



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

JOHN K. MEYER, ET. AL.

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IN THE DISTRICT COURT

VS.

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

CRT
Handwritten initials

225TH JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

NOTICE OF FILING AFFIDAVIT OF JAMES M. "MARTY" TRUSS

Now comes Defendants JPMorgan Chase Bank, N.A., Individually/Corporately, and as Trustee of the South Texas Syndicate Trust, and Gary P. Aymes, in the above styled and referenced cause, and file this Notice of Filing Affidavit of James M. "Marty" Truss.

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER BEITER
WITTENBERG & GARZA INCORPORATED**
7373 Broadway, Suite 300
San Antonio, Texas 78209
(210) 271-1700 Telephone
(210) 271-1740 Fax

By: _____

Patrick K. Sheehan
State Bar No. 18175500
Rudy A. Garza
State Bar No. 07738200
David Jed Williams
State Bar No. 21518060
Eduardo L. Morales
State Bar No. 24027527

ATTORNEYS FOR DEFENDANT

Handwritten signature
BY _____
CERTIFICATE

12 JUN 12 P 2:23

FILED
DISTRICT CLERK
BEXAR CO. TEXAS

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing NOTICE OF FILING AFFIDAVIT OF JAMES M. "MARTY" TRUSS was served on the following, as indicated, on this the 12th day of June 2012:

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


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

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

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

Mr. George Spencer, Jr. **VIA FACSIMILE**
Mr. Jeffrey J. Towers
CLEMENS & SPENCER
112 East Pecan, Suite 1300
San Antonio, Texas 78205

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



Patrick K. Sheehan
David Jed Williams

JOHN K. MEYER, ET. AL.

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IN THE DISTRICT COURT

VS.

225TH JUDICIAL DISTRICT

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

BEXAR COUNTY, TEXAS

AFFIDAVIT OF JAMES M. "MARTY" TRUSS

STATE OF TEXAS

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COUNTY OF BEXAR

Before me, the undersigned authority, personally appeared James M. "Marty" Truss, who, after being duly sworn, deposed and said as follows:

1. My name is James M. "Marty" Truss. I am an attorney licensed to practice law in the State of Texas since 1996. I am currently a shareholder with the firm Cox Smith Matthews Incorporated in San Antonio, Texas.
2. I am over the age of eighteen (18) years, have never been convicted of a felony or crime of moral turpitude, and am in all ways competent to make this Affidavit.
3. This Affidavit is based upon my personal knowledge gained as an attorney of record representing JPMorgan Chase Bank N.A., Trustee of the South Texas Syndicate Trust ("J.P. Morgan") in litigation against Pioneer Natural Resources USA, Inc. and EOG Resources, Inc. in Cause No. 09-04-00036-CVL, In the 218th Judicial District Court, LaSalle County, Texas (the "Pioneer/EOG litigation").
4. I was the lead attorney for J.P. Morgan in the Pioneer/EOG litigation. Attached to this Affidavit as Exhibit "A" is a true and correct copy of the Agreed Protective Order signed by the Court on February 22, 2010. Under this Agreed Protective Order, the parties were allowed to designate documents and other information exchanged in the course of discovery (including depositions) as "Confidential" or "For Counsel Only" (or "Attorneys' Eyes Only"). The parties to that case, including J.P. Morgan, are required to maintain the confidentiality of any documents or other information so designated by any party producing such information.
5. In the course of discovery in that case, the parties produced information that they designated "Confidential" or "For Counsel Only" or "Attorneys' Eyes Only" and designated portions of deposition transcripts as "Confidential." Documents and

information that were designated as "Confidential" may only be disclosed to "Qualified Persons" as defined in paragraph 3 of the Order. Documents and information that were designated as "For Counsel Only" or "Attorneys' Eyes Only" may only be disclosed to "Qualified Persons" listed in paragraph 3(a) and (b).

6. Paragraph 12 of the Order provides that the provisions restricting the communication and use of documents produced under the order continue to bind the parties after the conclusion of the case. Thus, J.P. Morgan's obligations to comply with the Agreed Protective Order and maintain the confidentiality of documents and information designated under the Order continue through the present.
7. I have reviewed Plaintiffs' Motion to Compel Documents From Related Cases filed in this case. In this Motion, Plaintiffs seek an order compelling J.P. Morgan to produce all documents regarding the Pioneer/EOG litigation, including but not limited to:
 - a. Correspondence;
 - b. Pleadings;
 - c. Discovery, including all depositions and exhibits thereto, interrogatory answers and requests for admission;
 - d. Documents produced; and
 - e. Any documents related in any way to any aspect of the dispute or litigation, including settlement agreements, if any.
8. Compliance with Plaintiffs' request would require J.P. Morgan to produce documents and information that has been designated "Confidential" or "For Counsel Only" or "Attorneys' Eyes Only" under the Agreed Protective Order and would require J.P. Morgan to violate its obligations under the Agreed Protective Order to maintain the confidentiality of such documents and information. As an example only, Pioneer produced well and operational data that is not publicly available and that it would regard as proprietary and confidential, and giving it a competitive advantage in the industry. Additionally or alternatively, Pioneer would regard public dissemination of that data putting it at a competitive disadvantage in the industry.
9. The Plaintiffs in this case are seeking all correspondence in the Pioneer/EOG litigation. This request would encompass a large body of correspondence that would be protected under the attorney client privilege and work product productions. Some correspondence would also be protected by the consulting expert protection. Preparing a privilege log to list all of the privileged documents and communications would be an extremely time-consuming, burdensome and expensive task that in my opinion would require in excess of 60 hours of paralegal and attorney time to compile the privileged documents and create a privilege log.
10. The Plaintiffs in this case are also seeking documents that would include confidential information owned by Seismic Exchange, Inc. Attached to this Affidavit at Exhibit

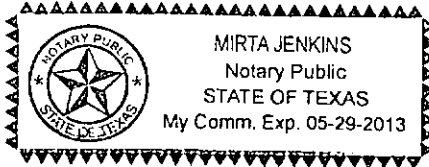
“B” is a February 19, 2010 letter agreement between J.P. Morgan and Seismic Exchange, Inc. whereby, as a condition to obtaining and using Seismic Exchange, Inc.’s confidential geophysical information in the Pioneer/EOG Lawsuit, J.P. Morgan agreed to maintain Seismic Exchange, Inc.’s information confidential in accordance with the terms of the Agreed Protective Order.

11. The Plaintiffs in this case are also seeking documents pertaining to the settlement agreement in the Pioneer/EOG litigation. By its own terms, that settlement agreement is confidential and J.P. Morgan is strictly prohibited from revealing the details of that agreement or providing that agreement to third parties. The settlement agreement does provide that certain specific information regarding the settlement terms may be disclosed to the South Texas Syndicate beneficiaries and that information has previously been provided to them. The information provided to the South Texas Syndicate beneficiaries apprised them of the salient, substantive terms of the settlement agreement.

Further Affiant sayeth not.


James M. “Marty” Truss

SUBSCRIBED and SWORN TO before me on this 11th day of June, 2012.



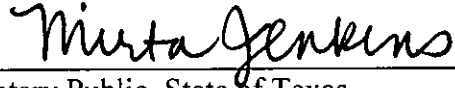

Notary Public, State of Texas

EXHIBIT “A”

(a) Attorneys of record for the parties in this litigation and employees of such attorneys to whom it is necessary that the material be shown for purposes of this litigation;

(b) Actual or potential independent technical experts or consultants, who have signed a document agreeing to be bound by the terms of this protective order;

(c) The party or its employees, directors and officers working directly on the litigation or in preparation for testimony (in cases where the party is a legal entity) who have signed a document agreeing to be bound by the terms of this protective order; and

(d) If this Court so elects, any other person may be designated as a Qualified Person by order of this Court, after notice and hearing to all parties.

4. Documents produced in this action may be designated by any party or parties as "Confidential" or "For Counsel Only" (or "Attorneys' Eyes Only") information by marking each page of the document(s) so designated with a stamp stating "Confidential" or "For Counsel Only" (or "Attorneys' Eyes Only").

In lieu of marking the original of a document, if the original is not produced, the designating party may mark the copies that are produced or exchanged. Originals shall be preserved for inspection.

5. Information disclosed at (a) the deposition of a party or one of its present or former officers, directors, employees, agents or independent experts retained by counsel for the purpose of this litigation, or (b) the deposition of a third party (which information pertains to a party) may be designated by any party as "Confidential" or "For Counsel Only" (or "Attorneys' Eyes Only") information by indicating on the record at the deposition that the testimony is "Confidential" or "For Counsel Only" (or "Attorneys' Eyes Only") and is subject to the provisions of this Order. Upon request, any party may exclude persons, other than the witness, reporter and videographer, from the deposition (1) who are not Qualified Persons under Paragraphs 3(a) through (d) during the

portion of the testimony that is "Confidential," or (2) who are not Qualified Persons under Paragraphs 3(a) and (b) during the portion of the testimony that is "For Counsel Only" (or "Attorneys' Eyes Only").

Any party may also designate information disclosed at such deposition as "Confidential" or "For Counsel Only" (or "Attorneys' Eyes Only") by notifying all of the parties in writing within thirty (30) days of receipt of the transcript, of the specific pages and lines of transcript which should be treated as "Confidential" or "For Counsel Only" (or "Attorneys' Eyes Only") thereafter. Each party shall attach a copy of such written notice or notices to the face of the transcript and each copy thereof in his possession, custody or control. All deposition transcripts shall be treated as "Confidential" for a period of thirty (30) days after the receipt of the transcript, except that testimony indicated on the record at the deposition as "For Counsel Only" (or "Attorneys' Eyes Only") shall remain designated as "For Counsel Only" (or "Attorneys' Eyes Only").

To the extent possible, the court reporter shall segregate into separate transcripts information designated as "Confidential" or "For Counsel Only" (or "Attorneys' Eyes Only"), with blank, consecutively numbered pages being provided in a non-designated main transcript. The separate transcript containing "Confidential" and/or "For Counsel Only" (or "Attorneys' Eyes Only") information shall have page numbers that correspond to the blank pages in the main transcript.

6. (a) "Confidential" information shall not be disclosed or made available by the receiving party to persons other than Qualified Persons. Information designated as "For Counsel Only" (or "Attorneys' Eyes Only") shall be restricted in circulation to Qualified Persons described in Paragraphs 3(a) and (b) above.

(b) Any documents produced in this litigation, regardless of classification, which are provided to Qualified Persons of Paragraph 3(b) above, shall be maintained only at the office of

such Qualified Person and only working copies shall be made of any such documents. Copies of documents produced under this Protective Order may be made, or exhibits prepared by independent copy services, printers or illustrators for the purpose of this litigation.

(c) Each party's outside counsel shall maintain a log of all copies of "For Counsel Only" (or "Attorneys' Eyes Only") documents which are delivered to any one or more Qualified Person of Paragraph 3 above.

7. Documents previously produced shall be retroactively designated by notice in writing of the designated class of each document by Bates number within thirty (30) days of the entry of this order. Documents unintentionally produced without designation as "Confidential" may be retroactively designated in the same manner and shall be treated appropriately from the date written notice of the designation is provided to the receiving party.

Documents to be inspected shall be treated as "For Counsel Only" (or "Attorneys' Eyes Only") during inspection. At the time of copying for the receiving parties, such inspected documents shall be stamped prominently "Confidential" or "For Counsel Only" (or "Attorneys' Eyes Only") by the producing party.

8. Nothing herein shall prevent disclosure beyond the terms of this order if each party designating the information as "Confidential" or "For Counsel Only" (or "Attorneys' Eyes Only") consents to such disclosure or, if the court, after notice to all affected parties, orders such disclosures. Nor shall anything herein prevent any counsel of record from utilizing "Confidential" or "For Counsel Only" (or "Attorneys' Eyes Only") information in the examination or cross-examination of any person, irrespective of which party produced such information.

9. A party shall not be obligated to challenge the propriety of a designation as "Confidential" or "For Counsel Only" (or "Attorneys' Eyes Only") at the time made, and a failure to do so shall not preclude a subsequent challenge thereto. In the event that any party to this

litigation disagrees at any stage of these proceedings with the designation by the designating party of any information as "Confidential" or "For Counsel Only" (or "Attorneys' Eyes Only"), or the designation of any person as a Qualified Person, the parties shall first try to resolve such dispute in good faith on an informal basis, such as production of redacted copies. If the dispute cannot be resolved, the objecting party may invoke this Protective Order by objecting in writing to the party who has designated the document or information as "Confidential" or "For Counsel Only" (or "Attorneys' Eyes Only"). The designating party shall be required to move the Court for an order preserving the designated status of such information within fourteen (14) days of receipt of the written objection, and failure to do so shall constitute a termination of the restricted status of such item.

The parties may, by stipulation, provide for exceptions to this order and any party may seek an order of this Court modifying this Protective Order.

10. Nothing shall be designated as "For Counsel Only" (or "Attorneys' Eyes Only") information except of the most sensitive nature, which if disclosed to persons of expertise in the area would reveal significant technical or business advantages of the producing or designating party, and which includes as a major portion subject matter which is believed to be unknown to the opposing party or parties, or any of the employees of the corporate parties. Nothing shall be regarded as "Confidential" or "For Counsel Only" (or "Attorneys' Eyes Only") information if it is information that either:

- (a) is in the public domain at the time of disclosure, as evidenced by a written document;
- (b) becomes part of the public domain through no fault of the other party, as evidenced by a written document;

(c) the receiving party can show by written document that the information was in its rightful and lawful possession at the time of disclosure; or

(d) the receiving party lawfully receives such information at a later date from third party without restriction as to disclosure, provided such third party has the right to disclosure, provided such third party has the right to make the disclosure to the receiving party.

In the event a party wishes to use any "For Counsel Only" (or "Attorneys' Eyes Only") information in any affidavits, briefs, memoranda of law, or other papers filed in Court in this litigation, such "For Counsel Only" (or "Attorneys' Eyes Only") information used therein shall be filed with a motion to seal that complies with Tex. R. Civ. P. 76a.

11. Unless otherwise agreed to in writing by the parties or ordered by the Court, all proceedings involving or relating to documents or any other information shall be subject to the provisions of this order.

12. Upon request of a party within one-hundred twenty (120) days after conclusion of this litigation and any appeal thereof, any document and all reproductions of documents produced by that party, in the possession of any of the persons qualified under Paragraphs 3(a) through (d) shall be returned to the producing party, except (1) copies reflecting attorney work product, (2) as this Court may otherwise order, or (3) to the extent such information was used as evidence at the trial. As far as the provisions of any protective orders entered in the action restrict the communication and use of the documents produced thereunder, such orders shall continue to be binding after the conclusion of this litigation, except (a) that there shall be no restriction on documents that are used as exhibits in Court unless such exhibits were filed under seal, and (b) that a party may seek the written permission of the producing party or order of the Court with respect to dissolution or modification of such protective orders.

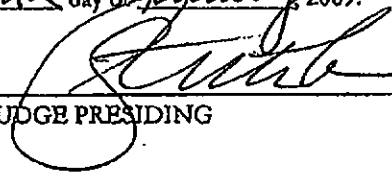
13. This order shall not bar any attorney herein in the course of rendering advice to his client with respect to this litigation from conveying to any party client his evaluation in a general way of "Confidential" or "For Counsel Only" (or "Attorneys' Eyes Only") information produced or exchanged herein; provided, however, that in rendering such advice and otherwise communicating with his client, the attorney shall not disclose the specific contents of any "Confidential" or "For Counsel Only" (or "Attorneys' Eyes Only") information produced by another party herein, which disclosure would be contrary to the terms of this Protective Order.

14. Any party designating any person as a Qualified Person shall have the duty to reasonably ensure that such person observes the terms of this Protective Order and shall be responsible upon breach of such duty for the failure of any such person to observe the terms of this Protective Order.

15. Nothing in this Protective Order waives any party's right to object to the disclosure of any information or the production of documents sought by any other party. Nothing in this Protective Order precludes any party from seeking additional protective orders under the Texas Rules of Civil Procedure.

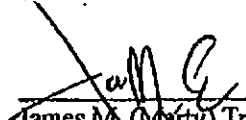
16. If a party to this litigation receives a request to disclose "Confidential" or "For Counsel Only" (or "Attorneys' Eyes Only") information to a non-party under the terms of a subpoena or order issued by a court or governmental body, such party to this litigation agrees to (i) notify the party who produced the information in this litigation of the existence, terms and circumstances of the request no later than seven (7) days before the deadline for the party to disclose the information so that the party who produced the information may seek protection from the court or governmental body; and (ii) if disclosure of the information is required to prevent the party from being held in contempt or subject to other penalty, then the party may disclose the information.

SIGNED AND ENTERED this 22 day of February, 2010.



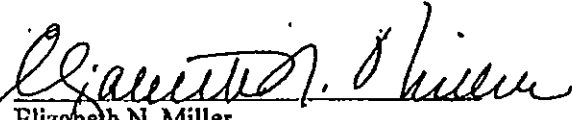
JUDGE PRESIDING

AGREED:



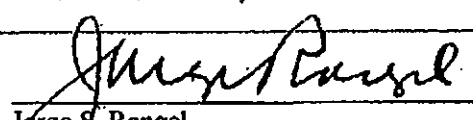
James M. (Marty) Truss
State Bar No. 00797577
Corey F. Wehmeyer
State Bar No. 24051903
COX SMITH MATTHEWS INCORPORATED
112 E. Pecan Street, Suite 1800
San Antonio, Texas 78205

ATTORNEYS FOR PLAINTIFF
JP MORGAN CHASE



Elizabeth N. Miller
State Bar No. 14071100
Mark Hanna
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Scott, Douglass & McConnico
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Austin, Texas 78701

ATTORNEYS FOR DEFENDANT
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Jaime S. Rangel
State Bar No. 24033759
The Rangel Law Firm, P.C.
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Corpus Christi, Texas 78477

Harrell Feldt
State Bar No. 06888000
Guthrie Building
241 Earl Garrett St.
Kerrville, Texas 78028

ATTORNEY FOR DEFENDANT
PIONEER NATURAL RESOURCES USA, INC.

EXHIBIT "B"

February 19, 2010

Corey F. Wehmeyer

Via Email

cwehmey@coxsmith.com

210 554 5583

Ms. Julie Kay Hardie
Seismic Exchange, Inc.
4805 Westway Park Blvd.
Houston, Texas 77041

Re: Cause No. 09-04-00036-CVL; *JPMorgan Chase Bank, N.A., in its capacity as Trustee of the South Texas Syndicate Trust vs. Pioneer Natural Resources USA, Inc.*, In the 218th Judicial District Court of La Salle County, Texas

Dear Ms. Hardie:

Please to allow this correspondence to confirm JPMorgan Chase Bank, N.A. and Seismic Exchange, Inc.'s agreement in connection with the above-referenced matter.

JPMorgan agrees that all proprietary seismic data, documents and information ("SEI's Confidential Information") produced or owned by non-parties Seismic Exchange, Inc. and those on behalf of whom SEI acts as exclusive licensor, including without limitation Sage Energy Company and ExxonMobil Corporation (collectively "SEI"), shall be treated as "CLASSIFIED INFORMATION" and "Confidential" under the Agreed Protective Order of November 6, 2009 ("Order") in the above-referenced cause without SEI's need of labeling or formally designating such documents and information as "Confidential" or "For Counsel Only/Attorneys' Eyes Only." SEI's Confidential Information includes all derivative and interpretive reports, documents and information created by JPMorgan using SEI's seismic data, documents and information. JPMorgan further agrees that, notwithstanding anything in the Order that may be to the contrary: (1) SEI's Confidential Information shall not become part of the public record, and if SEI's Confidential Information, or any part thereof, is required as evidence (whether for depositions, motions, hearings or trial), that SEI's Confidential Information shall be filed with a motion to seal that complies with Tex. R. Civ. P. 76a; and (2) SEI has the right to immediate return or destruction of all SEI Confidential Information at the conclusion of the district court case, whether by trial, mediation, settlement or otherwise or upon breach by JPMorgan of the Order or this agreement. At the conclusion of the district court case, JPMorgan shall provide a written confirmation to SEI that all SEI Confidential Information has been returned or destroyed.

JPMorgan agrees to promptly reimburse all copying, reproduction, shipping and other costs incurred by SEI in connection with the production of SEI's Confidential Information within thirty (30) days of invoicing, whether invoiced directly by SEI or by SEI's exclusive tape copy and reproduction provider, GeoTape, Ltd. Failure to pay such invoices in accordance with the payment terms shall be considered a breach of this agreement. SEI agrees to confirm JPMorgan's agreement to any copying, reproduction, shipping or other costs exceeding \$500.00 in advance of incurring the charges.

Additionally, JPMorgan agrees that SEI shall have the right to intervene in the above-referenced matter should SEI believe that JPMorgan is not in compliance with the Order or this letter agreement.

SEI also confirms by this agreement that it has no objection to Pioneer Natural Resources USA, Inc. and EOG Resources, Inc. producing to JPMorgan SEI's Confidential Information or any derivative or

COX SMITH MATTHEWS INCORPORATED

112 East Pecan Street | Suite 1500

San Antonio, TX 78205

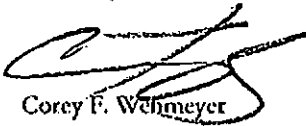
210 554 5500 tel | 210 226 8305 fax

COXSMITH.COM

interpretive reports, documents or information created using SEI's Confidential Information, provided JPMorgan agrees to treat such information as Classified Information under the terms of the Order.

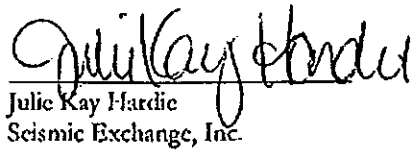
If the foregoing accurately reflects our agreement, please sign in the space provided below and return to me.

Sincerely,



Corey F. Wehmeyer

AGREED:



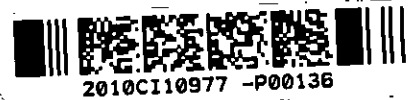
Julie Kay Hardie
Seismic Exchange, Inc.

Document scanned as filed.

Description:

Date: 6/14/12

Clerk Initials: MB



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

JOHN K. MEYER, ET. AL.	§	IN THE DISTRICT COURT
	§	
VS.	§	
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JPMORGAN CHASE BANK, N.A.	§	225 TH JUDICIAL DISTRICT
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TEXAS SYNDICATE TRUST	§	
and GARY P. AYMES	§	BEXAR COUNTY, TEXAS

FILED
DISTRICT CLERK
BEXAR CO. TEXAS
12 JUL -6 AM 11:22
DEPUTY
BY *Raymond Alvarado*
(received in ismed)

**DEFENDANTS' RESPONSE TO PLAINTIFFS'
SUPPLEMENTAL APPLICATION FOR TEMPORARY INJUNCTION**

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COME, Defendants JPMorgan Chase Bank, N.A. in all capacities ("J.P. Morgan") and Gary P. Aymes (collectively referred to herein as "Defendants") and file this their Response to Plaintiffs' Supplemental Application for Temporary Injunction and with respect thereto, would show the Court as follows:

**I.
SUMMARY OF SUPPLEMENTAL RESPONSE**

1.01 Defendants fully incorporate herein their Response to Plaintiffs' Application for Temporary Injunction filed on June 14, 2012.

1.02 J.P. Morgan, as Trustee of the STS Trust, has the express authority under the Trust Agreement and TEXAS TRUST CODE §114.063 to charge the STS Trust for the attorneys' fees and litigation expenses it incurs in this suit.

1.03 Although the purpose of a Temporary Injunction is to maintain the status quo, Plaintiffs are attempting to alter the status quo by their request for a temporary injunction.

1.04 Plaintiffs have all but admitted that they have an adequate remedy at law, and as a result their request for temporary injunction should be denied. Neither Plaintiffs' Application for Temporary Injunction (the "Application") nor the Supplement to Plaintiffs' Application for

Temporary Injunction (“the Supplemental Application”) meet the prerequisite elements required for a temporary injunction, which elements include (i) a cause of action against the defendant (ii) a probable right to the relief sought, (iii) a probable, imminent, and irreparable injury in the interim, and (iv) no adequate remedy at law.

1.05 Plaintiffs’ reliance on *183/620 Group v. SPF*, 765 S.W.2d 901 (Tex. App.—Austin 1989, writ dismissed w.o.j.) is completely misplaced. Indeed, the case highlights the strength of Defendants’ position. The fiduciary in the *183/620 Group* case was *not* authorized to use the funds in question to pay for its legal defense. J.P. Morgan, as Trustee of the STS Trust, however, has the express authority under the Trust Agreement and TEXAS TRUST CODE §114.063 to charge the STS Trust for the attorneys’ fees and litigation expenses it incurs in this suit.

1.06 In their Supplemental Application, Plaintiffs have added a new ground for their claims for a temporary injunction against the Trustee. Plaintiffs now argue that because an injunction is a form of relief available in the Texas Trust Code, the Plaintiffs are excused from establishing the common law and statutory requirements for an injunction. As shown *infra*, this argument provides no basis for Plaintiffs’ position.

1.07 Plaintiffs’ claim for a mandatory injunction fails on the merits, and their request conclusively establishes that Plaintiffs have an adequate remedy at law.

1.08 Plaintiffs are requesting from this Court a type of relief that has not been provided in any reported Texas case. The Application is premature in that it attempts to abrogate and ignore Texas law that requires the involvement of the trial court and the jury *at the end* of the case to determine a proper award of attorneys’ fees and litigation expenses pursuant to TEX. TRUST CODE §§114.063 and 114.064.

II.
J.P. MORGAN AS TRUSTEE IS EXPRESSLY AUTHORIZED
PURSUANT TO THE TRUST AGREEMENT AND THE TEXAS TRUST
CODE TO CHARGE ATTORNEYS' FEES AND COSTS TO THE STS TRUST

2.01 The STS Trust expressly provides for the payment of attorneys' fees and costs in connection with the Trust properties. The STS Trust provides that the Trustee shall have the right of "[r]eimbursement for actual out-of-pocket expense and reasonable attorneys' and accountants' fees incurred in connection with the said [STS Trust] properties." *See* 1951 Judgment, p. 3. The Certificates of Beneficial Interest also provide that the "net proceeds derived from said [STS Trust] property, *after making suitable provision for anticipated expenses*, will be distributed from time to time to the beneficiaries according to their respective interests."

2.02 Further, J.P. Morgan in its capacity as Trustee, has the statutory authority under the Texas Trust Code to (i) employ attorneys, accountants and other agents reasonably necessary in the administration of the trust estate; and (ii) discharge or reimburse itself from the trust for advances made for (a) the convenience, benefit or protection of the trust or its property", and (b) for "expenses incurred while administering or protecting the trust or because of the trustee's holding or owning any of the trust property." TEX. TRUST CODE §§113.018, and 114.063.

2.03 Plaintiffs cite the *183/620 Group* case alleging that it supports their proposition that they are excused from pleading and producing competent evidence establishing (i) a probable, imminent, and irreparable injury in the interim, and (ii) no adequate remedy at law. The *183/620 Group* case did not involve a trust agreement and is clearly distinguishable from the case at bar. In the *183/620 Group* case, a project manager and several landowners signed various contracts for the sole purpose of improving the landowners' properties. 765 S.W.2d at 902. The landowners entrusted the project manager with control of large sums of money for the exclusive purpose of improving the landowners' properties. *Id.* The funds amounted to an escrow of funds to be used for the construction project. A dispute later arose between the project manager and

the landowners, which gave rise to the underlying lawsuit. *Id.* The landowners sought and the trial court granted a temporary injunction prohibiting the project manager from, among other actions, using the landowners' funds to defend itself. *Id.* Significantly, the contracts did not authorize the project manager to use the funds in defense of the lawsuit. Clearly, the Texas Trust Code was not applicable to the contracts between the parties or to the facts of that case.

2.04 The Austin Court of Appeals held that because the project manager was not authorized to use any of the landowners' funds to defend itself, the landowners were excused from pleading and proving that they had no adequate remedy at law as a precondition to the issuance of the injunction. *Id.* at 903. The Austin Court of Appeals reasoned that because the project manager was only authorized to use the landowners' funds to improve the property, the status quo was maintained by the project manager *not* using the funds for its defense. The *183/620 Group* court thereby preserved the status quo to ensure that the landowners' funds were only used for the "purposes for which they were delivered to the holder in the first place." *Id.* at 904.

2.05 Of course, in the instant case, J.P. Morgan is *explicitly authorized* to charge the STS Trust for its attorneys' fees and litigation expenses pursuant to (i) the Trust Agreement, and (ii) the Texas Trust Code. Indeed, the beneficiaries are entitled only to the "net proceeds" that is, the proceeds available after the payment of administration expenses. Furthermore, the status quo with respect to the STS Trust is that attorneys' fees and expenses have been paid since the inception of the Trust. Finally, the *183/620 Group* case provides no basis to excuse Plaintiffs from pleading and proving the elements of a temporary injunction.

2.06 The only other case cited by Plaintiffs in their Supplemental Application is the unpublished opinion, *Gatlin v. GXG, Inc.*, 05-93-01852-CV, 1994 WL 137233 (Tex. App.—Dallas, no writ)(unpublished). *Gatlin* was not a case involving a written trust agreement or the

Trust Code. *Gatlin* involved a claim where an individual defendant was accused of defrauding the plaintiff as a result of a business arrangement. The *Gatlin* court found that the plaintiff had shown irreparable injury and the lack of an adequate remedy at law. *Id.* at 21. *Gatlin* offers no assistance to the Plaintiffs' position.

III.
THE TEXAS TRUST CODE DOES NOT RELEIVE
THE PLAINTIFFS FROM PLEADING AND PROVING
THE REQUIREMENTS OF A TEMPORARY INJUNCTION

3.01 Understanding that the *183/620 Group* case does not provide the authority necessary to excuse compliance with the elements of a temporary injunction, Plaintiffs have developed a new argument. In their Supplemental Application, Plaintiffs for the first time argue that they are not required to establish the usual injunctive elements of irreparable injury and lack of an adequate remedy at law.

3.02 Plaintiffs cite to *Marauder v. Beal*, 301 S.W.3d 817 (Tex. App.—Dallas 2009, no pet.) to support their proposition that they are somehow excused from the requirement to plead and offer credible evidence establishing (i) a cause of action against the defendant (ii) a probable right to the relief sought, (iii) a probable, imminent, and irreparable injury in the interim, and (iv) no adequate remedy at law. The *Marauder* case is factually inapposite and provides no support in any event. The *Marauder* case is not a temporary injunction case. Instead it involves a permanent injunction issued *after* a jury trial.

