 316.55 of land, more or less, in such county.
66. Memorandum of Lease, dated 5/27/2009 from Texas Christian University, as Grantor, to Petrohawk Properties LP, as Grantee, recorded in Volume 0481 page 0408 Oil and Gas Lease Records LaSalle County, Texas, covering 1 tracts comprising 321.04 of land, more or less, in such county.
67. Memorandum of Lease, dated 5/27/2009 from Texas Christian University, as Grantor, to Petrohawk Properties LP, as Grantee, recorded in Volume 0481 page 0409 Oil and Gas Lease Records LaSalle County, Texas, covering 1 tracts comprising 172 of land, more or less, in such county.
68. Memorandum of Lease, dated 5/27/2009 from Texas Christian University, as Grantor, to Petrohawk Properties LP, as Grantee, recorded in Volume 0481 page 0410 Oil and Gas Lease Records LaSalle County, Texas, covering 1 tracts comprising 80 of land, more or less, in such county.

69. Memorandum of Lease, dated 6/4/2009 from Gutierrez-Leyendecker Minerals Ltd., as Grantor, to Petrohawk Properties LP, as Grantee, recorded in Volume 0481 page 0404 Oil and Gas Lease Records LaSalle County, Texas, covering 1 tracts comprising 260 of land, more or less, in such county.
70. Memorandum of Lease, dated 6/23/2009 from Texas Methodist Foundation, as Grantor, to Petrohawk Properties LP, as Grantee, recorded in Volume 0482 page 0391 Oil and Gas Lease Records LaSalle County, Texas, covering 1 tracts comprising 316.55 of land, more or less, in such county.
71. Memorandum of Lease, dated 7/31/2009 from Les Craft, as Grantor, to Petrohawk Properties LP, as Grantee, recorded in Volume 0483 page 0322 Oil and Gas Lease Records LaSalle County, Texas, covering 4 tracts comprising 901.77 of land, more or less, in such county.
72. Memorandum of Lease, dated 6/6/2008 from Guy Jean, et Ux., as Grantor, to First Rock Inc., as Grantee, recorded in Volume 463 page 67 Oil and Gas Lease Records McMullen County, Texas, covering 7 tracts comprising 4888.3 acres of land, more or less, in such county.
73. Memorandum of Lease, dated 7/4/2008 from Teresa Ann Abeel Nichols Et Al., as Grantor, to First Rock Inc., as Grantee, recorded in Volume 467 page 380 Oil and Gas Lease Records McMullen County, Texas, covering 6 tracts comprising 3831.4 acres of land, more or less, in such county.
74. Memorandum of Lease, dated 7/15/2008 from Alfred L. Kay, as Grantor, to First Rock Inc., as Grantee, recorded in Volume 463 page 66 Oil and Gas Lease Records McMullen County, Texas, covering 1 tracts comprising 377.52 acres of land, more or less, in such county.
75. Memorandum of Lease, dated 7/16/2008 from Mary Ann Wharton, as Grantor, to First Rock Inc., as Grantee, recorded in Volume 463 page 68 Oil and Gas Lease Records McMullen County, Texas, covering 1 tracts comprising 379 acres of land, more or less, in such county.
76. Memorandum of Lease, dated 8/29/2008 from Thomas N. Herrlich, Et Ux., as Grantor, to First Rock Inc., as Grantee, recorded in Volume 463 page 69 Oil and Gas Lease Records McMullen County, Texas, covering 1 tracts comprising 131.02 acres of land, more or less, in such county.
77. Memorandum of Lease, dated 9/25/2008 from Carlo J. Cangelosi, to First Rock Inc., as Grantee, recorded in Volume 463 page 65 Oil and Gas Lease Records McMullen County, Texas, covering 1 tracts comprising 579.78 acres of land, more or less, in such county.

78. Memorandum of Lease, dated 7/15/2008 from Alfred I. Kay, as Grantor, to First Rock Inc., as Grantee, recorded in Volume 463 page 66 Oil and Gas Lease Records McMullen County, Texas, covering 1 tracts comprising 377.52 acres of land, more or less, in such county.
79. Memorandum of Lease, dated 10/11/2008 from The American Heart Association, as Grantor, to First Rock Inc., as Grantee, recorded in Volume 463 page 359 Oil and Gas Lease Records McMullen County, Texas, covering 1 tracts comprising 601.57 acres of land, more or less, in such county.
80. Memorandum of Lease, dated 10/11/2008 from The American Heart Association, as Grantor, to First Rock Inc., as Grantee, recorded in Volume 463 page 360 Oil and Gas Lease Records McMullen County, Texas, covering 1 tracts comprising 115 acres of land, more or less, in such county
81. Memorandum of Lease, dated 10/29/2008 from Clarence E Teal, Et Ux., as Grantor, to First Rock Inc., as Grantee, recorded in Volume 463 page 219 Oil and Gas Lease Records McMullen County, Texas, covering 1 tracts comprising 601.57 acres of land, more or less, in such county.
82. Memorandum of Lease, dated 11/18/2008 from Tommy N. Goodridge, et Ux, as Grantor, to First Rock Inc., as Grantee, recorded in Volume 464 page 47 Oil and Gas Lease Records McMullen County, Texas, covering 1 tracts comprising 811.78 acres of land, more or less, in such county.
83. Memorandum of Lease, dated 11/24/2008 from Michael Krueger, e*t ux, as Grantor, to First Rock Inc., as Grantee, recorded in Volume 464 page 72 Oil and Gas Lease Records McMullen County, Texas, covering 1 tracts comprising 511.37 acres of land, more or less, in such county
84. Memorandum of Lease, dated 11/26/2008 from Rita Tait Huffmeyer Jackson, as Grantor, to First Rock Inc., as Grantee, recorded in Volume 464 page 70 Oil and Gas Lease Records McMullen County, Texas, covering 2 tracts comprising 690 acres of land, more or less, in such county.
85. Memorandum of Lease, dated 4/28/2009 from Rancho Lago Vista, as Grantor, to Petrohawk Properties LP., as Grantee, recorded in Volume 468, page 137 Oil and Gas Lease Records McMullen County, Texas, covering 6 tracts comprising 1393.91 acres of land, more or less, in such county.
86. Memorandum of Lease, dated 5/12/2009 from American Heart Association, as Grantor, to Petrohawk Properties LP., as Grantee, recorded in Volume 469, page 40 Oil and Gas Lease Records McMullen County, Texas, covering 1 tracts comprising 320 acres of land, more or less, in such county.

87. Memorandum of Lease, dated 6/9/2009 from H. Allen Stuart Jr., et ux., as Grantor, to Petrohawk Properties LP., as Grantee, recorded in Volume 470, page 248 Oil and Gas Lease Records McMullen County, Texas, covering 1 tracts comprising 699.15 acres of land, more or less, in such county.
88. Memorandum of Lease, dated 6/12/2009 from The American Cancer Society, as Grantor, to Petrohawk Properties LP., as Grantee, recorded in Volume 469, page 356 Oil and Gas Lease Records McMullen County, Texas, covering 1 tracts comprising 320 acres of land, more or less, in such county.

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

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

REPORTER'S CERTIFICATION
ORAL DEPOSITION OF DAVID HERFORD
FEBRUARY 14, 2014

I, Kimi George, Certified Shorthand Reporter in and for the State of Oklahoma hereby certify to the following:

That the witness, DAVID HERFORD, was duly sworn by the officer and that the transcript of the oral deposition is a true record of the testimony given by the witness;

That the deposition transcript was submitted on the 27TH day of February, 2014, to the witness for examination, signature and return to Kimi George by the 29TH day of MARCH, 2014;

That the amount of time used by each party at the deposition is as follows:

Mr. Michael S. Christian: 128 minutes used;
Mr. David Jed Williams: 51 minutes used.

That pursuant to the information given to the deposition officer at the time said testimony was taken, the following includes counsel for all parties of record:

1 MR. MICHAEL S. CHRISTIAN
ZELLE HOFMANN VOELBEL & MASON LLP
2 44 Montgomery Street, Suite 3400
San Francisco, California 94104
3 415/693-0700
mchristian@zelle.com

4
MR. DAVID JED WILLIAMS
5 HORNBERGER SHEEHAN FULLER BETTER WITTENBERG &
GARZA, INC.
6 7373 Broadway
Suite 300
7 San Antonio, Texas 78209
210/271-1731
8 jwilliams@hsfblaw.com

9 I further certify that I am neither counsel for,
related to, nor employed by any of the parties or
10 attorneys in the action in which this proceeding was
taken, and further that I am not financially or
11 otherwise interested in the outcome of the action.

12 Further certification requirements pursuant to
Rule 203 of TRCP will be certified to after they have
13 occurred.

14 Certified to by me this _____ day of February,
2014.

Kimi George



17

18 Kimi George, CSR, RMR
Certificate No. 335
Expiration Date: 12-31-14
19 Atkinson-Baker, Inc.
Firm Registration No. 32
20 500 North Brand Boulevard
Third Floor
21 Glendale, CA 91203-1945
Phone: 1-800-288-3376
22 Expiration Date: 12-31-14
23
24
25

1 FURTHER CERTIFICATION UNDER RULE 203 TRCP
2 DAVID HERFORD
3 February 14, 2014

4 The original ~~was~~ was not returned to the
5 deposition officer on 3-29, 2014;

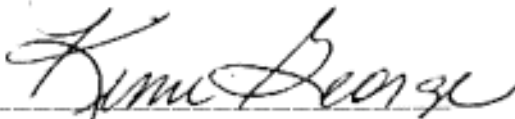
6 If returned, the attached changes and signature
7 page contains any changes and the reasons therefor;

8 If returned, the original deposition was
9 delivered to Mr. Michael S. Christian, custodial
10 attorney;

11 That \$1141.90 is the deposition officer's charges
12 to Plaintiff for preparing the original deposition
13 transcript and any copies of exhibits;

14 That the deposition was delivered in accordance
15 with Rule 203.3, and that a copy of this certificate
16 was served on all parties shown herein and filed with
17 the Clerk.

18 Certified to by me this 1ST day of ~~February~~^{MAY},
19 2014.

20 

21 Kimi George, CSR, RMR
22 Certificate No. 335
23 Expiration Date: 12-31-14
24 Atkinson-Baker
25 Firm Registration No. 32
500 North Brand Boulevard
Third Floor
Glendale, CA 91203-1945
Phone: 1-800-288-3376
Expiration Date: 12-31-14

CAUSE NO. 2010-CI-10977

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

JACKSON WALKER L.L.P.’S MOTION TO WITHDRAW

Mark T. Josephs and Sara Hollan Chelette of Jackson Walker L.L.P. file this, their Motion to Withdraw, and respectfully show the Court as follows:

1.

RELIEF REQUESTED

Mark T. Josephs and Sara H. Chelette (“JW Counsel”) appeared in this matter as counsel for Defendant JPMorgan Chase Bank, N.A. (“J.P. Morgan”), Trustee of the South Texas Syndicate Trust, for the limited purpose of presenting J.P. Morgan’s Motion Requesting Court Approval to Retain Advisers, Seek Alternatives, and Expend Trust Assets, and any other matters arising out of or related to that motion. At this time, the limited purpose for which JW Counsel appeared is no longer at issue, and JW Counsel requests that they be permitted to withdraw as counsel in this matter.

Patrick K. Sheehan, Rudy A. Garza, and David Jed Williams of Hornberger Sheehan Fuller Beiter Wittenberg & Garza Inc., together with Charles A. Gall and John C. Eichman of Hunton & Williams L.L.P., currently represent J.P. Morgan and will continue to do so. This

request to withdraw is not sought for delay and will not be asserted as a basis to delay this case. J.P. Morgan consents to this withdrawal because JW Counsel appeared for a limited purpose only.

WHEREFORE, PREMISES CONSIDERED, Jackson Walker prays that the Court grant this Motion to Withdraw as Counsel and enter an order discharging Jackson Walker L.L.P. as counsel in this matter.

Respectfully submitted,

JACKSON WALKER L.L.P.

901 Main Street, Suite 6000
Dallas, Texas 75202
(214) 953-6000
(214) 953-5822 – Fax

By: /s/ Sara Hollan Chelette
Mark T. Josephs
State Bar No. 11031400
Sara Hollan Chelette
State Bar No. 24046091

**ATTORNEYS FOR DEFENDANT J.P.
MORGAN CHASE BANK, N.A., TRUSTEE
OF THE SOUTH TEXAS SYNDICATE
TRUST**

CERTIFICATE OF SERVICE

This is to certify that on this 23rd day of April, 2014, a true and correct copy of the foregoing was served on the following via telecopier.

Mr. David R. Deary
Mr. Jim L. Flegle
Mr. Michael J. Donley
LOEWINSOHN FLEGLE DEARY, L.L.P.
12377 Merit Drive, Suite 900
Dallas, Texas 75251
Telephone: (214) 572-1700 Fax: (214) 572-1717

Mr. Richard Tinsman
Ms. Sharon C. Savage
TINSMAN & SCIANO, INC.
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San Antonio, Texas 78205
Phone: (210) 225-3121 Fax: (210) 225-6235

Mr. James L. Drought
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Mr. George H. Spencer, Jr.
CLEMENS & SPENCER
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Mr. Patrick K. Sheehan
Mr. David Jed Williams
Mr. Rudy Garza
HORNBERGER SHEEHAN FULLER & BEITER, INC.
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San Antonio, Texas 78209
Phone: (210) 271-1700 Fax: (210) 271-1730

Mr. Kevin M. Beiter
McGINNIS LOCHRIDGE
600 Congress Avenue, Suite 2100
Austin Texas 78701
Phone: (512) 495-6084 Fax: (512) 495-6384

Mr. Charles A. Gall
Mr. John C. Eichman
Mr. Amy S. Bown
HUNTON & WILLIAMS
1445 Ross Avenue, Suite 3700
Dallas, Texas 75202

Mr. Fred W. Stumpf
BOYER SHORT, PC
Nine Greenway Plaza, Suite 3100
Houston, Texas 77046

/s/ Sara Hollan Chelette
Sara Hollan Chelette



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NO. 2010-CI-10977

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

CRT

Barbara Kay Griffin

BY DEPUTY RECEIVED

FILED
BARBARA KAY GRIFFIN
DISTRICT CLERK
BEXAR COUNTY
2014 APR 22 AM 11:47

REPORTER'S CERTIFICATION
DEPOSITION OF WAYMAN GORE
FEBRUARY 27, 2014

I, Barbara Kay Griffin, Certified Shorthand Reporter in and for the State of Texas, hereby certify to the following:

That the witness, WAYMAN GORE, was duly sworn by the officer and that the transcript of the oral deposition is a true record of the testimony given by the witness;

That the deposition transcript was submitted on 3-13-14 to the attorney for Defendants for examination, signature, and return to me by 4-09-14;

That the amount of time used by each party at the deposition is as follows:

James L. Drought - 02:28

That pursuant to information given to the

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deposition officer at the time said testimony was taken, the following includes counsel for all parties of record:

James L. Drought and Richard Tinsman,
Sharon Savage, Attorneys for Plaintiff(s)

Kevin M. Beiter and David Jed Williams,
Attorneys for Defendant(s)

I further certify that I am neither counsel for, related to, nor employed by any of the parties or attorneys in the action in which this proceeding was taken, and further that I am not financially or otherwise interested in the outcome of the action.