3.03 Factually, *Marauder* was a collections agency sued by a debtor who alleged violations of the Texas Debt Collection Act ("TDCA") and the Texas Deceptive Trade Practices Act ("TDPA"). 301 S.W.3d at 819. After a jury trial, the jury found that *Marauder* had violated specific provisions of the TDCA and the TDPA. *Id.* The trial court then rendered a judgment awarding the debtor money damages and enjoining the collections agency from collecting any future consumer debts without having an appropriate bond. *Id.* at 819-820.

3.04 Plaintiffs confuse the jurisdictional authority of this Court as set forth in TEX. TRUST CODE §115.001(a) with the holding in *Marauder*, which involved express violations of a specific statute (the requirement to have a bond). Plaintiffs have not plead any violation of a specific provision of the Texas Trust Code which has been violated to the type of injunction they seek. Indeed, as noted *supra*, the Texas Trust Code authorizes the conduct by the Trustee that is the subject of the Application.

3.05 This Court clearly has jurisdiction to make determinations concerning the administration of the Trust, and this Court has the permissive authority to issue an injunction; however, Plaintiffs are required to plead and prove the common law elements of an injunction in order to have this Court issue a temporary injunction. See *GADV, Inc. v. Beaumont Indep. Sch. Dist.*, 2011 WL 6229786, at *1–4 (Tex. App.—Beaumont 2011, no pet.) (mem.op.) (concluding applicability of general injunction elements turns on whether injunction statute is permissible or mandatory and holding applicant for injunction under the Education Code must establish those elements); *GATX Leasing Corp. v. DBM Drilling Corp.*, 657 S.W.2d 178, 180–81 (Tex. App.—Dallas 1983, no writ) (concluding general equitable elements apply when statutory injunction is permissive).

3.06 Acceptance of Plaintiffs' position would lead to the absurd result that in any breach of fiduciary duty case against a trustee, a beneficiary could enjoin a trustee from defending itself using trust assets without the beneficiaries' having to plead and prove the elements of a temporary injunction. Every plaintiff beneficiary would file such a temporary injunction in every breach of fiduciary duty case. This is simply not the law in Texas, and Plaintiffs have not provided this Court with any authority upholding this insupportable position.

IV.
PLAINTIFFS HAVE FAILED TO ADEQUATELY PLEAD
THE REQUIRED ELEMENTS OF A TEMPORARY INJUNCTION

4.01 A temporary injunction is an extra-ordinary remedy and does not issue as a matter of right. *See Walling v. Metcalfe*, 863 S.W.2d 56, 57 (Tex. 1993). At the end of their Supplemental Application, Plaintiffs state that “separately and independently” they “plead” the required elements of a temporary injunction. Their position is that they are suffering irreparable harm because their trust assets are being used against them and that they have no adequate remedy at law because the trust assets will inherently be reduced. This is not a pleading of irreparable harm. It is simply recognition that the Trust Instrument and the Texas Trust Code specifically authorize the payment of attorneys’ fees and expenses out of the Trust assets. To prove an inadequate remedy at law, Plaintiffs must plead and prove that their damages are incapable of calculation or that J.P. Morgan is incapable of responding in damages. *See Telephone Equipment Network, Inc. v. TA/Westchase Place, Ltd.*, 80 S.W.3d 601, 610-611 (Tex. App.—Houston [1st. Dist.] 2002, no pet.). Plaintiffs have done neither. The amount of the attorneys’ fees and litigation expenses are certainly capable of easy calculation and appear on statements regularly provided to Plaintiffs. More importantly, Plaintiffs are fully aware that J.P. Morgan is solvent and that they have an adequate remedy at law.

V.
PLAINTIFFS ARE TRYING TO ALTER THE STATUS QUO

5.01 The purpose of a temporary injunction is to preserve the status quo pending a trial on the merits. *See Walling v. Metcalfe*, 863 S.W.2d at 56, 58 (Tex.1993). Plaintiffs must show they have no adequate remedy at law, and therefore, the preservation of the status quo is necessary in order to ensure that the Court has the ability to render meaningful relief should the Plaintiffs carry their burden of proof at trial. *See LeFaucheur v. Williams*, 807 S.W.2d 20, 22

(Tex. App.—Austin 1991, no writ); *Bagley v. Higginbotham*, 353 S.W.2d 868, 869 (Tex. Civ. App.—Beaumont 1962, writ ref'd n.r.e.).

5.02 Pursuant to the terms of the Trust, attorneys' fees and accounting fees related to the Trust have been paid out of the Trust since its inception. Indeed, Plaintiffs admit (and the Trustee does not deny) that attorneys' fees and litigation expenses have been paid out of the Trust since the inception of this litigation, which was filed by the Plaintiffs on March 22, 2011. The status quo is clear. Plaintiffs' application, rather than seeking to "maintain" the status quo, instead improperly seeks to "change" the status quo by causing the termination of the payment of fees currently being paid out of the Trust. See *Butnaru v. Ford Motor Co.*, 84 S.W.3d 198, 204 (Tex. 2002); *Metcalfe*, 863 S.W.2d at 58. Consequently, the requested temporary injunction would not be authorized relief even if the Plaintiffs were capable of proving the "irreparable harm" and "in adequacy of remedy" elements.

VI.

PLAINTIFFS' CLAIMS FOR REIMBURSEMENT FOR PAST FEES AND EXPENSES (PLUS INTEREST) IS NOT SUBJECT TO A MANDATORY INJUNCTION

6.01 Plaintiffs request injunctive relief requiring the Trustee to act affirmatively in reimbursing the STS Trust for all of its attorneys' fees and litigation expenses (plus interest) already paid out of the STS Trust. This requested relief is not temporary injunctive relief, but more in the nature of a surcharge against the Trustee for money damages. While this relief could conceivably be appropriate in the unlikely event that Plaintiffs were successful in proving all of their contentions at trial, it is not appropriate as a claim for a temporary injunction. To the extent the allegations request a mandatory injunction, J.P. Morgan incorporates the arguments and authorities referenced *supra*.

6.02 Texas law is clear that a trial court can only issue a mandatory injunction upon a showing that the mandatory order is necessary to prevent irreparable injury or extreme hardship.

See *LeFaucheur v. Williams*, 807 S.W.2d at 22; *RP&R, Inc. v. Territo*, 32 S.W.3d 396, 400 (Tex. App.—Houston [14th Dist.] 2000, no pet.) (trial court erred in issuing mandatory injunction requiring company to continue to pay former employees' salary because the mandatory injunction changes the status quo and should be granted only with a clear and compelling presentation of extreme necessity or hardship). *LeFaucher* is instructive because the Austin court went on to hold that when a party makes a request for the cash value of the subject of the claim, the party "conclusively establishes that his injuries are compensable by money damages so that he had an adequate remedy at law." 807 S.W.2d at 23. Because Plaintiffs have sought mandatory injunctive relief requiring J.P. Morgan to reimburse all attorneys' fees and litigation costs already paid out of the STS Trust, Plaintiffs have conclusively established that their injuries are compensable by money damages; therefore, they have conclusively admitted that they have an adequate remedy at law. *Id.* There is simply no basis for the requested mandatory injunctive relief.

VII.

A DETERMINATION REGARDING THE AWARDING OF ATTORNEYS' FEES AND COSTS CAN ONLY BE MADE AT THE CONCLUSION OF THE CASE

7.01 A determination as to whether J.P. Morgan should reimburse its attorneys' fees and litigation expenses in defending this suit is premature and can only be made after the fact-finder and court have made substantive determinations regarding the disputes. See *Moody Foundation v. Moody*, 1999 WL 1041541 at *5 (Tex. App.—Austin 1999, pet. denied); *DuPont v. Southern Nat'l Bank*, 575 F.Supp. 849, 864 (S.D.Tex.1983), *modified*, 771 F.2d 874 (5th Cir.1985); *Grey v. First Nat'l Bank*, 393 F.2d 371, 387 (5th Cir.1968). Indeed, Plaintiffs admit that whether a trustee acted reasonably and in good faith in defending charges of breach of fiduciary duty is inherently a time consuming and intensive matter which must be determined on a case by case basis. See *American National Bank of Beaumont v. Biggs*, 274 S.W.2d 209 (Tex.

Civ. App.—Beaumont 1954, writ ref'd n.r.e); (Plaintiffs' Application for Temporary Injunction at p. 3).

7.02 The Application seeks to determine prematurely whether the attorneys' fees and litigation expenses incurred by J.P. Morgan as Trustee of the STS Trust were reasonable and necessary pursuant to TEX. TRUST CODE §114.064. The determination of an award of attorneys' fees pursuant to TEX. TRUST CODE §114.064 requires a two step process: (i) the award of attorneys' fees that are both reasonable and necessary to the litigation of a particular claim presents a question of fact for the jury to decide; and (ii) the total amount of attorneys' fees that are equitable and just presents a question of law committed to the trial court's discretion. *See Ridge Oil Co. v. Guinn Invs., Inc.*, 148 S.W.3d 143, 161 (Tex. 2004); *Bocquet v. Herring*, 972 S.W.2d 19, 21 (Tex. 1998); *In re Lesikar*, 285 S.W.3d 877, 584 (Tex. App.—Houston [14th Dist.] 2009, no pet.). The trial court has discretion to award attorneys' fees in an amount less than or equal to the amount determined by the jury to be reasonable and necessary. *See Ridge Oil Co. v. Guinn Invs., Inc.*, 148 S.W.3d 143, 161-162 (Tex. 2004).

7.03 The relief Plaintiffs request, the timing thereof, and the injunction vehicle they use to seek such relief, completely disregard the seminal role the court plays at the conclusion of the case in determining an award of attorneys' fees under TEX. TRUST CODE §114.064. The payment of attorneys' fees incurred in the defense of the STS Trust is an administrative expense of the Trust that is authorized by the Trust Agreement and the Texas Trust Code. The Plaintiffs' claims for relief are an attempt to shift the burden of authorized expenses to J.P. Morgan in its corporate capacity. In essence, the Plaintiffs are attempting to make a claim for the recovery of attorneys' fees against J.P. Morgan on behalf of the STS Trust. This they cannot do.

VIII.
CONCLUSION

8.01 The first place to look in order to evaluate the propriety of the Trustee's payment of attorneys' fees and litigation expenses is the Trust Agreement, which clearly and unequivocally authorizes the Trustee to reimburse itself for its reasonable attorneys' fees incurred in connection with the trust properties. Additionally, the Texas Trust Code authorizes the Trustee to employ attorneys and pay attorneys' fees and expenses from the assets of the Trust. In spite of these express authorizations and without citing to any relevant Texas legal authority, Plaintiffs ask this court to enter an injunction prohibiting payment of attorneys' fees and litigation expenses prior to the conclusion of the case.


8.02 Plaintiffs "supplemental authorities" do not provide any basis for the relief they have requested, and indeed Plaintiffs tacitly admit that they have an adequate remedy at law. Moreover, instead of seeking to maintain the status quo (as is required) to request an injunction, they seek to alter the status quo, and Defendants categorically deny any improper conduct in the litigation. Plaintiffs' suggestion that Defendants' litigation conduct somehow justifies an injunction is completely inappropriate and not supported by Texas law. Finally, the basis for any award of attorneys' fees and expenses must be determined at the conclusion of the case, in the sound discretion of the court, after appropriate findings have been made in accordance with Texas law.

WHEREFORE, PREMISES CONSIDERED, Defendants pray that Plaintiffs' Application for Temporary Injunction be in all things denied. Defendants further pray for such other and further relief to which they may be entitled.

Respectfully submitted,

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ATTORNEYS FOR DEFENDANTS

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing Defendants' Response to Plaintiffs' Supplemental Application for Temporary Injunction was served on the following, as indicated, on this the 6th day of July 2012:

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RUDYA. GARZA

(Consolidated Under)
NO. 2010-CI-10977

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

AMENDED PLEA IN INTERVENTION

Pursuant to Texas Rule of Civil Procedure 60, Plaintiff-Intervenors identified below in paragraphs 1-17 (collectively “Plaintiff-Intervenors”) file this Plea in Intervention, and state as follows:

I.
IDENTITIES OF PLAINTIFF-INTERVENORS

1. Plaintiff-Intervenor U.S. Bank Trust National Association SD, as trustee of the Harry C. Piper Trust U/A FBO Margaret P. Cost dated 1/27/37, holds a Certificate of Beneficial Interest in the South Texas Syndicate Trust (hereinafter the “STS Trust”).
2. Plaintiff-Intervenor U.S. Bank Trust National Association SD, Margaret Cost and Charles Pierson Jr., as trustees of the Louise G. Piper Trust U/W FBO Margaret P. Cost dated 8/19/72, hold a Certificate of Beneficial Interest in the STS Trust.
3. Plaintiff-Intervenor U.S. Bank Trust National Association SD, Margaret Cost and Charles Pierson Jr., as trustees of the Harry C. Piper Trust U/W FBO Margaret P. Cost dated 11/5/63, hold a Certificate of Beneficial Interest in the STS Trust.

4. Plaintiff-Intervenor U.S. Bank National Association and Barbara Erickson as trustees of the Frank N. Graham GST Exempt Family Trust #1 U/A dated 10/24/94, hold a Certificate of Beneficial Interest in the STS Trust.

5. Plaintiff-Intervenor U.S. Bank National Association and Barbara Erickson as trustees of the Frank N. Graham GST Exempt Family Trust #2 U/A dated 10/24/94, hold a Certificate of Beneficial Interest in the STS Trust.

6. Plaintiff-Intervenor U.S. Bank National Association as agent for Mary C. Hertica and Dennis E. Wisener as trustees of the Hertica-Wisener Family Trust U/A dated 10/29/09, hold a Certificate of Beneficial Interest in the STS Trust.

7. Plaintiff-Intervenor U.S. Bank National Association, as trustee of the William W. Gage Revocable Trust U/A dated 1/28/86, holds a Certificate of Beneficial Interest in the STS Trust.

8. Plaintiff-Intervenor U.S. Bank National Association, as agent for Sandra J. Costlow, holds a Certificate of Beneficial Interest in the STS Trust.

9. Plaintiff-Intervenor U.S. Bank National Association, as trustee of the Maud Douglas Trust U/A dated 12/12/27, holds a Certificate of Beneficial Interest in the STS Trust.

10. Plaintiff-Intervenor U.S. Bank National Association, as trustee of the Louis H. Piper Trust U/W dated 12/31/24, holds a Certificate of Beneficial Interest in the STS Trust.

11. Plaintiff-Intervenor U.S. Bank National Association, as trustee of the Walter D. Douglas II Residuary Trust U/A FBO Susan D. Shraibati dated 6/13/50, holds a Certificate of Beneficial Interest in the STS Trust.

12. Plaintiff-Intervenor U.S. Bank National Association, as trustee of the Walter D. Douglas II Residuary Trust U/A FBO David C. Douglas dated 6/13/50, holds a Certificate of Beneficial Interest in the STS Trust.

13. Plaintiff-Intervenor U.S. Bank National Association and Georgia Ray Lindeke, as trustees of the Georgia Ray Decoster Trust U/W dated 9/22/61, hold a Certificate of Beneficial Interest in the STS Trust.

14. Plaintiff-Intervenor U.S. Bank National Association, as trustee of the Francoise Latil Revocable Trust U/A dated 2/15/99, holds a Certificate of Beneficial Interest in the STS Trust.

15. Plaintiff-Intervenor U.S. Bank National Association, as trustee of the H. C. Piper Trust U/A FBO Charles Pierson dated 1/27/37, holds a Certificate of Beneficial Interest in the STS Trust.

16. Plaintiff-Intervenor U.S. Bank National Association as agent for Jeffery E. Harless, holds a Certificate of Beneficial Interest in the STS Trust.

17. Plaintiff-Intervenor U.S. Bank National Association as trustee of the Annick Latil Revocable Trust U/A dated 11/29/00, holds a Certificate of Beneficial Interest in the STS Trust.

18. Plaintiff-Intervenors have a right to intervene in this action under Texas Rule of Civil Procedure 60 because Plaintiff-Intervenors have a present justiciable interest in this litigation. The claims asserted by John K. Meyer, John Meyer Jr., Theodore Meyer, and Emilie Blaze (collectively the “Meyer/Blaze Plaintiffs”) and the defenses raised by JP Morgan Chase Bank, N.A. and Gary P. Aymes (collectively “Defendants”) in this suit implicate and affect the Plaintiff-Intervenors’ rights and interests, and Plaintiff-Intervenors’ presence in this action is essential to the protection of such rights and interests.

II.
HISTORY OF THE SOUTH TEXAS SYNDICATE TRUST

19. In 1906, Jed L. Washburn and five others purchased approximately 132,000 contiguous acres in McMullen and LaSalle Counties, Texas. Title to the property was originally taken in the name of George F. Piper and subsequently transferred in 1917 to Jed L. Washburn.

20. Following Jed L. Washburn's death in 1931, A. McC. Washburn became title holder in 1932. With court approval, the STS Trust was formed and 30,000 Certificates of Beneficial Interest were issued.

21. Following A. McC. Washburn's death in 1939, John T. Pearson was appointed Trustee of the STS Trust.

22. In 1950, the surface rights to the 132,000 acres were sold leaving the mineral estate as the sole asset of the STS Trust.

23. John T. Pearson died in 1950 without naming a Successor Trustee. The Alamo National Bank was appointed Successor Trustee of the STS Trust on February 12, 1951 by order of the District Court, 73rd Judicial District, Bexar County, Texas.

24. In 2001, after several bank mergers, J.P. Morgan Chase Bank, N.A. became Successor Trustee of the STS Trust.

25. In 2008, Petrohawk #1 Discovery well was drilled on STS Trust property and produced substantial results. Additional leases for mineral rights on STS Trust property were negotiated by the Trustee in 2008 through 2011 without exercising the prudence and good judgment consistent with its fiduciary obligations to the beneficiaries of the STS Trust.

26. In 2011, the Trustee settled an STS Trust lawsuit involving a mineral rights lease with Pioneer Natural Resources USA, Inc. and EOG Resources, Inc. without exercising the

prudence and good judgment consistent with its fiduciary obligations to the beneficiaries of the STS Trust.

27. Despite repeated requests by STS Trust beneficiaries, the Trustee has not provided an accounting in compliance with the requirements of the Texas Trust Code since the Petrohawk #1 Discovery well was drilled in 2008.

III. **SOUTH TEXAS SYNDICATE TRUST LITIGATION**

28. The subject matter of the pending Action involves the administration of the STS Trust. The Meyer/Blaze Plaintiffs allege that Defendants have engaged in a pattern of neglect, mismanagement and tortious behavior that has caused millions of dollars of damage to STS Trust assets and estate.

29. The Meyer/Blaze Plaintiffs seek a statutory accounting, damages for breach of fiduciary duty by Defendants in administering the trust, removal of Defendants as Trustee and judicial reformation of the STS Trust instrument to protect the STS Trust beneficiaries' interests in the future, provide transparency, define the duties and responsibilities of the Trustee, and ensure the efficient and proper administration of the STS Trust.

30. STS Trust beneficiary John K. Meyer commenced the pending Action against the Defendants for their actions as Trustee of the STS Trust in July 2010. In May 2011, STS Trust beneficiaries John Meyer Jr. and Theodore Meyer filed a Petition in Intervention in the John K. Meyer action.

31. A similar action against Defendants was commenced by STS Trust beneficiary Emilie Blaze in March 2011.

32. In June 2011, by an order of Judge Renee F. McElhaney, the Meyer and Blaze actions were consolidated.

33. In September 2011, Judge David Berchermann Jr. entered an order requiring notice to all STS beneficiaries of the pending Action and instructing each beneficiary that “he/she has a right to ‘opt in’ (join as a party) or to ‘opt out’ (not join as a party).”

34. On November 15, 2011, the Meyer/Blaze Plaintiffs filed Plaintiffs’ Consolidated Second Amended Petition.

35. In response to the September 2011 Order of Judge David Berchermann Jr., Plaintiff-Intervenors have elected to “opt in” to the pending Action. Collectively, the Plaintiff-Intervenors, together with the interests of the other STS Trust stakeholders which have filed Pleas in Intervention, own, hold and represent approximately 50% of the total 30,000 units of the STS Trust.

36. Defendants have repeatedly argued that beneficiaries holding Certificates of Beneficial Interest in the STS Trust are necessary parties to the pending Action.

IV.
PRESENT JUSTICIABLE INTEREST

37. Plaintiff-Intervenors hold Certificates of Beneficial Interest in the STS Trust and therefore are affected by the administration of the STS Trust and have an interest in and/or claim against the STS Trust.

38. Resolution of the claims asserted in the pending Action without the full participation of Plaintiff-Intervenors, who after notice of the pending action elected to “opt in”, would be improper and, as a practical matter, may impair or impede Plaintiff-Intervenors’ ability to protect their rights and interests. No party in the pending Action will adequately protect Plaintiff-Intervenors’ rights and interests, and intervention is therefore essential. Plaintiff-Intervenors are thus entitled to intervene in the pending Action under Texas Rule of Civil Procedure 60.

39. Allowing intervention will not prejudice the parties to the pending Action or cause an excessive multiplication of issues, but rather, will increase the judicial and economic efficiency of the pending Action. There has not been significant substantive progress in the pending Action because it was removed to federal court and remanded, and the Defendants are currently seeking a Plea in Abatement before the Texas Supreme Court. As such, Defendants have successfully prevented any substantial discovery progress. Moreover, U.S. Bank National Association had previously filed a Plea in Intervention in this litigation in its capacity as trustee or co-trustee for 10 trust instruments and now simply files this Amended Plea in Intervention to further intervene in its capacity as agent or trustee/co-trustee for 5 additional trust instruments and agent for 2 individuals. This amendment has no detrimental effect on the litigation. Therefore, Plaintiff-Intervenors timely bring this Amended Plea in Intervention.

V. CLAIMS

40. Plaintiff-Intervenors adopt and incorporate by reference all statements and allegations asserted in the Meyer/Blaze Plaintiffs' Consolidated Second Amended Petition as if the same were herein set forth in full, except the following specific allegations:

- a. Paragraph 7 to the extent that it alleges "Gary P. Aymes is a resident of Texas."
- b. Paragraph 13 in its entirety.
- c. Paragraph 24 in its entirety.
- d. Paragraph 39 in its entirety.
- e. Paragraph 46 to the extent that it alleges "Fiduciary Officer" is a named defendant.
- f. Paragraph 49 in its entirety.
- g. Paragraph 54 to the extent it alleges "exemplary" damages are being sought.
- h. Paragraph 57 in its entirety.
- i. Paragraph 58 in its entirety.

- j. Paragraph 68 to the extent it alleges "exemplary" damages are being sought.
- k. Paragraph 70 to the extent that it alleges that recovery is being sought "individually, jointly and severally" and "Aymes is individually liable for the misrepresentations arising from his individual actions".
- l. Paragraph 71 to the extent it alleges "exemplary" damages are being sought.
- m. Paragraph 73 to the extent it alleges that "Aymes" is a named defendant.

41. Plaintiff-Intervenors reserve the right to amend their pleadings to add allegations specific to their interests relating to this matter.

VI.
PRAYER FOR RELIEF

42. WHEREFORE, Plaintiff-Intervenors request that the parties take notice of the filing of this Amended Plea in Intervention and pray that upon final hearing Plaintiff-Intervenors have judgment against Defendant for:

- a. Removal of Defendant as Trustee of the STS Trust and appointment of a successor trustee;
- b. Actual damages;
- c. Consequential and incidental damages;
- d. Disgorgement of all compensation, fees, and expenses paid by the STS Trust to Defendant and to third-parties at the direction of Defendant;
- e. Pre-and post-judgment interest at the highest legal rate allowed by law;
- f. All attorneys' fees, expenses, and costs in pursuing this matter;
- g. An order compelling the Defendant to perform an accounting, maintain accurate and complete books and records, and permit an inspection of the books and records;
- h. An order prohibiting Defendant from using STS Trust assets, property, or revenue, to pay attorneys' fees, expenses, and costs in defending this action and any other actions brought by other beneficiaries;
- i. Such other and further relief to which Plaintiff-Intervenors may show themselves to be justly entitled; and

- j. Such other, further, and different damages as allowed in accordance with the evidence and applicable law.

Respectfully submitted,

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(Consolidated Under)
2010-CI-10977

JOHN K. MEYER ET AL

vs.

Anthony Baum

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

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IN THE DISTRICT COURT

225th JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

PLAINTIFFS' RESPONSE TO DEFENDANTS' OBJECTIONS TO
SUBPOENAS AND MOTION TO QUASH AND FOR PROTECTIVE ORDER

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiffs John K. Meyer, et al, file this their Response to Defendants' Objections to Subpoenas and Motion to Quash and for Protective Order and show as follows:

Introduction

Consistent with their practice since the day this case was filed, the Defendants' Objections and Motion to Quash and for Protective Order present a purely adversarial stance which is completely inconsistent with and inimical to their role as fiduciaries for the Plaintiffs/Intervenors.

As has been repeatedly held by our Supreme Court, all fiduciaries, including these Defendants, have an obligation to promptly and voluntarily disclose to their beneficiaries all material factual information which may affect the beneficiaries' rights related to the administration of the trust. This is totally independent of any discovery request, subpoenas, or other litigation tools which serve to compel a ordinary adversary to provide information in a lawsuit. These Defendants utterly ignore their fiduciary duties of loyalty and full disclosure and want to deal with their beneficiaries solely as

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litigation adversaries. This is inherently inappropriate and wrong, but is egregiously so when these Defendants use the Plaintiffs'/Intervenors' own money to fund such an violation of the Defendants' fiduciary duties.

Further and independently, at least as to the subpoena issued for Defendant Gary P. Aymes' attendance at the temporary injunction hearing, the Defendants' position would be legally incorrect even if the parties were not in a fiduciary relationship. Texas law explicitly permits a party to be subpoenaed to give testimony at a hearing such as this.

The Defendants' Duty to Disclose Exists Independent of Discovery

These Plaintiffs, as well as the Intervenors, are the beneficial owners of the South Texas Syndicate Trust property. Because the Defendants hold that property in trust for the Plaintiffs and Intervenors, the Defendants have a duty to disclose to the Plaintiffs/Intervenors any and all material factual information that might affect the Plaintiffs'/Intervenors' rights related to the administration of the trust. *Huie v. Deshazo*, 922 S.W.2d 920, 923 (Tex.1996).

This duty of disclosure owed by any fiduciary to any beneficiary "exists independently of the rules of discovery." *Deshazo*, 922 S.W.2d at 923. The Defendants' duty to disclose is an affirmative duty to provide information to their beneficiaries, these Plaintiffs and Intervenors. It is not an obligation to answer only if asked and then answer only as narrowly as clever attorneys can limit, by way of objection, the information reluctantly provided. Indeed, when a trustee declines to volunteer information "other than on request", that trustee engages in fraudulent

concealment of trust information. *Montgomery v. Kennedy*, 669 S.W. 2d 309, 311, 313 (Tex. 1984). (“If the [beneficiaries’] attorney or advisors asked for a specific class of documents, [the trustee] provided them, but through his attorneys [the trustee] declined to volunteer other than on request”). A fiduciary--such as a these Defendants--may not use the existence of litigation or other “strained relations” with the beneficiaries as a basis for arguing that they have been relieved of their fiduciary duties of loyalty and disclosure. *Huie v. Deshazo*, 922 S.W.2d 920 (Tex. 1996); *Montgomery v. Kennedy*, 669 S.W.2d 309, 313 (Tex. 1984).

Compounding the Defendants’ abdication of their duty to disclose is their stone walling of legitimate discovery and the constant assertion of inappropriate objections. Not only do the Defendants force the Plaintiffs/Intervenors to use discovery tools to gain access to their own trust information, but the Defendants repeatedly argue by way of objection that the Plaintiffs/Intervenors are not asking the correct questions so as to obtain information from the Defendants. This is utterly wrong. As in the *Montgomery v. Kennedy* case, a beneficiary may not know the information to request, yet providing information freely, voluntarily, and without prompting is exactly what the trustee is required to do. 669 S.W.2d at 313.

Clearly, these Defendants must make an election. If they wish to be in a purely adversarial litigation relationship with the Plaintiffs/Intervenors, then the Defendants need to resign as trustees and bring to an end the fiduciary duties that they owe. The Defendants cannot continue to fail to honor their fiduciary duties of loyalty and disclosure by hiding behind objections and the limitations on the discovery of

information which are imposed for non-fiduciaries by the Texas Rules of Civil Procedure.

**Defendant Gary P. Aymes Has Been Properly Subpoenaed to Appear at the
Hearing**

The Defendants assert that a party may not be subpoenaed to attend a court hearing and give testimony. This is completely wrong and merely emphasizes the bad faith manner in which the Defendants are conducting this litigation.

Texas Rule of Civil Procedure 181 states: “Either party to a suit may examine the **opposing party** as a witness and shall have the process to compel his attendance as in the case as any other witness.” (emphasis added).

Texas Rule of Civil Procedure 176.5 clearly envisions that a party may be a witness who is subpoenaed since that rule provides that: “If the witness is a **party** and is represented by an attorney of record in the proceeding, the subpoena may be served on the witness’s attorney of record.” (emphasis added)

Further, Texas Rule of Civil Procedure 176.2 provides that: “A subpoena must command the person to whom it is directed to Attend and give testimony at a deposition, **hearing**, or trial.” (emphasis added).

No doubt Defendant Gary P. Aymes wishes to avoid being confronted by questions concerning his multiple breaches of fiduciary duty during the upcoming hearing, but he has no legal basis for evading or avoiding such examination.

Conclusion

The Plaintiffs’ Application for Temporary Injunction requests that this Court

order the Defendants to pay their own attorney's fees and other litigation costs. The appropriateness of such an order could not be more clearly seen in the manner by which the Defendants seek to avoid providing information relevant to the temporary injunction hearing and to avoid even giving testimony regarding the facts and matters in controversy.

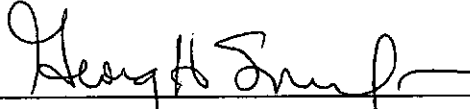
The Defendants' Objections to Subpoenas and Motion to Quash and for Protective Order should be denied; alternatively, denied in part; finally, this Court should enter such orders as or just appropriate and equitable under the circumstances.

Respectfully submitted,

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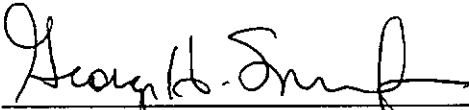
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I hereby certify that a true and correct copy of the above and foregoing document was *Hand Delivered* on the 14th day of June, 2012, to:

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

JOHN K. MEYER, ET. AL.

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IN THE DISTRICT COURT

VS.

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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

**DEFENDANT'S FIRST AMENDED ANSWER TO
U. S. BANK AMENDED INTERVENTION**

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES Defendant JPMorgan Chase Bank, N.A., Individually/Corporately, and as Trustee of the South Texas Syndicate Trust ("Defendant"), and files this its First Amended Answer to the Amended Plea In Intervention of U.S. Bank Trust National Association SD, U.S. Bank National Association, Margaret Cost, Charles Pierson, Jr., Barbara Erickson, Mary C. Hertica, Dennis E. Wisener, and Georgia Ray Lindeke, as Trustees/Co-Trustees and/or agents, and Sandra J. Costlow, and Jeffrey E. Harless (collectively referred to herein as "U.S. Bank"), subject to its Plea in Abatement, and would respectfully show the Court as follows:

I.

Subject to, reserving and without waiving its Plea in Abatement, Defendant denies generally the allegations contained in the Amended Plea In Intervention of U.S. Bank and demands strict proof thereof.

II.

Defendant seeks reimbursement and recovery of its reasonable and necessary attorneys' fees and costs as may be equitable and just under TEX. PROP. CODE §114.064.

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WHEREFORE, PREMISES CONSIDERED, Defendant prays that Intervenor U.S. Bank take nothing by this suit, and that, upon final trial, Defendant recover its attorneys fees, costs, costs of court, and such other and further relief to which it may be justly entitled.

Respectfully submitted,

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This is to certify that a true and correct copy of the foregoing DEFENDANT'S FIRST AMENDED ANSWER TO U.S. BANK AMENDED INTERVENTION was served on the following counsel of record, as indicated, on this the 4th day of May 2012:

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JOHN K. MEYER, ET. AL. DEPUTY § IN THE DISTRICT COURT
VS. BY Lamar Suarez §
§
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' RESPONSE TO PLAINTIFFS'
APPLICATION FOR TEMPORARY INJUNCTION**

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COME, Defendants JPMorgan Chase Bank, N.A. in all capacities ("J.P. Morgan") and Gary P. Aymes (collectively referred to herein as "Defendants") and file this their Response to Plaintiffs' Application for Temporary Injunction and with respect thereto, would show the Court as follows:

**I.
SUMMARY OF RESPONSE**

1.01 J.P. Morgan, as Trustee of the STS Trust, has the authority under the Trust Agreement and TEXAS TRUST CODE §114.063 to charge the STS Trust for the attorneys' fees and litigation expenses it incurs in this suit.

1.02 In addition, Plaintiffs have failed to (a.) plead or (b.) establish any ground authorizing their request for injunctive relief. Plaintiffs' Application for Temporary Injunction (the "Application") does not include the prerequisite allegations required for a temporary injunction, and Plaintiffs have no proof showing (i) a cause of action against the defendant (ii) a probable right to the relief sought, (iii) a probable, imminent, and irreparable injury in the interim, and (iv) no adequate remedy at law.

**Some pages may not be legible as
per original document.**

Clerk Initials: ALS
Date: 6.21.12

1.03 The Plaintiffs are requesting from this Court a type of relief that has not been provided in any reported Texas case. The Application is premature in that it attempts to abrogate and ignore Texas law that requires the involvement of the trial court and the jury *at the end* of the case to determine a proper award of attorneys' fees and litigation expenses pursuant to TEX. TRUST CODE §§114.063 and 114.064.

II.

THE TRUSTEE IS EXPRESSLY AUTHORIZED PURSUANT TO THE TRUST AGREEMENT TO CHARGE ATTORNEYS' FEES AND COSTS TO THE STS TRUST

2.01 J.P. Morgan currently serves as sole trustee of the STS Trust. The STS Trust's primary assets are mineral interests in several South Texas counties that produce substantial income for the trust beneficiaries. The net income is distributed to the trust beneficiaries. Currently, there are 259 beneficiaries who receive distributions from the STS Trust.

2.02 The STS Trust expressly provides for the payment of attorneys' fees and costs in connection with the Trust properties. The two key documents establishing and governing the STS Trust are (i) the Final Decree entered on February 12, 1951 in Cause No. F-62,656, in the suit styled *Fred W. Shield, et al. v. Eva M. Barrington, et al.*, filed in the 73rd Judicial District Court of Bexar County, Texas (the "1951 Judgment");¹ and (ii) the Certificates of Beneficial Interest evidencing the STS Trust beneficiaries' interest therein.

2.03 The STS Trust provides that the Trustee shall have the right of "[r]eimbursement for actual out-of-pocket expense and reasonable attorneys' and accountants' fees incurred in connection with the said [STS Trust] properties." See 1951 Judgment p. 3. Further, the Certificates of Beneficial Interest provide that the "net proceeds derived from said [STS Trust] property, after making suitable provision for anticipated expenses, will be distributed from time to time to the beneficiaries according to their respective interests." It is important to note that the

¹ A true and correct copy of the 1951 Judgment is attached hereto and incorporated herein as Exhibit "1."

principal of the STS Trust consists of mineral interests; therefore, there is no significant cash or cash equivalent fund comprising a principal amount from which to pay expenses.

2.04 Pursuant to the STS Trust, J.P. Morgan is required to distribute all income it receives to the beneficiaries. In compliance with the 1951 Judgment and the Certificate of Beneficial Interest (collectively referred to herein as the “Trust Agreement”), J.P. Morgan, as Trustee of the STS Trust, charges all of its actual expenses, attorneys’, accountants’, and other professionals’ fees to the STS Trust on a current basis. Further, J.P. Morgan, as Trustee of the STS Trust, charges its attorneys’ fees and other litigation expenses regarding this suit to the STS Trust in compliance with the Trust Agreement.

III.
THE TRUSTEE IS AUTHORIZED PURSUANT TO TEXAS TRUST CODE
§114.063 TO CHARGE ATTORNEYS’ FEES AND COSTS TO THE STS TRUST

3.01 It is axiomatic that J.P. Morgan in its capacity as Trustee has the statutory authority under the Texas Trust Code to employ attorneys, accountants and other agents reasonably necessary in the administration of the trust estate. TEX. TRUST CODE §113.018. Furthermore, TEX. TRUST CODE §114.063, entitled “General Right to Reimbursement,” provides that

“[a] trustee may discharge or reimburse himself from trust principal or income or partly from both for . . . advances made for the convenience, benefit or protection of the trust or its property” and for “expenses incurred while administering or protecting the trust or because of the trustee’s holding or owning any of the trust property.”

The attorneys’ fees and litigation expenses incurred by J.P. Morgan to defend this suit are “expenses incurred while administering or protecting the [STS Trust] or because of [J.P. Morgan’s] holding or owning any of the [STS Trust] property.” Therefore, J.P. Morgan is authorized under TEX. TRUST CODE §114.063 to reimburse itself from the STS Trust for its attorneys’ fees and litigation expenses incurred in defending this suit. *See DuPont v. Southern*

Nat'l Bank, 575 F.Supp. 849, 864 (S.D.Tex.1983), *modified*, 771 F.2d 874 (5th Cir.1985); *Grey v. First Nat'l Bank*, 393 F.2d 371, 387 (5th Cir.1968); 3 *Scott on Trusts* §188.4; *Bogert's Trusts and Trustees* §801; Restatement (Second) of Trusts §188, cmt. b, and §244.

3.02 Because J.P. Morgan is authorized to charge the STS Trust for its attorneys' fees and litigation expenses incurred in defending this suit pursuant to the Trust Agreement, and TEX. TRUST CODE §114.063, Plaintiffs' Application should be in all things denied.

IV.
PLAINTIFFS HAVE FAILED TO ALLEGE AND HAVE NO EVIDENCE
OF ANY GROUNDS REQUIRED FOR THE GRANTING OF INJUNCTIVE RELIEF

4.01 A temporary injunction is an extra-ordinary remedy and does not issue a matter of right. *See Walling v. Metcalfe*, 863 S.W.2d 56, 57 (Tex. 1993). Plaintiffs' Application should be denied as a matter of law because Plaintiffs have failed to even plead the requirements for the granting of a temporary injunction. TEXAS CIVIL PRACTICE & REMEDIES CODE §65.011. In order to obtain a temporary injunction, an applicant must plead and prove (i) a cause of action against the defendant (ii) a probable right to the relief sought, (iii) a probable, imminent, and irreparable injury in the interim, and (iv) no adequate remedy at law. *See Butnaru v. Ford Motor Co.*, 84 S.W.3d 198, 204 (Tex. 2002); *Town of Palm Valley Johnson*, 87 S.W.3d 110, 111 (Tex. 2001); *Operation Rescue-Nat'l v. Planned Parenthood*, 975 S.W.2d 546, 554 (Tex. 1998); TEX. CIV. PRAC. & REM. CODE §65.011; TEXAS RULE OF CIVIL PROCEDURE 684. *The Plaintiffs have not alleged any of the elements required to obtain a temporary injunction.* A basic analysis of the elements will reveal why Plaintiffs were unable to make the allegations.

A. PLAINTIFFS ARE TRYING TO ALTER THE STATUS QUO

4.02 The purpose of a temporary injunction is to preserve the status quo pending a trial on the merits. *See Walling v. Metcalfe*, 863 S.W.2d at 56, 58 (Tex.1993). Plaintiffs must show they have no adequate remedy at law, and therefore, are entitled to preservation of the status quo.

See LeFaucheur v. Williams, 807 S.W.2d 20, 22 (Tex. App.—Austin 1991, no writ); *Bagley v. Higginbotham*, 353 S.W.2d 868, 869 (Tex.Civ.App.—Beaumont 1962, writ ref'd n.r.e.). Pursuant to the terms of the Trust, attorneys' fees and accounting fees related to the Trust have been paid out of the Trust since its inception. Indeed, Plaintiffs admit (and the Trustee does not deny) that attorneys' fees and litigation expenses have been paid out of the Trust since the inception of the litigation, which was filed by the Plaintiffs in March 2011. The status quo is clear. Plaintiffs' application, rather than seeking to "maintain" the status quo, instead improperly seeks to "change" the status quo by causing the termination of the payment of fees currently being paid out of the Trust. This Plaintiffs may not do. *See Butnaru*, 84 S.W.3d at 204; *Metcalfe*, 863 S.W.2d at 58.

B. PLAINTIFFS HAVE AN ADEQUATE REMEDY AT LAW

4.03 Clearly, Plaintiffs are fully aware that they have an adequate remedy at law. They admit that the Plaintiffs' claims, at their core, seek the removal of Defendant and the award of damages (Plaintiffs' Application for Temporary Injunction at p. 2). Plaintiffs' Application requests this Court to enjoin the payment of attorneys' fees and litigation expenses incurred in the lawsuit. In other words, their claim involves the payment of money. To prove an inadequate remedy at law, Plaintiffs must show that their damages are incapable of calculation or that J.P. Morgan is incapable of responding in damages. *See Telephone Equipment Network, Inc. v. TA/Westchase Place, Ltd.*, 80 S.W.3d 601 (Tex. App.—Houston [1st. Dist.] 2002, no pet.). The amount of the attorneys' fees and litigation expenses are certainly capable of easy calculation and appear on statements being provided to Plaintiffs. Not surprisingly, Plaintiffs have made no allegation that J.P. Morgan could not respond to an award of damages for any claims for reimbursement of attorneys' fees and the costs of the litigation. The Plaintiffs clearly have an

adequate remedy at law and can make no showing of irreparable harm. *See Matagorda Cty. Hosp. Dist. V. City of Palacios*, 47 S.W.3d 96, 103 (Tex. App.—Corpus Christi 2001, no pet.)

C. PLAINTIFFS' CLAIMS FOR REIMBURSEMENT FOR PAST FEES AND EXPENSES AND PAYMENT OF INTEREST IS NOT SUBJECT TO AN ACTION FOR TEMPORARY INJUNCTION

4.04 Plaintiffs request injunctive relief requiring the Trustee to act affirmatively in reimbursing the STS Trust for all of its attorneys' fees and litigation expenses (plus interest) already paid out of the STS Trust. This allegation is in the nature of a counterclaim as a surcharge against the Trustee for money damages and is not appropriate as a claim for a temporary injunction. To the extent the allegations request a mandatory injunction, J.P. Morgan incorporates that arguments and authorities referenced *supra*. Furthermore, a trial court can only issue a mandatory injunction upon a showing that the mandatory order is necessary to prevent irreparable injury or extreme hardship. *See RP&R, Inc. v. Territo*, 32 S.W.3d 396, 400 (Tex. App.—Houston [14th Dist.] 2000, no pet.)(because the mandatory injunction changes the status quo, it should be granted only in a case of extreme hardship); *LeFaucheur*, 807 S.W.2d at 22.

V.

ANY DETERMINATION REGARDING THE AWARDING OF ATTORNEYS' FEES AND COSTS CAN ONLY BE MADE AT THE CONCLUSION OF THE CASE

5.01 A determination as to whether J.P. Morgan is authorized to reimbursement of its attorneys' fees and litigation expenses in defending this suit is premature and can only be made after the fact finder and court have made substantive determinations regarding the disputes. *See Moody Foundation v. Moody*, 1999 WL 1041541 at *5 (Tex. App.—Austin 1999, pet. denied); *DuPont*, 575 F.Supp. at 864; *Grey*, 393 F.2d at 387 (5th Cir.1968). Indeed, Plaintiffs admit that whether a trustee acted reasonably and in good faith in defending charges of breach of fiduciary duty is inherently a time consuming and intensive matter which must be determined on a case by case basis. [citing *American National Bank of Beaumont v. Biggs*, 274 S.W.2d 209 (Tex. Civ.

App. – Beaumont, 1954, writ ref'd n.r.e] (Plaintiffs' Application for Temporary Injunction at p. 3).

5.02 Further, the Application seeks to determine prematurely whether the attorneys' fees and litigation expenses incurred by J.P. Morgan as Trustee of the STS Trust were reasonable and necessary pursuant to TEX. TRUST CODE §114.064. The determination of an award of attorneys' fees pursuant to TEX. TRUST CODE §114.064 requires a two step process: (i) the award of attorneys' fees that are both reasonable and necessary to the litigation of a particular claim presents a question of fact for the jury to decide; and (ii) the total amount of attorneys' fees that are equitable and just presents a question of law committed to the trial court's discretion. *See Ridge Oil Co. v. Guinn Invs., Inc.*, 148 S.W.3d 143, 161 (Tex. 2004); *Bocquet v. Herring*, 972 S.W.2d 19, 21 (Tex. 1998); *Lesikar*, 285 S.W.3d at 584. The trial court has discretion to award attorneys' fees in an amount less than or equal to the amount determined by the jury to be reasonable and necessary. *See Ridge Oil Co.*, 972 S.W.2d at 161-162. Thus, the amount determined by the jury to be the reasonable and necessary fees for litigation of claims for which recovery is authorized sets the outer boundary of fees that may be awarded under TEX. TRUST CODE §114.064, and the trial court may award so much of that sum as it determines to be both equitable and just. *See Lesikar*, 285 S.W.3d at 584.

5.03 The relief Plaintiffs request, the timing thereof and the injunction vehicle they use to seek such relief, completely disregard the seminal role the court plays at the conclusion of the case in determining an award of attorneys' fees under TEX. TRUST CODE §114.064. The payment of attorneys' fees incurred in the defense of the Trust is an administrative expense of the Trust that is authorized by the Trust Agreement and the Texas Trust Code. The Plaintiffs' claims for relief are an attempt to shift the burden of authorized expenses to J.P. Morgan in its corporate

capacity. In essence, the Plaintiffs are attempting to make a claim for the recovery of attorneys' fees against J.P. Morgan on behalf of the Trust. This they cannot do.

VI.
RESPONSE TO PLAINTIFFS' ARGUMENT

6.01 Plaintiffs have cited this Court to no Texas authority authorizing the relief for which they seek. None of the Texas cases cited by Plaintiffs involved an effort to enjoin a trustee during litigation from charging attorneys' fees and expenses to the trust. Plaintiffs rely heavily on *Moody Foundation v. Moody*, 1999 WL 1041541 at *5 (Tex. App.—Austin 1999, pet. denied), which is clearly distinguishable from the instant case. In *Moody*, the court was presented with the question of whether a charitable trust must reimburse a trustee for personal legal fees arising from his federal criminal prosecution for fraud for acts of self-dealing. The trustee was found guilty by the jury, though a portion of the conviction was set aside on appeal. The trustee attempted to recover the attorneys' fees that he incurred in the criminal case. Not surprisingly, the court ruled that Moody's conduct underlying the criminal case was not reasonable and in good faith, and the court denied Moody's claim for reimbursement of attorneys' fees. Instead of being supportive of Plaintiffs' arguments here, the *Moody* case supports Defendants' point that the determination of the attorneys' fees charged to the trust should be made at the conclusion of the case once all facts and legal arguments have been determined.

6.02 Failing to find any Texas authority supporting their insupportable position, Plaintiffs resort to three out-of-state cases, none of which are applicable. *In re Bayliss*, 313 F.3d 9 (1st Cir. 2002) involved the dischargability in bankruptcy of a judgment debt of a former trustee who was guilty of defalcation as found by a Massachusetts state court in a previous proceeding. As further authority, Plaintiffs also cite to a footnote in *Wells Fargo Bank v. Superior Court*, 990 Pac.2d 591, 599 fn. 2 (Cal. 2000). The case involved a question of attorney-

client privilege, and the court's suggestion in a footnote about what might be a better practice does not even rise to the level of dictum.

6.03 Plaintiffs also cite *In re Trusteeship of Williams*, 591 N.W.2d 743 (Minn. App. 1999), wherein the Minnesota appellate court sustained a finding in the trial court that the trustee was denied its attorneys' fees in the trial court. First, it is important to note that the trial court's finding was made at the conclusion of the underlying case (not as an injunction). Second, the appellate court cited numerous abuses of the litigation process by the trustee, none of which are present in the instant case.

6.04 Defendants expressly and categorically deny that they have in any way abused the litigation process, violated the Texas Rules of Civil Procedure, or sought to frustrate the prompt and economical resolution of this case.

VII. CONCLUSION

7.01 The first place to evaluate the propriety of the Trustee's payment of attorneys' fees and litigation expenses is the Trust Agreement, which clearly and unequivocally authorizes the Trustee to reimburse itself for its reasonable attorneys' fees incurred in connection with the trust properties. Additionally, the Texas Trust Code authorizes the Trustee to employ attorneys and pay attorneys' fees and expenses from the assets of the Trust. In spite of these express authorizations and without any Texas legal authority, Plaintiffs ask this court to enter an injunction prohibiting payment of attorneys' fees and litigation expenses prior to the conclusion of the case.

7.02 Plaintiffs have wholly failed to allege any of the requirements to obtain a temporary injunction, and Plaintiffs are well aware that they have an adequate remedy at law. Nevertheless, instead of seeking to maintain the status quo (as is required) to request an injunction, they seek to alter the status quo. Plaintiffs' suggestion that Defendants' litigation

conduct somehow justifies an injunction is completely inappropriate and not supported by Texas law. As noted, *supra*, Defendants categorically deny any improper conduct in the litigation. The basis for any award of attorneys' fees and expenses must be determined at the conclusion of the case, in the sound discretion of the court, after appropriate findings have been made in accordance with Texas law.

WHEREFORE, PREMISES CONSIDERED, Defendants pray that Plaintiffs' Application for Temporary Injunction be in all things denied. Defendants further pray for such other and further relief to which they may be entitled.

Respectfully submitted,

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By: 

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ATTORNEYS FOR DEFENDANTS

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing DEFENDANTS' RESPONSE TO PLAINTIFFS' APPLICATION FOR TEMPORARY INJUNCTION was served on the following, as indicated, on this the 19th day of June, 2012:

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PATRICK K. SHEEHAN

NO. F-82,666

FRED W. SHIELD, ET AL.)	IN THE DISTRICT COURT,
VS.)	73RD JUDICIAL DISTRICT,
EVA M. BARRINGTON, ET AL.)	BEXAR COUNTY, TEXAS.

FINAL DECREE

On this 12 day of February, 1951, came on to be heard the above numbered and entitled cause, and came the plaintiffs, Fred W. Shield and George W. Herd, as independent executors of the estate of John T. Pearson, deceased, and George W. Herd, individually, by their attorneys of record, and came all the defendants, Eva M. Barrington, feme sole, Evalyn F. Barrington, feme sole, Bruchhols & Company, John S. Carney, Pamela W. Christy, joined by her husband, Kenneth L. Christy, Nellie B. Clark, joined by her husband, Tracy H. Clark, J. J. Delehanty, George A. Doney and Mrs. Mary A. Doney, First Nat'l. Bank & Trust Co. of Minneapolis as Trustee for Maud Douglas, First Nat'l. Bank & Trust Co. of Minneapolis and Henrietta J. Ward as Trustees under Par. III of Last Will and Testament of Louis R. Piper, deceased; First Nat'l. Bank & Trust Co. of Minneapolis and Henrietta J. Ward as Trustees under Par. IV of Last Will & Testament of Louis H. Piper, deceased, First Nat'l. Bank of Minneapolis and Harry C. Piper as Trustees under Agreement with Harry C. Piper and Louise G. Piper dated January 27, 1937; Mary Denfeld French, joined by her husband, Charles Dashiell French, William E. Gage and Empire National Bank of St. Paul executors of the Will of Florence A. Gage, Pauline Warner Graham joined by her husband, Frank W. Graham, Dorothy Warner Griffis and husband W. A. Griffis, Effie W. Lamberton, Barbara Warner McCampbell and husband, Richard J. McCampbell, Carolyn McLean, feme sole, Charles Russell McLean, C. R. McLean, Jr., C. R. McLean, Trustee under the Last Will & Testament of Mildred Washburn McLean, deceased, John W. McLean, Malcolm McLean, Hurion Day Mullins, feme sole, North & Company, Charlotte Warner Orlady, feme sole, Perkins & Co., Miss Alice S. Piper, feme sole, Edmund L. Piper, George F. Piper, George F. Piper, Jr., Harry C. Piper and wife Louise G. Piper, Louis Hunter Piper, Nina P. Piper, joined by her husband, George F. Piper, Eleanor Warner Salisbury, joined by her husband, Willis R. Salisbury, Virginia Warner Luethi, joined by her husband, Carl F. Luethi, Lucy B. Sine, Limited, Henrietta J. Ward, feme sole, Dorothy McKnight Warner, feme sole, Individually and as Independent Executrix of the Estate of Donald A. Warner, deceased, Donald A. Warner, Jr., Ellsworth A. Warner,

EXHIBIT

tabbles

Florence Gertrude Warner, feme sole, Harold L. Warner, trustee of Katherine B. Warner under agreement of December 7, 1929, Henry T. Warner, Maurice A. Warner, Maurice A. Warner, Jr., Munroe F. Warner, Rose Warner, feme sole, William Piper Warner, Zelma G. Warner, feme sole, Miss Hope Washburn, feme sole, Julia Genevieve Washburn, feme sole, Martha Hooker Washburn, feme sole, Martha Hooker Washburn as Trustee ^{U/W} of John Lawrence Washburn, deceased, Abbott McCormell Washburn, Jr. and Ruby Risk Washburn, feme sole and filed written waivers of citation and answered and by their several answers adopted the prayer to plaintiffs' petition and consented to the appointment of The Alamo National Bank, of San Antonio, as Successor Trustee of the liquidating trust known as "South Texas Syndicate"; and it appearing to the Court that the plaintiffs, together with the defendants, constitute all of the beneficiaries of said liquidating trust or the legal representatives of said beneficiaries, and that there is, therefore, no disputed issue of fact for submission to a jury, and, no jury having been demanded, that this cause should be heard by the Court without the intervention of a jury; and the Court having heard and considered the pleadings, evidence and argument of counsel, finds that each and all of the facts alleged in plaintiffs' petition herein are true and that The Alamo National Bank, of San Antonio, should be appointed the Successor Trustee of said trust as prayed by plaintiffs and consented to by all of the defendants; and subsequent to the announcement of such decision by the Court The Alamo National Bank, of San Antonio, having filed with the Court its acceptance of said appointment:

IT IS ORDERED, ADJUDGED AND DECREED that The Alamo National Bank, of San Antonio, Texas, is hereby appointed as Trustee without bond of the liquidating trust known as "South Texas Syndicate" to succeed John T. Pearson, deceased, as Trustee of said trust, and the said The Alamo National Bank, of San Antonio, is hereby invested with all of the powers and shall be charged with all of the duties set forth in the declaration of trust contained in the certificates of beneficial interest as set forth in "Exhibit A" to plaintiffs' petition herein, except that the last paragraph of the certificates to be issued by the said The Alamo National Bank as Trustee shall, in lieu of the last paragraph as contained in said certificates, be as follows:

In case of our resignation or removal, we agree to convey and deliver all of the then trust property to such successor as the beneficiaries, or the court in which proceedings may be had for the appointment of a successor, shall appoint;

and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the said The Alamo National Bank, of San Antonio, is permitted to resign as Trustee upon giving sixty days notice in writing to the then beneficial owners of record of said liquidating trust known as "South Texas Syndicate" and the said The Alamo National Bank, of San Antonio, is authorized and directed to continue the orderly liquidation of the said trust property, such liquidation to be at such time and in such manner as the Trustee may, in the exercise of prudence and in its good judgment and in conformity with the overall purpose of liquidation, determine; and,

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the said The Alamo National Bank, of San Antonio, be compensated for its services as Trustee from the receipts and assets of said liquidating trust as follows:

1. An opening fee of \$500.00,
2. A final disbursement and closing fee of \$500.00,
3. On all sales of trust assets a reasonable compensation,
4. For the routine services and responsibilities as Trustee, including taking title of trust properties, ordinary management of trust properties, assessing of the trust properties for taxation, appearing before boards of equalization, receiving, checking and disbursing of the royalties from trust properties, 8% of the disbursements with a minimum fee of \$300.00 per month;
5. For extraordinary services which the Trustee may be called upon to perform in connection with the trust estate, a reasonable fee for such services,
6. Reimbursement for actual out-of-pocket expense and reasonable attorneys' and accountants' fees incurred in connection with the said trust properties;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all right, title and interest in and to the hereinafter described property heretofore vested in John T. Pearson, now deceased, as Trustee of said liquidating trust, is hereby divested out of the said John T. Pearson and the plaintiffs herein as his independent executors, and all right, title and interest heretofore vested in said deceased Trustee is hereby vested in the said The Alamo National Bank, of San Antonio, Texas, as Trustee of said liquidating trust, and the plaintiffs, Fred W. Shield and George W. Herd, as independent executors of the estate of the said John T.

Pearson, deceased, are hereby ordered and directed to convey all of the right, title and interest in and to said property and to deliver possession thereof to the said The Alamo National Bank, as such Trustee, the said property being described as follows:

The oil, gas and other minerals in and under the property known as the Washburn Ranch, consisting of 138,000 acres of land, more or less, in LaSalle and McAllen Counties, in the State of Texas, said land being covered by and described in the deed executed by E. C. Warner and others to A. Mc C. Washburn dated January 30, 1932, recorded in Book Z-2, pages 278 to 297, of the Deed Records of LaSalle County, Texas, and in Book 10, pages 59 to 78, of the Deed Records of McAllen County, Texas, being all of the oil, gas and mineral interest and rights heretofore retained in conveyances of lands comprising said ranch heretofore executed by the said John T. Pearson, as Trustee, together with all of the rights and appurtenances appertaining thereto, together with all of the personal property of every kind, cash on hand, accounts receivable, claims, demands, books, records and other property of every kind vested in or held by the said John T. Pearson, as Trustee of said trust, or to which he was entitled upon the date of his death as well as such moneys and property received by said executors after the death of said John T. Pearson for the use and benefit of said trust, except such moneys as have been paid out in connection with the operation and preservation of the trust by the said executors pending the appointment of a successor Trustee and except such amounts due the said executors as commissions for their services in connection with the operation and preservation of the trust properties pending the appointment of a successor Trustee; and

It is further ORDERED, ADJUDGED and DECREED that all costs of this proceeding including reasonable attorneys fees be adjudged against the plaintiffs herein to be paid out of the funds of the liquidating trust known as "South Texas Syndicate" and it appearing to the Court that all of such costs have been paid prior to the signing hereof, this decree is entered fully satisfied as to costs.

SIGNED this 12 day of February, 1931.

/s/ Delos Finch
Judge Presiding

THE STATE OF TEXAS, }
COUNTY OF McMULLEN. }

I, Sam Franklin, Clerk of the County Court of said County, do hereby certify that the foregoing instrument of Writing, with its certificate of authentication was filed for record in my office this 17th day of April A. D. 1957, at 11:00 o'clock A. M., and duly recorded the 24th day of April A. D. 1957, at 1:30 o'clock P. M., in the Deed Records of said County, in Volume 49 on pages 278-285.

Witness my hand and the seal of the County Court of said County at office in Tilden, Texas, the day and year last above written.

Sam Franklin
Clerk, County Court, McMullen County, Texas.
By Heady Wheeler, Deputy.

CERTIFICATE

THE STATE OF TEXAS, }
COUNTY OF BEXAR. }

I, HART McCORMICK, Clerk of the District Courts of Bexar County, Texas, do hereby certify that

the above and foregoing is a true and correct copy of the original
PLAINTIFF'S ORIGINAL PETITION
FINAL DECREE

FILED: NOV. 29, 1950
Vol. 60 Page 345-347

In Cause No. F- 62656 , wherein FRED W. SHIELD, ET AL

ARE Plaintiff S. and EVA BARRINGTON, ET AL

ARE Defendant S, as the same appears on file in my office.

WITNESS, HART McCORMICK, Clerk of the District Courts of Bexar County, Texas.

Given under my hand and seal of said Courts, at office in the City of San Antonio, Texas,

this 20th day of February, A. D. 19 51

Hart McCormick,
Clerk, District Courts, Bexar County, Texas

By Charles W. Mills Deputy.

CERTIFICATE OF RECORD

STATE OF TEXAS
COUNTY OF LA SALLE

I, Geo. E. Cook, Clerk, in and for said State and County, do hereby certify that the above instrument of writing, with its certificates of authentication was filed for record in my office this 4th day of Apr., A. D. 1951, at 2:30 o'clock P. M., and duly recorded the 5th day of April A. D. 1951, at 3:45 o'clock, P. M., in the Dead Records of La Salle County, Vol. Q-4 on pages 246.

Witness my hand and the seal of the County Court of said County, at the office in Cotulla, Texas, the day and year left above. Written

By Amy M. Pearson

Geo. E. Cook

CAUSE NO. 2010-CI-10977

JOHN K. MEYER, ET AL.,

Plaintiffs,

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

Defendants.