Further certification requirements pursuant to Rule 203 of TRCP will be certified to after they have occurred.

Certified to by me this 10th day of March, 2014.

Barbara Kay Griffin
BARBARA KAY GRIFFIN, Texas CSR
Expiration Date: 12/31/14
Firm Registration No. 631
645 Lockhill Selma, Suite 200
San Antonio, Texas 78216
(210) 697-3400



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FURTHER CERTIFICATION UNDER RULE 203 TRCP

The original deposition ~~was~~ was not returned to the deposition officer on 4-04-14;


If returned, the attached Changes and Signature page contains any changes and the reasons therefor;

If returned, the original deposition was delivered to JAMES L. DROUGHT, Custodial Attorney;

That \$884.60 is the deposition officer's charges to the Plaintiffs for preparing the original deposition transcript and any copies of exhibits;

That the deposition was delivered in accordance with Rule 203.3, and that a copy of this certificate was served on all parties shown herein and filed with the Clerk.

Certified to by me this 8th day of April, 2014.

 By BW
BARBARA KAY GRIFFIN, Texas CSR 2494
Expiration Date: 12/31/14
Firm Registration No. 631
645 Lockhill Selma, Suite 200
San Antonio, Texas 78216
(210) 697-3400

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I, WAYMAN GORE, have read the foregoing deposition and hereby affix my signature that same is true and correct, except as noted above.

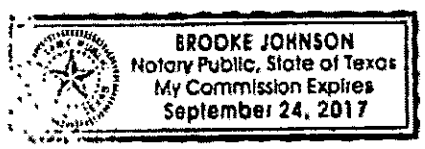
Wayman Gore
WAYMAN GORE, Witness

THE STATE OF Texas)
COUNTY OF Travis)

Before me, Brooke Johnson, on this day personally appeared WAYMAN GORE, known to me (or proved to me under oath or through _____) (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 2 day of April, 2014.

Brooke Johnson
Notary Public in and for the State of Texas





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CAUSE NO. 2010-CI-10977

JOHN K. MEYER, ET. AL.) 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) BEXAR COUNTY, TEXAS

FILED
KAY KINNEY
CLERK
BEXAR COUNTY
2014 APR 22 AM 11:47
BY *Jane DeWitt*
DEPUTY

REPORTER'S CERTIFICATION
DEPOSITION OF MARY MCLEAN EVANS
FEBRUARY 21, 2014

I, LEI SHERRA TORRENCE, Certified Shorthand Reporter
in and for the State of Texas, hereby certify to the
following:

That the witness, MARY MCLEAN EVANS, was duly sworn
by the officer and that the transcript of the oral
deposition is a true record of the testimony given by
the witness;

That the deposition transcript was submitted on
3-05-14 to the witness or to the attorney for
the witness for examination, signature and return to me
by 3-28-14;

That the amount of time used by each party at the
deposition is as follows:

MR. MATTHEW J. GOLLINGER - 00 HOURS:00 MINUTES
MS. AMY S. BOWEN - 02 HOURS:56 MINUTES

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That pursuant to information given to the
Deposition officer at the time said testimony was taken,
the following includes counsel for all parties of
record:

MR. MATTHEW J. GOLLINGER, Attorney for Plaintiffs;
MS. AMY S. BOWEN, Attorney for Defendants.

I further certify that I am neither counsel for,
related to, nor employed by any of the parties or
attorneys in the action in which this proceeding was
taken, and further that I am not financially or
otherwise interested in the outcome of the action.

Further certification requirements pursuant to Rule
203 of TRCP will be certified to after they have
occurred.

Certified to by me this 4th day of March, 2014.



Lei Sherra Torrence

Lei Sherra Torrence, CSR

Texas CSR No. 7836
Expiration Date: 12/31/2014
Firm Registration No. 631
Kim Tindall & Associates, LLC
645 Lockhill Selma, Suite 200
San Antonio, Texas 78216
(210) 697-3400
(210) 697-3408 (Fax)

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FURTHER CERTIFICATION UNDER RULE 203 TRCP

The original deposition was ~~was not~~ returned to the deposition officer on 3-28-14;

If returned, the attached Changes and Signature page contains any changes and the reasons therefor;

If returned, the original deposition was delivered to Ms. Amy S. Bowen, Custodial Attorney;

That \$ 1097.50 is the deposition officer's charges to the Defendants for preparing the original deposition transcript and any copies of exhibits;

That the deposition was delivered in accordance with Rule 203.3, and that a copy of this certificate was served on all parties shown herein on and filed with the Clerk.

Certified to by me this 1/27 day of April, 2014.

Lei Sherra Torrence By BW
Lei Sherra Torrence, CSR
Texas CSR No. 7836
Expiration Date: 12/31/2014
Firm Registration No. 631
Kim Tindall & Associates, LLC
645 Lockhill Selma, Suite 200
San Antonio, Texas 78216
(210) 697-3400
(210) 697-3408 (Fax)

1 That pursuant to information given to the
 2 deposition officer at the time said testimony was taken,
 3 the following includes counsel for all parties of
 4 record:

- 5 MR. GEORGE SPENCER, Attorney for Plaintiffs
- 6 MR. JIM DROUGHT, Attorney for Plaintiffs
- 7 MR. JOHN EICHMAN, Attorney for Defendants
- 8 MS. STEPHANIE L. CURETTE, Attorney for Defendants

9 I further certify that I am neither counsel
 10 for, related to, nor employed by any of the parties or
 11 attorneys in the action in which this proceeding was
 12 taken, and further that I am not financially or
 13 otherwise interested in the outcome of the action.

14 Further certification requirements pursuant to
 15 Rule 203 of TRCP will be certified to after they have
 16 occurred.

17 Certified to by me this 3rd of March, 2014.



18 *Tricia Williams*
 19 _____
 20 TRICIA FOX WILLIAMS
 21 Certified Court Reporter

22 Certification Number: 8273
 23 Date of Expiration: 12/31/2015
 24 Firm Registration Number: 341
 25 Business Address:
 U.S. Legal Support
 363 N. Sam Houston Pkwy E.
 Suite 1200
 Houston, Texas 77060
 (210) 734-7127

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FURTHER CERTIFICATION UNDER RULE 203 TRCP

The original deposition was/was not returned to the deposition officer on March 11th 2014;

If returned, the attached Changes and Signature page contains any changes and the reasons therefor;

If returned, the original deposition was delivered to John C. Eichman, Custodial Attorney;

That \$1,155.35 is the deposition officer's charges to the Defendant for preparing the original deposition transcript and any copies of exhibits;

That the deposition was delivered in accordance with Rule 203.3, and that a copy of this certificate was served on all parties shown herein on and filed with the Clerk.

Certified to by me this 3rd day of April, 2014.

Tricia Williams
TRICIA FOX WILLIAMS
Certified Court Reporter

Certification Number: 8273
Date of Expiration: 12/31/2015
Firm Registration Number: 341
Business Address:
U.S. Legal Support
363 N. Sam Houston Pkwy E.
Suite 1200
Houston, Texas 77060
(210) 734-7127

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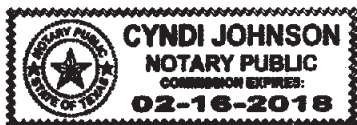
I, RENEE F. McELHANEY, have read the foregoing deposition and hereby affix my signature that same is true and correct, except as noted above.

Renée F. McElhaney
RENEE F. McELHANEY

THE STATE OF TEXAS:
COUNTY OF BEXAR:

Before me, Cyndi Johnson, on this day personally appeared RENEE F. McELHANEY, known to me (or proved to me under oath or through _____) (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 11th day of March, 2014.



Cyndi Johnson
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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NO. 2010-CI-10977

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

BY *Barbara Kay Griffin*

DEPUTY

14 APR -4 PM 3:07

FILED
DOHNA KAY MCKINNEY
DISTRICT CLERK
BEXAR COUNTY

REPORTER'S CERTIFICATION
DEPOSITION OF RON HARRELL
FEBRUARY 28, 2014

CRT

I, Barbara Kay Griffin, Certified Shorthand Reporter in and for the State of Texas, hereby certify to the following:

That the witness, RON HARRELL, was duly sworn by the officer and that the transcript of the oral deposition is a true record of the testimony given by the witness;

That the deposition transcript was submitted on 3-13-14 to the attorney for Defendants for examination, signature, and return to me by

4-02-14;

That the amount of time used by each party at the deposition is as follows:

James L. Drought - 01:16

That pursuant to information given to the

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deposition officer at the time said testimony was taken, the following includes counsel for all parties of record:

James L. Drought and Richard Tinsman,
Attorneys for Plaintiff(s)

Kevin M. Beiter and Patrick K. Sheehan,
Attorneys for Defendant(s)

I further certify that I am neither counsel for, related to, nor employed by any of the parties or attorneys in the action in which this proceeding was taken, and further that I am not financially or otherwise interested in the outcome of the action.

Further certification requirements pursuant to Rule 203 of TRCP will be certified to after they have occurred.

Certified to by me this 10 day of March, 2014.

Barbara Kay Griffin
BARBARA KAY GRIFFIN, Texas CSR
Expiration Date: 12/31/14
Firm Registration No. 631
645 Lockhill Selma, Suite 200
San Antonio, Texas 78216
(210) 697-3400



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FURTHER CERTIFICATION UNDER RULE 203 TRCP

The original deposition ~~was~~ was not returned to the deposition officer on 3-28-14;


If returned, the attached Changes and Signature page contains any changes and the reasons therefor;

If returned, the original deposition was delivered to JAMES L. DROUGHT, Custodial Attorney;

That \$ 408.10 is the deposition officer's charges to the Plaintiffs for preparing the original deposition transcript and any copies of exhibits;

That the deposition was delivered in accordance with Rule 203.3, and that a copy of this certificate was served on all parties shown herein and filed with the Clerk.

Certified to by me this 1st day of April, 2014.


BARBARA KAY GRIFIN, Texas CSE 2494
Expiration Date: 12/31/14
Firm Registration No. 631
645 Lockhill Selma, Suite 200
San Antonio, Texas 78216
(210) 697-3400

By BW

	PAGE	LINE	CHANGE	REASON
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5	8	18	"ANSWERING" TO "ASKING"	CORRECTION TO TESTIMONY
6	11	24	"IT" TO "HE"	" " "
7	23	24	"DISCUSSING" TO "DISCUSSIONS"	" " "
8	27	18	"DONE" TO "DOWN"	" " "
9	35	12	"LONG" TO "LOAN"	" " "
10	44	3	"ATTRACT" TO "EXTRACT"	" " "
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Kim Tindall and Associates, LLC 645 Lockhill Selma, Suite 200 San Anton
 210-697-3400 210

Electronically signed by Barbara Griffin (301-176-817-0609) 47a56033-8z

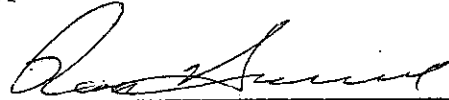
Ron Harrell

March

Page 53

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I, RON HARRELL, have read the foregoing depo
and hereby affix my signature that same is true and
except as noted above.

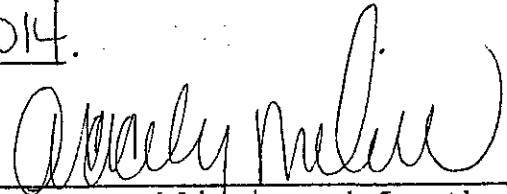


RON HARRELL, Witness

THE STATE OF Texas)
COUNTY OF Harris)

Before me, Aracely Molina, on this day
personally appeared RON HARRELL, known to me (or pro
me under oath or through Driver License #07723018) (descrip
identity card or other document) to be the person who
is subscribed to the foregoing instrument and acknow
to me that they executed the same for the purposes an
consideration therein expressed.

Given under my hand and seal of office this
day of 13th March, 2014.



Notary Public in and for the
of Texas





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NO. 2010-CI-10977

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

FILED
 DONNA KAY HASKINNEY
 DISTRICT CLERK
 BEXAR COUNTY
 2014 APR - 1 PM 4:36
 DEPUTY
Barbara Kay Griffin

REPORTER'S CERTIFICATION
 DEPOSITION OF BRUCE WALLACE
 FEBRUARY 26, 2014

I, Barbara Kay Griffin, Certified Shorthand Reporter in and for the State of Texas, hereby certify to the following:

That the witness, BRUCE WALLACE, was duly sworn by the officer and that the transcript of the oral deposition is a true record of the testimony given by the witness;

That the deposition transcript was submitted on 3-10-14 to the attorney for Defendants for examination, signature, and return to me by

3-31-14 ;

That the amount of time used by each party at the deposition is as follows:

George Spencer, Jr. - 05:16

That pursuant to information given to the

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deposition officer at the time said testimony was taken, the following includes counsel for all parties of record:

George Spencer, Jr. James L. Drought, Richard Tinsman and Sharon Savage, Attorneys for. Plaintiff(s)

Rudy Garza, Attorney for Defendant(s)

I further certify that I am neither counsel for, related to, nor employed by any of the parties or attorneys in the action in which this proceeding was taken, and further that I am not financially or otherwise interested in the outcome of the action.

Further certification requirements pursuant to Rule 203 of TRCP will be certified to after they have occurred.

Certified to by me this 6 day of March, 2014.

Barbara Kay Griffin
BARBARA KAY GRIFFIN, Texas CSR

Expiration Date: 12/31/14
Firm Registration No. 631
645 Lockhill Selma, Suite 200
San Antonio, Texas 78216
(210) 697-3400



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FURTHER CERTIFICATION UNDER RULE 203 TRCP

The original deposition ~~was~~ was not returned to the deposition officer on 3-27-14;


If returned, the attached Changes and Signature page contains any changes and the reasons therefor;

If returned, the original deposition was delivered to GEORGE SPENCER, JR., Custodial Attorney;

That \$ 1868.00 is the deposition officer's charges to the Plaintiffs for preparing the original deposition transcript and any copies of exhibits;

That the deposition was delivered in accordance with Rule 203.3, and that a copy of this certificate was served on all parties shown herein and filed with the Clerk.

Certified to by me this 27th day of March, 2014.

 By BW
BARBARA KAY GRIFFIN, Texas CSR #2494
Expiration Date: 12/31/14
Firm Registration No. 631
645 Lockhill Selma, Suite 200
San Antonio, Texas 78216
(210) 697-3400

CHANGES AND SIGNATURE

WITNESS: BRUCE WALLACE DATE OF DEPOSITION: 2/26/14

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Page 226

1 CHANGES AND SIGNATURE

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3 WITNESS: BRUCE WALLACE DATE OF DEPOSITION: 2/26/14

4 PAGE LINE CHANGE REASON

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Page 228

1 NO. 2010-CI-10977

2

3 JOHN K. MEYER, ET AL,) IN THE DISTRICT COURT

4)

5 Plaintiff(s),)

6 VS.) BEXAR COUNTY, TEXAS

7)

8 JP MORGAN CHASE BANK, N.A.)

9 INDIVIDUALLY/CORPORATELY AND)

10 AS TRUSTEE OF THE SOUTH)

11 TEXAS SYNDICATE TRUST and)

12 GARY P. AYMES,)

13)

14 Defendant(s).) 225TH JUDICIAL DISTRICT

15

16 REPORTER'S CERTIFICATION

17 DEPOSITION OF BRUCE WALLACE

18 FEBRUARY 26, 2014

19

20 I, Barbara Kay Griffin, Certified Shorthand

21 Reporter in and for the State of Texas, hereby certify to

22 the following:

23 That the witness, BRUCE WALLACE, was duly sworn by

24 the officer and that the transcript of the oral deposition

25 is a true record of the testimony given by the witness;

That the deposition transcript was submitted on _____

to the attorney for Defendants for examination, signature, and return to me by _____;

That the amount of time used by each party at the deposition is as follows:

George Spencer, Jr. - 05:16

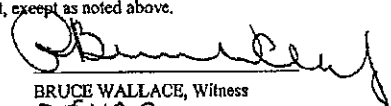
That pursuant to information given to the

Page 227

1 I, BRUCE WALLACE, have read the foregoing

2 deposition and hereby affix my signature that same is true

3 and correct, except as noted above.

4 

5 BRUCE WALLACE, Witness

6 THE STATE OF TEXAS

7 COUNTY OF HARRIS)

8 Before me, TESA Smulcer, on this day

9 personally appeared BRUCE WALLACE, known to me (or proved to

10 me under oath or through _____) (description of

11 identity card or other document) to be the person whose name

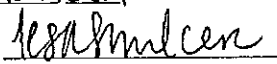
12 is subscribed to the foregoing instrument and acknowledged

13 to me that they executed the same for the purposes and

14 consideration therein expressed.

15 Given under my hand and seal of office this 25

16 day of MARCH, 2014

17 

18 Notary Public in and for the State

19 of HARRIS

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TESA SMULCER

MY COMMISSION EXPIRES

May 18, 2016

Page 229

1 deposition officer at the time said testimony was taken, the

2 following includes counsel for all parties of record:

3 George Spencer, Jr. James L. Drought, Richard

4 Tinsman and Sharon Savage, Attorneys for.

5 Plaintiff(s)

6 Rudy Garza, Attorney for Defendant(s)

7 I further certify that I am neither counsel for,

8 related to, nor employed by any of the parties or attorneys

9 in the action in which this proceeding was taken, and

10 further that I am not financially or otherwise interested in

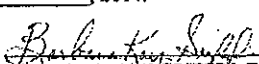
11 the outcome of the action.

12 Further certification requirements pursuant to Rule

13 203 of TRCP will be certified to after they have occurred.

14 Certified to by me this _____ day of

15 _____, 2014.

16 

17 BARBARA KAY GRIFFIN, Texas 2494

18 Expiration Date: 12/31/14

19 Firm Registration No. 631

20 645 Lockhill Selma, Suite 200

21 San Antonio, Texas 78216

22 (210) 697-3400

23

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58 (Pages 226 to 229)

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I, BRUCE WALLACE, have read the foregoing deposition and hereby affix my signature that same is true and correct, except as noted above.

BRUCE WALLACE, Witness

THE STATE OF _____)
COUNTY OF _____)

Before me, _____, on this day personally appeared BRUCE WALLACE, known to me (or proved to me under oath or through _____) (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, _____.

Notary Public in and for the State of _____.

(Consolidated Under)
2010-CI-10977

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

MOTION TO ENTER AMENDED DOCKET CONTROL ORDER

TO THE HONORABLE JUDGE OF SAID COURT:

Now come Plaintiffs and Plaintiff-Intervenors in the above-styled and numbered cause, and file this Motion to Enter Amended Docket Control Order, and would respectfully show unto the Court the following:

1. Plaintiffs' First Motion for Continuance was heard on March 12, 2014 and granted, and the parties are working on an Agreed Amended Docket Control Order based on the new trial date of October 27, 2014.
2. The parties so far have not reached an agreement regarding the form of the order. Wherefore, Plaintiffs and Plaintiff-Intervenors request that the Court enter the order attached as **Exhibit "A"**.

Respectfully submitted,

John B. Massopust (*pro hac vice*)
Matthew J. Gollinger (*pro hac vice*)
ZELLE HOFMANN VOELBEL & MASON LLP
500 Washington Avenue South, Suite 4000
Minneapolis, Minnesota 55415-1152
(612) 339-2020 - Telephone
(612) 336-9100 - Facsimile
**ATTORNEYS FOR INTERVENOR-PLAINTIFFS,
LINDA ALDRICH, ET AL.**

Jim L. Flegle
State Bar No. 07118600
LOEWINSOHN FLEGLE DEARY, L.L.P.
12377 Merit Dr., Suite 900
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(Consolidated Under)
2010-CI-10977

JOHN K. MEYER, ET AL.	§	IN THE DISTRICT COURT
	§	
V.	§	
	§	
JP MORGAN 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

AMENDED DOCKET CONTROL ORDER

On this date, the Court hereby orders the below stated deadlines be complied with by all parties, as follows:

1. This case is set for trial on **October 27, 2014**.
2. Motions for Leave to Designate Responsible Third Parties shall be filed no later than **May 2, 2014**.
3. Plaintiffs shall designate all expert witnesses on or before **June 13, 2014**.¹
4. Defendants shall designate all expert witnesses by **July 18, 2014**.¹
5. Plaintiffs shall file and serve any amended pleadings no later than **July 25, 2014**.
6. The parties must make, upon request, their retained experts available for deposition by **August 8, 2014**, unless otherwise agreed upon.
7. Defendants shall file and serve any amended pleadings no later than **August 11, 2014**.

¹ "Designate" in this Order means to provide all of the information as required in Rule 194.2(f) TRCP and also for retained testifying experts, to provide written reports as described in Rule 195.5 TRCP.

EXHIBIT A

8. The parties shall mediate this matter no later than **September 5, 2014**.
9. All discovery shall be completed by **September 5, 2014**. Any written discovery must be served in such a time that the due date for response is before this date.
10. Any *Daubert/Robinson* Motions concerning experts shall be heard no later than **September 8, 2014** and filed no later than **August 18, 2014**.
11. All parties shall produce their realistic trial witness list, including a designation of whether each witness will testify live or by deposition, to all parties via facsimile or e-mail, no later than 5:00 p.m. on **September 15, 2014**.
12. All parties shall produce their trial exhibit list to all parties via facsimile or e-mail, no later than 5:00 p.m. on **September 15, 2014**.
13. Any dispositive motions shall be heard by the Court no later than **September 19, 2014** and filed no later than **August 11, 2014**.
14. Plaintiffs shall serve designations of deposition testimony, via facsimile or e-mail, no later than 5:00 p.m. on **September 22, 2014**.
15. Defendants shall serve designations of deposition testimony, via facsimile or e-mail, no later than 5:00 p.m. on **September 26, 2014**.
16. Plaintiffs shall designate optional completeness to depositions by **October 3, 2014**.
17. The parties shall file and serve Motions in Limine and exchange proposed jury charges (via facsimile or e-mail) no later than 5:00 p.m. on **October 3, 2014**.
18. Objections to designations of deposition testimony and exhibits, via facsimile or e-mail, no later than 5:00 p.m. on **October 7, 2014**.

19. The parties agree that their counsel will advise opposing counsel by 5:00 p.m. each day during trial of the identity of the witnesses they intend to call at the next day of trial.
20. Pursuant to Rule 191.1 of the Texas Rules of Civil Procedure, the deadlines outlined in this Scheduling Order may be modified by the agreements of the parties or by court order. Any agreements between the parties are enforceable if they comply with Rule 11 or, as it affects an oral deposition, if the agreement is made a part of the record of the deposition.

The previous Docket Control Order is hereby vacated. The March 5, 2014 Order Granting Defendant's Motion to Exclude Evidence Not Disclosed during Discovery and Strike Untimely Expert Opinions is hereby rendered moot since new discovery and expert deadlines are established by this order.

SIGNED this _____ day of March, 2014.

JUDGE MICHAEL MERY

APPROVED:

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By: _____

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ATTORNEYS FOR PLAINTIFFS,
JOHN K. MEYER, ET AL.



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NO. 2010-CI-10977

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

By Theodore Meyer

DEPUTY

14 MAR 25 PM 4:14

FILED
DONNA AYMEKINNEY
DISTRICT CLERK
BEXAR COUNTY

REPORTER'S CERTIFICATION
DEPOSITION OF THEODORE MEYER

FEBRUARY 24, 2014

I, LEESA L. PARKER, Certified Shorthand

Reporter in and for the State of Texas, hereby certify
to the following:

That the Witness, THEODORE MEYER, was duly
sworn by the officer and that the transcript of the oral
deposition is a true record of the testimony given by
the Witness;

That the deposition transcript was submitted on
3-05-14 to the Witness or to the
attorney for the Witness for examination, signature, and
return to me by 3-08-14;

That the amount of time used by each party at
the deposition is as follows:

Mr. Patrick Sheehan - 2:43

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That pursuant to information given to the deposition officer at the time said testimony was taken, the following includes counsel for all parties of record:

Mr. Richard Tinsman/Ms. Sharon Savage, Attorney(s) for Plaintiff(s)
Mr. Patrick Sheehan, Attorney for Defendant(s)

I further certify that I am neither counsel for, related to, nor employed by any of the parties or attorneys in the action in which this proceeding was taken, and further that I am not financially or otherwise interested in the outcome of the action.

Further certification requirements pursuant to Rule 203 of TRCP will be certified to after they have occurred.

Certified to by me this 28 day of February, 2014.



Leesa Parker
LEESA L. PARKER, Texas CSR 5343
Expiration Date: 12/31/2015
KIM TINDALL & ASSOCIATES, LLC
Registration No. 631
645 Lockhill Selma, Suite 200
San Antonio, Texas 78216
(210) 697-3400

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FURTHER CERTIFICATION UNDER RULE 203 TRCP

The original deposition ~~was~~ was not returned to the deposition officer on 3-14-14;

If returned, the attached Changes and Signature page contains any changes and the reasons therefor;

If returned, the original deposition was delivered to MR. PATRICK SHEEHAN, Custodial Attorney;

That \$978.05 is the deposition officer's charges to the Defendant for preparing the original deposition transcript and any copies of exhibits;

That the deposition was delivered in accordance with Rule 203.3, and that a copy of this certificate was served on all parties shown herein on and filed with the Clerk.

Certified to by me this 17th day of March, 2014.

Leesa L. Parker
LEESA L. PARKER, Texas CSR 5343
Expiration Date: 12/31/2015
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CHANGES AND SIGNATURE

WITNESS NAME: THEODORE MEYER
DATE OF DEPOSITION: FEBRUARY 24, 2014

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no changes

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I, THEODORE MEYER, have read the foregoing deposition and hereby affix my signature that same is true and correct, except as noted above.

Theodore Meyer
THEODORE MEYER

THE STATE OF Texas)
COUNTY OF Bexar)

Before me, Theodore Meyer, on this day personally appeared THEODORE MEYER known to me (or proved to me under oath or through _____) (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 11 day of March, 2014.

Rebecca Ann Rodriguez
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



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,

Defendants.

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IN THE DISTRICT COURT

225th JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

WELLS FARGO BANK N.A.'S SECOND MOTION TO QUASH AND MOTION FOR PROTECTIVE ORDER

Wells Fargo Bank N.A. (“Wells Fargo”), in its capacity as Trustee or Co-Trustee for trust entities which hold Certificates of Beneficial Interest in the South Texas Syndicate Trust, files this Motion to Quash and Motion for Protective Order (pursuant to common law and Rule 192.6 TRCP) against Defendant JPMorgan Chase Bank, N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust (“JPMorgan”) with respect to JPMorgan’s Amended Notice of Intention to Take Oral and Videotaped Deposition of the Corporate Representatives of Wells Fargo Bank N.A. (“Deposition Notice”).

SUMMARY OF MOTION

Wells Fargo seeks to quash, or in the alternative modify, Deposition Notice JPMorgan served on Wells Fargo. With its Deposition Notice, JPMorgan attempts to require Wells Fargo to designate a corporate representative to testify to matters well outside the bounds of discovery permissible under the Texas Rules of Civil Procedure and the discovery limitations imposed by Judge Mery’s June 2013 ruling. JPMorgan requests testimony on topics wholly irrelevant to this litigation. They are nonsensical. They seek confidential and proprietary information. And they

seek information about allegations Wells Fargo has not made. Furthermore, Defendants are aware that the Plaintiffs will not call any Wells Fargo representative to testify at trial so there is no need to take any deposition testimony of Wells Fargo corporate representatives Accordingly, Wells Fargo respectfully requests the Court quash or modify JPMorgan's Deposition Notice and issue a protective order protecting Wells Fargo from this request.