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IN THE DISTRICT COURT OF

225th JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

**PLAINTIFFS' MOTION TO COMPEL HARDCOPY
TRUST ADMINISTRATION DOCUMENTS**

Plaintiffs hereby file this Motion to Compel ("Motion") the production of hardcopy documents relating to the administration of the South Texas Syndicate Trust ("STS Trust") by Defendants JP Morgan Chase Bank, N.A., in its individual and corporate capacities and as Trustee of the South Texas Syndicate Trust ("JP Morgan") and Gary P. Aymes ("Defendants"). These hardcopy documents are discoverable as hereinafter described.

I.

FACTUAL AND PROCEDURAL BACKGROUND

A. The Instant Lawsuit

Plaintiffs, as beneficiaries, allege causes of action against Defendants regarding the administration of the South Texas Syndicate Trust ("STS Trust"). On June 21, 2011, Cause No. 2011-CI-04747 was consolidated with the original lawsuit. Thereafter, additional beneficiaries have intervened seeking similar relief. Plaintiffs and Intervenor represent over 50% of the beneficial interest holders in the STS Trust.

FILED
DISTRICT CLERK
BEXAR CO. TEXAS
12 MAY 11 P. 4: 30
BY [Signature]

Plaintiffs sued Defendants alleging a pattern of neglect, mismanagement and tortious behavior that has caused significant damage to the STS Trust assets and estate. Plaintiffs also seek a statutory accounting, the removal of Defendants as Trustee and judicial reformation of the STS Trust instrument to protect the beneficiaries' interests in the future, provide transparency, define the duties and responsibilities of the trustee, and ensure the efficient and proper administration of the STS Trust, among other things.

B. The Production to Be Compelled

After the most recent hearing in this matter, Defendants were ordered to produce transcripts of depositions of JP Morgan employees taken in a case brought by JP Morgan on behalf of the STS Trust against Pioneer Natural Resources, USA, Inc. and EOG Resources, Inc., Cause No. 09-04-00036-CVL. In these depositions, JP Morgan employees testified that there are approximately 50 boxes containing paper documents generated in the ordinary course of administering the STS Trust and maintained by JP Morgan in San Antonio (the "50 Boxes"). This deposition testimony has been designated as "confidential" by JP Morgan. Plaintiffs are prepared to provide such testimony to the Court for *in camera* review. Plaintiffs have repeatedly requested access to these documents. *See, e.g.*, Blaze Request for Production No. 36; *see also* April 20, 2012 Letter from Donley to Williams, attached hereto as Exhibit A. Defendants have failed to respond. Thus, Plaintiffs are now forced to move to compel production of these 50 Boxes of documents.

II.

ARGUMENTS AND AUTHORITIES

Plaintiffs are entitled to access the hardcopy documents generated in the ordinary course of administering the STS Trust for two reasons: (1) these documents are reasonably calculated to

lead to the discovery of admissible evidence; and (2) Plaintiffs, as beneficiaries of the STS Trust, have a right under the Texas Trust Code to review this information.

A. Defendants should produce the hardcopy documents generated in the ordinary course of administering the STS Trust under TRCP 192 and 196.

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

The 50 Boxes are discoverable in this case because: (1) these documents demonstrate actions taken and not taken by Defendants in administering the STS Trust; (2) these documents contain evidence of the documents Defendants chose to collect while administering the STS Trust which may help explain why Defendants failed to properly evaluate the economic prospects of the trust; and (3) these documents demonstrate the current state of the Trustee's STS Trust file which is relevant to how the trust has been and is being administered.

Plaintiffs have specifically requested the hardcopy documents generated in the administration of the STS Trust. *See, e.g.,* Blaze Request for Production No. 36; April 20, 2012 Letter from Donley to Williams, attached hereto as Exhibit A; *see also* Blaze Requests for Production Definition of "Document".¹

¹Blaze Requests for Production Definition at 2 ("Document' or 'documents' shall mean every document within the widest permissible scope of the Texas Rules of Civil Procedure, including, without limitation, every original (and every copy of any original or copy which differs in any way from any original) of every writing or recording of every kind or description, whether handwritten, typed, drawn, sketched, printed, or recorded or maintained by any physical, mechanical, electronic, or electrical means whatsoever, including, without limitation, electronic communications or data bases, emails (including, without limitation, received emails, sent emails, and deleted emails together with all attachments), text messages, SMS, MMS, BBM, or other instant message system or format, books, records, papers, pamphlets, brochures, circulars, advertisements, specifications, notebooks, worksheets, reports, lists, analyses, summaries, tax returns, financial statements, profit and loss statements, cash flow statements, balance sheets, annual or other periodic reports, calendars, appointment books, diaries, telephone bills and toll call records, expense reports, commission statements, itineraries, agendas, check books, canceled checks, receipts, agreements, applications, offers, acceptances, proposals, purchase orders, invoices, written, electronic or otherwise

Because Plaintiffs have properly requested the hardcopy documents generated in the administration of the STS Trust and because this information is relevant to the subject matter of the pending action, and/or appears to be reasonably calculated to lead to the discovery of admissible evidence, the Court should order Defendants to produce this information.

B. Defendants' Objections Should Be Denied.

In their response to Blaze's Request for Production No. 36, Defendants made the following objections and claim of privilege:

OBJECTIONS:

Defendant objects to this Request on the following basis:

1. This Request is vague, undefined, non-specific, overly broad, harassing, and unduly burdensome.
2. This Request seeks information that is not relevant to the subject matter of this case for discovery purposes and is beyond the scope of discovery as confined by the subject matter of this case. *See* TRCP 192 cmt.1.
3. This Request seeks confidential, private, and/or proprietary information pertaining to the South Texas Syndicate Trust. Accordingly, J.P. Morgan has filed a Motion for Protective Order and objects to further responding to this discovery requests until such Motion has been determined and protections granted as requested herein.
4. All necessary parties (in excess of 200 beneficiaries of the South Texas Syndicate Trust) have not been joined and J.P. Morgan objects to producing information that may be confidential (or otherwise objectionable) to the other beneficiaries before they are joined and have the opportunity to be heard regarding any objections that they may have to the release of the requested information to Plaintiff.

CLAIM OF PRIVILEGE:

Subject to the above-objections and the Court's determination as to the proper scope of this Request and J.P. Morgan's obligations (if any) to further respond and produce documents thereunder, J.P. Morgan anticipates that documents responsive to this Request (or redacted information in such documents) have been

recorded memorials of oral communications, forecasts, photographs, photographic slides or negatives, films, film strips, tapes and recordings, and any 'tangible things' as that term is used in Texas Rule of Civil Procedure 196.1.").

or will be withheld from production under attorney-client and work product privileges.

Defendant JPMorgan Chase Bank, N.A.'s Objections and Responses to Plaintiff Emilie Blaze's Second Set of Requests for Production at 29, attached hereto as Exhibit B.

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

The STS Trust hardcopy file held by JP Morgan is reasonably calculated to lead to the discovery of admissible evidence for three reasons: (1) these documents demonstrate actions taken and not taken by Defendants in administering the STS Trust; (2) these documents contain evidence of the documents Defendants chose to collect while administering the STS Trust which may help explain why Defendants failed to properly evaluate the economic prospects of the trust; and (3) these documents demonstrate the current state of the Trustee's file related to the STS Trust which is relevant to how the trust has been and is being administered.

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

Defendants protest that certain information sought by Plaintiffs through Request for Production No. 36 is "confidential, private, and/or proprietary information". This objection should be denied because a protective order has been entered in this case to protect confidentiality. *See* Agreed Protective Order, signed November 14, 2011.

3. The hardcopy documents generated in the administration of the STS Trust do not appear on Defendants' withholding statement.

After refusing to produce a withholding statement until a hearing was held on the matter, Defendants produced a withholding statement. Defendants' withholding statement contains one-hundred twenty-three documents—one opinion letter and one-hundred twenty-two invoices, all from the law firm of Cox & Smith. *See* Defendants' Withholding Statement, attached hereto as Exhibit C. Plaintiffs cannot ascertain the exact contents of the 50 Boxes because Defendants have *failed to respond* in any way. Even assuming the 50 Boxes contain the one-hundred

twenty-three Cox & Smith documents, a significant number of non-privileged documents remain to be produced.

C. Plaintiffs, as beneficiaries of the STS Trust, have the right under basic Texas trust law to review information related to the Administration of their Trust.

As beneficiaries of the STS Trust, Plaintiffs are entitled to obtain information that demonstrates how their trust has been and is being administered. *See, e.g., Shannon v. Frost Nat. Bank of San Antonio*, 533 S.W.2d 389, 393 (Tex. Civ. App.—San Antonio 1975, writ ref'd n.r.e.); *Bogert's Trusts And Trustees* § 962 (“Generally, if a beneficiary of a trust requests information about the trust from the trustee, the trustee must promptly furnish it. . . . If a trustee unreasonably refuses to furnish information about a trust to a beneficiary who has requested it, the court will order the trustee to do so and may charge the trustee with the cost of the proceeding. A trustee’s failure to provide information about the trust to beneficiaries may also be grounds for a claim for damages, removal of the trustee, reduction or denial of compensation, or other relief.”); *see also* Restatement (Third) Trusts § 82(2); Restatement (Second) Trusts § 173.

Through their repeated requests for the hardcopy documents generated in the administration of the STS Trust, Plaintiffs merely request information necessary to assess how their trust has been administered. Proper trust administration of a trust under the Texas Trust Code requires that Defendants make information available to STS beneficiaries, including the hardcopy documents generated in the administration of the STS Trust, to determine how their trust has been administered.

Therefore, because Plaintiffs have the right to access the conflicts information under Texas trust law, the Court should order Defendants to produce the 50 Boxes of hardcopy documents responsive to Blaze Request No. 36.

III.

CONCLUSION

For the reasons described herein, Plaintiffs request that the Court enter an order compelling Defendants to produce the hardcopy documents generated in the administration of the STS Trust that do not appear on Defendants' withholding statement within ten days.

DATE: May 11, 2012.

Respectfully submitted,

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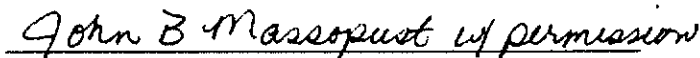
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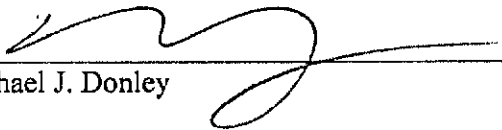
Facsimile: 214-760-8994

ATTORNEYS FOR INTERVENORS

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing instrument has been served on the below listed counsel of record via facsimile, this 11th day of May 2012:

Patrick K. Sheehan
David Jed Williams
Mark A. Randolph
Kevin M. Beiter
Hornberger Sheehan Fuller Beiter
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San Antonio, TX 78209



Michael J. Donley

EXHIBIT A

* * * -
LOEWINSOHN FLEGLE DEARY
L · L · P

April 20, 2012

VIA EMAIL

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

Re: Cause No. 2011-CI-10977; *John K. Meyer, et al. v. JP Morgan Chase Bank N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust and Gary P. Aymes*; in the 225th District Court, Bexar County, Texas

Dear Jed:

This letter describes our understanding of the status of certain outstanding discovery issues in the above-captioned case.

Related-Case Documents and Discovery

It is our understanding that your clients object to the use of any documents or discovery from the *Carolyn J. Clark, et al. v. JP Morgan Chase Bank, NA et al* matter (the "Clark Case") in this case. It is our further understanding that your clients will not produce any documents or discovery related to the Clark Case in this case without being so instructed by the Court.

Because of the similarity of the cases and the substantial overlap of witnesses and issues between the two cases, it is our position that (1) Plaintiffs and Intervenors in this case are entitled to access to many of the documents and discovery in the Clark Case; and (2) substantial expense can be avoided by your client's agreement to produce Clark Case documents and discovery in this case. See attached Letter from Jim Drought to Patrick Sheehan dated March 5, 2012. If we have misunderstood your clients' position, please let me know.

Business Relations Documents

It is our understanding that JP Morgan will not produce previously-requested documents sufficient to identify business relations between JP Morgan and Pioneer Natural Resources, Petrohawk Energy Corporation, and EOG Resources. *See* attached response of JP Morgan Chase Bank to Plaintiffs' Request for Production No. 92. If this is not your clients' position, please let me know.

Hardcopy Documents Related to the Administration of the STS Trust

It has come to our attention that JP Morgan holds, as trustee for the South Texas Syndicate Trust ("STS Trust"), approximately fifty (50) boxes of hardcopy documents related to the administration of the STS Trust. It is our understanding that these documents are located in San Antonio. These documents are clearly covered by Plaintiffs' Requests for Production. *See, e.g.*, attached Blaze Request for Production No. 36. We again request access to these documents. Additionally, under Texas Trust law, beneficiaries of the STS Trust have the right to review such information apart from the rights granted by the Texas Rules of Civil Procedure. If your clients are willing to provide access to these documents please let me know and we will arrange a time to review and copy.

Pioneer/EOG Litigation Documents

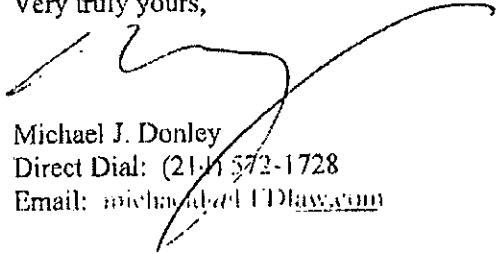
At the most recent discovery hearing in this case, the Court ordered your clients to produce the deposition testimony of JP Morgan witnesses taken in *JP Morgan Chase Bank, N.A., in its capacity as Trustee of the South Texas Syndicate Trust v. Pioneer Natural Resources USA, Inc. and EOG Resources, Inc.* (the "Pioneer/EOG Litigation"). Upon reviewing the limited production by your clients, it is obvious that these documents are clearly relevant to the issues in this case.

For the same reasons described in Plaintiffs' Motion to Compel Witness Statements and Plaintiffs' Brief in Support of Their Motion to Compel Production of Prior Deposition Testimony of Key Witnesses, your clients should produce: (1) transcripts of all depositions taken in the Pioneer/EOG Litigation including exhibits; (2) all documents produced by JP Morgan as trustee on behalf of STS Trust in the Pioneer/EOG Litigation; and (3) all documents received by JP Morgan as trustee on behalf of STS Trust in the Pioneer/EOG Litigation. These documents have been previously requested. *See, e.g.*, attached Blaze Request for Production Nos. 74-86. Please contact us if you intend to produce these documents.

April 20, 2012
Page 3

We remain willing to work with your clients on these issues and would prefer avoiding further hearings with the Court.

Very truly yours,



Michael J. Donley
Direct Dial: (214) 572-1728
Email: michael@tdlaw.com

MJD/arh

cc: Patrick K. Sheehan (via email)
George Spencer, Jr. (via email)
James L. Drought (via email)
Richard Tinsman (via email)
John B. Massopust (via email)
Matthew Gollinger (via email)



DROUGHT DROUGHT & BOBBITT LLP

ATTORNEYS AT LAW

March 5, 2012

Mr. Patrick K. Sheehan
Hornberger Sheehan Fuller & Beiter, Inc.
Quarry Heights
7373 Broadway, Suite 300
San Antonio, Texas 78209

VIA E-MAIL TRANSMISSION

Re: Cause No. 2011-CI-02000; *Carolyn J. Clark, et al. v. JP Morgan Chase Bank, NA et al.*; in the District Court, 438th Judicial District, Bexar County, Texas ("Clark Action")

Re: Cause No. 2010-CI-10977; *John K. Meyer, et al., Plaintiffs v. JP Morgan Chase Bank, N.A. Individually/Corporately and as Trustee of the South Texas Syndicate Trust and Gary P. Aymes, Defendants* ("STS Action")

Dear Pat:

As you know, we have recently conducted substantial discovery in the Clark Action involving JP Morgan document production and the depositions of current and former JP Morgan employees. In significant part, the discovery in the Clark Action included documents and testimony that is also relevant to the claims being made by the Plaintiffs in the STS Action.

There is an Agreed Protective Order regarding confidential information in both cases, the one in the Clark case having been signed on August 3, 2011, and the one in the Meyer case having been signed on November 14, 2011.

The two cases have many similarities. The Plaintiffs' pleadings essentially allege the same causes of action against JP Morgan, in its capacity as trustee. Most, if not all, of the JP Morgan witnesses will be the same in both cases. Much of the documentation produced by JP Morgan will be relevant to both cases.

I am sure that your client, as a trustee with fiduciary duties to trust beneficiaries, is very interested in minimizing litigation expenses where possible. It

JLD\Clark, Craig\497.0002 - Clark v. JPM\Sheehan et al - Agreed Protective Order.wpd

497.0002

Mr. Patrick K. Sheehan
March 5, 2012
Page 2

is clear to me, and to my co-counsel, that one such way to minimize litigation expenses is to allow discovery in either case to be used in the other. If JP Morgan is agreeable to this concept, I am confident that the plaintiffs in both actions will also agree, particularly where protective orders are in place.

I suggest that we enter into an agreed order which allows all confidential information produced by either side to be used in either case. I would prefer doing this by agreement. However, if JP Morgan will not so agree, we will prepare the necessary motions and take the matter up with the respective courts.

Please let me know if this meets with your approval at your earliest convenience. I look forward to hearing from you.

With best regards.

Sincerely,



James L. Drought

JLD/kf

Mr. Patrick K. Sheehan
March 5, 2012
Page 3

cc via e-mail transmission:

Mr. John B. Massopust

Mr. George H. Spencer, Jr.
Mr. Jeffrey J. Jowers

Mr. Richard Tinsman

Mr. Les J. Strieber III

Mr. David R. Deary
Mr. Jim L. Flegle
Mr. Michael J. Donley

CAUSE NO. 2010-CI-10977

JOHN K. MEYER

VS.

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

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

DEFENDANT JPMORGAN CHASE BANK, N.A.'S OBJECTIONS AND RESPONSES
TO PLAINTIFF EMILE BLAZE'S SECOND SET OF REQUESTS FOR PRODUCTION

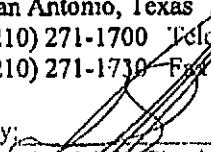
Defendant JPMorgan Chase Bank, N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust (collectively "J.P. Morgan") submits these Objections and Responses to Plaintiff Emile Blaze's Second Set of Requests for Production.

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER
& BEITER INCORPORATED**

7373 Broadway, Suite 300
San Antonio, Texas 78209
(210) 271-1700 Telephone
(210) 271-1730 Fax

By:


Patrick K. Sheehan
State Bar No. 18175500
Kevin M. Beiter
State Bar No. 02059065
David Jed Williams
State Bar No. 21518060
Mark A. Randolph
State Bar No. 00791484

ATTORNEYS FOR DEFENDANTS

CERTIFICATE OF SERVICE

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

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

VIA CERTIFIED MAIL R.R.R.

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

VIA CERTIFIED MAIL R.R.R.


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

VIA CERTIFIED MAIL R.R.R.

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

VIA CERTIFIED MAIL R.R.R.

on this 13th day of July, 2011.



Patrick K. Sheehan
David Jed Williams
Mark A. Randolph

**DEFENDANT'S RESPONSES AND OBJECTIONS TO PLAINTIFF'S SECOND SET OF
REQUESTS FOR PRODUCTION**

I. GENERAL OBJECTIONS AND REQUEST FOR PROTECTIVE ORDER

A. These Requests in some instances seek the production of information that would constitute an invasion of Defendants' (or other person's or entity's) personal rights of privilege, confidentiality, and privacy. Additionally, many of these Requests have questionable relevance to the subject matter of this case, are overly broad in scope and would unduly burden J.P. Morgan with the need to search for, organize, review and produce a massive amount of information and data from decades past at great time and expense. J.P. Morgan has filed a Second Motion for Protective Order, which Motion is incorporated herein by reference in its entirety, and J.P. Morgan objects to these discovery requests (where applicable) on each and all of the bases set forth in the Second Motion for Protective Order (and as provided below).

B. Defendant objects to the instructions contained in I. A. as same are unduly burdensome and harassing. Defendant will produce such information as it is kept in the ordinary course of its business or in such other format as may be convenient to Defendant or agreed to by the parties.

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

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

REQUEST FOR PRODUCTION NO. 87:

All documents or communications regarding, reflecting or concerning any report, physical model, survey, compilation of data, evaluation, or memorandum related to the Trust Assets.

OBJECTIONS:

Defendant objects to this Request on the following bases:

1. This Request is vague, undefined, non-specific, overly broad, harassing, and unduly burdensome.
2. This Request seeks information that is not relevant to the subject matter of this case for discovery purposes and is beyond the scope of discovery as confined by

the subject matter of this case. *See* TRCP 192 cmt. 1.

3. This Request seeks confidential, private, and/or proprietary information pertaining to the South Texas Syndicate Trust, its beneficiaries, and potentially other third parties. Accordingly, J.P. Morgan has filed a Second Motion for Protective Order and objects to further responding to this discovery request until such Motion has been determined and protections granted as requested therein.
4. All necessary parties (in excess of 200 beneficiaries of the South Texas Syndicate Trust) have not been joined and J.P. Morgan objects to producing information that may be confidential (or otherwise objectionable) to the other beneficiaries before they are joined and have the opportunity to be heard regarding any objections that they may have to the release of the requested information to Plaintiff.

CLAIM OF PRIVILEGE:

Subject to the above-objections and the Court's determination as to the proper scope of this Request and J.P. Morgan's obligations (if any) to further respond and produce documents thereunder, J.P. Morgan anticipates that documents responsive to this Request (or redacted information in such documents) have been or will be withheld from production under attorney-client and work product privileges.

REQUEST FOR PRODUCTION NO. 88:

All documents or communications regarding, reflecting or concerning any technical report, physical model, survey, compilation of data, evaluation, or memorandum related to the Trust Assets.

OBJECTIONS:

Defendant objects to this Request on the following bases:

1. This Request is vague, undefined, non-specific, overly broad, harassing, and unduly burdensome.
2. This Request seeks information that is not relevant to the subject matter of this case for discovery purposes and is beyond the scope of discovery as confined by the subject matter of this case. *See* TRCP 192 cmt. 1.
3. This Request seeks confidential, private, and/or proprietary information pertaining to the South Texas Syndicate Trust, its beneficiaries, and potentially other third parties. Accordingly, J.P. Morgan has filed a Second Motion for Protective Order and objects to further responding to this discovery request until such Motion has

been determined and protections granted as requested therein.

4. All necessary parties (in excess of 200 beneficiaries of the South Texas Syndicate Trust) have not been joined and J.P. Morgan objects to producing information that may be confidential (or otherwise objectionable) to the other beneficiaries before they are joined and have the opportunity to be heard regarding any objections that they may have to the release of the requested information to Plaintiff.

CLAIM OF PRIVILEGE:

Subject to the above-objections and the Court's determination as to the proper scope of this Request and J.P. Morgan's obligations (if any) to further respond and produce documents thereunder, J.P. Morgan anticipates that documents responsive to this Request (or redacted information in such documents) have been or will be withheld from production under attorney-client and work product privileges.

REQUEST FOR PRODUCTION NO. 89:

All documents or communications regarding, reflecting or concerning any industrial report, physical model, survey, compilation of data, evaluation, or memorandum related to the Trust Assets.

OBJECTIONS:

Defendant objects to this Request on the following bases:

1. This Request is vague, undefined, non-specific, overly broad, harassing, and unduly burdensome.
2. This Request seeks information that is not relevant to the subject matter of this case for discovery purposes and is beyond the scope of discovery as confined by the subject matter of this case. *See* TRCP 192 cmt. 1.
3. This Request seeks confidential, private, and/or proprietary information pertaining to the South Texas Syndicate Trust, its beneficiaries, and potentially other third parties. Accordingly, J.P. Morgan has filed a Second Motion for Protective Order and objects to further responding to this discovery request until such Motion has been determined and protections granted as requested therein.
4. All necessary parties (in excess of 200 beneficiaries of the South Texas Syndicate Trust) have not been joined and J.P. Morgan objects to producing information that may be confidential (or otherwise objectionable) to the other beneficiaries before they are joined and have the opportunity to be heard regarding any objections that

they may have to the release of the requested information to Plaintiff.

CLAIM OF PRIVILEGE:

Subject to the above-objections and the Court's determination as to the proper scope of this Request and J.P. Morgan's obligations (if any) to further respond and produce documents thereunder, J.P. Morgan anticipates that documents responsive to this Request (or redacted information in such documents) have been or will be withheld from production under attorney-client and work product privileges.

REQUEST FOR PRODUCTION NO. 90:

All documents or communications regarding, reflecting or concerning any engineering, geological or scientific information, report, physical model, survey, compilations of data, evaluation or memorandum (whether written, recorded, video-taped or otherwise preserved) related to The Trust Assets. This Request specifically includes, but is not limited to, any engineering or geological document available or reviewed prior to negotiating or considering agreements with any third parties, including Petrohawk Energy Corporation.

OBJECTIONS:

Defendant objects to this Request on the following bases:

1. This Request is vague, undefined, non-specific, overly broad, harassing, and unduly burdensome.
2. This Request seeks information that is not relevant to the subject matter of this case for discovery purposes and is beyond the scope of discovery as confined by the subject matter of this case. See TRCP 192 cmt. 1.
3. This Request seeks confidential, private, and/or proprietary information pertaining to the South Texas Syndicate Trust, its beneficiaries, and potentially other third parties. Accordingly, J.P. Morgan has filed a Second Motion for Protective Order and objects to further responding to this discovery request until such Motion has been determined and protections granted as requested therein.
4. All necessary parties (in excess of 200 beneficiaries of the South Texas Syndicate Trust) have not been joined and J.P. Morgan objects to producing information that may be confidential (or otherwise objectionable) to the other beneficiaries before they are joined and have the opportunity to be heard regarding any objections that they may have to the release of the requested information to Plaintiff.

CLAIM OF PRIVILEGE:

Subject to the above-objections and the Court's determination as to the proper scope of this Request and J.P. Morgan's obligations (if any) to further respond and produce documents thereunder, J.P. Morgan anticipates that documents responsive to this Request (or redacted information in such documents) have been or will be withheld from production under attorney-client and work product privileges.

REQUEST FOR PRODUCTION NO. 91:

All documents sufficient to determine the precise metes and bounds and total acreage of Trust Assets as of the date of the Response and any additions or subtractions thereto since the creation of the Trust.

OBJECTIONS:

Defendant objects to this Request on the following bases:

1. This Request is vague, undefined, non-specific, overly broad, harassing, and unduly burdensome.
2. This Request seeks information that is not relevant to the subject matter of this case for discovery purposes and is beyond the scope of discovery as confined by the subject matter of this case. See TRCP 192 cmt. 1.
3. This Request seeks confidential, private, and/or proprietary information pertaining to the South Texas Syndicate Trust and its beneficiaries. Accordingly, J.P. Morgan has filed a Second Motion for Protective Order and objects to further responding to this discovery request until such Motion has been determined and protections granted as requested therein.

RESPONSE:

Subject to and without waiving the foregoing objections and upon resolution of the matters therein by agreement or court order, Defendant will produce documents, if any, responsive to the request at a mutually convenient date, time and place.

REQUEST FOR PRODUCTION NO. 92:

All documents sufficient to identify any and all business or banking relationships by and between JPMorgan Chase Bank, N.A., or any of its affiliates, subsidiaries, or divisions and any

entity having a leasehold or other interest in the Trust Assets, including but not limited to, the following entities and any of their affiliates, subsidiaries, divisions, joint venture interests, partnerships, or other business relationships:

- (a) Pioneer Natural Resources;
- (b) Petrohawk Energy Corporation; and
- (c) EOG Resources.

OBJECTIONS:

Defendant objects to this Request on the following bases:

1. This Request is vague, undefined, non-specific, overly broad, harassing, and unduly burdensome.
2. This Request seeks information that is not relevant to the subject matter of this case for discovery purposes and is beyond the scope of discovery as confined by the subject matter of this case. *See* TRCP 192 cmt. 1.
3. This Request seeks confidential, private, and/or proprietary information pertaining to J.P. Morgan and the third parties identified in the request. Accordingly, J.P. Morgan has filed a Second Motion for Protective Order and objects to further responding to this discovery request until such Motion has been determined and protections granted as requested therein.
4. This Request seeks documents consisting of potential banking records for third parties. With respect to these requested records, Plaintiff has failed to satisfy the requirements of Tex. Fin. Code §59.006, and specifically, §§59.006(b), (c), and (d), which require that Plaintiff pay J.P. Morgan's costs and attorneys' fees, give notice to the affected possible customers of J.P. Morgan and give those customers an opportunity to consent or refuse to consent to the production of their records.

CAUSE NO. 2011-CI-04747

EMILIE BLAZE,	§	IN THE DISTRICT COURT OF
	§	
Plaintiff,	§	
	§	
v.	§	
	§	225 TH JUDICIAL DISTRICT
JP MORGAN CHASE BANK, N.A.,	§	
INDIVIDUALLY/CORPORATELY AND AS	§	
TRUSTEE OF THE SOUTH TEXAS	§	
SYNDICATE TRUST and GARY P. AYMES,	§	
	§	
Defendants.	§	BEXAR COUNTY, TEXAS

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

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

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

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

L

DEFINITIONS AND INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. In construing this request:

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

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

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

In each instance, explain the circumstances surrounding such disposition and identify the person(s) who either directed or authorized the document(s) destruction or transfer or who are

knowledgeable about its disposition. Identify each document by providing a general description of its format (e.g., letter, memorandum, telegram, chart, photograph, etc.) and subject matter; and list its authors, recipients, and date; and state whether the documents (or copies) are still in existence, and if so provide their present location(s) and custodian(s).

B. The relevant time period is from the formation of the Trust to the present.

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

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

II.

REQUESTS FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 1:

All documents regarding or referring to Plaintiff or John Blaze.

RESPONSE:

REQUEST FOR PRODUCTION NO. 2:

All documents regarding or reflecting communications or information exchanged by and/or between You and Plaintiff or John Blaze.

RESPONSE:

REQUEST FOR PRODUCTION NO. 3:

All documents regarding or referring to the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 4:

All documents regarding or referring to the Trustee.

RESPONSE:

REQUEST FOR PRODUCTION NO. 5:

All documents regarding or referring to the Trust assets.

RESPONSE:

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

REQUEST FOR PRODUCTION NO. 6:

All documents regarding and/or reflecting Your internal communications or information exchanged regarding any aspect of the Trust, Trust assets, or Trustee.

RESPONSE:

REQUEST FOR PRODUCTION NO. 7:

All documents regarding and/or reflecting Your internal communications and/or information exchanged regarding any aspect of the Trust, Plaintiff (including John Blaze) or any other beneficiary.