BACKGROUND FACTS

I. Summary of the action

Plaintiffs, beneficiaries of the South Texas Syndicate ("STS") Trust, allege JPMorgan mismanaged trust assets and breached its fiduciary duties during its tenure as trustee of the STS Trust. Plaintiffs sued JPMorgan seeking a statutory accounting, removal of JPMorgan as trustee, and damages for JPMorgan's violations of statutory and common law. Plaintiffs further seek judicial reformation of the STS Trust instrument to protect the beneficiaries' interests in the future, provide transparency, define the duties of the trustee, and ensure the efficient and proper administration of the STS Trust.

Since Plaintiffs initiated this matter, JPMorgan has been removed as trustee and issues related to the appointment of a successor trustee have been severed from issues related to JPMorgan's mismanagement and breaches of fiduciary duty such that only matters related to JPMorgan's breaches of fiduciary duty and resulting damages remain before the Court.

II. Wells Fargo's involvement in this matter

Wells Fargo serves as trustee or co-trustee for certain trust entities that hold Certificates of Beneficial Interest in the STS Trust.

III. The Deposition Notice

On May 20, 2014, JPMorgan served upon Wells Fargo an amended Deposition Notice directing Wells Fargo to designate one or more persons to testify to 23 broad topics. A true and correct copy of this Deposition Notice is attached as **Exhibit A**.

ARGUMENT AND AUTHORITIES

Wells Fargo moves for a protective order under Rule 192.6(b) and the common law to protect itself from the abusive burden and harassment that JPMorgan attempts to impose with its Deposition Notice. Specifically, Wells Fargo requests the Court either (1) quash the Deposition Notice in its entirety or (2) limit the scope of discovery sought under the Deposition Notice.

I. Legal standards

To protect the movant from undue burden, unnecessary expense, or harassment, the court may order that: (1) the requested discovery not be sought in whole or in part; (2) the extent or subject matter of discovery be limited; or (3) the discovery be undertaken only upon such terms as directed by the court. Tex. R. Civ. P. 192.6(b). A trial court has the same discretion to modify the scope of a deposition as with written discovery. *See In re West*, 346 S.W.3d 612, 615-16 (Tex. Ct. App. 2009). This discretion extends to deposition notices directed to organizations and corporations. *See In re Univar USA, Inc.*, 311 S.W.3d 183, 186-87 (Tex. Ct. App. 2010).

Although the Texas Rules of Civil Procedure allow for broad discovery, where a deposition notice is directed to an organization, discovery must be limited to matters:

- “[K]nown or reasonably available to the organization[.]” Tex. R. Civ. P. 199.2; and
- Relevant to the case, *In re Univar*, 311 S.W.3d at 186-87.

Further, the court should not allow discovery that is unreasonably cumulative or duplicative, or obtainable from some other source that is more convenient, less burdensome or less expensive, Tex. R. Civ. P. 192.4.

II. Wells Fargo's specific objections to the Deposition Notice

Wells Fargo seeks to quash JPMorgan's Deposition Notice as (1) seeking irrelevant information, (2) seeking information not known or reasonably available to Wells Fargo, (3) seeking information that is confidential and proprietary, (4) making requests for information that are nonsensical under the circumstances presented by this litigation, and (5) making requests to which Wells Fargo has no foundation to respond. Furthermore, Defendants are aware that the Plaintiffs will not call any Wells Fargo representative to testify at trial so there is no need to take any deposition testimony of Wells Fargo corporate representatives. Accordingly, Wells Fargo contends the noticed topics of inquiry are overly broad, unduly burdensome, and harassing and requests the Court quash the Deposition Notice.

The requested Topics of inquiry in JPMorgan's Deposition Notice should be quashed or modified for the following reasons:

TOPICS 1: The identity of the trust entities referred to in the Plea in Intervention filed on or about February 28, 2104.

Wells Fargo seeks to quash this request as harassing, overbroad and unduly burdensome. As trustee to these trust entities, Wells Fargo has a fiduciary duty to ensure the continued confidentiality of its beneficiaries' sensitive and confidential information. Moreover, JP Morgan is in possession of the information concerning trust entities administered by Wells Fargo and has no need for deposition testimony on this topic. Further, this information is wholly irrelevant, as the identity of the trust entities and the identity of the beneficiaries to these trust entities has no bearing on any claim or defense in this litigation.

TOPIC 2: The factual bases for allegations concerning the 2008 Petrohawk leases and JP Morgan's improper conduct contained in Petition paragraphs 132-145 and 147.

Wells Fargo objects to this request as harassing, unduly burdensome and improperly seeking confidential/protected information. No Wells Fargo corporate representative can testify to the factual bases of these allegations. Wells Fargo has made a good faith effort to locate a corporate designee but has no substantive testimony to offer in response to this topic outside of what has been communicated by litigation counsel under the protection of the attorney-client privileges and work product doctrine. It would be wasteful, burdensome and harassing to require a Wells Fargo representative to travel and sit for a deposition where no testimony would be given and only objections and instructions not to answer would be given with respect to these topics. Moreover, Defendants have been repeatedly advised that the Plaintiffs will not call any Wells Fargo representative to testify at trial, as to these allegations or any others, so there is no need to take any deposition testimony of Wells Fargo corporate representative.

TOPICS 3-5, 7-9, 9 (sic), and 12-14: The factual bases for your refusal to adopt and incorporate Petition paragraphs 138, 144, 146, 164, 166, 185, 187, 199 and 202(5) and (11)b., either in part or in their entirety.

Wells Fargo seeks to quash this topic as wholly irrelevant to the litigation and as improperly seeking confidential and privileged information. By and through communications between Wells Fargo in-house counsel and its counsel of record in this litigation, certain claims and allegations were made, and others were not. This request for testimony exclusively seeks information shielded from discovery by the attorney-client privilege and work-product doctrine as the communications and decisions between lawyers concerning a filing ongoing litigation lie at the very heart of those protections. It therefore constitutes harassment and is not made in good faith. It would be wasteful, unduly burdensome and harassing to require a Wells Fargo

representative to travel and sit for a deposition where no testimony would be given and only objections and instructions not to answer would be given with respect to these topics.

TOPIC 6: The factual bases for allegations contained in Petition paragraphs 148-65 and 167 concerning the Hunt Leases and JPMorgan's intentional deception.

Wells Fargo objects to this request as harassing, unduly burdensome and improperly seeking confidential/protected information. No Wells Fargo corporate representative can testify to the factual bases of these allegations. Wells Fargo has made a good faith effort to locate a corporate designee but has no substantive testimony to offer in response to this topic outside of what has been communicated by litigation counsel under the protection of the attorney-client privileges and work product doctrine. It would be wasteful, burdensome and harassing to require a Wells Fargo representative to travel and sit for a deposition where no testimony would be given and only objections and instructions not to answer would be given with respect to these topics. Moreover, Defendants have been repeatedly advised that the Plaintiffs will not call any Wells Fargo representative to testify at trial, as to these allegations or any others, so there is no need to take any deposition testimony of Wells Fargo corporate representative.

TOPIC 10: The factual bases for allegations contained in Petition paragraphs 188-189 concerning JPMorgan's commercial clients having received nearly all the value of the STS asset.

Wells Fargo objects to this request as harassing, unduly burdensome and improperly seeking confidential/protected information. No Wells Fargo corporate representative can testify to the factual bases of these allegations. Wells Fargo has made a good faith effort to locate a corporate designee but has no substantive testimony to offer in response to this topic outside of what has been communicated by litigation counsel under the protection of the attorney-client privileges and work product doctrine. It would be wasteful, burdensome and harassing to require a Wells Fargo representative to travel and sit for a deposition where no testimony would be given

and only objections and instructions not to answer would be given with respect to these topics. Moreover, Defendants have been repeatedly advised that the Plaintiffs will not call any Wells Fargo representative to testify at trial, as to these allegations or any others, so there is no need to take any deposition testimony of Wells Fargo corporate representative.

TOPIC 11: The factual bases for allegations contained in Petition paragraphs 190-200 concerning JP Morgan's failure to devote adequate time/resources to the STS Trust.

Wells Fargo objects to this request as harassing and unduly burdensome and improperly seeking confidential/protected information. Wells Fargo has made a good faith effort to locate a corporate designee but has only found limited substantive testimony to offer in response to this topic outside of what has been communicated by litigation counsel under the protection of the attorney-client privileges and work product doctrine. It would seem to be wasteful, burdensome and harassing to require a Wells Fargo representative to travel and sit for a deposition where only limited testimony would be given and Defendants have been repeatedly advised that the Plaintiffs will not call any Wells Fargo representative to testify at trial, as to these allegations or any others.

TOPIC 15: The factual bases for allegation contained in paragraph 202(11)(c) (damage to the Trust as a result of JPMorgan's failure to resign).

Wells Fargo objects to this request as harassing, unduly burdensome and improperly seeking confidential/protected information. No Wells Fargo corporate representative can testify to the factual bases of these allegations. Wells Fargo has made a good faith effort to locate a corporate designee but has no substantive testimony to offer in response to this topic outside of what has been communicated by litigation counsel under the protection of the attorney-client privileges and work product doctrine. It would be wasteful, burdensome and harassing to require a Wells Fargo representative to travel and sit for a deposition where no testimony would be given and only objections and instructions not to answer would be given with respect to these topics.

Moreover, Defendants have been repeatedly advised that the Plaintiffs will not call any Wells Fargo representative to testify at trial, as to these allegations or any others, so there is no need to take any deposition testimony of Wells Fargo corporate representative.

TOPIC 16: Information Barrier policies applicable to trust administration by national banks.

Wells Fargo objects to this topic as JPMorgan already possesses or should already possess information about any such duties; thus, its request to obtain testimony from Wells Fargo is harassing and unnecessarily burdensome. Wells Fargo further seeks to quash this request as overbroad as it is not reasonably narrowly tailored to any issue in this litigation. Further, Wells Fargo seeks to quash this request as improperly seeking confidential and proprietary information. Given that JPMorgan is one of Wells Fargo's largest competitors, it should not be allowed to discover specific details about Wells Fargo's proprietary business practices. Finally, Wells Fargo seeks to quash this request because it is unduly burdensome and inconsistent with Judge Mery's June 2013 ruling limiting the scope of permissible discovery. In accordance with Judge Mery's ruling, the topic is irrelevant as Wells Fargo's corporate knowledge of information barrier policies have no bearing on any of Plaintiffs' claims or any of JPMorgan's defenses.

No representative of Wells Fargo will be called by the Plaintiffs to testify in this matter, and more specifically, no Wells Fargo representative will be called to give expert testimony on information barrier policies. JPMorgan's attempt to obtain testimony on this topic should be precluded.

TOPICS 17-18: Your interest in serving as trustee of the STS Trust and/or some other person serving as trustee and any internal communications regarding the same.

Wells Fargo seeks to quash this request as irrelevant and harassment. Issues related to the appointment of a successor trustee have been severed out of this litigation from issues

remaining related to whether JPMorgan properly carried out its duties as trustee of the STS Trust and the damages resulting from JPMorgan's acts and omissions. As such, any alleged interest or desire of Wells Fargo to serve as trustee of the STS Trust and/or some other person serving as trustee of the STS Trust has no bearing on the issues remaining in this matter.

TOPIC 19: The duties and responsibilities of a corporate trustee with respect to investigating public and/or private information regarding entities with which a corporate trustee is considering entering into contracts, including mineral leases.

Wells Fargo objects to this topic as JPMorgan already possesses or should already possess information about any such duties; thus, its request to obtain testimony from Wells Fargo is harassing and unnecessarily burdensome. Wells Fargo further seeks to quash this request as overbroad. The topic described is so broad (any investigation with respect to any and all public or private information with respect to any contract) it would be impossible to prepare a corporate representative to testify on the matter. This topic is so broad that it is essentially an incomplete hypothetical question for which there can be no responsive testimony. Further, Wells Fargo seeks to quash this request as improperly seeking confidential and proprietary information. Given that JPMorgan is one of Wells Fargo's largest competitors, it should not be allowed to discover specific details about Wells Fargo's proprietary business practices. Finally, Wells Fargo seeks to quash this request because it is unduly burdensome and inconsistent with Judge Mery's June 2013 ruling limiting the scope of permissible discovery. In accordance with Judge Mery's ruling, the topic is irrelevant as Wells Fargo's corporate knowledge of the duties and responsibilities with respect to investigation have no bearing on any of Plaintiffs' claims or any of JPMorgan's defenses.

No representative of Wells Fargo will be called by the Plaintiffs to testify in this matter, and more specifically, no Wells Fargo representative will be called to give expert testimony on a

trustee's investigative duties. JPMorgan's attempt to obtain testimony on this topic should be precluded.

TOPIC 20: The duties and responsibilities of a corporate trustee with respect to checking and evaluating conflicts with respect to entities with which a corporate trustee is considering entering into contracts, including mineral leases.

Wells Fargo objects to this topic as JPMorgan already possesses or should already possess information about any such duties; thus, its request to obtain testimony from Wells Fargo is harassing and unnecessarily burdensome. Wells Fargo further seeks to quash this request as overbroad. The topic described is so broad (any investigation with respect to any and all potential conflicts with respect to any entities with which the trustee might contract) it would be impossible to prepare a corporate representative to testify on the matter. This topic is so broad that it is essentially an incomplete hypothetical question for which there can be no responsive testimony. Further, Wells Fargo seeks to quash this request as improperly seeking confidential and proprietary information. Given that JPMorgan is one of Wells Fargo's largest competitors, it should not be allowed to discover specific details about Wells Fargo's proprietary business practices. Finally, Wells Fargo seeks to quash this request because it is unduly burdensome and inconsistent with Judge Mery's June 2013 ruling limiting the scope of permissible discovery. In accordance with Judge Mery's ruling, this topic is irrelevant as Wells Fargo's corporate knowledge of the duties and responsibilities with respect to conflict of interest investigation have no bearing on any of Plaintiffs' claims or any of JPMorgan's defenses.

No representative of Wells Fargo will be called by the Plaintiffs to testify in this matter, and more specifically, no Wells Fargo representative will be called to give expert testimony on pre-contractual conflict of interest evaluations. JPMorgan's attempt to obtain testimony on this topic should be precluded.

TOPIC 21: The duties and responsibilities of a corporate trustee to disclose to its beneficiaries the existence and extent of any non trust relationship with a commercial entity with which the corporate trustee intends to enter into related contracts, including mineral leases.

Wells Fargo objects to this topic as JPMorgan already possesses or should already possess information about any such duties; thus, its request to obtain testimony from Wells Fargo is harassing and unnecessarily burdensome. Wells Fargo further seeks to quash this request as overbroad. The topic described is so broad (any duties with respect to any disclosure concerning any non-trust relationship with respect to any trust-related contract) it would be impossible to prepare a corporate representative to testify on the matter. This topic is so broad that it is essentially an incomplete hypothetical question for which there can be no responsive testimony. Further, Wells Fargo seeks to quash this request as improperly seeking confidential and proprietary information. Given that JPMorgan is one of Wells Fargo's largest competitors, it should not be allowed to discover specific details about Wells Fargo's proprietary business practices. Finally, Wells Fargo seeks to quash this request because it is unduly burdensome and inconsistent with Judge Mery's June 2013 ruling limiting the scope of permissible discovery. In accordance with Judge Mery's ruling, this topic is irrelevant as Wells Fargo's corporate knowledge of the duties and responsibilities with respect to conflict of interest disclosures have no bearing on any of Plaintiffs' claims or any of JPMorgan's defenses.

No representative of Wells Fargo will be called by the Plaintiffs to testify in this matter, and more specifically, no Wells Fargo representative will be called to give expert testimony on disclosures to beneficiaries. JPMorgan's attempt to obtain testimony on this topic should be precluded.

TOPIC 22: Wells Fargo's participation in any credit agreement with Petrohawk from 2005 to the present.

Wells Fargo seeks to quash this request as overbroad, irrelevant, harassing and beyond the scope of permissible discovery as limited by Judge Mery's June 2013 ruling. Any credit agreement between Wells Fargo and Petrohawk has no relationship to any issue in this litigation whatsoever. Further, Wells Fargo seeks to quash this request as improperly seeking confidential and proprietary information.

TOPIC 23: The identity of the persons primarily responsible for administering the trusts holding STS beneficial interests since 2008.

Wells Fargo seeks to quash this request as it seeks testimony on a topic that is irrelevant to any claim or defense in this litigation. Wells Fargo further objects to this topic as unduly burdensome and harassing. Even if this information were relevant, it is not reasonable to require a deponent to travel and sit for a deposition simply for the purpose of reading a list of names into the record. This requested discovery is wasteful and unnecessary, but if it were to be permitted, it should only be in the form of a written interrogatory.

CONCLUSION

WHEREFORE, Wells Fargo prays the Court grant this Motion, quash the Deposition Notice in its entirety, and sign a protective order protecting Wells Fargo from JPMorgan's discovery request. Alternatively, Wells Fargo requests the Court modify the Deposition Notice limiting the areas of inquiry to those topics within the scope of permissible discovery and consistent with Judge Mery's June 2013 ruling.

Dated: May 23, 2014

Respectfully submitted,

By: /s/ Matthew J. Gollinger

**ZELLE HOFMANN VOELBEL &
MASON LLP**

JOHN B. MASSOPUST (*pro hac vice*)
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**ATTORNEYS FOR PLAINTIFF
INTERVENOR WELLS FARGO BANK,
N.A.**

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing instrument has been served via email on the below listed counsel of record via the method indicated, this 23rd day of May, 2014:

Patrick K. Sheehan
David Jed Williams
Rudy Garza
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The Quarry Heights Building
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Telephone: 210-227-7121
Facsimile: 210-227-0732

/s/ Matthew J. Gollinger
Matthew J. Gollinger

Exhibit A

CAUSE NO. 2010-CI-10977

JOHN K. MEYER, ET. AL.

VS.

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

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IN THE DISTRICT COURT

225TH JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

**SECOND AMENDED NOTICE OF INTENTION TO TAKE ORAL AND VIDEOTAPED
DEPOSITION OF THE CORPORATE REPRESENTATIVES
OF WELLS FARGO BANK, N.A.**

Defendants will take the oral deposition of WELLS FARGO BANK, N.A., in its representative capacity as described in its Plea in Intervention, at the following date, time, and place:

Date: June 10, 2014
Time: 9:30 a.m.
Place: Tinsman & Sciano, Inc.
10107 McAllister Frwy.
San Antonio, Texas 78216

The deposition shall continue from day to day until the deposition is completed. The deposition will be recorded by stenographic means and may also be recorded by videotape.

The matters upon which examination is requested are listed in the attached Exhibit "A." Under TRCP 199.2(b)(1), the deponent WELLS FARGO BANK, N.A., in its representative capacity as described in its Plea in Intervention, "must – a reasonable time before the deposition – designate one or more individuals to testify on its behalf and set forth, for each individual designated, the matters on which the individual will testify."

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER
WITTENBERG & GARZA INCORPORATED**

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By: 

Patrick K. Sheehan
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Rudy A. Garza
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And

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State Bar No. 07281500
John C. Eichman
State Bar No. 06494800
Amy S. Bowen
State Bar No. 24028216

ATTORNEYS FOR DEFENDANTS

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing SECOND AMENDED NOTICE OF INTENTION TO TAKE ORAL AND VIDEOTAPED DEPOSITION OF THE CORPORATE REPRESENTATIVES OF WELLS FARGO BANK, N.A. was served upon the following, in the manner indicated, on May 20, 2014:

Mr. George Spencer, Jr.
Mr. Robert Rosenbach
CLEMENS & SPENCER
112 East Pecan St., Suite 1300
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VIA EMAIL

Mr. James L. Drought
Ian Bolden
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Mr. Richard Tinsman
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Mr. Michael S. Christian
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VIA EMAIL

Mr. Fred W. Stumpf
GLAST, PHILLIPS & MURRAY
Nine Greenway Plaza, Suite 3100
Houston, Texas 77046

VIA EMAIL



David Ted Williams

EXHIBIT "A"

I. DEFINITIONS

The following definitions shall have the following meanings, unless the context requires otherwise:

- a. **"Communication"** or **"communications"** means the transmittal of information (in the form of facts, ideas, inquiries or otherwise) and includes, without limitation, every manner or means of statement, utterance, notation, disclaimer, transfer or exchange of information of any nature whatsoever, by or to whomever, whether oral or written or whether face-to-face, by telephone, mail, facsimile, electronic mail (email), personal delivery or otherwise, including but not limited to, correspondence, conversations, dialogue, discussions, interviews, consultations, agreements, and other understandings.
- b. **"Person"** or **"persons"** shall mean natural persons, firms, partnerships, associations, joint ventures, limited liability companies, corporations, and any other form of business organization or arrangement, as well as governmental or quasi-governmental agencies. If other than a natural person, include all natural persons associated with such entity.
- c. **"Concern"** or **"concerning"** or **"referring"** or **"pertaining"** or **"relating to"** means, in whole or in part, directly or indirectly, referring to, relating to, connected with, commenting on, responding to, showing, describing, analyzing, reflecting, and constituting.
- d. **"You"** or **"Your"** or **"Yours"** means WELLS FARGO BANK, N.A., in its representative capacity as described in its Amended Plea in Intervention and its agents, assigns, employees, attorneys, investigators, and all other representatives, persons or entities acting for or on its behalf.
- e. **"JPMorgan"** means Defendant, JPMorgan Chase Bank, N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust, its agents or representatives, owners, officers, employees, predecessors and/or successors in interests and all other persons or entities acting in concert with it or under its control, whether directly or indirectly, including any attorney.
- f. **"Defendant"** means JPMorgan Chase Bank, N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust, including its respective (as applicable) agents or representatives, owners, officers, employees, predecessors and/or successors in interests and all other persons or entities acting in concert with them or under their control, whether directly or indirectly, including any attorney.
- g. **"STS Trust"** means the South Texas Syndicate Trust described in Plaintiffs' Sixth

Amended Petition including, without limitation all assets owned or controlled by the STS Trust.

- h. “**STS Trust Minerals**” means the mineral interests owned by the STS Trust under approximately 132,000 acres of land in La Salle and McMullen Counties, Texas described in Plaintiffs’ Sixth Amended Petition.
- i. “**Trust Beneficiary(ies)**” means the holders of certificates of beneficial interests in the STS Trust.
- j. “**Petition**” means Plaintiffs’ Sixth Amended Petition

II. MATTERS UPON WHICH EXAMINATION IS REQUESTED

1. The identity of the “twenty-three (23) trust entities” and beneficiaries referred to in the Amended Plea in Intervention You filed on or about February 28, 2014.
2. The factual basis for your allegations regarding the 2008 Petrohawk Leases and JPMorgan’s improper conduct contained in ¶¶ 132-145 and 147 of the Petition.
3. The factual basis for your refusal to adopt and incorporate ¶ 138 of the Petition to the extent it alleges willful bad faith.
4. The factual basis for your refusal to adopt and incorporate ¶ 144 of the Petition to the extent it alleges intentional mishandling.
5. The factual basis for your refusal to adopt and incorporate ¶ 146 in its entirety.
6. The factual basis for your allegations regarding the Hunt Leases and JPMorgan’s intentional deception contained in ¶¶ 148-165 and 167 of the Petition.
7. The factual basis for your refusal to adopt and incorporate ¶ 164 to the extent it attributes actual knowledge of the investment banking report and lease assignment to JPMorgan’s trust department.
8. The factual basis for your refusal to adopt and incorporate ¶ 166 in its entirety.
9. The factual basis for your refusal to adopt and incorporate ¶ 185 in its entirety.
9. The factual basis for your refusal to adopt and incorporate ¶ 187 in its entirety.
10. The factual basis for your allegations regarding JPMorgan’s commercial clients having received nearly all of the value of the STS asset contained in ¶¶ 188-189 of the Petition.
11. The factual basis for your allegations regarding JPMorgan’s failure to devote adequate time

and resources to the STS Trust contained in ¶¶ 190-200 of the Petition (except for ¶ 199 to the extent it alleges conflicts of interest).

12. The factual basis for your refusal to adopt for ¶ 199 to the extent it alleges conflicts of interest.
13. The factual basis for your refusal to adopt and incorporate ¶ 202, subpart (5) in its entirety.
14. The factual basis for your refusal to adopt and incorporate ¶ 202, subpart (11)b. to the extent it alleges conflicts of interest.
15. The factual basis for your allegations regarding the resignation of JPMorgan contained in ¶ 02(11)(c) of the Petition.
16. Information barrier policies applicable to trust administration by national banks.
17. Your interest or desire to serve as Trustee of the STS Trust and/or some other person serving as Trustee of the STS Trust.
18. Internal communications mentioning or pertaining to your serving as Trustee of the STS Trust and/or some other person serving as Trustee of the STS Trust.
19. The duties and responsibilities of a corporate trustee with respect to investigating public and/or private information regarding entities with which a corporate trustee is considering entering into contracts, including mineral leases.
20. The duties and responsibilities of a corporate trustee to check and evaluate conflicts with respect to entities with which a corporate trustee is considering entering into contracts, including mineral leases.
21. The duties and responsibilities of a corporate trustee to disclose to its beneficiaries the existence and extent of any non trust relationship with a commercial entity with which the corporate trustee intends to enter into trust related contracts, including mineral leases.
22. WELLS FARGO BANK, N.A.'s participation in any credit agreement with Petrohawk from 2005 to the present.
23. Identity of the persons primarily responsible for administering the trusts holding STS beneficial interests since 2008.

CAUSE NO. 2010-CI-10977

JOHN K. MEYER, *ET AL.*,

Plaintiffs,

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

Defendants.

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IN THE DISTRICT COURT

225th JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

**U.S. BANK NATIONAL ASSOCIATION'S SECOND MOTION TO QUASH AND
MOTION FOR PROTECTIVE ORDER**

U.S. Bank National Association, in its capacity as Trustee or Co-Trustee for various trust entities and as agent for two individuals holding Certificates of Beneficial Interest in the South Texas Syndicate Trust ("U.S. Bank"), files this Motion to Quash and Motion for Protective Order (pursuant to common law and Rule 192.6 TRCP) against Defendant JPMorgan Chase Bank, N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust ("JPMorgan") with respect to JPMorgan's Second Amended Notice of Intention to Take Oral and Videotaped Deposition of the Corporate Representatives of U.S. Bank National Association ("Deposition Notice").

SUMMARY OF MOTION

U.S. Bank seeks to quash, or in the alternative modify, Deposition Notice JPMorgan served on U.S. Bank. With its Deposition Notice, JPMorgan attempts to require U.S. Bank to designate a corporate representative to testify to matters outside the bounds of discovery permissible under the Texas Rules of Civil Procedure and the discovery limitations imposed by Judge Mery's June 2013 ruling. JPMorgan seeks confidential and proprietary information, as

well as testimony on topics wholly irrelevant to the litigation at hand. Furthermore, Defendants are aware that the Plaintiffs will not call any U.S. Bank representative to testify at trial so there is no need to take any deposition testimony of U.S. Bank corporate representatives. Accordingly, U.S. Bank respectfully requests the Court quash or modify JPMorgan's Deposition Notice and issue a protective order protecting U.S. Bank from this requested discovery.

BACKGROUND FACTS

I. Summary of the action

Plaintiffs, beneficiaries of the South Texas Syndicate ("STS") Trust, allege JPMorgan mismanaged trust assets and breached its fiduciary duties during its tenure as trustee of the STS Trust. Plaintiffs sued JPMorgan seeking a statutory accounting, removal of JPMorgan as trustee, and damages for JPMorgan's violations of statutory and common law. Plaintiffs further seek judicial reformation of the STS Trust instrument to protect the beneficiaries' interests in the future, provide transparency, define the duties of the trustee, and ensure the efficient and proper administration of the STS Trust.

Since Plaintiffs initiated this matter, JPMorgan has been removed as trustee and issues related to the appointment of a successor trustee have been severed from issues related to JPMorgan's mismanagement and breaches of fiduciary duty such that only matters related to JPMorgan's breaches of fiduciary duty and resulting damages remain before the Court.

II. U.S. Bank's involvement in this matter

Plaintiff U.S. Bank serves as agent, trustee, or co-trustee for various financial instruments that hold Certificates of Beneficial Interest in the STS Trust.