RESPONSE:

REQUEST FOR PRODUCTION NO. 8:

All documents regarding and/or reflecting communications and/or information exchanged by and/or between You and any individual or entity other than a beneficiary of the Trust regarding any aspect of the Trust, Trust assets, or Trustee.

RESPONSE:

REQUEST FOR PRODUCTION NO. 9:

All documents regarding and/or reflecting any communication and/or information exchanged by and/or between You and any beneficiary regarding any aspect of the Trust, Trust assets or Trustee.

RESPONSE:

REQUEST FOR PRODUCTION NO. 10:

All documents regarding or reflecting communications or information exchanged by or between You and any potential witness You may call to testify at the trial of this matter.

RESPONSE:

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

REQUEST FOR PRODUCTION NO. 11:

All documents regarding and/or reflecting any communications or information exchanged by or between You and any individual or entity regarding Plaintiff, John Blaze, or any aspect of this lawsuit.

RESPONSE:

REQUEST FOR PRODUCTION NO. 12:

All documents regarding or reflecting communications and/or information exchanged by and/or between You and any individual or entity who may have knowledge of facts relevant to this case.

RESPONSE:

REQUEST FOR PRODUCTION NO. 13:

All documents or communications regarding or reflecting Your right and/or authority to act as Trustee of the South Texas Syndicate Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 14:

All documents regarding or reflecting any written or oral agreements of any nature entered into with, for, or on behalf of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 15:

All documents or communications regarding or reflecting any lease, contract and/or agreement relating in any way to the Trust or Trust assets for the period You have been Trustee of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 16:

All documents or communications regarding or reflecting Your efforts to liquidate Trust assets.

RESPONSE:

REQUEST FOR PRODUCTION NO. 17:

All documents regarding or reflecting formal or informal communications, summaries, reports, or analysis provided to beneficiaries of the Trust as a whole or to any individual beneficiary of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 18:

All documents or communications regarding or reflecting communications to, from and/or between, You, the Trust and/or Trustee and any or all of the beneficiaries of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 19:

All documents regarding or reflecting communications (including information exchanged) by and/or between You and any other individual or entity other than a beneficiary of the Trust concerning any aspect of the Trust, the Trust assets, or the services provided to, for, or on behalf of the Trust or Trustee.

RESPONSE:

REQUEST FOR PRODUCTION NO. 20:

All documents regarding or reflecting communications (including information exchanged) by and/or between You and any beneficiary of the Trust concerning any aspect of the Trust, the Trustee, or services provided to, for, or on behalf of the Trust or Trustee.

RESPONSE:

REQUEST FOR PRODUCTION NO. 21:

All documents or communications regarding or reflecting the characterization or structure of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 22:

All documents or communications regarding or reflecting whether the Trust is properly characterized, structured, operated or maintained, at any time, as a liquidating trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 23:

All documents regarding or referring to the characterization or structure of the Trust. This Request specifically includes but is not limited to characterizations or analysis for legal or tax purposes.

RESPONSE:

REQUEST FOR PRODUCTION NO. 24:

All documents regarding or reflecting communications or information exchanged by and/or between You and any other individual or entity other than a beneficiary of the Trust relating to the characterization or structure of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 25:

All documents regarding or reflecting communications or information exchanged by and/or between You, Plaintiff (including John Blaze) and/or any other beneficiary of the Trust regarding or Relating to the characterization or structure of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 26:

All documents or communications regarding or reflecting analysis of whether a particular action by the Trustee, at any time, was a routine service or responsibility or an extraordinary service.

RESPONSE:

REQUEST FOR PRODUCTION NO. 27:

All documents regarding or reflecting communications and/or information exchanged by and/or between You and any accountant, lawyer, or other professional regarding any aspect of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 28:

All documents regarding or reflecting communications and/or information exchanged by and/or between You and any professional advisor (including but not limited to lawyers or accountants) concerning any aspect of the Trust, including but not limited to the characterization, structure, and/or operation of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 29:

All documents or communications regarding or reflecting any oral or written opinion from a professional advisor (including but not limited to a lawyer or accountant) concerning any

aspect of the Trust, including but not limited to the characterization, structure, or operation of the Trust. This Request specifically includes but is not limited to all internal communications, all written communications, and all forms of any opinion, whether informal, formal, draft, revised, or final.

RESPONSE:

REQUEST FOR PRODUCTION NO. 30:

Any documents regarding or reflecting any communication with, or opinions by, an accountant, attorney, or other professional, relating to the characterization of the Trust as an ordinary trust, liquidating trust, business trust, royalty trust, association, business association, or other characterization or structure. This Request specifically includes characterizations or analysis for legal or tax purposes.

RESPONSE:

REQUEST FOR PRODUCTION NO. 31:

All documents regarding or reflecting information exchanged and/or communications, including but not limited to memorandums, reports, or opinions, by accountants, attorneys, or other professionals relating to the characterization or structure of the Trust. This Request specifically includes characterizations or analysis for legal or tax purposes.

RESPONSE:

REQUEST FOR PRODUCTION NO. 32:

All documents regarding or reflecting communications and/or information exchanged by and/or between You and any accountant, lawyer, or other professional advisor regarding any aspect of the Trust, Trust assets, or Trustee.

RESPONSE:

REQUEST FOR PRODUCTION NO. 33:

All documents or communications regarding or reflecting any communications, memorandums, reports or opinions by accountants, attorneys, or other professionals, whose services were paid for out of Trust funds, relating to the characterization of the Trust as an

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

ordinary trust, liquidating trust, business trust, royalty trust, association, business association, or other characterization or structure, to specifically include characterizations or analysis for legal or tax purposes.

RESPONSE:

REQUEST FOR PRODUCTION NO. 34:

All documents or communications regarding, reflecting or relating to the characterization of the Trust as an ordinary trust, liquidating trust, business trust, royalty trust, association, business association, or other characterization or structure.

RESPONSE:

REQUEST FOR PRODUCTION NO. 35:

All documents or communications regarding or reflecting any aspect of the management and/or operation of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 36:

All documents regarding, referring to, or reflecting any aspect of the administration of the Trust before you were appointed as the Trustee of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 37:

All documents or communications regarding or reflecting the operation of the Trust as an ordinary trust.

RESPONSE:

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

REQUEST FOR PRODUCTION NO. 38:

All documents or communications regarding or reflecting the Internal Revenue Services' treatment of the Trust, including but not limited to the Internal Revenue Services' treatment of the characterization and/or operation of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 39:

All documents or communications regarding or reflecting any aspect of a decision to seek or not to seek a letter ruling or other guidance from the Internal Revenue Service with regard to the characterization, structure, operation or any other aspect of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 40:

All documents or communications regarding or reflecting any letter ruling or other guidance, input, or advice from the Internal Revenue Service concerning the characterization, structure, operation, or any other aspect of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 41:

All documents or communications regarding judicial reformation of the Trust instrument that currently governs the trusteeship of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 42:

All documents or communications regarding or reflecting any aspect of a decision to seek or not to seek judicial reformation of the Trust instrument that currently governs the trusteeship of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 43:

All documents and communications regarding Your status as Trustee of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 44:

All documents or communications regarding or reflecting Your potential loss of the trusteeship of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 45:

All documents or communications regarding or reflecting the job descriptions or duties of each employee, independent contractor, or any other individual or entity that You have hired or retained to administer the Trust or provide any other services to, from, or on behalf of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 46:

All documents regarding and/or reflecting communications and/or information exchanged by and/or between You, any of Your employees or any other individuals or entities that You have hired or retained to administer the Trust or provide any services related in any way to the Trust.

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

RESPONSE:

REQUEST FOR PRODUCTION NO. 47:

All documents sufficient to identify each of Your employees or any other individual or entity that You have hired to administer the Trust or provide any services to or for the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 48:

All documents regarding and/or reflecting the administration of the Trust, including all services provided by the Trustee or other individuals or entities who provided any services to, for, or on behalf of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 49:

All financial and accounting statements and records prepared for the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 50:

All documents regarding and/or reflecting any financial accounting performed for or on behalf of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 51:

All documents regarding or reflecting any type of financial or accounting calculations or analysis regarding the Trust, including but not limited to financial statements, balance sheets, profit/loss statements, and any analysis of revenue, expenses, cash flow, allocations, distributions, disbursements, or any other financial analysis, calculation, projections, or estimates.

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

RESPONSE:

REQUEST FOR PRODUCTION NO. 52:

All documents or communications regarding or reflecting any accounting or any aspect of an accounting performed on the Trust, including, but not limited to, any accounting requested by a beneficiary of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 53:

All documents or communications regarding or reflecting any business strategies, strategic plans, or business plans relating to the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 54:

All documents or communications regarding or reflecting any plan, strategy, or activity to maximize the value of the Trust to the beneficiaries.

RESPONSE:

REQUEST FOR PRODUCTION NO. 55:

All documents or communications regarding or reflecting any aspect of the development and/or implementation of business strategies, strategic plans, or business plans to maximize the value of the Trust to the beneficiaries.

RESPONSE:

REQUEST FOR PRODUCTION NO. 56:

All documents or communications regarding or reflecting delay rentals related to the Trust properties or Trust estate. This Request specifically includes but is not limited to the negotiation of delay rentals and/or agreements for delay rentals. This Request specifically includes but is not limited to documents or communications regarding or reflecting: the amounts; terms; conditions; length of time of the delay; calculation methods; investigation of comparable delay rentals; and any other aspect of delay rentals that the Trustee considered before entering into or negotiating delay rentals on behalf of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 57:

All documents or communications regarding or reflecting expenses, fees and/or other amounts You charged to the Trust. This Request specifically includes, but is not limited to, documents and communications regarding or reflecting any amounts paid to You, third parties, the Trustee and/or affiliated entities or individuals. This Request specifically includes, but is not limited to, documents and communications regarding or reflecting amount paid for: (1) reasonable compensation for actions taken as part of efforts to sell trust assets; (2) amounts retained for routine services and responsibilities as Trustee; (3) fees charged for extraordinary services in connection with the Trust estate; (4) reimbursements for out-of-pocket expenses and reasonable attorneys' and accountant fees incurred in connection with Trust properties.

RESPONSE:

REQUEST FOR PRODUCTION NO. 58:

All documents or communications regarding or reflecting any aspect of payments, distributions, or disbursements of any kind received by the Trustee. This Request specifically includes, but is not limited to, the determination of the method of the calculation of the amount of the payment, the determination of the timing of the payment, the actual calculation of the payment, and the reasons for the payment.

RESPONSE:

REQUEST FOR PRODUCTION NO. 59:

All documents or communications regarding or reflecting any aspect of payments, distributions, or disbursements of any kind made by the Trustee to You (Individually/Corporately) and/or to any individual or entity other than a beneficiary of the Trust. This Request specifically includes, but is not limited to, the determination of the method of the calculation of the amount of the payment, the determination of the timing of the payment, the actual calculation of the payment, and the reason for payment.

RESPONSE:

REQUEST FOR PRODUCTION NO. 60:

All documents or communications regarding or reflecting consideration (including monies or other benefits) received by the Trustee as compensation for its administration of the Trust. This Request specifically includes amounts paid out of the Trust estate, amounts paid out of Trust funds, and any other source of consideration, money or benefit that the Trustee retained as compensation for its administration of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 61:

All documents or communications regarding or reflecting consideration (including monies or other benefits) received by the Trustee on behalf of the Trust. This Request specifically includes, but is not limited to, documents and communications regarding or reflecting payments from leasees of Trust assets and any other consideration (including monies or other benefits) from any source received by the Trustee on behalf of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 62:

All documents or communications regarding or reflecting any aspect of payments, distributions, royalties, or disbursements of any kind made by the Trustee to Trust beneficiaries. This Request specifically includes, but is not limited to, the determination of the method of the calculation of the amount of the payment, the determination of the timing of the payment, and the actual calculation of the payments.

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

RESPONSE:

REQUEST FOR PRODUCTION NO. 63:

All documents regarding or reflecting communications or information exchanged by and/or between You and Cox & Smith related in any way to the Trustee or the Trust, including but not limited to the characterization, structure, and/or operation of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 64:

All documents or communications regarding or reflecting any written oral opinion from Cox & Smith related in any way to the Trustee or the Trust, including but not limited to the characterization, structure, and/or operation of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 65:

All documents, including internal communications, regarding or reflecting any services Cox & Smith provided to, for, or on behalf of the Trust or Trustee.

RESPONSE:

REQUEST FOR PRODUCTION NO. 66:

All documents or communications regarding or reflecting monies paid to Cox & Smith or any other professional advisor for services rendered to, for, or on behalf of the Trust or Trustee. This Request specifically includes but is not limited to all invoices, statements, and/or bills issued by Cox & Smith or other professional advisors, as well as documents regarding or reflecting the payment of such bills, invoices, or statements.

RESPONSE:

REQUEST FOR PRODUCTION NO. 67:

All documents or communications regarding or reflecting any aspect of the decision to seek an opinion from Cox & Smith related to the characterization, structure and/or operation of the Trust. This Request specifically includes the documents or communications regarding or reflecting the decision to pay for the legal services connected with the Cox & Smith opinion out of Trust funds.

RESPONSE:

REQUEST FOR PRODUCTION NO. 68:

All documents or communications regarding or reflecting the identity, mental impressions, work product, and/or opinions of any consulting expert whose mental impressions and/or opinions have been reviewed or relied upon by any witness or testifying expert in this case. This Request specifically includes documents or communications regarding or reflecting the following information related to said consulting expert: (1) name, address, and telephone number; (2) the facts known by said consulting expert that relate to or form the basis of the expert's mental impressions and opinions formed or made in connection with this case, regardless of when and how the factual information was acquired; (3) said consulting expert's mental impressions and opinions formed or made in connection with this case, and any methods used to derive them; (4) any bias of the consulting expert; (5) all documents, tangible things, reports, models, or data compilations that have been provided to, reviewed by, or prepared by or for the consulting expert; (6) the consulting expert's current resume, curriculum vitae, and bibliography.

RESPONSE:

REQUEST FOR PRODUCTION NO. 69:

All documents produced to and/or received from any consulting expert whose mental impressions and/or opinions have been reviewed and relied upon by any witness or testifying expert.

RESPONSE:

REQUEST FOR PRODUCTION NO. 70:

All communications and/or information exchanged by and/or between You and any consulting expert whose mental impressions and/or opinions have been reviewed and relied upon by any witness or testifying expert.

RESPONSE:

REQUEST FOR PRODUCTION NO. 71:

All documents sufficient to identify (name, address and telephone number) of each individual or entity that is a beneficiary of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 72:

All insurance policies, including but not limited to, all primary, secondary, excess, or umbrella policies, and any indemnity agreements under which any person or entity may be liable to satisfy part or all of a judgment rendered in this action or indemnify or reimburse for payments made to satisfy any judgment rendered in this action.

RESPONSE:

REQUEST FOR PRODUCTION NO. 73:

All written or recorded statements of any person with knowledge of facts relevant to this action. This Request specifically includes all statements that constitute discoverable information under Texas Rule of Civil Procedure 192.3(h).

RESPONSE:

REQUEST FOR PRODUCTION NO. 74:

All written or recorded statements made by Plaintiff, John Blaze, You, the Trustee, any beneficiary of the Trust, or any other individual or entity concerning in any way, Plaintiff, John Blaze, the Trust, the Trustee, this lawsuit, and/or the alleged facts or occurrences made the basis of this lawsuit.

RESPONSE:

REQUEST FOR PRODUCTION NO. 75:

The settlement agreement entered with Pioneer/EOG.

RESPONSE:

REQUEST FOR PRODUCTION NO. 76:

All drafts, revisions, and/or versions of any proposed or final settlement agreement with Pioneer/EOG.

RESPONSE:

REQUEST FOR PRODUCTION NO. 77:

All documents regarding the settlement with Pioneer/EOG.

RESPONSE:

REQUEST FOR PRODUCTION NO. 78:

All documents regarding or reflecting communications and/or information exchanged by and/or between You and Pioneer/EOG concerning any aspect of the dispute or settlement of the dispute.

RESPONSE:

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

REQUEST FOR PRODUCTION NO. 79:

All documents regarding the dispute with Pioneer/EOG. This Request specifically includes but is not limited to all correspondence, pleadings, discovery, documents produced, or other documents related in any way to any aspect of the dispute or litigation with Pioneer/EOG.

RESPONSE:

REQUEST FOR PRODUCTION NO. 80:

All documents regarding or reflecting communications or information exchanged by and between You and counsel for the Trust in connection with the Pioneer/EOG dispute or litigation.

RESPONSE:

REQUEST FOR PRODUCTION NO. 81:

All documents regarding or reflecting invoices, bills, or statements received from the Trust counsel for services rendered in connection with the Pioneer/EOG dispute or litigation.

RESPONSE:

REQUEST FOR PRODUCTION NO. 82:

All documents regarding or reflecting the payment of all fees and expenses incurred by the counsel for the Trust in the Pioneer/EOG dispute or litigation.

RESPONSE:

REQUEST FOR PRODUCTION NO. 83:

All documents regarding or reflecting your internal communications or information exchanged regarding the Pioneer/EOG dispute or litigation.

RESPONSE:

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

REQUEST FOR PRODUCTION NO. 84:

A copy of the complete litigation file, including but not limited to all work product and attorney-client communications, for the Pioneer/EOG dispute or litigation.

RESPONSE:

REQUEST FOR PRODUCTION NO. 85:

All documents or communications regarding or reflecting any aspect of the Pioneer/EOG Settlement. This Request specifically includes, but is not limited to, documents or communications regarding or reflecting the reasons the Trustee made the decision to enter into the Pioneer/EOG Settlement.

RESPONSE:

REQUEST FOR PRODUCTION NO. 86:

All documents or communications regarding or reflecting the choice of counsel and the payment of fees and expenses for the Pioneer/EOG Litigation. This Request specifically includes, but is not limited to, documents or communications regarding or reflecting any aspect of the process by which the Trustee chose trial counsel and determined the fee arrangement to enter into with trial counsel. This Request specifically includes but is not limited to documents or communications regarding or reflecting the Trustee's analyses or other action to determine the propriety and/or reasonableness of the \$1,162,161.32 in fees and expenses generated by the Trustee in the Pioneer/EOG Litigation and Settlement. This Request specifically includes, but is not limited to, documents or communications regarding or reflecting the Trustees' analysis, action, or determination as to whether all or any portion of the \$1,162,161.32 justified an extraordinary fee under the Trust instrument. This Request specifically includes but is not limited to documents or communications regarding or reflecting any extraordinary fee taken by the trustee because of time "consumed" by the Pioneer/EOG Litigation and/or Settlement or any other basis or reason.

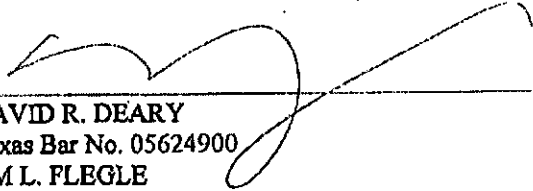
RESPONSE:

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

DATE: May 27, 2011.

Respectfully submitted,

LOEWINSÖHN FLEGLE DEARY, L.L.P.



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

ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF SERVICE

I certify that on May 27, 2011, this document was served on the following described parties in the manner indicated below:

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

Via Fax

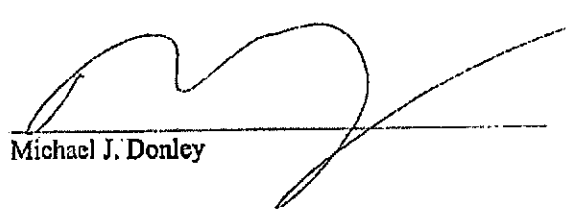

Michael J. Donley

EXHIBIT B

CAUSE NO. 2010-CI-10977

JOHN K. MEYER

VS.

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

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

**DEFENDANT JPMORGAN CHASE BANK, N.A.'S OBJECTIONS AND RESPONSES
TO PLAINTIFF EMILE BLAZE'S SECOND SET OF REQUESTS FOR PRODUCTION**

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

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER
& BEITER INCORPORATED**

7373 Broadway, Suite 300
San Antonio, Texas 78209
(210) 271-1700 Telephone
(210) 271-1730 Fax

By: _____

Patrick K. Sheehan
State Bar No. 18175500
Kevin M. Beiter
State Bar No. 02059065
David Jed Williams
State Bar No. 21518060
Mark A. Randolph
State Bar No. 00791484

ATTORNEYS FOR DEFENDANTS

CERTIFICATE OF SERVICE

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

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

VIA CERTIFIED MAIL R.R.R.

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

VIA CERTIFIED MAIL R.R.R.

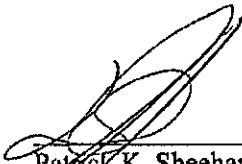
Mr. James L. Drought
DROUGHT DROUGHT & BOBBITT, LLP
112 East Pecan, Suite 2900
San Antonio, Texas 78205

VIA CERTIFIED MAIL R.R.R.

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

VIA CERTIFIED MAIL R.R.R.

on this 13th day of July, 2011.



Patrick K. Sheehan
David Jed Williams
Mark A. Randolph

**DEFENDANT'S RESPONSES AND OBJECTIONS TO PLAINTIFF'S SECOND SET OF
REQUESTS FOR PRODUCTION**

I. GENERAL OBJECTIONS AND REQUEST FOR PROTECTIVE ORDER

A. These Requests in some instances seek the production of information that would constitute an invasion of Defendants' (or other person's or entity's) personal rights of privilege, confidentiality, and privacy. Additionally, many of these Requests have questionable relevance to the subject matter of this case, are overly broad in scope and would unduly burden J.P. Morgan with the need to search for, organize, review and produce a massive amount of information and data from decades past at great time and expense. J.P. Morgan has filed a Second Motion for Protective Order, which Motion is incorporated herein by reference in its entirety, and J.P. Morgan objects to these discovery requests (where applicable) on each and all of the bases set forth in the Second Motion for Protective Order (and as provided below).

B. Defendant objects to the instructions contained in I. A. as same are unduly burdensome and harassing. Defendant will produce such information as it is kept in the ordinary course of its business or in such other format as may be convenient to Defendant or agreed to by the parties.

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

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

REQUEST FOR PRODUCTION NO. 87:

All documents or communications regarding, reflecting or concerning any report, physical model, survey, compilation of data, evaluation, or memorandum related to the Trust Assets.

OBJECTIONS:

Defendant objects to this Request on the following bases:

1. This Request is vague, undefined, non-specific, overly broad, harassing, and unduly burdensome.
2. This Request seeks information that is not relevant to the subject matter of this case for discovery purposes and is beyond the scope of discovery as confined by

the subject matter of this case. *See* TRCP 192 cmt. 1.

3. This Request seeks confidential, private, and/or proprietary information pertaining to the South Texas Syndicate Trust, its beneficiaries, and potentially other third parties. Accordingly, J.P. Morgan has filed a Second Motion for Protective Order and objects to further responding to this discovery request until such Motion has been determined and protections granted as requested therein.
4. All necessary parties (in excess of 200 beneficiaries of the South Texas Syndicate Trust) have not been joined and J.P. Morgan objects to producing information that may be confidential (or otherwise objectionable) to the other beneficiaries before they are joined and have the opportunity to be heard regarding any objections that they may have to the release of the requested information to Plaintiff.

CLAIM OF PRIVILEGE:

Subject to the above-objections and the Court's determination as to the proper scope of this Request and J.P. Morgan's obligations (if any) to further respond and produce documents thereunder, J.P. Morgan anticipates that documents responsive to this Request (or redacted information in such documents) have been or will be withheld from production under attorney-client and work product privileges.

REQUEST FOR PRODUCTION NO. 88:

All documents or communications regarding, reflecting or concerning any technical report, physical model, survey, compilation of data, evaluation, or memorandum related to the Trust Assets.

OBJECTIONS:

Defendant objects to this Request on the following bases:

1. This Request is vague, undefined, non-specific, overly broad, harassing, and unduly burdensome.
2. This Request seeks information that is not relevant to the subject matter of this case for discovery purposes and is beyond the scope of discovery as confined by the subject matter of this case. *See* TRCP 192 cmt. 1.
3. This Request seeks confidential, private, and/or proprietary information pertaining to the South Texas Syndicate Trust, its beneficiaries, and potentially other third parties. Accordingly, J.P. Morgan has filed a Second Motion for Protective Order and objects to further responding to this discovery request until such Motion has

been determined and protections granted as requested therein.

4. All necessary parties (in excess of 200 beneficiaries of the South Texas Syndicate Trust) have not been joined and J.P. Morgan objects to producing information that may be confidential (or otherwise objectionable) to the other beneficiaries before they are joined and have the opportunity to be heard regarding any objections that they may have to the release of the requested information to Plaintiff.

CLAIM OF PRIVILEGE:

Subject to the above-objections and the Court's determination as to the proper scope of this Request and J.P. Morgan's obligations (if any) to further respond and produce documents thereunder, J.P. Morgan anticipates that documents responsive to this Request (or redacted information in such documents) have been or will be withheld from production under attorney-client and work product privileges.

REQUEST FOR PRODUCTION NO. 89:

All documents or communications regarding, reflecting or concerning any industrial report, physical model, survey, compilation of data, evaluation, or memorandum related to the Trust Assets.

OBJECTIONS:

Defendant objects to this Request on the following bases:

1. This Request is vague, undefined, non-specific, overly broad, harassing, and unduly burdensome.
2. This Request seeks information that is not relevant to the subject matter of this case for discovery purposes and is beyond the scope of discovery as confined by the subject matter of this case. *See* TRCP 192 cmt. 1.
3. This Request seeks confidential, private, and/or proprietary information pertaining to the South Texas Syndicate Trust, its beneficiaries, and potentially other third parties. Accordingly, J.P. Morgan has filed a Second Motion for Protective Order and objects to further responding to this discovery request until such Motion has been determined and protections granted as requested therein.
4. All necessary parties (in excess of 200 beneficiaries of the South Texas Syndicate Trust) have not been joined and J.P. Morgan objects to producing information that may be confidential (or otherwise objectionable) to the other beneficiaries before they are joined and have the opportunity to be heard regarding any objections that

they may have to the release of the requested information to Plaintiff.

CLAIM OF PRIVILEGE:

Subject to the above-objections and the Court's determination as to the proper scope of this Request and J.P. Morgan's obligations (if any) to further respond and produce documents thereunder, J.P. Morgan anticipates that documents responsive to this Request (or redacted information in such documents) have been or will be withheld from production under attorney-client and work product privileges.

REQUEST FOR PRODUCTION NO. 90:

All documents or communications regarding, reflecting or concerning any engineering, geological or scientific information, report, physical model, survey, compilations of data, evaluation or memorandum (whether written, recorded, video-taped or otherwise preserved) related to The Trust Assets. This Request specifically includes, but is not limited to, any engineering or geological document available or reviewed prior to negotiating or considering agreements with any third parties, including Petrohawk Energy Corporation.

OBJECTIONS:

Defendant objects to this Request on the following bases:

1. This Request is vague, undefined, non-specific, overly broad, harassing, and unduly burdensome.
2. This Request seeks information that is not relevant to the subject matter of this case for discovery purposes and is beyond the scope of discovery as confined by the subject matter of this case. *See* TRCP 192 cmt. 1.
3. This Request seeks confidential, private, and/or proprietary information pertaining to the South Texas Syndicate Trust, its beneficiaries, and potentially other third parties. Accordingly, J.P. Morgan has filed a Second Motion for Protective Order and objects to further responding to this discovery request until such Motion has been determined and protections granted as requested therein.
4. All necessary parties (in excess of 200 beneficiaries of the South Texas Syndicate Trust) have not been joined and J.P. Morgan objects to producing information that may be confidential (or otherwise objectionable) to the other beneficiaries before they are joined and have the opportunity to be heard regarding any objections that they may have to the release of the requested information to Plaintiff.

CLAIM OF PRIVILEGE:

Subject to the above-objections and the Court's determination as to the proper scope of this Request and J.P. Morgan's obligations (if any) to further respond and produce documents thereunder, J.P. Morgan anticipates that documents responsive to this Request (or redacted information in such documents) have been or will be withheld from production under attorney-client and work product privileges.

REQUEST FOR PRODUCTION NO. 91:

All documents sufficient to determine the precise metes and bounds and total acreage of Trust Assets as of the date of the Response and any additions or subtractions thereto since the creation of the Trust.

OBJECTIONS:

Defendant objects to this Request on the following bases:

1. This Request is vague, undefined, non-specific, overly broad, harassing, and unduly burdensome.
2. This Request seeks information that is not relevant to the subject matter of this case for discovery purposes and is beyond the scope of discovery as confined by the subject matter of this case. *See* TRCP 192 cmt. 1.
3. This Request seeks confidential, private, and/or proprietary information pertaining to the South Texas Syndicate Trust and its beneficiaries. Accordingly, J.P. Morgan has filed a Second Motion for Protective Order and objects to further responding to this discovery request until such Motion has been determined and protections granted as requested therein.

RESPONSE:

Subject to and without waiving the foregoing objections and upon resolution of the matters therein by agreement or court order, Defendant will produce documents, if any, responsive to the request at a mutually convenient date, time and place.

REQUEST FOR PRODUCTION NO. 92:

All documents sufficient to identify any and all business or banking relationships by and between JPMorgan Chase Bank, N.A., or any of its affiliates, subsidiaries, or divisions and any

entity having a leasehold or other interest in the Trust Assets, including but not limited to, the following entities and any of their affiliates, subsidiaries, divisions, joint venture interests, partnerships, or other business relationships:

- (a) Pioneer Natural Resources;
- (b) Petrohawk Energy Corporation; and
- (c) EOG Resources.

OBJECTIONS:

Defendant objects to this Request on the following bases:

1. This Request is vague, undefined, non-specific, overly broad, harassing, and unduly burdensome.
2. This Request seeks information that is not relevant to the subject matter of this case for discovery purposes and is beyond the scope of discovery as confined by the subject matter of this case. *See* TRCP 192 cmt. 1.
3. This Request seeks confidential, private, and/or proprietary information pertaining to J.P. Morgan and the third parties identified in the request. Accordingly, J.P. Morgan has filed a Second Motion for Protective Order and objects to further responding to this discovery request until such Motion has been determined and protections granted as requested therein.
4. This Request seeks documents consisting of potential banking records for third parties. With respect to these requested records, Plaintiff has failed to satisfy the requirements of Tex. Fin. Code §59.006, and specifically, §§59.006(b), (c), and (d), which require that Plaintiff pay J.P. Morgan's costs and attorneys' fees, give notice to the affected possible customers of J.P. Morgan and give those customers an opportunity to consent or refuse to consent to the production of their records.