III. The Deposition Notice

On May 20, 2014, JPMorgan served upon U.S. Bank a Deposition Notice directing U.S. Bank to designate one or more persons to testify to 13 broad topics. A true and correct copy of the Deposition Notice is attached as **Exhibit A**.

ARGUMENT AND AUTHORITIES

U.S. Bank moves for a protective order under Rule 192.6(b) and the common law to protect itself from the abusive burden and harassment that JPMorgan attempts to impose with its Deposition Notice. Specifically, U.S. Bank requests the Court either (1) quash the Deposition Notice in its entirety or (2) limit the scope of discovery sought under the Deposition Notice.

I. Legal standards

To protect the movant from undue burden, unnecessary expense, or harassment, the court may order that: (1) the requested discovery not be sought in whole or in part; (2) the extent or subject matter of discovery be limited; or (3) the discovery be undertaken only upon such terms as directed by the court. Tex. R. Civ. P. 192.6(b). A trial court has the same discretion to modify the scope of a deposition as with written discovery. *See In re West*, 346 S.W.3d 612, 615-16 (Tex. Ct. App. 2009). This discretion extends to deposition notices directed to organizations and corporations. *See In re Univar USA, Inc.*, 311 S.W.3d 183, 186-87 (Tex. Ct. App. 2010).

Although the Texas Rules of Civil Procedure allow for broad discovery, where a deposition notice is directed to an organization, discovery must be limited to matters:

- “[K]nown or reasonably available to the organization[.]” Tex. R. Civ. P. 199.2; and
- Relevant to the case, *In re Univar*, 311 S.W.3d at 186-87.

Further, the court should not allow discovery that is unreasonably cumulative or duplicative, or obtainable from some other source that is more convenient, less burdensome or less expensive, Tex. R. Civ. P. 192.4.

II. U.S. Bank's specific objections to the Deposition Notice

U.S. Bank seeks to quash JPMorgan's Deposition Notice as (1) seeking irrelevant information, (2) seeking information not known or reasonably available to U.S. Bank, (3) seeking information that is confidential and proprietary, (4) making requests for information that are nonsensical under the circumstances presented by this litigation, and (5) making requests to which U.S. Bank has no foundation to respond. Accordingly, U.S. Bank contends the noticed topics of inquiry are overly broad, unduly burdensome, and harassing and requests the Court quash the Deposition Notice.

The requested Topics of inquiry in JPMorgan's Deposition Notice should be quashed or modified for the following reasons:

TOPICS 1-5: The factual bases for allegations contained in Petition paragraphs 132-137 (2008 Petrohawk leases and JPMorgan's improper conduct), 148-167 (Hunt Leases and JPMorgan's intentional deception), 188-189 (JPMorgan's commercial clients having received nearly all the value of the STS asset), 190-200 (JPMorgan's failure to devote adequate time/resources to the STS Trust), and 202(11)(c) (damage to the Trust as a result of JPMorgan's failure to resign).

U.S. Bank objects to this request as harassing, unduly burdensome and improperly seeking confidential/protected information. No U.S. Bank corporate representative can testify to the factual bases of these allegations. U.S. Bank has made a good faith effort to locate a corporate designee but has no substantive testimony to offer in response to this topic outside of what has been communicated by litigation counsel under the protection of the attorney-client privileges and work product doctrine. It would be wasteful, burdensome and harassing to require a U.S. Bank representative to travel and sit for a deposition where no testimony would be given

and only objections and instructions not to answer would be given with respect to these topics. Moreover, Defendants have been repeatedly advised that the Plaintiffs will not call any U.S. Bank representative to testify at trial, as to these allegations or any others, so there is no need to take any deposition testimony of U.S. Bank corporate representative.

TOPIC 6: Information Barrier policies applicable to trust administration by national banks.

U.S. Bank objects to this topic as JPMorgan already possesses or should already possess information about any such duties; thus, its request to obtain testimony from U.S. Bank is harassing and unnecessarily burdensome. U.S. Bank further seeks to quash this request as overbroad as it is not reasonably narrowly tailored to any issue in this litigation. Further, U.S. Bank seeks to quash this request as improperly seeking confidential and proprietary information. Given that JPMorgan is one of U.S. Bank's largest competitors, it should not be allowed to discover specific details about U.S. Bank's proprietary business practices. Finally, U.S. Bank seeks to quash this request because it is unduly burdensome and inconsistent with Judge Mery's June 2013 ruling limiting the scope of permissible discovery. In accordance with Judge Mery's ruling, the topic is irrelevant as U.S. Bank's corporate knowledge of information barrier policies have no bearing on any of Plaintiffs' claims or any of JPMorgan's defenses.

No representative of U.S. Bank will be called by the Plaintiffs to testify in this matter, and more specifically, no U.S. Bank representative will be called to give expert testimony on information barrier policies. JPMorgan's attempt to obtain testimony on this topic should be precluded.

TOPICS 7-8: Your interest in serving as trustee of the STS Trust and/or some other person serving as trustee and any internal communications regarding the same.

U.S. Bank seeks to quash this request as irrelevant and harassment. Issues related to the appointment of a successor trustee have been severed out of this litigation from issues remaining related to whether JPMorgan properly carried out its duties as trustee of the STS Trust and the damages resulting from JPMorgan's acts and omissions. As such, any alleged interest or desire of U.S. Bank to serve as trustee of the STS Trust and/or some other person serving as trustee of the STS Trust has no bearing on the issues remaining in this matter.

TOPIC 9: The duties and responsibilities of a corporate trustee with respect to investigating public and/or private information regarding entities with which a corporate trustee is considering entering into contracts, including mineral leases.

U.S. Bank objects to this topic as JPMorgan already possesses or should already possess information about any such duties; thus, its request to obtain testimony from U.S. Bank is harassing and unnecessarily burdensome. U.S. Bank further seeks to quash this request as overbroad. The topic described is so broad (any investigation with respect to any and all public or private information with respect to any contract) it would be impossible to prepare a corporate representative to testify on the matter. This topic is so broad that it is essentially an incomplete hypothetical question for which there can be no responsive testimony. Further, U.S. Bank seeks to quash this request as improperly seeking confidential and proprietary information. Given that JPMorgan is one of U.S. Bank's largest competitors, it should not be allowed to discover specific details about U.S. Bank's proprietary business practices. Finally, U.S. Bank seeks to quash this request because it is unduly burdensome and inconsistent with Judge Mery's June 2013 ruling limiting the scope of permissible discovery. In accordance with Judge Mery's ruling, the topic is irrelevant as U.S. Bank's corporate knowledge of the duties and responsibilities with respect to investigation have no bearing on any of Plaintiffs' claims or any of JPMorgan's defenses.

No representative of U.S. Bank will be called by the Plaintiffs to testify in this matter, and more specifically, no U.S. Bank representative will be called to give expert testimony on a trustee's investigative duties. JPMorgan's attempt to obtain testimony on this topic should be precluded.

TOPIC 10: The duties and responsibilities of a corporate trustee with respect to checking and evaluating conflicts with respect to entities with which a corporate trustee is considering entering into contracts, including mineral leases.

U.S. Bank objects to this topic as JPMorgan already possesses or should already possess information about any such duties; thus, its request to obtain testimony from U.S. Bank is harassing and unnecessarily burdensome. U.S. Bank further seeks to quash this request as overbroad. The topic described is so broad (any investigation with respect to any and all potential conflicts with respect to any entities with which the trustee might contract) it would be impossible to prepare a corporate representative to testify on the matter. This topic is so broad that it is essentially an incomplete hypothetical question for which there can be no responsive testimony. Further, U.S. Bank seeks to quash this request as improperly seeking confidential and proprietary information. Given that JPMorgan is one of U.S. Bank's largest competitors, it should not be allowed to discover specific details about U.S. Bank's proprietary business practices. Finally, U.S. Bank seeks to quash this request because it is unduly burdensome and inconsistent with Judge Mery's June 2013 ruling limiting the scope of permissible discovery. In accordance with Judge Mery's ruling, this topic is irrelevant as U.S. Bank's corporate knowledge of the duties and responsibilities with respect to conflict of interest investigation have no bearing on any of Plaintiffs' claims or any of JPMorgan's defenses.

No representative of U.S. Bank will be called by the Plaintiffs to testify in this matter, and more specifically, no U.S. Bank representative will be called to give expert testimony on

pre-contractual conflict of interest evaluations. JPMorgan's attempt to obtain testimony on this topic should be precluded.

TOPIC 11: The duties and responsibilities of a corporate trustee to disclose to its beneficiaries the existence and extent of any non trust relationship with a commercial entity with which the corporate trustee intends to enter into related contracts, including mineral leases.

U.S. Bank objects to this topic as JPMorgan already possesses or should already possess information about any such duties; thus, its request to obtain testimony from U.S. Bank is harassing and unnecessarily burdensome. U.S. Bank further seeks to quash this request as overbroad. The topic described is so broad (any duties with respect to any disclosure concerning any non-trust relationship with respect to any trust-related contract) it would be impossible to prepare a corporate representative to testify on the matter. This topic is so broad that it is essentially an incomplete hypothetical question for which there can be no responsive testimony. Further, U.S. Bank seeks to quash this request as improperly seeking confidential and proprietary information. Given that JPMorgan is one of U.S. Bank's largest competitors, it should not be allowed to discover specific details about U.S. Bank's proprietary business practices. Finally, U.S. Bank seeks to quash this request because it is unduly burdensome and inconsistent with Judge Mery's June 2013 ruling limiting the scope of permissible discovery. In accordance with Judge Mery's ruling, this topic is irrelevant as U.S. Bank's corporate knowledge of the duties and responsibilities with respect to conflict of interest disclosures have no bearing on any of Plaintiffs' claims or any of JPMorgan's defenses.

No representative of U.S. Bank will be called by the Plaintiffs to testify in this matter, and more specifically, no U.S. Bank representative will be called to give expert testimony on

disclosures to beneficiaries. JPMorgan's attempt to obtain testimony on this topic should be precluded.

TOPIC 12: U.S. Bank's participation in any credit agreement with Petrohawk from 2005 to the present.

U.S. Bank seeks to quash this request as overbroad, irrelevant, harassing and beyond the scope of permissible discovery as limited by Judge Mery's June 2013 ruling. Any credit agreement between U.S. Bank and Petrohawk has no relationship to any issue in this litigation whatsoever. Further, U.S. Bank seeks to quash this request as improperly seeking confidential and proprietary information.

TOPIC 13: The identity of the persons primarily responsible for administering the trusts holding STS beneficial interests since 2008.

U.S. Bank seeks to quash this request as it seeks testimony on a topic that is irrelevant to any claim or defense in this litigation. U.S. Bank further objects to this topic as unduly burdensome and harassing. Even if this information were relevant, it is not reasonable to require a deponent to travel and sit for a deposition simply for the purpose of reading a list of names into the record. This requested discovery is wasteful and unnecessary, but if it were to be permitted, it should only be in the form of a written interrogatory.

CONCLUSION

WHEREFORE, U.S. Bank prays the Court grant this Motion, quash the Deposition Notice in its entirety, and sign a protective order protecting U.S. Bank from JPMorgan's discovery request. Alternatively, U.S. Bank requests the Court modify the Deposition Notice limiting the areas of inquiry to those topics within the scope of permissible discovery and consistent with Judge Mery's June 2013 ruling.

Dated: May 23, 2014

Respectfully submitted,

/s/ Matthew J. Gollinger

**ZELLE HOFMANN VOELBEL &
MASON LLP**

JOHN B. MASSOPUST (*pro hac vice*)
MATTHEW J. GOLLINGER (*pro hac vice*)
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Facsimile: (612) 336-9100

**ATTORNEYS FOR PLAINTIFF
INTERVENORS U.S. BANK NATIONAL
ASSOCIATION AND U.S. BANK TRUST
NATIONAL ASSOCIATION SD**

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing instrument has been served via email on the below listed counsel of record via the method indicated, this 23rd day of May, 2014:

Patrick K. Sheehan
David Jed Williams
Rudy Garza
HORNBERGER SHEEHAN FULLER
& BEITER, INC.
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San Antonio, TX 78205
Telephone: 210-227-7121
Facsimile: 210-227-0732

/s/ Matthew J. Gollinger
Matthew J. Gollinger

Exhibit A

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

**SECOND AMENDED NOTICE OF INTENTION TO TAKE ORAL AND VIDEOTAPED
DEPOSITION OF THE CORPORATE REPRESENTATIVES
OF US BANK NATIONAL ASSOCIATION**

Defendants will take the oral deposition of US BANK NATIONAL ASSOCIATION, in its representative capacity as described in its Amended Plea in Intervention, at the following date, time, and place:

Date: June 11, 2014
Time: 9:30 a.m.
Place: Tinsman & Sciano, Inc.
10107 McAllister Frwy.
San Antonio, Texas 78216

The deposition shall continue from day to day until the deposition is completed. The deposition will be recorded by stenographic means and may also be recorded by videotape.

The matters upon which examination is requested are listed in the attached Exhibit "A." Under TRCP 199.2(b)(1), the deponent US BANK NATIONAL ASSOCIATION in its representative capacity as described in its Plea in Intervention, "must – a reasonable time before the deposition – designate one or more individuals to testify on its behalf and set forth, for each individual designated, the matters on which the individual will testify."

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER
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ATTORNEYS FOR DEFENDANTS

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing SECOND AMENDED NOTICE OF INTENTION TO TAKE ORAL AND VIDEOTAPED DEPOSITION OF THE CORPORATE REPRESENTATIVES OF US BANK NATIONAL ASSOCIATION was served upon the following, in the manner indicated, on May 20, 2014:

Mr. George Spencer, Jr.
Mr. Robert Rosenbach
CLEMENS & SPENCER
112 East Pecan St., Suite 1300
San Antonio, Texas 78205

VIA EMAIL

Mr. James L. Drought
Ian Bolden
DROUGHT DROUGHT & BOBBITT, LLP
112 East Pecan St., Suite 2900
San Antonio, Texas 78205

VIA EMAIL

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

VIA EMAIL

Mr. David R. Deary
Mr. Jim L. Flegle
LOEWINSOHN FLEGLE DEARY, L.L.P.
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Dallas, Texas 75251

VIA EMAIL

Mr. John B. Massopust
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VIA EMAIL

Mr. Matthew Gollinger
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Minneapolis, MN 55415-1152

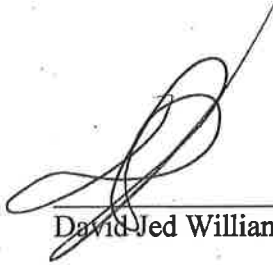
VIA EMAIL

Mr. Michael S. Christian
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44 Montgomery Street, Suite 3400
San Francisco, California 94104

VIA EMAIL

Mr. Fred W. Stumpf
GLAST, PHILLIPS & MURRAY
Nine Greenway Plaza, Suite 3100
Houston, Texas 77046

VIA EMAIL



David Jed Williams

EXHIBIT "A"

I. DEFINITIONS

The following definitions shall have the following meanings, unless the context requires otherwise:

- a. **"Communication"** or **"communications"** means the transmittal of information (in the form of facts, ideas, inquiries or otherwise) and includes, without limitation, every manner or means of statement, utterance, notation, disclaimer, transfer or exchange of information of any nature whatsoever, by or to whomever, whether oral or written or whether face-to-face, by telephone, mail, facsimile, electronic mail (email), personal delivery or otherwise, including but not limited to, correspondence, conversations, dialogue, discussions, interviews, consultations, agreements, and other understandings.
- b. **"Person"** or **"persons"** shall mean natural persons, firms, partnerships, associations, joint ventures, limited liability companies, corporations, and any other form of business organization or arrangement, as well as governmental or quasi-governmental agencies. If other than a natural person, include all natural persons associated with such entity.
- c. **"Concern"** or **"concerning"** or **"referring"** or **"pertaining"** or **"relating to"** means, in whole or in part, directly or indirectly, referring to, relating to, connected with, commenting on, responding to, showing, describing, analyzing, reflecting, and constituting.
- d. **"You"** or **"Your"** or **"Yours"** means US BANK NATIONAL ASSOCIATION and its agents, assigns, employees, attorneys, investigators, and all other representatives, persons or entities acting for or on its behalf, and/or persons or entities in which it owns any interest.
- e. **"JPMorgan"** means Defendant, JPMorgan Chase Bank, N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust, its agents or representatives, owners, officers, employees, predecessors and/or successors in interests and all other persons or entities acting in concert with it or under its control, whether directly or indirectly, including any attorney.
- f. **"Defendant"** means JPMorgan Chase Bank, N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust, including its respective (as applicable) agents or representatives, owners, officers, employees, predecessors and/or successors in interests and all other persons or entities acting in concert with them or under their control, whether directly or indirectly, including any attorney.
- g. **"STS Trust"** means the South Texas Syndicate Trust described in Plaintiffs' Sixth Amended Petition including, without limitation all assets owned or controlled by the

STS Trust.

- h. **“STS Trust Minerals”** means the mineral interests owned by the STS Trust under approximately 132,000 acres of land in La Salle and McMullen Counties, Texas described in Plaintiffs’ Sixth Amended Petition.
- i. **“Trust Beneficiary(ies)”** means the holders of certificates of beneficial interests in the STS Trust.
- j. **“Petition”** means Plaintiffs’ Sixth Amended Petition

II. MATTERS UPON WHICH EXAMINATION IS REQUESTED

1. The factual basis for your allegations regarding the 2008 Petrohawk Leases and JPMorgan’s improper conduct contained in ¶¶ 132-147 of the Petition.
2. The factual basis for your allegations regarding the Hunt Leases and JPMorgan’s intentional deception contained in ¶¶ 148-167 of the Petition.
3. The factual basis for your allegations regarding JPMorgan’s commercial clients having received nearly all of the value of the STS asset contained in ¶¶ 188-189 of the Petition.
4. The factual basis for your allegations regarding JPMorgan’s failure to devote adequate time and resources to the STS Trust contained in ¶¶ 190-200 of the Petition.
5. The factual basis for your allegations regarding the resignation of JPMorgan contained in ¶ 202(11)(c) of the Petition.
6. Information barrier policies applicable to trust administration by national banks.
7. Your interest or desire to serve as Trustee of the STS Trust and/or some other person serving as Trustee of the STS Trust.
8. Internal communications mentioning or pertaining to your serving as Trustee of the STS Trust and/or some other person serving as Trustee of the STS Trust.
9. The duties and responsibilities of a corporate trustee with respect to investigating public and/or private information regarding entities with which a corporate trustee is considering entering into contracts, including mineral leases.
10. The duties and responsibilities of a corporate trustee to check and evaluate conflicts with respect to entities with which a corporate trustee is considering entering into contracts, including mineral leases.
11. The duties and responsibilities of a corporate trustee to disclose to its beneficiaries the existence and extent of any non trust relationship with a commercial entity with which the

corporate trustee intends to enter into trust related contracts, including mineral leases.

12. US BANK NATIONAL ASSOCIATION's participation in any credit agreement with Petrohawk from 2005 to the present.

13. Identity of the persons primarily responsible for administering the trusts holding STS beneficial interests since 2008.

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

**DEFENDANT'S MOTION TO QUASH AND MOTION
FOR PROTECTIVE ORDER**

Defendant JPMorgan Chase Bank, N.A. Individually/Corporately and as Trustee of the South Texas Syndicate Trust ("J.P. Morgan") files this Motion to Quash and Motion for Protective Order with respect to Plaintiffs' Notice Duces Tecum of Intention to Take Oral and Video Deposition of the Corporate Representatives of J.P. Morgan Chase Bank N.A. (the "Notice") dated April 25, 2014.

I. SUMMARY OF MOTION

This corporate representative deposition notice should be quashed because: (1) the time and place are objectionable; (2) the proposed deposition is harassing, cumulative and unnecessary discovery in light of the massive amount of discovery already undertaken by Plaintiffs; and (3) the deposition topics are not the proper subject matter for a corporate representative deposition. Accordingly, J.P. Morgan seeks relief from the Court.

II. THE DEPOSITION NOTICE AT ISSUE

On April 25, 2014, Plaintiffs served upon J.P. Morgan a corporate deposition notice under Tex. R. Civ. P. 199.2 directing J.P. Morgan to designate one or more persons to testify beginning on May 12, 2014 concerning 13 topics of inquiry. The Notice also contains related document requests.¹ The Notice essentially tracks some of the defenses and assertions contained in Defendant's Fourth Amended Answer and would require J.P. Morgan to designate a corporate representative to testify regarding the legal and factual bases for those contentions.

III. J.P. MORGAN OBJECTS TO THE TIME AND PLACE NOTICED IN THE DEPOSITION

Plaintiffs served the Notice upon J.P. Morgan on April 25, 2014 directing J.P. Morgan to designate witnesses to testify regarding the 13 topics listed in the Notice. The Notice is objectionable and should be quashed because: (i) Plaintiffs issued the Notice without conferring with J.P. Morgan's counsel regarding the availability of witnesses or counsel to appear at the depositions; and (ii) neither designated witnesses nor counsel for J.P. Morgan are available on the date and time set forth in the Notice.

J.P. Morgan further objects to the place of the deposition location in San Antonio, Texas because designated witnesses may not reside or work in San Antonio and may, in fact, be located out-of-state. It would be unduly burdensome to require these witnesses to travel to San Antonio for these depositions.

¹ A true and correct copy of this notice is attached and incorporated herein as Exhibit "A" to this Motion.

Thus, pursuant to Tex. R. Civ. P. 199.4, J.P. Morgan objects to the time and place for the depositions and respectfully requests that the Notice be quashed. Therefore, the deposition is stayed until the motion can be determined.

IV. THE DEPOSITION NOTICE SHOULD BE QUASHED AND A PROTECTIVE ORDER ENTERED BECAUSE THE NOTICE IS ABUSIVE, INAPPROPRIATE DISCOVERY

A. THE COURT HAS DISCRETION TO LIMIT SCOPE OF DISCOVERY

Although the Texas Rules of Civil Procedure authorize discovery of any non-privileged matter that is relevant to the subject matter of the pending action, the scope of discovery of even relevant matters is not unlimited. "[T]he trial court must make an effort to impose reasonable discovery limits." *In re Graco Children's Prods., Inc.*, 210 S.W.3d 598, 600 (Tex.2006) (per curiam) (internal quotations omitted). *See also In re Allstate County Mut. Ins. Co.*, 227 S.W. 3d 667, 668-69 (Tex. 2007); *In re CSX Corp.*, 124 S.W. 3d 149, 152 (Tex. 2003). A trial court has the same discretion to modify the scope of a deposition as with written discovery. *See In re West*, 346 S.W.3d 612, 615-16 (Tex. App.-El Paso 2009, no pet.)("a trial court should limit discovery methods to those which are more convenient, less burdensome, and less expensive, or when the burden or expense of the proposed discovery outweighs its likely benefit). This duty applies to a corporate deposition notice duces tecum such as the one at issue in this case. *See In re Univar USA, Inc.*, 311 S.W. 3d 183, 186-87 (Tex. App. - Beaumont 2010, no pet.) (trial court is required to limit the breadth of deposition and production of

documents to matters relevant to the case).

Under Tex. R. Civ. P. 192.4, the discovery methods permitted by the rules (including the subject deposition Notice) should be limited by the court if it determines that either:

- the discovery sought is unreasonably cumulative or duplicative, or is obtainable from some other source that is more convenient, less burdensome, or less expensive;
- the burden or expense of the proposed discovery outweighs its likely benefit, taking into account the needs of the case, the amount in controversy, the parties' resources, the importance of the issues at stake in the litigation, and the importance of the proposed discovery in resolving the issues.

Tex. R. Civ. P. 192.4. "Although the scope of discovery is broad, it is limited by the legitimate interests of the opposing party to avoid overly broad requests and harassment." *Fethkenher v. Kroger Co.*, 139 S.W.3d 24, 29-30 (Tex. App.--Fort Worth 2004, no pet.).

Further, 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 ... ". The Court has broad discretion and may order, among other things, that:

- 1) the requested discovery not be sought in whole or in part;
- 2) the extent or subject matter of discovery be limited;
- 3) the discovery not be undertaken at the time or place specified;
- 4) the discovery be undertaken only by such method or upon such terms and

conditions or at the time and place directed by the court.

Tex. R. Civ. P. 192.6.

B. THE NOTICE IS AN ABUSE OF DISCOVERY AND SHOULD BE QUASHED

J.P. Morgan moves to quash the Notice and for a protective order under Tex. R. Civ. P. Rule 192.4, 192.6(b) and under the common law to protect itself from the abusive burden and harassment that Plaintiffs attempt to impose with this Notice. Plaintiffs originally initiated their suit against J.P. Morgan almost 4 years ago and to date have conducted a massive amount of comprehensive (and often superfluous) discovery. This discovery has included multiple previous J.P. Morgan corporate representative depositions. In fact, J.P. Morgan has produced 6 designated corporate representatives to testify in deposition concerning approximately 45 broad topics with each topic containing sub-topics that total in the hundreds. These corporate representative depositions have expended 25 hours of deposition time.

Plaintiffs have also deposed 21 J.P. Morgan employees and former employees (including individual depositions of the 6 corporate representatives) and have deposed 8 third-parties. In total, Plaintiffs have consumed 98 hours of deposition testimony time, almost double the 50 hour limit under Tex. R. Civ. P. 190.3(2).

Further, Plaintiffs have propounded written discovery and have asked numerous questions during these depositions regarding many of the 13 topics of inquiry. Plaintiffs have therefore had ample and sufficient opportunities to depose J.P. Morgan's current and former employees regarding the 13 topics contained in

the Notice. In fact, many of the witnesses previously deposed had knowledge of relevant facts and testified to topics contained in the Notice. Accordingly, J.P. Morgan moves to quash the deposition notice in its entirety or alternatively, asks the Court to impose reasonable and appropriate limits and protections.

C. DEPOSITION TOPICS IN NOTICE ARE IMPROPER

J.P. Morgan further objects to the Notice as it includes topics for examination that are improper for a corporate representative deposition. For example, Topics 3-6 and 8-13 delineated in the Notice relate strictly to legal defenses raised in J.P. Morgan's Fourth Amended Answer and are questions of law. A corporate representative is not a proper witness to opine on questions of law. *In re Segner*, 05-13-01414-CV, 2013 WL 6330654, 3 (Tex. App.—Dallas Dec. 5, 2013, no pet.)(corporate representatives are fact witnesses). Additionally, Topics 1, 2 and 7 in the Notice are unreasonably duplicative and cumulative of deposition testimony that Plaintiffs have obtained (or could have obtained) while deposing current and former J.P. Morgan employees, third-parties or experts.

Further, all of the subtopics listed in the Notice improperly seek the “identity of any and all witnesses that might be called at trial to testify” and the “identity of any and all documents relied upon by Defendant” regarding the particular defenses. Requests for disclosure, interrogatories and requests for production, to which J.P. Morgan has already responded, are the proper discovery devices for this kind of information — not a corporate representative deposition. For these reasons, the Notice should be quashed.

D. MORE CONVENIENT DISCOVERY METHODS ARE AVAILABLE TO PLAINTIFFS

J.P. Morgan further objects to the Notice because it places an undue burden and excessive expense upon J.P. Morgan to present a corporate representative to testify with regard to the topics in the Notice. It is apparent that there are more convenient, appropriate, less burdensome and less expensive means of obtaining the proposed discovery such as contention interrogatories, requests for production and requests for disclosure. The burden and expense of the proposed discovery is therefore not outweighed by its likely benefit and should be quashed. Under Tex. R. Civ. P. 192.4, the Court may limit discovery, such as this deposition, otherwise permitted by the rules of discovery where the discovery is obtainable from another source that is more convenient, less burdensome or less expensive.

V. CONCLUSION AND PRAYER

The Notice should be quashed because: (1) the time and place are objectionable; (2) the deposition is unnecessarily cumulative or duplicative of discovery that has already taken place; and (3) more convenient, less burdensome and less costly alternatives exist for Plaintiffs to obtain this requested information.

WHEREFORE, J.P. Morgan prays that the Court grant this Motion, quash the Notice in its entirety, and sign a protective order protecting J.P. Morgan from this discovery request. Further, J.P. Morgan seeks such further relief at law or in equity to which it may be justly entitled.