EXHIBIT C

CAUSE NO. 2010-CI-10977

IN THE DISTRICT COURT

225TH JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

JOHN K. MEYER, ET. AL.

VS.

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

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DEFENDANT'S PRIVILEGE LOG

Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
October 6, 2010	Opinion from legal counsel regarding the proper U.S. federal income tax classification of STS	30	JPM-PRIV 1-50	Cox & Smith Incorporated/ William H. Lester Jr.	JPMorgan Chase Bank, N.A., Trustee South Texas Syndicate Trust	Legal opinion regarding the proper U.S. federal income tax classification of STS	Attorney/Client Work Product
June 4, 2002	Invoice for legal fees and expenses	1	JPM-PRIV 31	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 05/31/02 in connection with Tracker Oil & Gas Co. matters	Attorney/Client Work Product

Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
June 9, 1998	Invoice for legal fees and expenses	1	JPM-PRIV 32	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 05/31/98 in connection with South Texas Syndicate - Carrizo transactions	Attorney/Client Work Product
June 9, 1998	Invoice for legal fees and expenses	1	JPM-PRIV 33	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 05/31/98 in connection with South Texas Syndicate Trust	Attorney/Client Work Product
January 8, 2002	Invoice for legal fees and expenses	1	JPM-PRIV 34	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 12/31/01 in connection with Tracker Oil & Gas Co. matters	Attorney/Client Work Product
October 3, 2002	Invoice for legal fees and expenses	1	JPM-PRIV 35	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 09/30/02 in connection with Tracker Oil & Gas Co. matters	Attorney/Client Work Product

Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
July 3, 2002	Invoice for legal fees and expenses	1	JPM-PRIV 36	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 06/30/02 in connection with Tracker Oil & Gas Co. matters	Attorney/Client Work Product
January 3, 2003	Invoice for legal fees and expenses	1	JPM-PRIV 37	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 12/31/02 in connection with South Texas Syndicate Trust	Attorney/Client Work Product
November 5, 2002	Invoice for legal fees and expenses	1	JPM-PRIV 38	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 10/31/02 in connection with South Texas Syndicate - Carrizo - April 2001 Extension and Option Agreement	Attorney/Client Work Product
October 3, 2002	Invoice for legal fees and expenses	1	JPM-PRIV 39	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 09/30/02 in connection with South Texas Syndicate - Carrizo - April 2001 Extension and Option Agreement	Attorney/Client Work Product

Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
August 6, 2002	Invoice for legal fees and expenses	1	JPM-PRIV 40	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 07/31/02 in connection with Tracker Oil & Gas Co. matters	Attorney/Client Work Product
January 3, 2003	Invoice for legal fees and expenses	1	JPM-PRIV 41	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 12/31/02 in connection with Tracker Oil & Gas Co. matters	Attorney/Client Work Product
November 5, 2002	Invoice for legal fees and expenses	1	JPM-PRIV 42	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 10/31/02 in connection with Tracker Oil & Gas Co. matters	Attorney/Client Work Product
October 3, 2002	Invoice for legal fees and expenses	1	JPM-PRIV 43	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 09/30/02 in connection with South Texas Syndicate -- JPW Energy transaction	Attorney/Client Work Product

Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
September 5, 2002	Invoice for legal fees and expenses	1	JPM-PRIV 44	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 08/31/02 in connection with Tracker Oil & Gas Co. matters	Attorney/Client Work Product
August 6, 2002	Invoice for legal fees and expenses	1	JPM-PRIV 45	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 07/31/02 in connection with South Texas Syndicate - JPV Energy transaction	Attorney/Client Work Product
December 5, 2002	Invoice for legal fees and expenses		JPM-PRIV 46	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 11/30/02 in connection with Tracker Oil & Gas Co. matters	Attorney/Client Work Product
February 4, 2003	Invoice for legal fees and expenses	2	JPM-PRIV 47-48	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 01/31/03 in connection with Tracker Oil & Gas Co. matters	Attorney/Client Work Product

Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
March 4, 2003	Invoice for legal fees and expenses	1	JPM-PRIV 49	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust	For legal services through 02/28/03 in connection with Tracker Oil & Gas Co. matters	Attorney/Client Work Product
February 4, 2003	Invoice for legal fees and expenses	1	JPM-PRIV 50	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 01/31/03 in connection with South Texas Syndicate	Attorney/Client Work Product
April 23, 2003	Invoice for legal fees and expenses	6	JPM-PRIV 51-56	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust	For legal services through 03/31/03 in connection with General Litigation	Attorney/Client Work Product
May 19, 2003	Invoice for legal fees and expenses	4	JPM-PRIV 57-60	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust	For legal services through 04/30/03 in connection with General Litigation	Attorney/Client Work Product
April 11, 2006	Invoice for legal fees and expenses	1	JPM-PRIV 61	Cox Smith Matthews	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust	For legal services through 03/31/06 in connection with South Texas Syndicate - Swift Energy Company matters	Attorney/Client Work Product

Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
June 5, 2006	Invoice for legal fees and expenses	1	JPM-PRIV 62	Cox Smith Matthews	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust	For legal services through 05/31/06 in connection with South Texas Syndicate - Carrizo transactions	Attorney/Client Work Product
August 7, 2006	Invoice for legal fees and expenses	2	JPM-PRIV 63-64	Cox Smith Matthews	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust	For legal services through 07/31/06 in connection with South Texas Syndicate Trust	Attorney/Client Work Product
September 13, 2006	Invoice for legal fees and expenses	1	JPM-PRIV 65	Cox Smith Matthews	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust	For legal services through 08/31/06 in connection with South Texas Syndicate Trust	Attorney/Client Work Product
April 4, 2002	Invoice for legal fees and expenses	1	JPM-PRIV 66	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 03/31/02 in connection with Tracker Oil & Gas Co. matters	Attorney/Client Work Product
October 5, 2006	Invoice for legal fees and expenses	1	JPM-PRIV 67	Cox Smith Matthews	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust	For legal services through 09/30/06 in connection with South Texas Syndicate Trust	Attorney/Client Work Product

Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
April 4, 2002	Invoice for legal fees and expenses	1	JPM-PRIV 68	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 03/31/02 in connection with South Texas Syndicate - Gardner Energy Corporation transaction	Attorney/Client Work Product
December 5, 2000	Invoice for legal fees and expenses	1	JPM-PRIV 69	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 11/30/00 in connection with South Texas Syndicate - Swift Energy Company matters	Attorney/Client Work Product
August 6, 2009	Invoice for legal fees and expenses	9	JPM-PRIV 70-78	Cox & Smith Incorporated	JPMorgan Chase of the South Texas Syndicate Trust/Attn: Patricia Schultz-Ormond	For legal services through 07/31/09 in Development Claim against Pioneer Natural Resources USA, Inc.	Attorney/Client Work Product
October 12, 2000	Invoice for legal fees and expenses	1	JPM-PRIV 79	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 09/30/00 in connection with South Texas Syndicate - Quintana Petroleum Corporation matters	Attorney/Client Work Product

Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
September 11, 2009	Invoice for legal fees and expenses	6	JPM-PRIV 80-85	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: Patricia Schultz-Ormond	For legal services through 08/31/09 in connection with Development Claim against Pioneer Natural Resources USA, Inc.	Attorney/Client Work Product
September 6, 2001	Invoice for legal fees and expenses	1	JPM-PRIV 86	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flansry, Jr.	For legal services through 08/31/01 in connection with South Texas Syndicate -- Swift Energy Company matters	Attorney/Client Work Product
October 6, 2009	Invoice for legal fees and expenses	3	JPM-PRIV 87-89	Cox Smith	JPMorgan Chase of the South Texas Syndicate Trust/ Attn: Patricia Schultz-Ormond	For legal services through 09/30/09 in Development Claim against Pioneer Natural Resources USA, Inc.	Work Product
October 6, 2009	Invoice for legal fees and expenses	1	JPM-PRIV 90	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: Patricia Schultz-Ormond	For legal services through 09/30/09 in connection with South Texas Syndicate - Oil & Gas transactions	Attorney/Client Work Product

Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
November 6, 2009	Invoice for legal fees and expenses	9	JPM-PRIV 91-99	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: Patricia Schultz-Ormond	For legal services through 10/31/09 in connection with Development Claim against Pioneer Natural Resources USA, Inc.	Attorney/Client Work Product
November 6, 2009	Invoice for legal fees and expenses	9	JPM-PRIV 100-108	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: Bertram Hayes-Davis	For legal services through 10/31/09 in connection with Development Claim against Pioneer Natural Resources USA, Inc.	Attorney/Client Work Product
January 20, 2010	Invoice for legal fees and expenses	9	JPM-PRIV 109-117	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: Bertram Hayes-Davis	For legal services through 02/28/10 in connection with Development Claim against Pioneer Natural Resources USA, Inc.	Attorney/Client Work Product
March 10, 2010	Invoice for legal fees and expenses	10	JPM-PRIV 118-127	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: Bertram Hayes-Davis	For legal services through 02/28/10 in connection with Development Claim against Pioneer Natural Resources USA, Inc.	Attorney/Client Work Product

Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
March 11, 2010	Invoice for legal fees and expenses	4	JPM-PRIV 128-131	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust	For legal services through 02/28/10 in connection with Consultation regarding tax issues, possible trust issues for the South Texas Syndicate	Attorney/Client Work Product
February 22, 2010	Invoice for legal fees and expenses	10	JPM-PRIV 132-141	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: Bertram Hayes-Davis	For legal services through 01/31/10 in connection with Development Claim against Pioneer Natural Resources USA, Inc.	Attorney/Client Work Product
April 6, 2010	Invoice for legal fees and expenses	6	JPM-PRIV 142-147	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: Bertram Hayes-Davis	through 03/31/10 in connection with Development Claim against Pioneer Natural Resources USA, Inc.	Attorney/Client Work Product
June 7, 2010	Invoice for legal fees and expenses	6	JPM-PRIV 148-153	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: Bertram Hayes-Davis	For legal services through 05/31/10 in connection with Development Claim against Pioneer Natural Resources	Attorney/Client Work Product

Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
June 7, 2010	Invoice for legal fees and expenses	2	JPM-PRIV 154-155	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: Bertram Hayes-Davis	For legal services through 05/31/10 in connection with South Texas Syndicate - Oil & Gas transactions	Attorney/Client Work Product
September 6, 2001	Invoice for legal fees and expenses	1	JPM-PRIV 156	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 08/31/01 in connection with Tracker Oil & Gas Co. matters	Attorney/Client Work Product
2010	and expenses		PRIV 157-160	Cox Smith	JPMorgan Chase Bank, N.A., Trustee Syndicate Trust/Attn: Bertram Hayes-Davis	For legal services through 04/30/10 in connection with Pioneer Natural Resources USA, Inc.	Attorney/Client Work Product
May 11, 2010	Invoice for legal fees and expenses	2	JPM-PRIV 161-162	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: Bertram Hayes-Davis	For legal services through 04/30/10 in connection with South Texas Syndicate - Oil & Gas transactions	Attorney/Client Work Product

Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
April 7, 2010	Invoice for legal fees and expenses	6	JPM-PRIV 163-168	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust	For legal services through 03/31/10 in connection with Consultation regarding tax issues, possible trust issues for the South Texas Syndicate	Attorney/Client Work Product
June 14, 2010	Invoice for legal fees and expenses	2	JPM-PRIV 169-170	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust	For legal services through 05/31/10 in connection with Trust Consulting/O/G Transactions Hunt Oil	Attorney/Client Work Product
2010	and expenses	4	PRIV 171-174	Cox Smith	JPMorgan Chase Bank, N.A., Trustee Syndicate Trust/Attn: Gary Aymes	For legal services through 05/31/10 in connection with tax issues, possible trust issues for the South Texas Syndicate	Attorney/Client Work Product
July 16, 2010	Invoice for legal fees and expenses	8	JPM-PRIV 175-182	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust	For legal services through 06/30/10 in connection with Trust Consulting	Attorney/Client Work Product

Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
March 6, 2002	Invoice for legal fees and expenses	1	JPM-PRIV 183	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 02/28/02 in connection with South Texas Syndicate - Gardner Energy Corporation transaction	Attorney/Client Work Product
August 10, 2010	Invoice for legal fees and expenses	10	JPM-PRIV 184-193	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: Bertram Hayes-Davis	For legal services through 07/31/10 in connection with Development Claim against Pioneer Natural Resources USA, Inc.	Attorney/Client Work Product
July 12, 2010	Invoice for legal fees and expenses	4	JPM-PRIV 194-197	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: Bertram Hayes-Davis	For legal services connection with Development Claim against Pioneer Natural Resources USA, Inc.	Attorney/Client Work Product
July 12, 2010	Invoice for legal fees and expenses	3	JPM-PRIV 198-200	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: Bertram Hayes-Davis	For legal services through 06/30/10 in connection with South Texas Syndicate - Oil & Gas transactions	Attorney/Client Work Product

Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
January 10, 2000	Invoice for legal fees and expenses	1	JPM-PRIV 201	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 12/31/99 in connection with South Texas Syndicate Trust	Attorney/Client Work Product
January 10, 2000	Invoice for legal fees and expenses	1	JPM-PRIV 202	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 12/31/99 in connection with South Texas Syndicate - Carrizo transaction	Attorney/Client Work Product
August 10, 2010	Invoice for legal fees and expenses	1	JPM-PRIV 203	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: Bertram Hayes-Davis	For legal services through 07/31/10 in connection with South Texas Syndicate - Oil & Gas transactions	Attorney/Client Work Product
November 10, 2010	Invoice for legal fees and expenses	8	JPM-PRIV 204-211	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: Bertram Hayes-Davis	For legal services through 10/31/10 in connection with Development Claim against Pioneer Natural Resources USA, Inc.	Attorney/Client Work Product

Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
September 9, 2010	Invoice for legal fees and expenses	8	JPM-PRIV 212-219	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust Attn: Bertram Hayes-Davis	For legal services through 08/31/10 in connection with Development Claim against Pioneer Natural Resources USA, Inc.	Attorney/Client Work Product
October 1, 2010	Invoice for legal fees and expenses	2	JPM-PRIV 220-221	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: Gary Aymes	For legal services through 08/31/10 in connection with Consultation regarding tax issues, possible trust issues for the South Texas Syndicate	Attorney/Client Work Product
May 21, 2010	Invoice for legal fees and expenses	8	JPM-PRIV 222-229	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust	For legal services through 04/30/10 in connection with Consultation regarding tax issues, possible trust issues for the South Texas Syndicate	Attorney/Client Work Product
October 13, 2010	Invoice for legal fees and expenses	5	JPM-PRIV 230-234	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: Bertram Hayes-Davis	For legal services through 09/30/10 in connection with Development Claim against Pioneer Natural Resources USA, Inc.	Attorney/Client Work Product

Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
December 9, 2010	Invoice for legal fees and expenses	11	JPM-PRIV 235-245	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: Bertram Hayes-Davis	For legal services through 11/30/10 in connection with Development Claim against Pioneer Natural Resources USA, Inc.	Attorney/Client Work Product
December 10, 2010	Invoice for legal fees and expenses	1	JPM-PRIV 246	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: Gary AVILES	For legal services through 11/30/10 in connection with General Tax matters	Attorney/Client Work Product
July 6, 2001	Invoice for legal fees and expenses	1	JPM-PRIV 247	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 06/30/01 in connection with South Texas Syndicate - Swift Energy Company matters	Attorney/Client Work Product
January 10, 2011	Invoice for legal fees and expenses	5	JPM-PRIV 248-252	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: Bertram Hayes-Davis	For legal services through 12/31/10 in connection with Development Claim against Pioneer Natural Resources USA, Inc.	Attorney/Client Work Product

Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
January 18, 2011	Invoice for legal fees and expenses	1	JPM-PRIV 253	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: Gary Ayres	For legal services through 12/31/10 in connection with General Tax matters	Attorney/Client Work Product
February 8, 2011	Invoice for legal fees and expenses	8	JPM-PRIV 254-261	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: Bertram Hayes-Davis	For legal services through 01/31/11 in connection with Development Claim against Pioneer Natural Resources USA, Inc.	Attorney/Client Work Product
September 2, 2010	Invoice for legal fees and expenses	2	JPM-PRIV 262-263	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust	For legal services through 07/31/10 in connection with Trust Consulting	Attorney/Client Work Product
April 4, 2011	Invoice for legal fees and expenses	3	JPM-PRIV 264-266	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: Bertram Hayes-Davis	For legal services through 03/31/11 in connection with Development Claim against Pioneer Natural Resources USA, Inc.	Attorney/Client Work Product

Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
April 13, 2011	Invoice for legal fees and expenses	1	JPM-PRIV 267	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: Gary Aynes	For legal services through 03/31/11 in connection with Consultation regarding tax issues, possible trust issues for the South Texas Syndicate	Attorney/Client Work Product
October 4, 2001	Invoice for legal fees and expenses	1	JPM-PRIV 268	Cox & Smith Incorporated	The Chase Manhattan Bank, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 09/30/01 in connection with South Texas Syndicate - Swift Energy Company matters	Attorney/Client Work Product
May 3, 2001	Invoice for legal fees and expenses	1	JPM-PRIV 269	Cox & Smith Incorporated	The Chase Manhattan Bank, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 04/30/01 in connection with South Texas Syndicate - JPW Energy transaction	Attorney/Client Work Product
November 5, 2001	Invoice for legal fees and expenses	2	JPM-PRIV 270-271	Cox & Smith Incorporated	The Chase Manhattan Bank, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 10/31/01 in connection with Tracker Oil & Gas Co. matters	Attorney/Client Work Product

Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
February 7, 2000	Invoice for legal fees and expenses	2	JPM-PRIV 272-273	Cox & Smith Incorporated	Chase Bank of Texas, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 01/31/00 in connection with South Texas Syndicate Trust	Attorney/Client Work Product
April 7, 2000	Invoice for legal fees and expenses	1	JPM-PRIV 274	Cox & Smith Incorporated	Chase Bank of Texas, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 03/31/00 in connection with South Texas Syndicate Trust	Attorney/Client Work Product
May 2, 2001	Invoice for legal fees and expenses		JPM-PRIV 275	Cox & Smith Incorporated	Chase Bank of Texas, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 04/30/01 in connection with South Texas Syndicate Carrizo transactions	Attorney/Client Work Product
October 4, 2001	Invoice for legal fees and expenses	1	JPM-PRIV 276	Cox & Smith Incorporated	The Chase Manhattan Bank, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 09/30/01 in connection with Tracker Oil & Gas Co. matters	Attorney/Client Work Product

Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
May 3, 2001	Invoice for legal fees and expenses	1	JPM-PRIV 277	Cox & Smith Incorporated	The Chase Manhattan Bank, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 04/30/01 in connection with South Texas Syndicate Trust	Attorney/Client Work Product
May 3, 2001	Invoice for legal fees and expenses	1	JPM-PRIV 278	Cox & Smith Incorporated	The Chase Manhattan Bank, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 04/30/01 in connection with Tracker Oil & Gas Co. matters	Attorney/Client Work Product
April 7, 2000	Invoice for legal fees and expenses		JPM-PRIV 279-280	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 03/31/00 in connection with Tracker Oil & Gas Co. matters	Attorney/Client Work Product
August 7, 2000	Invoice for legal fees and expenses	1	JPM-PRIV 281	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 07/31/00 in connection with South Texas Syndicate - Swift Energy Company matters	Attorney/Client Work Product

Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
August 7, 2000	Invoice for legal fees and expenses	1	JPM-PRIV 282	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 07/31/00 in connection with South Texas Syndicate - Quintana Petroleum Corporation matters	Attorney/Client Work Product
August 7, 2000	Invoice for legal fees and expenses	1	JPM-PRIV 283	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 07/31/00 in connection with South Texas Syndicate	Attorney/Client Work Product
July 17, 2000	Invoice for legal fees and expenses	1	JPM-PRIV 284	Cox & Smith Incorporated	Chase Bank of Texas, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 06/30/00 in connection with Texas Syndicate Trust	Attorney/Client Work Product
July 13, 2000	Invoice for legal fees and expenses	1	JPM-PRIV 285	Cox & Smith Incorporated	Chase Bank of Texas, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 06/30/00 in connection with Tracker Oil & Gas Co. matters	Attorney/Client Work Product

Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
February 13, 2002	Invoice for legal fees and expenses	1	JPM-PRIV 286	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 01/31/02 in connection with Tracker Oil & Gas Co. matters	Attorney/Client Work Product
July 13, 2000	Invoice for legal fees and expenses	1	JPM-PRIV 287	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 06/30/00 in connection with South Texas Syndicate - Quiniana Petroleum Corporation matters	Attorney/Client Work Product
August 5, 1999	Invoice for legal fees and expenses		JPM-PRIV 288	Cox & Smith Incorporated	Chase Bank of Texas, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 07/31/99 in connection with South Texas Syndicate - Carrizo transactions	Attorney/Client Work Product
July 13, 2000	Invoice for legal fees and expenses	1	JPM-PRIV 289	Cox & Smith Incorporated	Chase Bank of Texas, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 06/30/00 in connection with South Texas Syndicate - Swift Energy Company matters	Attorney/Client Work Product

Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
January 8, 2001	Invoice for legal fees and expenses	1	JPM-PRIV 290	Cox & Smith Incorporated	The Chase Manhattan Bank, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 12/31/00 in connection with South Texas Syndicate - Swift Energy Company matters	Attorney/Client Work Product
February 5, 2001	Invoice for legal fees and expenses	1	JPM-PRIV 291	Cox & Smith Incorporated	The Chase Manhattan Bank, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 01/31/01 in connection with South Texas Syndicate Trust	Attorney/Client Work Product
February 5, 2001	Invoice for legal fees and expenses		JPM-PRIV 292	Cox & Smith Incorporated	The Chase Manhattan Bank, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 01/31/01 in connection with South Texas Syndicate Trust IPW Energy transaction	Attorney/Client Work Product
February 5, 2001	Invoice for legal fees and expenses	1	JPM-PRIV 293	Cox & Smith Incorporated	The Chase Manhattan Bank, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 01/31/01 in connection with South Texas Syndicate - Swift Energy Company	Attorney/Client Work Product

Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
April 5, 2001	Invoice for legal fees and expenses	1	JPM-PRIV 294	Cox & Smith Incorporated	The Chase Manhattan Bank, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 03/31/01 in connection with South Texas Syndicate - JPW Energy transaction	Attorney/Client Work Product
April 5, 2001	Invoice for legal fees and expenses	1	JPM-PRIV 295	Cox & Smith Incorporated	The Chase Manhattan Bank, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 03/31/01 in connection with South Texas Syndicate - Tracker Oil & Gas Co. matters	Attorney/Client Work Product
April 9, 1998	Invoice for legal fees and expenses		JPM-PRIV 296-297	Cox & Smith Incorporated	Chase Bank of Texas, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 03/31/98 in connection with South Texas Syndicate - Carrizo transactions	Attorney/Client Work Product
March 20, 2002	Invoice for legal fees and expenses	3	JPM-PRIV 298-300	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 02/28/02 in connection with Tracker Oil & Gas Co. matters	Attorney/Client Work Product

Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
March 8, 2001	Invoice for legal fees and expenses	1	JPM-PRIV 301	Cox & Smith Incorporated	The Chase Manhattan Bank, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 02/28/01 in connection with South Texas Syndicate - JPW Energy transaction	Attorney/Client Work Product
January 8, 2001	Invoice for legal fees and expenses	1	JPM-PRIV 302	Cox & Smith Incorporated	The Chase Manhattan Bank, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 12/31/00 in connection with Tracker Oil & Gas Co. matters	Attorney/Client Work Product
March 9, 2001	Invoice for legal fees and expenses		JPM-PRIV 303	Cox & Smith Incorporated	The Chase Manhattan Bank, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 02/28/01 in connection with Tracker Oil & Gas Co. matters	Attorney/Client Work Product
June 7, 2000	Invoice for legal fees and expenses	1	JPM-PRIV 304	Cox & Smith Incorporated	Chase Bank of Texas, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 05/31/00 in connection with Tracker Oil & Gas Co. matters	Attorney/Client Work Product

Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
May 6, 1998	Invoice for legal fees and expenses	1	JPM-PRIV 305	Cox & Smith Incorporated	Chase Bank of Texas, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 04/30/98 in connection with South Texas Syndicate - Carrizo transactions	Attorney/Client Work Product
August 6, 2001	Invoice for legal fees and expenses	1	JPM-PRIV 306	Cox & Smith Incorporated	The Chase Manhattan Bank, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 07/31/01 in connection with South Texas Syndicate Trust	Attorney/Client Work Product
August 6, 2001	Invoice for legal fees and expenses		JPM-PRIV 307	Cox & Smith Incorporated	The Chase Manhattan Bank, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 07/31/01 in connection with South Texas Syndicate Trust Swift Energy Company matters	Attorney/Client Work Product
December 7, 2001	Invoice for legal fees and expenses	1	JPM-PRIV 308	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 11/30/01 in connection with South Texas Syndicate Trust	Attorney/Client Work Product

Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
December 7, 2001	Invoice for legal fees and expenses	1	JPM-PRIV 309	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 11/30/01 in connection with Tracker Oil & Gas Co. matters	Attorney/Client Work Product
March 13, 2000	Invoice for legal fees and expenses	1	JPM-PRIV 310	Cox & Smith Incorporated	Chase Bank of Texas, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 02/29/00 in connection with Tracker Oil & Gas Co. matters	Attorney/Client Work Product
2000	and expenses		JPM-311	Cox & Smith Incorporated	Chase Bank of Texas, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 04/30/00 in connection with Tracker Oil & Gas Co. matters	Attorney/Client
February 5, 2002	Invoice for legal fees and expenses	1	JPM-PRIV 312	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 01/31/02 in connection with South Texas Syndicate Trust	Attorney/Client Work Product

Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
June 5, 2001	Invoice for legal fees and expenses	1	JPM-PRIV 313	Cox & Smith Incorporated	Chase Bank of Texas, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 05/31/01 in connection with South Texas Syndicate -- Carrizo transactions	Attorney/Client Work Product
October 12, 2000	Invoice for legal fees and expenses	1	JPM-PRIV 314	Cox & Smith Incorporated	The Chase Manhattan Bank, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 09/30/00 in connection with South Texas Syndicate -- Swift Energy Company	Attorney/Client Work Product
March 7, 2000	Invoice for legal fees and expenses	1	JPM-PRIV 315	Cox & Smith Incorporated	Chase Bank of Texas, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 02/29/00 in connection with Texas Syndicate Trust	Attorney/Client Work Product
September 7, 2000	Invoice for legal fees and expenses	1	JPM-PRIV 316	Cox & Smith Incorporated	The Chase Manhattan Bank, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 08/31/00 in connection with South Texas Syndicate -- Swift Energy Company matters	Attorney/Client Work Product

Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
September 7, 2000	Invoice for legal fees and expenses	1	JPM-PRIV 317	Cox & Smith Incorporated	The Chase Manhattan Bank, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 08/31/00 in connection with South Texas Syndicate - Quintana Petroleum Corporation matters	Attorney/Client Work Product
May 7, 2002	Invoice for legal fees and expenses	1	JPM-PRIV 318	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 04/30/02 in connection with Tracker Oil & Gas Co. matters	Attorney/Client Work Product
May 5, 2002	Invoice for legal fees and expenses		JPM-PRIV 319	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 04/30/02 in Texas Syndicate Trust	Attorney/Client
July 8, 1998	Invoice for legal fees and expenses	2	JPM-PRIV 320-321	Cox & Smith Incorporated	Chase Bank of Texas, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 06/30/98 in connection with South Texas Syndicate - Carrizo transactions	Attorney/Client Work Product

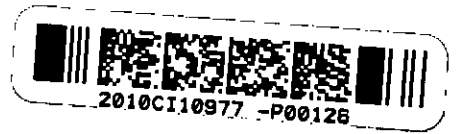
Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
November 7, 2000	Invoice for legal fees and expenses	1	JPM-PRIV 322	Cox & Smith Incorporated	The Chase Manhattan Bank, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 10/31/00 in connection with South Texas Syndicate - Swift Energy Company	Attorney/Client Work Product
December 5, 2002	Invoice for legal fees and expenses	1	JPM-PRIV 323	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 11/30/02 in connection with South Texas Syndicate	Attorney/Client Work Product

Document scanned as filed.

Description:

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(Consolidated Under)
CAUSE NO. 12-010-0110937

JOHN K. MEYER, ET. AL.

DEPUTY

1:31

IN THE DISTRICT COURT

VS.

BY Dasarath Suvora

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

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225TH JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

DEFENDANTS' RESPONSE TO PLAINTIFFS' MOTION TO COMPEL DOCUMENTS FROM RELATED CASES AND MOTION FOR PROTECTIVE ORDER

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES Defendant JPMorgan Chase Bank, N.A., Individually/Corporately, and as Trustee of the South Texas Syndicate Trust, and Gary P. Aymes (collectively referred to herein as "Defendants"), and file this their Motion for Protective Order and Response to Plaintiffs' Motion to Compel Documents from Related Cases.

I. BACKGROUND

1.01

In 2009, J.P. Morgan initiated Cause No. 09-04-00036-CVL, styled *JPMorgan Chase Bank, N.A., in its Capacity as Trustee of the South Texas Syndicate Trust v. Pioneer Natural Resources USA, Inc. and EOG Resources, Inc.*, in the 218th District Court of LaSalle County, Texas (the "Pioneer Suit"). In order to protect the proprietary and confidential information of the parties involved in the Pioneer Suit, and the information of third parties disclosed therein, an Agreed Protective Order was entered on February 22, 2010 (the "Pioneer Protective Order").¹

1.02

The Pioneer Protective Order provided that all information designated as "Classified

¹ A true and correct copy of the Pioneer Protective Order is attached hereto and incorporated herein as Exhibit "1."

Document scanned as filed.
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Date: 6.21.12 Clerk Initials: ds

Information” by the parties “shall be used solely for the purpose of preparation and trial of this litigation and for no other purpose whatsoever, and shall not be disclosed to any persons except in accordance with the terms hereof.” Further, because highly sensitive information would be disclosed during the Pioneer Suit, the Pioneer Protective Order provided for a “For Counsel Only” or “Attorneys’ Eyes Only” designation to protect documents that “if disclosed to persons of expertise in the area would reveal significant technical or business advantages of the producing or designating party...”