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER
WITTENBERG & GARZA
INCORPORATED**

The Quarry Heights Building
7373 Broadway, Suite 300
San Antonio, TX 78209
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By: /s/ David Jed Williams

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State Bar No. 18175500
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State Bar No. 07738200
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State Bar No. 21518060

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Charles A. Gall
State Bar No. 07281500
John C. Eichman
State Bar No. 06494800

ATTORNEYS FOR DEFENDANTS

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of Defendant's Motion to Quash and Motion for Protective Order was served upon the following, in the manner indicated, on April 30, 2014:

Mr. George Spencer, Jr. **VIA ELECTRONIC DELIVERY AND EMAIL**
Mr. Robert Rosenbach
CLEMENS & SPENCER
112 East Pecan St., Suite 1300
San Antonio, Texas 78205

Mr. James L. Drought **VIA ELECTRONIC DELIVERY AND EMAIL**
DROUGHT DROUGHT & BOBBITT, LLP
112 East Pecan St., Suite 2900
San Antonio, Texas 78205

Mr. Richard Tinsman **VIA ELECTRONIC DELIVERY AND EMAIL**
Ms. Sharon C. Savage
TINSMAN & SCIANO, INC.
10107 McAllister Freeway
San Antonio, Texas 78205

Mr. David R. Deary **VIA ELECTRONIC DELIVERY AND EMAIL**
Mr. Jim L. Flegle
LOEWINSOHN FLEGLE DEARY, L.L.P.
12377 Merit Drive, Suite 900
Dallas, Texas 75251

Mr. John B. Massopust **VIA ELECTRONIC DELIVERY AND EMAIL**
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500 Washington Avenue South, Suite 4000
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Mr. Matthew Gollinger **VIA ELECTRONIC DELIVERY AND EMAIL**
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Mr. Michael S. Christian **VIA ELECTRONIC DELIVERY AND EMAIL**
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San Francisco, California 94104

Mr. Fred W. Stumpf **VIA ELECTRONIC DELIVERY AND EMAIL**
GLAST, PHILLIPS & MURRAY
Nine Greenway Plaza, Suite 3100
Houston, Texas 77046

/s/ David Jed Williams
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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§
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§
§
§
§
§

IN THE DISTRICT COURT

225th JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

**NOTICE DUCES TECUM OF INTENTION TO TAKE ORAL AND VIDEO
DEPOSITION OF THE CORPORATE REPRESENTATIVES
OF J.P. MORGAN CHASE BANK, N.A.**

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 & Garza Inc., The Quarry Heights Building, 7373 Broadway, Suite 300, San Antonio, TX 78209

Please take notice that on behalf of Plaintiffs and Plaintiff-Intervenors, the oral and video deposition of the designated corporate representative of **J.P. Morgan Chase Bank, N.A.**, will be taken upon oral examination beginning at **9:30 a.m. on May 12** and continuing from day to day until completed, at the offices of Hornberger Sheehan Fuller & Garza Inc., 7373 Broadway, Suite 300, San Antonio, Texas 78209, by an official court reporter.

Please take notice that this deposition will be video recorded.

The witness is directed to designate one of more persons to testify on its behalf upon the subject matters described in **Exhibit A**, attached hereto and made a part hereof.

The witness is requested to produce, no less than ten (10) days prior to the deposition, the documents and things described in **Exhibit B**, attached hereto and made a part hereof, which shall include email, electronic information, and computer files stored on any type of medium.

NOTE: Texas Rule of Civil Procedure 199.2 provides that when an organization is named as the witness, the organization must – a reasonable time before the deposition – designate one or more individuals to testify on its behalf and set forth, for each individual designated, the matters to which the individual will testify.

Dated: April 25, 2014

Respectfully submitted,

CLEMENS & SPENCER, P.C.

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ZELLE HOFMANN VOELBEL & MASON LLP

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Facsimile: (612) 336-9100

By: 

Matthew J. Gollinger

**ATTORNEYS FOR PLAINTIFFS,
JOHN K. METER, ET AL.**

CERTIFICATE OF SERVICE

I certify that on April 25, 2014, this document was served on the following described parties in the manner indicated below:

Patrick K. Sheehan
David Jed Williams
Hornberger Sheehan Fuller & Garza Inc.
The Quarry Heights Building
7373 Broadway, Suite 300
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Via U.S. Mail and Email

Kevin Beiter
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Via U.S. Mail and Email

John Eichman
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Via U.S. Mail and Email

Fred Stumpf
Boyer Short
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Houston, TX 77045

Via U.S. Mail and Email

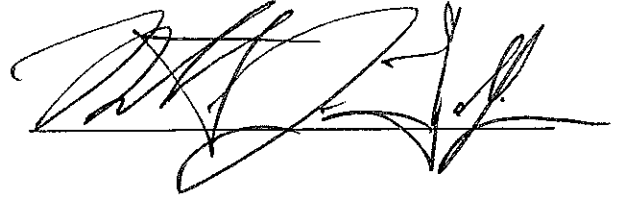
A handwritten signature in black ink, appearing to read 'Fred Stumpf', written over a horizontal line.

EXHIBIT A

Topics for which deposition testimony is required:

(1) Defendant's denial that the trustee of the STS trust entered into any transaction on behalf of or relating to STS, including but not limited to Defendant's transactions with Hunt Oil Company and any of its subsidiaries relating to STS, that constituted self-dealing and Defendant's assertion that if it did engage in a self-dealing transaction, any such transaction was fair and equitable to the beneficiaries of the STS Trust and was otherwise fully in compliance with the trustee's duties to the beneficiaries.

Any and all facts relied upon by Defendant in support of its above denial and assertions as contained in paragraph 2.06 of Defendant's Fourth Amended Answer.

The identity of any and all documents relied upon by Defendant in support of its above defense and assertions as contained in paragraph 2.06 of Defendant's Fourth Amended Answer.

The identity of any and all witnesses that might be called at trial to testify concerning the above defense and assertions as contained in paragraph 2.06 of Defendant's Fourth Amended Answer.

(2) Defendant's denial that the trustee of the STS trust entered into any transaction on behalf of or relating to STS, including but not limited to Defendant's transactions relating to STS with Hunt Oil Company and any of its subsidiaries, that constituted a conflict of interest and Defendant's assertion that if it did engage in a conflict of interest transaction, any such transaction was entered into in good faith, was reasonable and was otherwise fully in compliance with the trustee's duties to the beneficiaries.

Any and all facts relied upon by Defendant in support of its above denial and assertions as contained in paragraph 2.07 of Defendant's Fourth Amended Answer.

The identity of any and all documents relied upon by Defendant in support of its above defense and assertions as contained in paragraph 2.07 of Defendant's Fourth Amended Answer.

The identity of any and all witnesses that might be called at trial to testify concerning the above defense and assertions as contained in paragraph 2.07 of Defendant's Fourth Amended Answer.

(3) Defendant's assertion that Plaintiffs' claims for breach of fiduciary duty/breach relating to or arising out of self-dealing and/or conflicts of interest in connections with transactions with third-parties who are or have been customers of the commercial banking or investment banking businesses of JPMorgan are barred under federal law including but not limited to the Federal Reserve Act of 1913, § 11(k), 38 Stat. 251, 262; Gramm-Leach-Bliley Financial Services Modernization Act, Pub. L. No. 106-102, 113 Stat. 1338 (1999); and 12 C.F.R. §9 et seq.

Any and all facts relied upon by Defendant in support of its above assertion as contained in paragraph 2.08 of Defendant's Fourth Amended Answer.

The identity of any and all documents relied upon by Defendant in support of its above assertion as contained in paragraph 2.08 of Defendant's Fourth Amended Answer.

The identity of any and all witnesses that might be called at trial to testify concerning the above assertion as contained in paragraph 2.08 of Defendant's Fourth Amended Answer.

(4) Defendant's assertion that Plaintiffs' claims for breach of fiduciary duty/breach relating to or arising out of self-dealing and/or conflicts of interest in connections with transactions with third-parties who are or have been customers of the commercial banking or investment banking businesses of JPMorgan are barred under Texas Trust Code § 113.053.

Any and all facts relied upon by Defendant in support of its above assertion as contained in paragraph 2.09 of Defendant's Fourth Amended Answer.

The identity of any and all documents relied upon by Defendant in support of its above assertion as contained in paragraph 2.09 of Defendant's Fourth Amended Answer.

The identity of any and all witnesses that might be called at trial to testify concerning the above assertion as contained in paragraph 2.09 of Defendant's Fourth Amended Answer.

(5) Defendant's assertion that Plaintiffs' claims for breach of fiduciary duty/breach of trust relating to the mineral leases and amendments the trustee entered into all fail or are barred because the trustee complied with its obligations under the Uniform Prudent Investor Act, Texas Trust Code § 117.001 et. seq., and/or because Plaintiff's claims are based on hindsight in violation of Texas Trust Code § 117.001 et seq.

Any and all facts relied upon by Defendant in support of its above assertions as contained in paragraph 2.10 of Defendant's Fourth Amended Answer.

The identity of any and all documents relied upon by Defendant in support of its above assertions as contained in paragraph 2.10 of Defendant's Fourth Amended Answer.

The identity of any and all witnesses that might be called at trial to testify concerning the above assertions as contained in paragraph 2.10 of Defendant's Fourth Amended Answer.

(6) Defendant's affirmative defense that Plaintiffs' claims are barred by the applicable statutes of limitations pursuant to Texas Civil Practice & Remedies Code §§ 16.003 and 16.004.

Any and all facts relied upon by Defendant in support of its above affirmative defense as contained in paragraph 2.11 of Defendant's Fourth Amended Answer.

The identity of any and all documents relied upon by Defendant in support of its above affirmative defense as contained in paragraph 2.11 of Defendant's Fourth Amended Answer.

The identity of any and all witnesses that might be called at trial to testify concerning the above affirmative as contained in paragraph 2.11 of Defendant's Fourth Amended Answer.

(7) Defendant's affirmative pleading that at all pertinent time, the Defendant was acting in accordance with the terms and provisions of the STS Trust.

Any and all facts relied upon by Defendant in support of its above affirmative pleading and as contained in paragraph 2.12 of Defendant's Fourth Amended Answer.

The identity of any and all documents relied upon by Defendant in support of its above affirmative pleading as contained in paragraph 2.12 of Defendant's Fourth Amended Answer.

The identity of any and all witnesses that might be called at trial to testify concerning the above affirmative pleading as contained in paragraph 2.12 of Defendant's Fourth Amended Answer.

(8) Defendant's assertion that Plaintiffs are not entitled to recover in the capacity in which they sue in that they are not entitled to bring this action on behalf of the STS Trust or on behalf of beneficiaries that are not parties to this proceeding pursuant to Texas Rule of Civil Procedure 93(2).

Any and all facts relied upon by Defendant in support of its above assertion as contained in paragraph 2.13 of Defendant's Fourth Amended Answer.

The identity of any and all documents relied upon by Defendant in support of its above assertion as contained in paragraph 2.13 of Defendant's Fourth Amended Answer.

The identity of any and all witnesses that might be called at trial to testify concerning the above assertion as contained in paragraph 2.13 of Defendant's Fourth Amended Answer.

(9) Defendant's assertion that there is a defect of parties Plaintiff pursuant to Texas Rule of Civil Procedure 93(4).

Any and all facts relied upon by Defendant in support of its above assertion as contained in paragraph 2.14 of Defendant's Fourth Amended Answer.

The identity of any and all documents relied upon by Defendant in support of its above assertion as contained in paragraph 2.14 of Defendant's Fourth Amended Answer.

The identity of any and all witnesses that might be called at trial to testify concerning the above assertion as contained in paragraph 2.14 of Defendant's Fourth Amended Answer.

(10) Defendant's affirmative pleading that the Plaintiffs are not entitled to bring this action on behalf of the STS Trust or on behalf of beneficiaries that are not parties to this proceeding.

Any and all facts relied upon by Defendant in support of its above affirmative pleading and as contained in paragraph 2.15 of Defendant's Fourth Amended Answer.

The identity of any and all documents relied upon by Defendant in support of its above affirmative pleading as contained in paragraph 2.15 of Defendant's Fourth Amended Answer.

The identity of any and all witnesses that might be called at trial to testify concerning the above affirmative pleading as contained in paragraph 2.15 of Defendant's Fourth Amended Answer.

(11) Defendant's affirmative pleading that the Plaintiffs' causes of action should be dismissed because of their failure to join all necessary parties to this proceeding.

Any and all facts relied upon by Defendant in support of its above affirmative pleading and as contained in paragraph 2.16 of Defendant's Fourth Amended Answer.

The identity of any and all documents relied upon by Defendant in support of its above affirmative pleading as contained in paragraph 2.16 of Defendant's Fourth Amended Answer.

The identity of any and all witnesses that might be called at trial to testify concerning the above affirmative pleading as contained in paragraph 2.16 of Defendant's Fourth Amended Answer.

(12) Defendant's denial that it is liable for exemplary damages and pleading of the caps and protections provided under the Texas Damages Act, Chapter 41 of the Texas Civil Practice & Remedies Code, and the Due Process Clauses of the United States and Texas Constitutions.

Any and all facts relied upon by Defendant in support of its above denial and pleading as contained in paragraph 2.17 of Defendant's Fourth Amended Answer.

The identity of any and all documents relied upon by Defendant in support of its above denial and pleading as contained in paragraph 2.17 of Defendant's Fourth Amended Answer.

The identity of any and all witnesses that might be called at trial to testify concerning the above denial and pleading as contained in paragraph 2.17 of Defendant's Fourth Amended Answer.

(13) Defendant's assertion that any award of punitive damages would violate Defendant's right to due process and other rights under the Texas and United States Constitutions.

Any and all facts relied upon by Defendant in support of its above assertion as contained in paragraph 2.18 of Defendant's Fourth Amended Answer.

The identity of any and all documents relied upon by Defendant in support of its above assertion as contained in paragraph 2.18 of Defendant's Fourth Amended Answer.

The identity of any and all witnesses that might be called at trial to testify concerning the above assertion as contained in paragraph 2.18 of Defendant's Fourth Amended Answer.

EXHIBIT B

DOCUMENTS TO BE PRODUCED

To the extent responsive documents have not already been produced regarding the subject matters identified in **Exhibit A**, produce the additional documents no less than ten (10) days prior to the deposition.

Defendants need not perform any additional restoration or searches of Electronically Stored Information. However, to the extent that any electronically stored information is restored, accessed, collected and/or reviewed in the course of preparing the deponent(s) to give testimony, it is understood and expected that any and all such documents will be produced.