1.03

J.P. Morgan also served as the trustee of two trusts for the primary benefit of Patricia Burns Clark Dailey (collectively referred to herein as the “Burns Trusts”). The Burns Trusts are wholly unrelated to the STS Trust. Beneficiaries of the Burns Trusts brought two suits against J.P. Morgan and other parties in 2011. Both of these suits were consolidated into Cause No. 2011-CI-0200, styled *Carolyn Clark, as Executrix of the Estate of Patricia Burns Clark, et al v. JPMorgan Chase Bank, N.A.*, in the 438th Judicial District Court (the “Clark Suit”).² In order to protect the proprietary and confidential information of the parties involved in the Clark Suit, and the information of third parties disclosed therein, an Agreed Protective Order was entered on August 3, 2011 (the “Clark Protective Order”).³

1.04

The Clark Protective Order provides that all information designated as “Confidential Information” by the parties “shall be used solely for the purpose of preparation and trial of this litigation and for no other purpose whatsoever, and shall not be disclosed to any persons except in accordance with the terms hereof.”

² A true and correct copy of the Order of Consolidation dated November 15, 2011 is attached hereto and incorporated herein as Exhibit “2.”

³ A true and correct copy of the Clark Protective Order is attached hereto and incorporated herein as Exhibit “3.”

Plaintiffs filed their Motion to Compel Documents from Related Cases on May 11, 2012 (“Motion”), whereby they have moved the Court to compel Defendant J.P. Morgan to produce documents regarding the Pioneer Suit and the Clark Suit which they requested in Plaintiff Emilie Blaze’s Request for Production Nos. 75-86. Defendants objected to Blaze’s Request for Production Nos. 75-86 (said objections are hereby incorporated herein) because, among other reasons, (i) they seek information that is irrelevant to this suit, (ii) they seek confidential, personal, private and/or proprietary information; (iii) not all of the necessary parties have been joined in this suit; and (iv) documents responsive to these requests are protected by the attorney-client and work product privileges. J.P. Morgan’s objections to these discovery requests are the subject of the Motion for Protective Order it filed on June 29, 2011.

II. RESPONSE AND MOTION FOR PROTECTIVE ORDER

A. DISCLOSURE OF DOCUMENTS SOUGHT BY PLAINTIFFS IS PROHIBITED BY THE PIONEER PROTECTIVE ORDER AND THE CLARK PROTECTIVE ORDER

2.01

The Pioneer Protective Order and the Clark Protective Order are clear and unambiguous. They contain the court’s intent and set forth the agreement of the parties to those suits. *See Alford v. Thornburg*, 113 S.W.3d 575, 584 (Tex. App.—Texarkana 2003, no pet.). Both Protective Orders clearly prohibit the disclosure of information designated as “Classified,” “Confidential,” “For Counsel Only,” and/or “Attorneys’ Eyes Only” and mandate that such information “shall be used solely for the purpose of preparation and trial of this litigation and for no other purpose whatsoever, and shall not be disclosed to any persons except in accordance with the terms hereof.”

2.02

From this unambiguous language, the Court should conclude that the intent of the Pioneer Court and the Dailey Court was to protect the information that was produced in the Pioneer Suit and the Dailey Suit (collectively referred to herein as the “Unrelated Suits”) and prohibit its disclosure to unauthorized persons. The only persons authorized to receive “Classified,” or “Confidential” information under the Pioneer Protective Order and the Clark Protective Order, respectively, are:

- (a) Attorneys of record for the parties and in-house counsel for corporate parties in this litigation and employees of such attorneys to whom it is necessary that the material be shown for purposes of this litigation;
- (b) Actual or potential independent experts or consultants who have signed a document in form of the attached “Exhibit A” to said Protective Orders;
- (c) The party or party representatives (for entity parties); and
- (d) Any other person designated as a Qualified Person by order of this Court, after notice and hearing to all parties, or by written agreement of the parties.

The Plaintiffs in this suit (and with one (1) exception, their counsel) are neither (i) attorneys of record for the parties in the Unrelated Suits; (ii) experts or consultants who have agreed to be bound by the Pioneer Protective Order or the Clark Protective Order; (iii) parties to the Unrelated Suits or their representatives; (iv) authorized, after notice and hearing, by the courts who presided over the Unrelated Suits to receive such information; nor (v) have they received written authorization be the parties to the Unrelated Suits to receive such information.

2.03

Further, the Pioneer Protective Order prohibits the disclosure of any information designated as “For Counsel Only,” or “Attorneys’ Eyes Only” to anyone other than an attorney

representing one of the parties to the Pioneer Suit. None of the Plaintiffs in this suit represented any of the parties to the Pioneer Suit.

2.04

The documents requested in Blaze's Request for Production Nos. 75-86 have been designated by the parties in the Pioneer Suit and the Clark Suit as "Classified," "Confidential," "For Counsel Only," and/or "Attorneys' Eyes Only." Therefore, the Pioneer Protective Order and the Clark Protective Order encompass documents responsive to Blaze's Request for Production Nos. 75-86 and are therefore protected from disclosure. For these reasons, Plaintiffs' Motion should be denied.

B. THIS COURT HAS NO JURISDICTION NOR AUTHORITY TO IN EFFECT "REVERSE" AND "VOID" THE OTHER TWO (2) COURTS VALID CONFIDENTIALITY ORDERS

2.05

Two (2) other District Courts in LaSalle County and Bexar County respectively, signed the Pioneer case and Clark case Confidentiality/Protective Orders. Those courts, parties in those cases, non-party providers of documents in those cases and counsel in those cases relied upon those Confidentiality Orders when signing off on them and acted in good faith under them by producing documents and information in those cases with an expectation that such Orders would be binding and enforced. No Texas law nor any principle of equity would approve of or sanction the effort made by Plaintiffs here to in effect ask the Court to ignore the Orders of those two (2) other Courts and effectively declare those Orders to be improvident, thereby negating in entirety the rights of all of the persons, parties, non-parties, counsel and others who justifiably relied on and acted pursuant to those Orders.

C. **THE INFORMATION AND DOCUMENTS DISCUSSED IN DEPOSITIONS AND CONTAINED IN THE CLARK SUIT ARE CONFIDENTIAL TO THE BURNS TRUSTS AND TO THE BENEFICIARIES THEREOF**

2.06

The Clark Suit involves different trusts and a different set of beneficiaries who are not parties to this case. J.P. Morgan, as trustee of those trusts, has a duty not to disclose confidential trust and beneficiary information to third parties. *See* Restatement (Second) of Trusts § 170 (1959), comment s. Accordingly, J.P. Morgan designated such information (both documents and JPMorgan witness deposition testimony) as “Confidential” under the protective order in the Clark Suit. The Court should not require J.P. Morgan to disclose information that is confidential to trust beneficiaries of a different trust who are not parties to or other involved in this case.

D. **PLAINTIFF/INTERVENORS CANNOT OBTAIN DOCUMENTS BY “GROUP MOTION”**

2.07

The Tex.R.Civ.P., including Rule 196 Tex.R.Civ.P., require a party seeking documents in litigation to be “specific” in their request, disallows “fishing” expeditions, provides opposing parties the opportunity to object and establishes procedural protocols to afford litigants fair opportunity to protect their interests. *See In Re CSX Corp.*, 124 S.W. 3d 149, 152 (Tex. 2003) (discovery requests must be “reasonably tailored” to include only relevant matters.) Here, by the filing of this Group Motion, Movants seek to avoid the burdens placed upon them both by the TRCP and under Texas law and to hinder or effectively eliminate Defendants ability to protect their interests. This the Court should not allow them to do.

E. RIGHTS OF THE PARTIES TO (AND NON-PARTIES INVOLVED IN) THE PIONEER SUIT AND PARTICULARLY IN THE CLARK SUIT ARE NOT PROTECTED BY THE PROTECTIVE ORDER ENTERED IN THIS SUIT

2.08

The parties in the Pioneer Suit and the Clark Suit agreed to the Protective Orders in the respective cases, and the intent of the two (2) courts in entering said orders was to prevent dissemination of information designated as “Classified,” “Confidential,” “For Counsel Only,” and/or “Attorneys’ Eyes Only.” All of the 259 beneficiaries of the STS Trust are necessary parties to this suit. Should the Court grant Plaintiffs’ Motion, then there will be a minimum of 259 additional persons (plus counsel and experts in this Meyer case) who would have access to the information designated as “Classified,” “Confidential,” “For Counsel Only,” and/or “Attorneys’ Eyes Only” under the Pioneer Protective Order and access to documents and testimony marked confidential under the Clark Protective Order. That is hundreds of persons more than either the parties, counsel or the Courts who entered the Protective Orders in the Unrelated Suits ever intended to receive the confidential and proprietary information designated as “Classified,” “Confidential,” “For Counsel Only,” and/or “Attorneys’ Eyes Only.”

2.09

For these reasons, and in order to honor the agreement of the parties who signed the Protective Orders in the Unrelated Suits and the intent and authority of the Courts that signed said Protective Orders, the Court should deny Plaintiffs’ Motion in its entirety.

F. **PLAINTIFFS THEMSELVES SOUGHT AND OBTAINED THE ENTRY OF A CONFIDENTIALITY ORDER IN THIS CASE AND ARE ESTOPPED TO ASK FOR THE CLARK AND PIONEER CASE DOCUMENTS**

2.10

On July 29, 2011, Plaintiffs filed a Motion for Protective Order in this very case. Defendants ask the Court to take judicial notice of such Motion contained in this case file. In that Motion, Plaintiffs urged as follows:

“12. ...discovery which requires, *inter alia*, the production of documents that may contain confidential, sensitive, or proprietary information. In this matter, such information may include, e.g., confidential financial information, contracts, strategic business plans, negotiation and settlement documents, and the names and address of the beneficiaries of the South Texas Syndicate trust (which have already been disclosed by order of the Court).

13. Therefore, pursuant to Rule 192.6, in order to protect the confidentiality of disclosed information, Plaintiffs request that the Court enter the Protective Order, attached hereto as Exhibit A. Exhibit A is based on Appendix H to the Local Rules of the Western District of Texas.

2.11

For Plaintiffs in this matter who both sought and obtained such “confidentiality” relief, to now urge that this Court should simply ignore the importance of such relief in both the Pioneer and Clark cases, clearly reveals the patent impropriety inherent in their effort here.⁴

2.12

If the confidentiality shoe were on the other foot, it is highly unlikely that, for example, these Plaintiff beneficiaries of the STS Trust would take no issue with their personal records, trust records, financial records, health records or the like being “given” to hundreds of strangers

⁴ A true and correct copy of the Agreed Protective Order signed by the Court in this case on November 14, 2011 is attached hereto and incorporated herein as Exhibit “5.”

that were parties in another lawsuit based on the thinness of the reasons and alleged justifications given by the Plaintiffs here.

G. PLAINTIFFS CANNOT SHOW INFORMATION SOUGHT IS EITHER RELEVANT OR ESSENTIAL TO THE FAIR ADJUDICATION OF THEIR CLAIMS

2.13

Plaintiffs cannot avoid the effect of the Pioneer Protective Order and/or the Clark Protective Order which orders were signed by other Courts with both jurisdiction and the authority to sign such orders nor can they show that the each and every item requested in Blaze's Request for Production Nos. 75-86 is (i) relevant to their claims, (ii) admissible at trial or reasonably calculated to lead to the discovery of admissible evidence, and (iii) essential to the fair adjudication of their claims. *See* TEXAS RULE OF CIVIL PROCEDURE 192.3, *In re Bain*, 144 S.W.3d 236, 240 (Tex. App.—Tyler 2004 orig. proceeding), *Havens v. Lee*, 694 S.W.2d 1, 2-3 (Tex. App.—Houston [1st Dist.] 1984, orig. proceeding). A mere showing of relevance—as urged by Plaintiffs—does not suffice to overcome their burden of showing that the information they seek is essential to the fair adjudication of their claims.

2.14

Plaintiffs' Consolidated Second Amended Petition alleges causes of action for (i) breach of fiduciary duty/breach of trust, (ii) fraud, (iii) fraud by nondisclosure, and (iv) negligent misrepresentation, which allegations are hereby denied. The factual allegations contained in Plaintiffs' Consolidated Second Amended Petition are unspecific and vague. Further, Plaintiffs have attached no evidence to their Motion (and have offered no evidence) showing that any of the documents sought are in any way (i) relevant to their claims, (ii) admissible at trial or

reasonably calculated to lead to the discovery of admissible evidence, and (iii) essential to the fair adjudication of their claims.

2.15

Because Plaintiffs have not shown and cannot show that the documents sought in Blaze's Request for Production Nos. 75-86 are (i) relevant to their claims, (ii) admissible at trial or reasonably calculated to lead to the discovery of admissible evidence, and (iii) essential to the fair adjudication of their claims, their Motion should be in all things denied.

H. MOTION FOR PROTECTIVE ORDER

2.16

J.P. Morgan further moves for a protective order denying in entirety Plaintiffs' alleged "right" to obtain this type of unrelated case discovery and protecting J.P. Morgan from incurring the time and expense commitment that would be required to comply with these irrelevant, overly broad, and unduly burdensome Requests. Alternatively, 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 J.P. Morgan (or its attorneys or agents), Defendants request that all labor, material, copying, review, logging and all other related charges, professional fees, attorneys fees, costs or expenses be ordered assessed against the Plaintiffs who are seeking this information and that the Plaintiffs requesting this information be required to pay for the costs and expenses to be incurred, in advance. Further, J.P. Morgan requests that any information required to be produced, if any, are ordered to be subject to the Agreed Protective Order entered in this suit on November 14, 2011.

WHEREFORE, PREMISES CONSIDERED, J.P. Morgan prays that Plaintiffs' Motion be denied and that a protective order be issued protecting J.P. Morgan from producing

documents in response to Blaze's Request for Production Nos. 75-86 or this Motion. Further, Defendants seek such further relief at law or in equity to which they may be justly entitled.

Respectfully submitted,

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

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By: 

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Rudy A. Garza
State Bar No. 07738200
David Jed Williams
State Bar No. 21518060

ATTORNEYS FOR DEFENDANTS

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing DEFENDANTS' RESPONSE TO PLAINTIFFS' MOTION TO COMPEL DOCUMENTS FROM RELATED CASES AND MOTION FOR PROTECTIVE ORDER was served on the following, as indicated, on this the 14th day of June 2012:

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Dallas, Texas 75202-3975


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

Mr. James L. Drought **VIA EMAIL**
DROUGHT DROUGHT & BOBBITT, LLP
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San Antonio, Texas 78205

Mr. John B. Massopust **VIA EMAIL**
Mr. Matthew J. Gollinger
ZELLE HOFMANN VOELBEL & MASON LLP
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Mr. George Spencer, Jr. **VIA EMAIL**
Mr. Jeffrey J. Towers
CLEMENS & SPENCER
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Mr. Richard Tinsman **VIA EMAIL**
Ms. Sharon C. Savage
TINSMAN & SCIANO, INC.
10107 McAllister Freeway
San Antonio, Texas 78205



Patrick K. Sheehan
David Jed Williams

CAUSE NO. 09-04-00036-CVL

JPMORGAN CHASE BANK, N.A., IN
ITS CAPACITY AS TRUSTEE OF THE
SOUTH TEXAS SYNDICATE TRUST,

PLAINTIFF,

VS.

PIONEER NATURAL
RESOURCES USA, INC. AND
EOG RESOURCES, INC.,

DEFENDANTS.

IN THE DISTRICT COURT OF

LA SALLE COUNTY, TEXAS

218TH JUDICIAL DISTRICT

AGREED PROTECTIVE ORDER

Upon motion of all the parties for an Agreed Protective Order,

It is hereby ORDERED that:

1. All Classified Information produced or exchanged in the course of this litigation shall be used solely for the purpose of preparation and trial of this litigation and for no other purpose whatsoever, and shall not be disclosed to any person except in accordance with the terms hereof.

2. "Classified Information," as used herein, means any information of any type, kind or character which is designated as "Confidential" or "For Counsel Only" (or "Attorneys' Eyes Only") by any of the supplying or receiving parties, whether it be a document, information contained in a document, information revealed during a deposition, information revealed in an interrogatory answer or otherwise. In designating information as "Confidential" or "For Counsel Only" (or "Attorneys' Eyes Only"), a party will make such designation only as to that information that it in good faith believes contains confidential information. Information or material which is available to the public, including catalogues, advertising materials, and the like shall not be classified.

3. "Qualified Persons," as used herein means:

EXHIBIT
JPM 1
Related Cases
Motion
6-14-12

(a) Attorneys of record for the parties in this litigation and employees of such attorneys to whom it is necessary that the material be shown for purposes of this litigation;

(b) Actual or potential independent technical experts or consultants, who have signed a document agreeing to be bound by the terms of this protective order;

(c) The party or its employees, directors and officers working directly on the litigation or in preparation for testimony (in cases where the party is a legal entity) who have signed a document agreeing to be bound by the terms of this protective order; and

(d) If this Court so elects, any other person may be designated as a Qualified Person by order of this Court, after notice and hearing to all parties.

4. Documents produced in this action may be designated by any party or parties as "Confidential" or "For Counsel Only" (or "Attorneys' Eyes Only") information by marking each page of the document(s) so designated with a stamp stating "Confidential" or "For Counsel Only" (or "Attorneys' Eyes Only").

In lieu of marking the original of a document, if the original is not produced, the designating party may mark the copies that are produced or exchanged. Originals shall be preserved for inspection.

5. Information disclosed at (a) the deposition of a party or one of its present or former officers, directors, employees, agents or independent experts retained by counsel for the purpose of this litigation, or (b) the deposition of a third party (which information pertains to a party) may be designated by any party as "Confidential" or "For Counsel Only" (or "Attorneys' Eyes Only") information by indicating on the record at the deposition that the testimony is "Confidential" or "For Counsel Only" (or "Attorneys' Eyes Only") and is subject to the provisions of this Order. Upon request, any party may exclude persons, other than the witness, reporter and videographer, from the deposition (f) who are not Qualified Persons under Paragraphs 3(a) through (d) during the

portion of the testimony that is "Confidential," or (2) who are not Qualified Persons under Paragraphs 3(a) and (b) during the portion of the testimony that is "For Counsel Only" (or "Attorneys' Eyes Only").

Any party may also designate information disclosed at such deposition as "Confidential" or "For Counsel Only" (or "Attorneys' Eyes Only") by notifying all of the parties in writing within thirty (30) days of receipt of the transcript, of the specific pages and lines of transcript which should be treated as "Confidential" or "For Counsel Only" (or "Attorneys' Eyes Only") thereafter. Each party shall attach a copy of such written notice or notices to the face of the transcript and each copy thereof in his possession, custody or control. All deposition transcripts shall be treated as "Confidential" for a period of thirty (30) days after the receipt of the transcript, except that testimony indicated on the record at the deposition as "For Counsel Only" (or "Attorneys' Eyes Only") shall remain designated as "For Counsel Only" (or "Attorneys' Eyes Only").

To the extent possible, the court reporter shall segregate into separate transcripts information designated as "Confidential" or "For Counsel Only" (or "Attorneys' Eyes Only"), with blank, consecutively numbered pages being provided in a non-designated main transcript. The separate transcript containing "Confidential" and/or "For Counsel Only" (or "Attorneys' Eyes Only") information shall have page numbers that correspond to the blank pages in the main transcript.

6. (a) "Confidential" information shall not be disclosed or made available by the receiving party to persons other than Qualified Persons. Information designated as "For Counsel Only" (or "Attorneys' Eyes Only") shall be restricted in circulation to Qualified Persons described in Paragraphs 3(a) and (b) above.

(b) Any documents produced in this litigation, regardless of classification, which are provided to Qualified Persons of Paragraph 3(b) above, shall be maintained only at the office of

such Qualified Person and only working copies shall be made of any such documents. Copies of documents produced under this Protective Order may be made, or exhibits prepared by independent copy services, printers or illustrators for the purpose of this litigation.

(c) Each party's outside counsel shall maintain a log of all copies of "For Counsel Only" (or "Attorneys' Eyes Only") documents which are delivered to any one or more Qualified Person of Paragraph 3 above.

7. Documents previously produced shall be retroactively designated by notice in writing of the designated class of each document by Bates number within thirty (30) days of the entry of this order. Documents unintentionally produced without designation as "Confidential" may be retroactively designated in the same manner and shall be treated appropriately from the date written notice of the designation is provided to the receiving party.

Documents to be inspected shall be treated as "For Counsel Only" (or "Attorneys' Eyes Only") during inspection. At the time of copying for the receiving parties, such inspected documents shall be stamped prominently "Confidential" or "For Counsel Only" (or "Attorneys' Eyes Only") by the producing party.

8. Nothing herein shall prevent disclosure beyond the terms of this order if each party designating the information as "Confidential" or "For Counsel Only" (or "Attorneys' Eyes Only") consents to such disclosure or, if the court, after notice to all affected parties, orders such disclosures. Nor shall anything herein prevent any counsel of record from utilizing "Confidential" or "For Counsel Only" (or "Attorneys' Eyes Only") information in the examination or cross-examination of any person, irrespective of which party produced such information.

9. A party shall not be obligated to challenge the propriety of a designation as "Confidential" or "For Counsel Only" (or "Attorneys' Eyes Only") at the time made, and a failure to do so shall not preclude a subsequent challenge thereto. In the event that any party to this

litigation disagrees at any stage of these proceedings with the designation by the designating party of any information as "Confidential" or "For Counsel Only" (or "Attorneys' Eyes Only"), or the designation of any person as a Qualified Person, the parties shall first try to resolve such dispute in good faith on an informal basis, such as production of redacted copies. If the dispute cannot be resolved, the objecting party may invoke this Protective Order by objecting in writing to the party who has designated the document or information as "Confidential" or "For Counsel Only" (or "Attorneys' Eyes Only"). The designating party shall be required to move the Court for an order preserving the designated status of such information within fourteen (14) days of receipt of the written objection, and failure to do so shall constitute a termination of the restricted status of such item.

The parties may, by stipulation, provide for exceptions to this order and any party may seek an order of this Court modifying this Protective Order.

10. Nothing shall be designated as "For Counsel Only" (or "Attorneys' Eyes Only") information except of the most sensitive nature, which if disclosed to persons of expertise in the area would reveal significant technical or business advantages of the producing or designating party, and which includes as a major portion subject matter which is believed to be unknown to the opposing party or parties, or any of the employees of the corporate parties. Nothing shall be regarded as "Confidential" or "For Counsel Only" (or "Attorneys' Eyes Only") information if it is information that either:

- (a) is in the public domain at the time of disclosure, as evidenced by a written document;
- (b) becomes part of the public domain through no fault of the other party, as evidenced by a written document;

(c) the receiving party can show by written document that the information was in its rightful and lawful possession at the time of disclosure; or

(d) the receiving party lawfully receives such information at a later date from third party without restriction as to disclosure, provided such third party has the right to disclosure, provided such third party has the right to make the disclosure to the receiving party.

In the event a party wishes to use any "For Counsel Only" (or "Attorneys' Eyes Only") information in any affidavits, briefs, memoranda of law, or other papers filed in Court in this litigation, such "For Counsel Only" (or "Attorneys' Eyes Only") information used therein shall be filed with a motion to seal that complies with Tex. R. Civ. P. 76a.

11. Unless otherwise agreed to in writing by the parties or ordered by the Court, all proceedings involving or relating to documents or any other information shall be subject to the provisions of this order.

12. Upon request of a party within one-hundred twenty (120) days after conclusion of this litigation and any appeal thereof, any document and all reproductions of documents produced by that party, in the possession of any of the persons qualified under Paragraphs 3(a) through (d) shall be returned to the producing party, except (1) copies reflecting attorney work product, (2) as this Court may otherwise order, or (3) to the extent such information was used as evidence at the trial. As far as the provisions of any protective orders entered in the action restrict the communication and use of the documents produced thereunder, such orders shall continue to be binding after the conclusion of this litigation, except (a) that there shall be no restriction on documents that are used as exhibits in Court unless such exhibits were filed under seal, and (b) that a party may seek the written permission of the producing party or order of the Court with respect to dissolution or modification of such protective orders.

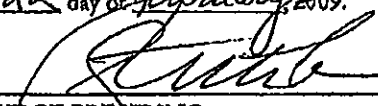
13. This order shall not bar any attorney herein in the course of rendering advice to his client with respect to this litigation from conveying to any party client his evaluation in a general way of "Confidential" or "For Counsel Only" (or "Attorneys' Eyes Only") information produced or exchanged herein; provided, however that in rendering such advice and otherwise communicating with his client, the attorney shall not disclose the specific contents of any "Confidential" or "For Counsel Only" (or "Attorneys' Eyes Only") information produced by another party herein, which disclosure would be contrary to the terms of this Protective Order.

14. Any party designating any person as a Qualified Person shall have the duty to reasonably ensure that such person observes the terms of this Protective Order and shall be responsible upon breach of such duty for the failure of any such person to observe the terms of this Protective Order.

15. Nothing in this Protective Order waives any party's right to object to the disclosure of any information or the production of documents sought by any other party. Nothing in this Protective Order precludes any party from seeking additional protective orders under the Texas Rules of Civil Procedure.

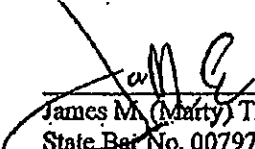
16. If a party to this litigation receives a request to disclose "Confidential" or "For Counsel Only" (or "Attorneys' Eyes Only") information to a non-party under the terms of a subpoena or order issued by a court or governmental body, such party to this litigation agrees to (i) notify the party who produced the information in this litigation of the existence, terms and circumstances of the request no later than seven (7) days before the deadline for the party to disclose the information so that the party who produced the information may seek protection from the court or governmental body; and (ii) if disclosure of the information is required to prevent the party from being held in contempt or subject to other penalty, then the party may disclose the information.

SIGNED AND ENTERED this 22 day of February, 2010.



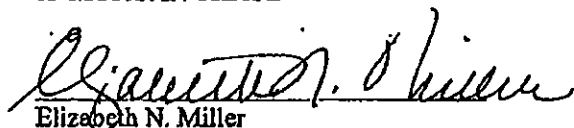
JUDGE PRESIDING

AGREED:



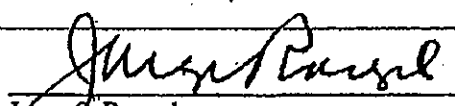
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PIONEER NATURAL RESOURCES USA, INC.

the first of which is now pending in the 73rd Judicial District Court of Bexar County, Texas, and the latter now pending in the 438th Judicial District Court of Bexar County, Texas. The Court, after reviewing the pleadings on file in both the Dailey Suit and the Clark Suit, and considering the Motion to Consolidate, and the arguments of counsel, is of the opinion that the Motion to Consolidate should be in all things GRANTED.

IT IS THEREFORE ORDERED that Cause Number 2011-CI-16542, *Craig William Clark and Richard Burns Clark v. JP Morgan Chase Bank, N.A., Individually and Corporately and as Trustee of The Burns Irrevocable Trust and the Burns Testamentary Trust, and Patricia Schultz-Ormond*, which is now pending in the 73rd Judicial District Court of Bexar County, Texas, is hereby consolidated for all purposes into Cause Number 2011-CI-02000, *Carolyn J. Clark, as Executrix of the Estate of Patricia Burns Clark, and Carolyn J. Clark, Michele Dailey Cadwallader and Christopher Clark, Individually v. JP Morgan Chase Bank, N.A. Individually and in its Capacity as Trustee for The Patricia Burns Clark Testamentary Trust and the Patricia Burns Clark Irrevocable Trust, and Patricia Schultz-Ormond*, which is now pending in the 438th Judicial District Court of Bexar County, Texas

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the clerk note on the docket sheets in both cases that the cases were consolidated under Cause Number 2011-CI-

02000.

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SIGNED this ____ day of November 2011.

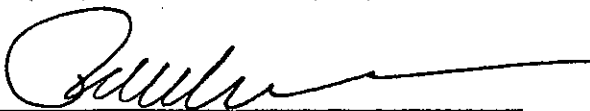
Judge Peter Sakal
225th District Court
Bexar County, Texas

JUDGE PRESIDING

AGREED AS TO FORM AND CONTENT:

**HORNBERGER SHEEHAN FULLER & BEITER
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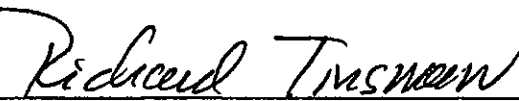
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by *DKF*
by permission

**ATTORNEYS FOR PLAINTIFFS IN
THE CLARK SUIT**

information as "Confidential," a party will make such designation only as to that information that it in good faith believes contains confidential information.

3. "Qualified Persons," as used herein means:
 - (a) Attorneys of record for the parties and in-house counsel for corporate parties in this litigation and employees of such attorneys to whom it is necessary that the material be shown for purposes of this litigation;
 - (b) Actual or potential independent experts or consultants who have signed a document in form of the attached "Exhibit A";
 - (c) The party or party representatives (for entity parties);
 - (d) Carolyn Clark, Michele Cadwallader, Randy Cadwallader, Christopher Clark, Richard Clark, and Craig Clark; and
 - (e) Any other person designated as a Qualified Person by order of this Court, after notice and hearing to all parties, or by written agreement of the parties.
4. Documents produced or exchanged in this action may be designated by any party or parties as "Confidential" information by marking each page of the document(s) so designated with a stamp stating "Confidential."
5. Information disclosed at depositions may be designated by any party as "Confidential" information by indicating on the record at the deposition that the testimony is "Confidential" and is subject to the provisions of this Order. Any party may also designate information disclosed at such deposition as "Confidential" by notifying all of the parties in writing within thirty (30) days of receipt of the transcript, of the specific pages and lines of the transcript which should be treated as "Confidential" thereafter. Each party shall attach a copy of such written notice or notices to the face of the transcript and each copy thereof in his possession, custody or control. All deposition transcripts shall be treated as "Confidential" for a period of thirty (30) days after the receipt of the transcript.
6. "Confidential" information shall not be disclosed or made available by the receiving party to persons other than Qualified Persons.

7. Documents produced prior to the date of this Order may be retroactively designated by notice in writing of the designated class of each document by Bates number within ten (10) days of the entry of this order. Documents unintentionally produced without designation as "Confidential" may be retroactively designated in the same manner and shall be treated appropriately from the date written notice of the designation is provided to the receiving party. However, a party shall not be held to have violated the terms of this Order if the Party has disclosed information that is later designated as "Confidential" prior to the date it receives notice of such "Confidential" designation.
8. If the receiving party should receive any court order or subpoena to produce all or any portion of Confidential Information, the receiving party's counsel shall immediately notify the producing party's counsel of that fact.
9. Nothing herein shall prevent disclosure beyond the terms of this order if each party designating the information as "Confidential" consents to such disclosure or, if the court, after notice to all affected parties, orders such disclosures. Nor shall anything herein prevent any counsel of record (or any attorney designated in advance in writing by a party's counsel of record) from using "Confidential" documents and/or information in the examination or cross-examination of any person, be it in a deposition or trial of this cause.
10. A party shall not be obligated to challenge the propriety of a designation as "Confidential" at the time made, and a failure to do so shall not preclude a subsequent challenge thereto. In the event any party to this litigation disagrees at any state of these proceedings with the designation by the designating party of any information as "Confidential" or the designation of any person as a Qualified Person, the parties shall first try to resolve such dispute in good faith on an informal basis, such as by production of redacted copies. If the dispute cannot be resolved, the objecting party may invoke this

Protective Order by objecting in writing to the party who has designated the document or information as "Confidential." The designating party shall be required to move the Court for an order preserving the designated status of such information within fourteen (14) days of receipt of the written objection, and failure to do so shall constitute a termination of the restricted status of such item. The parties may, by stipulation, provide for exceptions to this order and any party may seek an order of this Court modifying this Protective Order.

11. Nothing shall be regarded as "Confidential" information if it is information that either:
 - (a) is available to the public or in the public domain at the time of disclosure, as evidenced by a written document;
 - (b) becomes available to the public or part of the public domain through no fault of the other party;
 - (c) the receiving party can show by written document that the information was in its rightful and lawful possession at the time of disclosure; or
 - (d) the receiving party lawfully receives such information at a later date from a third party without restriction as to disclosure, provided such third party has the right to make the disclosure to the receiving party.

12. In the event a party wishes to use any "Confidential" information in any affidavits, briefs, memoranda of law, depositions, motions, exhibits, or other papers filed in Court in this litigation, such "Confidential" information used therein shall be filed under seal with the Court.


13. The Clerk of this Court is directed to maintain under seal all documents and transcripts of deposition testimony and answers to interrogatories, admissions and other pleadings filed under seal with the Court in this litigation which have been designated, in whole or in part, as "Confidential" information by a party to this action.

14. Unless otherwise agreed to in writing by the parties or ordered by the Court, all proceedings involving or relating to "Confidential" documents or any other "Confidential" information shall be subject to the provisions of this order.
15. Within thirty (30) days after conclusion of this litigation and any appeal thereof, any document and all reproductions of documents produced by a party, in the possession of any Qualified Person shall be returned to the producing party, except under the following circumstances: (1) as this Court may otherwise order; (2) to the extent such information was used as evidence at the trial; or (3) if the document or information contains or constitutes attorney-work product. In the latter circumstance, the Qualified Person shall destroy any such documents or information containing attorney-work product within thirty (30) days of the conclusion of this litigation and any appeal thereof. As far as the provisions of any protective orders entered in this action restricting the communication and use of the documents produced thereunder, such orders shall continue to be binding after the conclusion of this litigation, except (a) that there shall be no restriction on documents that are used as exhibits in Court unless such exhibits were filed under seal, and (b) that a party may seek the written permission of the producing party or, order of the Court with respect to dissolution or modification of such protective orders.
16. Any party designating any person as a Qualified Person shall have the duty to reasonably ensure that such person is made aware of the terms of this Protective Order.

17. The prohibitions of this Protective Order do not restrict in any way the producing party's use of its own confidential information or documents in carrying on its business.

SIGNED this day of , 2011.

AUG - 3 2011



JUDGE PRESIDING

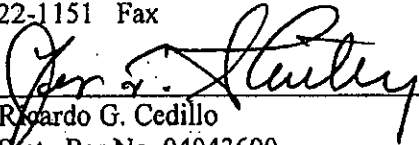
JUDGE JANET LITTLEJOHN

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By:



Ricardo G. Cedillo

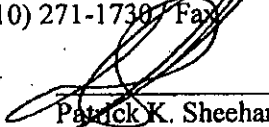
State Bar No. 04043600
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Patrick K. Sheehan

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David Jed Williams
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ATTORNEYS FOR DEFENDANTS

EXHIBIT A

Written Acknowledgement

I hereby certify my understanding that "Confidential Information," is being provided to me pursuant to the terms and restrictions of the Agreed Protective Order entered by the Court in the Cause No. 2011-CI-0200, now pending in the 438th Judicial District Court, Bexar County, Texas. I also acknowledge and certify that I have been given a copy of that Agreed Protective Order, have read its terms and conditions, and understand that I am bound by them. I understand that those terms include, but are not limited to, the following:

1. I am prohibited from using the Confidential information for any purpose not connected to the litigation identified in the Protective Order.
2. I am prohibited from disclosing the Confidential Information, or the contents thereof, to any person or party, except as provided in the Protective Order.
3. At the conclusion of the litigation, or my involvement in it, I will be required to return such Confidential Information to the person from whom I received them, including any notes, memoranda, computer files, software documentation and other form of information which includes, incorporates, or otherwise discloses the contents of the Confidential Information.
4. I shall continue to be bound by the terms of the Order as a condition to being provided access to the Confidential Information. Further, by executing this Written Acknowledgment, I hereby consent to the jurisdiction of the above-captioned Court for the special and limited purpose of enforcing the terms and conditions for the Protective Order.

5. I recognize that, pursuant to the provisions of the Protective Order, any Party disclosing or producing Confidential Information may, in the event of an actual or anticipated breach of this Written Acknowledgement, bring an action to specifically enforce the terms of the Protective Order and this Written Acknowledgement and to prevent the unauthorized disclosure or use of Confidential Information.

DATED: _____, 2011

Printed Name: _____

(Consolidated Under)
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
and GARY P. AYMES

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IN THE DISTRICT COURT

225TH JUDICIAL DISTRICT

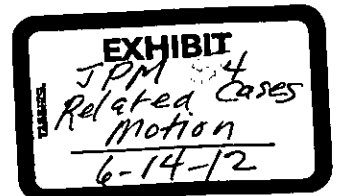
BEXAR COUNTY, TEXAS

AGREED PROTECTIVE ORDER

The Court, after considering the agreement of the parties as to the matters contained herein, finds that documents and information subject to discovery in this case may contain confidential information, and that good cause exists for the entry of this Order.

It is hereby ORDERED that:

1. All Confidential Information produced or exchanged in the course of this litigation shall be used solely for the purpose of preparation and trial of this litigation and for no other purpose whatsoever, and shall not be disclosed to any person except in accordance with the terms hereof.
2. "Confidential Information," as used herein, means any information of any type, kind or character which is designated as "Confidential" by the supplying party, whether it be a document, information contained in a document, information revealed during a deposition, information revealed in an interrogatory answer or otherwise. In designating information as "Confidential," a party will make such designation only as to that information that it in good faith believes contains confidential information.
3. "Qualified Persons," as used herein means:
 - (a) Attorneys of record for the parties and in-house counsel for corporate parties in this litigation and employees of such attorneys to whom it is necessary that the material be shown for purposes of this litigation;



- (b) Actual or potential independent experts or consultants who have signed a document in form of the attached "Exhibit A";
 - (c) The party or party representatives (for entity parties); and
 - (d) Any other person designated as a Qualified Person by order of this Court, after notice and hearing to all parties, or by written agreement of the parties.
4. Documents produced or exchanged in this action may be designated by any party or parties as "Confidential" information by marking each page of the document(s) so designated with a stamp stating "Confidential."
5. Information disclosed at depositions may be designated by any party as "Confidential" information by indicating on the record at the deposition that the testimony is "Confidential" and is subject to the provisions of this Order. Any party may also designate information disclosed at such deposition as "Confidential" by notifying all of the parties in writing within thirty (30) days of receipt of the transcript, of the specific pages and lines of the transcript which should be treated as "Confidential" thereafter. Each party shall attach a copy of such written notice or notices to the face of the transcript and each copy thereof in his possession, custody or control. All deposition transcripts shall be treated as "Confidential" for a period of thirty (30) days after the receipt of the transcript.
6. "Confidential" information shall not be disclosed or made available by the receiving party to persons other than Qualified Persons.
7. Documents produced prior to the date of this Order may be retroactively designated by notice in writing of the designated class of each document by Bates number within ten (10) days of the entry of this order. Documents unintentionally produced without designation as "Confidential" may be retroactively designated in the same manner and shall be treated appropriately from the date written notice of the designation is provided to the receiving party. However, a party shall not be held to have violated the terms of this Order if the Party has disclosed information that is later designated as "Confidential" prior to the date it receives notice of such "Confidential" designation.

8. If the receiving party should receive any court order or subpoena to produce all or any portion of Confidential Information, the receiving party's counsel shall immediately notify the producing party's counsel of that fact.
9. Nothing herein shall prevent disclosure beyond the terms of this order if each party designating the information as "Confidential" consents to such disclosure or, if the court, after notice to all affected parties, orders such disclosures. Nor shall anything herein prevent any counsel of record (or any attorney designated in advance in writing by a party's counsel of record) from using "Confidential" documents and/or information in the examination or cross-examination of any person, be it in a deposition or trial of this cause.
10. A party shall not be obligated to challenge the propriety of a designation as "Confidential" at the time made, and a failure to do so shall not preclude a subsequent challenge thereto. In the event any party to this litigation disagrees at any state of these proceedings with the designation by the designating party of any information as "Confidential" or the designation of any person as a Qualified Person, the parties shall first try to resolve such dispute in good faith on an informal basis, such as by production of redacted copies. If the dispute cannot be resolved, the objecting party may invoke this Protective Order by objecting in writing to the party who has designated the document or information as "Confidential." The designating party shall be required to move the Court for an order preserving the designated status of such information within fourteen (14) days of receipt of the written objection, and failure to do so shall constitute a termination of the restricted status of such item. The parties may, by stipulation, provide for exceptions to this order and any party may seek an order of this Court modifying this Protective Order.

11. Nothing shall be regarded as "Confidential" information if it is information that either:
- (a) is available to the public or in the public domain at the time of disclosure, as evidenced by a written document;
 - (b) becomes available to the public or part of the public domain through no fault of the other party;
 - (c) the receiving party can show by written document that the information was in its rightful and lawful possession at the time of disclosure; or
 - (d) the receiving party lawfully receives such information at a later date from a third party without restriction as to disclosure, provided such third party has the right to make the disclosure to the receiving party.
12. Nothing in this Protective Order shall be construed to violate or circumvent the requirements of Texas Rule of Civil Procedure 76a. In the event a party wishes to file pleadings or other papers in this litigation that attach or reference information another party has designated as "Confidential", in order to allow the disclosing party to seek whatever temporary and/or permanent relief it deems appropriate pursuant to Rule 76a, at least seven (7) days before such filings the non-disclosing party shall give the disclosing party written notice describing what will be filed and identifying by document production number or other specific description the "Confidential" information that will be described in or attached to such filing. The party who has designated the document or information as "Confidential" bears the burden of complying with all of the requirements of Rule 76a, including the filing of a written motion to seal and all public notice and hearing requirements, provided, however, that the non-designating party agrees not to oppose any motion to seal court records, and agrees not to oppose any motion for a temporary sealing order pending a hearing on such motion to seal. A party does not waive any rights by electing to wait until a

document has actually been filed before seeking relief pursuant to Rule 76a, or by electing not to seek a temporary sealing order pending a hearing on a motion to seal.

13. The Clerk of this Court is directed to maintain under seal all documents and transcripts of deposition testimony and answers to interrogatories, admissions and other pleadings filed under seal with the Court in this litigation which have been designated, in whole or in part, as "Confidential" information by a party to this action.
14. Unless otherwise agreed to in writing by the parties or ordered by the Court, all proceedings involving or relating to "Confidential" documents or any other "Confidential" information shall be subject to the provisions of this order.
15. Within thirty (30) days after conclusion of this litigation and any appeal thereof, any document and all reproductions of documents produced by a party, in the possession of any Qualified Person shall be returned to the producing party, except under the following circumstances: (1) as this Court may otherwise order; (2) to the extent such information was used as evidence at the trial; or (3) if the document or information contains or constitutes attorney-work product. In the latter circumstance, the Qualified Person shall destroy any such documents or information containing attorney-work product within thirty (30) days of the conclusion of this litigation and any appeal thereof. As far as the provisions of any protective orders entered in this action restricting the communication and use of the documents produced thereunder, such orders shall continue to be binding after the conclusion of this litigation, except (a) that there shall be no restriction on documents that are used as exhibits in Court unless such exhibits were filed under seal, and (b) that a party may seek the written permission of the

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MORGAN CHASE BANK

EXHIBIT A

Written Acknowledgement

I hereby certify my understanding that "Confidential Information," is being provided to me pursuant to the terms and restrictions of the Agreed Protective Order entered by the Court in the Cause No. 2010-CI-10977, now pending in the 225th Judicial District Court, Bexar County, Texas. I also acknowledge and certify that I have been given a copy of that Agreed Protective Order, have read its terms and conditions, and understand that I am bound by them. I understand that those terms include, but are not limited to, the following:

1. I am prohibited from using the Confidential information for any purpose not connected to the litigation identified in the Protective Order.
2. I am prohibited from disclosing the Confidential Information, or the contents thereof, to any person or party, except as provided in the Protective Order.
3. At the conclusion of the litigation, or my involvement in it, I will be required to return such Confidential Information to the person from whom I received them, including any notes, memoranda, computer files, software documentation and other form of information which includes, incorporates, or otherwise discloses the contents of the Confidential Information.
4. I shall continue to be bound by the terms of the Order as a condition to being provided access to the Confidential Information. Further, by executing this Written Acknowledgment, I hereby consent to the jurisdiction of the above-captioned Court for the special and limited purpose of enforcing the terms and conditions for the Protective Order.

5. I recognize that, pursuant to the provisions of the Protective Order, any Party disclosing or producing Confidential Information may, in the event of an actual or anticipated breach of this Written Acknowledgement, bring an action to specifically enforce the terms of the Protective Order and this Written Acknowledgement and to prevent the unauthorized disclosure or use of Confidential Information.

DATED: _____ 2011

Printed Name: _____

CAUSE NO. 2010-CI-10977

JOHN K. MEYER, ET AL.,

Plaintiffs,

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

Defendants.

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IN THE DISTRICT COURT OF

225th JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS



**PLAINTIFFS' MOTION TO COMPEL
DOCUMENTS FROM RELATED CASES**

Plaintiffs hereby file this Motion to Compel ("Motion") the production of documents from related cases by Defendants JP Morgan Chase Bank, N.A., in its individual and corporate capacities and as Trustee of the South Texas Syndicate Trust ("JP Morgan") and Gary P. Aymes ("Aymes") (collectively, "Defendants"). These documents from related cases are discoverable for the following reasons.

I.

FACTUAL AND PROCEDURAL BACKGROUND

A. The Instant Lawsuit

Plaintiffs, as beneficiaries, allege causes of action against Defendants regarding the administration of the South Texas Syndicate Trust ("STS Trust"). On June 21, 2011, Cause No. 2011-CI-04747 was consolidated with the original lawsuit. Thereafter, additional beneficiaries have intervened seeking similar relief. Plaintiffs and Intervenors represent over 50% of the beneficial interest holders in the STS Trust.

FILED
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BEXAR CO. TEXAS
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DEPUTY
[Signature]

Plaintiffs sued Defendants alleging a pattern of neglect, mismanagement and tortious behavior that has caused significant damage to the STS Trust assets and estate. Plaintiffs also seek a statutory accounting, the removal of Defendants as Trustee and judicial reformation of the STS Trust instrument to protect the beneficiaries' interests in the future, provide transparency, define the duties and responsibilities of the trustee, and ensure the efficient and proper administration of the STS Trust, among other things.

B. The Production to Be Compelled

Plaintiffs seek an order compelling production of documents from two related cases: (1) Cause No. 09-04-00036-CVL; *JP Morgan Chase Bank, N.A., in its capacity as Trustee of the South Texas Syndicate Trust v. Pioneer Natural Resources USA, Inc. and EOG Resources, Inc.*; in the 218th Judicial District Court, LaSalle County, Texas ("Pioneer/EOG Litigation") and (2) Cause No. 2011-CI-02000; *Carolyn J. Clark, et al. v. JP Morgan Chase Bank, NA et al.*; 438th Judicial District Court, Bexar County, Texas ("Clark Litigation").

II.

ARGUMENTS AND AUTHORITIES

Plaintiffs are entitled to access the documents from related cases for three reasons: (1) these documents are reasonably calculated to lead to the discovery of admissible evidence; (2) with regard to the documents from the Pioneer Litigation, as beneficiaries of the STS Trust, Plaintiffs have an independent right under the Texas Trust Code to review this information; and (3) with regard to the documents from the Clark Litigation, the documents constitute discoverable witness statements.

A. Defendants should produce the documents from related cases pursuant to TRCP 192, 194, and 196.

Under Texas law, a party is entitled to obtain discovery on any matter that is not privileged, is relevant to the subject matter of the pending action, and/or appears to be reasonably calculated to lead to the discovery of admissible evidence. *See, e.g., In re K.L. & J. Ltd. P'ship*, 336 S.W.3d 286, 290 (Tex. App.—San Antonio 2010, no pet.); TEX. R. CIV. P. 192.3 and 196.1. Plaintiffs have specifically requested the documents from related cases. *See, e.g.,* Blaze Request for Production Nos. 75-86, attached hereto as Exhibit A; April 20, 2012 Letter from Donley to Williams, attached hereto as Exhibit B.

1. Documents from the Pioneer/EOG Litigation should be produced.

In their Consolidated Amended Petition, Plaintiffs allege JP Morgan breached its fiduciary duties through its conduct as trustee of the STS Trust in litigating and settling the Pioneer/EOG Litigation against Pioneer Natural Resources USA, Inc. and EOG Resources, Inc. Plaintiffs' Consolidated Amended Petition at 9. Defendants have refused to allow the beneficiaries access to the vast majority of documents generated and exchanged in the Pioneer/EOG Litigation. Defendants' refusals to provide access to Pioneer/EOG Litigation documents are violations of their duties under the Texas Rules of Civil Procedure and Texas trust law. These documents include, but are not limited to, all:

- Correspondence
- Pleadings
- Discovery, including all depositions and exhibits thereto, interrogatory answers and requests for admission
- Documents produced
- Any documents related in any way to any aspect of the dispute or litigation, including settlement agreements, if any.

Plaintiffs move the Court to compel production of these documents.

2. Documents from the Clark Litigation should be produced.

- a. The depositions and exhibits from the Clark Litigation should be produced because this information is reasonably calculated to lead to the discovery of admissible evidence.**

Defendants have been sued in another case wherein the Plaintiffs allege the same individuals that administered the STS Trust, during the same period of time, created and participated in systematic breaches of fiduciary duty by, among other actions: (1) providing insufficient staffing to competently administer the oil and gas trusts placed in their care; (2) failing to properly oversee the conduct of the same individuals whose conduct is at issue in this case; and (3) negligently designing and presiding over a system of trust administration so deficient that trust services could not be competently provided. In the Clark Litigation, depositions have been taken of current and former employees of Defendants on issues that are raised in this case. Because the depositions and exhibits relate to the same issues, subject matter, witnesses, and/or claims at issue in this action, and to minimize expenses, this information is discoverable. Plaintiffs request the Court compel production of depositions and exhibits from the Clark Litigation.

- b. The depositions and exhibits from the Clark Litigation should be produced by Defendants as witness statements under the TRCP.**

Under Texas Rule of Civil Procedure 194.2(i), "A party may request disclosure of . . . (i) any witness statements described in Rule 192.3(h). Rule 192.3(h) reads in pertinent part:

(h) Statements of Persons with Knowledge of Relevant Facts. A party may obtain discovery of the statement of any person with knowledge of relevant facts--a "witness statement"--**regardless of when the statement was made.** A witness statement is (1) a written statement signed or otherwise adopted or approved in writing by the person making it, or (2) **a stenographic, mechanical, electrical, or other type of recording of a witness's oral statement, or any substantially verbatim transcription of such a recording.**

The weight of authority suggests that depositions from litigation involving the same or similar subject matter are witness statements. For example, in *Bohannon v. Honda Motor Co. Ltd.*, 127 F.R.D. at 540 (D. Kan. 1989) the court ordered production of depositions from prior lawsuits under the previous version of Fed.R.Civ.P. 26(b)(3). “Statement” was defined as a “written statement signed or otherwise adopted or approved by the person making it, or a stenographic, mechanical electrical or other recording or transcription thereof, which is a substantially verbatim recital of an oral statement by the person making it and contemporaneously recorded,” where the factual assertions in those prior lawsuits were in dispute. *Bohannon*, 127 F.R.D. at 540 (“The transcripts of deposition testimony given and approved by employees of Honda, however, are discoverable ‘statements.’”)

Pursuant to Rule 194, Defendants should produce all witness statements from persons with knowledge of relevant facts in this case who have provided statements in the Clark Litigation. In their Responses to Requests for Disclosure in this case, Defendants identified the following witnesses with knowledge of relevant facts in this case:

1. Mr. Gary P. Aymes
2. Ms. Colleen W. Dean
3. Ms. Sherry Harrison
4. Mr. H.L. Tompkins
5. Mr. Jason Beck
6. Ms. Charlotte Ray
7. Ms. Deborah M. Round
8. Mr. John C. Minter
9. Kevin R. Smith

10. Bertram Hayes-Davis

See Defendants' Response to Meyer's Request for Disclosure, attached as Exhibit C. Other current or former JP Morgan employees that clearly have knowledge of relevant facts are: (1) Patricia Schultz-Ormond; (2) Al Leach; and (3) John Flannery. Any depositions taken of these individuals related to trust administration would also be considered witness statements under the Texas Rules.

Thus, in sum: (1) because Plaintiffs have properly requested the documents from the related cases; (2) because this information is relevant to the subject matter of the pending action, and/or appears to be reasonably calculated to lead to the discovery of admissible evidence; and (3) because the depositions constitute witness statements under Texas law, the Court should order Defendants to produce these materials.

B. Defendants' Objections Should Be Denied.

Blaze's Requests for Production Nos. 75-86 requested documents related to the Pioneer/EOG Litigation. Defendants asserted similar boilerplate objections to all of these requests. For example, in their response to Blaze's Request for Production No. 79, Defendants made the following objections and claim of privilege:

REQUEST FOR PRODUCTION NO. 79:

All documents regarding the dispute with Pioneer/EOG. This Request specifically includes but is not limited to all correspondence, pleadings, discovery, documents produced, or other documents related in any way to any aspect of the dispute or litigation with Pioneer/EOG.

OBJECTIONS:

Defendant objects to this Request on the following bases:

1. This Request is vague, undefined, non-specific, overly broad, harassing, and unduly burdensome.

2. This Request seeks information that is not relevant to the subject matter of this case for discovery purposes and is beyond the scope of discovery as confined by the subject matter of this case. *See* TRCP 192 cmt. 1.
3. This Request seeks confidential, private, and/or proprietary information pertaining to the South Texas Syndicate Trust. Accordingly, J.P. Morgan has filed a Motion for Protective Order and objects to further responding to this discovery request until such Motion has been determined and protections granted as requested therein.
4. All necessary parties (in excess of 200 beneficiaries of the South Texas Syndicate Trust) have not been joined and J.P. Morgan objects to producing information that may be confidential (or otherwise objectionable) to the other beneficiaries before they are joined and have the opportunity to be heard regarding any objections that they may have to the release of the requested information to Plaintiff.

CLAIM OF PRIVILEGE:

Subject to the above-objections and the Court's determination as to the proper scope of this Request and J.P. Morgan's obligations (if any) to further respond and produce documents thereunder, J.P. Morgan anticipates that documents responsive to this Request (or redacted information in such documents) have been or will be withheld from production under attorney client and work product privileges.

Defendant JPMorgan Chase Bank, N.A.'s Objections and Responses to Plaintiff Emilie Blaze's Second Set of Requests for Production; attached as Exhibit A.

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

The documents related to the Pioneer/EOG Litigation are reasonably calculated to lead to the discovery of admissible evidence because: (1) these documents demonstrate actions taken and not taken by Defendants in administering the STS Trust and protecting the beneficiaries' interests; (2) these documents are also direct evidence of facts alleged in Plaintiffs' and Intervenors' Petitions (*e.g.* the lack of care exercised by Defendants when investigating, pursuing and settling the Pioneer/EOG Litigation).

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

Defendants protest that certain information sought by Plaintiffs through Request Nos. 75-86 is "confidential, private, and/or proprietary information". This objection should be

denied because a protective order has been entered in this cause to protect confidentiality. *See* Agreed Protective Order, signed November 14, 2011.

3. The documents from related cases do not appear on Defendants' withholding statement.

After refusing to produce a withholding statement until a hearing was held on the matter, Defendants produced a withholding statement. Defendants' withholding statement contains one-hundred twenty-three documents—one opinion letter and one-hundred twenty-two invoices, all from the law firm of Cox & Smith. *See* Defendants' Withholding Statement, attached hereto as Exhibit D. No documents from the related cases appear on Defendants' withholding statement.

C. Plaintiffs, as beneficiaries of the STS Trust, have the right under basic Texas trust law to review information demonstrating actions taken on their behalf.

As beneficiaries of the STS Trust, Plaintiffs are entitled to obtain information that demonstrates actions taken on their behalf. *See, e.g., Shannon v. Frost Nat. Bank of San Antonio*, 533 S.W.2d 389, 393 (Tex. Civ. App.—San Antonio 1975, writ ref'd n.r.e.); *Bogert's Trusts And Trustees* § 962 (“Generally, if a beneficiary of a trust requests information about the trust from the trustee, the trustee must promptly furnish it. . . . If a trustee unreasonably refuses to furnish information about a trust to a beneficiary who has requested it, the court will order the trustee to do so and may charge the trustee with the cost of the proceeding. A trustee’s failure to provide information about the trust to beneficiaries may also be grounds for a claim for damages, removal of the trustee, reduction or denial of compensation, or other relief.”); *see also* Restatement (Third) Trusts § 82(2); Restatement (Second) Trusts § 173.

Through their repeated requests for the documents related to the Pioneer/EOG Litigation, Plaintiffs are merely requesting documents that demonstrate the actions Defendants took, and failed to take, *on their behalf*. Proper trust administration of a trust under the Texas Trust Code requires that Defendants make information available to STS beneficiaries, including documents

that demonstrate actions taken by a trustee on behalf beneficiaries. *Id.* Under Texas law trustees may not conceal their actions by relying on the Texas Rules of Civil Procedure. *See, e.g., Shannon v. Frost Nat. Bank of San Antonio*, 533 S.W.2d 389, 393 (Tex. Civ. App.—San Antonio 1975, writ ref'd n.r.e.) (“However, it is well settled that a trustee owes a duty to give to the beneficiary upon request complete and accurate information as to the administration of the trust.”) (*citing* 2 Scott, Trusts § 173 (3d. ed. 1967)).

Because Plaintiffs have the right to access the information relating to the administration of the STS Trust, under Texas trust law, the Court should order Defendants to produce documents from the Pioneer/EOG Litigation responsive to Blaze Request Nos. 75-86, including but not limited to correspondence, pleadings, discovery, including all depositions and exhibits thereto, interrogatory answers and requests for admission, documents produced, and any documents related in any way to any aspect of the dispute or litigation, including settlement agreements, if any.

III.

CONCLUSION

For the reasons described herein, Plaintiffs request that the Court enter an order compelling Defendants to produce the documents and statements from related cases within ten days.

DATE: May 11, 2012.

Respectfully submitted,

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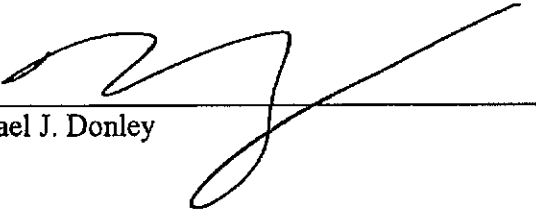
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ATTORNEYS FOR INTERVENORS

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing instrument has been served on the below listed counsel of record via facsimile, this 11th day of May 2012:

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



Michael J. Donley

EXHIBIT A

I.

DEFINITIONS AND INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. In construing this request:

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

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

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

In each instance, explain the circumstances surrounding such disposition and identify the person(s) who either directed or authorized the document(s) destruction or transfer or who are

knowledgeable about its disposition. Identify each document by providing a general description of its format (e.g., letter, memorandum, telegram, chart, photograph, etc.) and subject matter; and list its authors; recipients, and date; and state whether the documents (or copies) are still in existence, and if so provide their present location(s) and custodian(s).

E. The relevant time period is from the formation of the Trust to the present.

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

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

II.

REQUESTS FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 1:

All documents regarding or referring to Plaintiff or John Blaze.

RESPONSE:

REQUEST FOR PRODUCTION NO. 2:

All documents regarding or reflecting communications or information exchanged by and/or between You and Plaintiff or John Blaze.

RESPONSE:

REQUEST FOR PRODUCTION NO. 3:

All documents regarding or referring to the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 4:

All documents regarding or referring to the Trustee.

RESPONSE:

REQUEST FOR PRODUCTION NO. 5:

All documents regarding or referring to the Trust assets.

RESPONSE:

REQUEST FOR PRODUCTION NO. 6:

All documents regarding and/or reflecting Your internal communications or information exchanged regarding any aspect of the Trust, Trust assets, or Trustee.

RESPONSE:

REQUEST FOR PRODUCTION NO. 7:

All documents regarding and/or reflecting Your internal communications and/or information exchanged regarding any aspect of the Trust, Plaintiff (including John Blaze) or any other beneficiary.

RESPONSE:

REQUEST FOR PRODUCTION NO. 8:

All documents regarding and/or reflecting communications and/or information exchanged by and/or between You and any individual or entity other than a beneficiary of the Trust regarding any aspect of the Trust, Trust assets, or Trustee.

RESPONSE:

REQUEST FOR PRODUCTION NO. 9:

All documents regarding and/or reflecting any communication and/or information exchanged by and/or between You and any beneficiary regarding any aspect of the Trust, Trust assets or Trustee.

RESPONSE:

REQUEST FOR PRODUCTION NO. 10:

All documents regarding or reflecting communications or information exchanged by or between You and any potential witness You may call to testify at the trial of this matter.

RESPONSE:

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

REQUEST FOR PRODUCTION NO. 11:

All documents regarding and/or reflecting any communications or information exchanged by or between You and any individual or entity regarding Plaintiff, John Blaze, or any aspect of this lawsuit.

RESPONSE:

REQUEST FOR PRODUCTION NO. 12:

All documents regarding or reflecting communications and/or information exchanged by and/or between You and any individual or entity who may have knowledge of facts relevant to this case.

RESPONSE:

REQUEST FOR PRODUCTION NO. 13:

All documents or communications regarding or reflecting Your right and/or authority to act as Trustee of the South Texas Syndicate Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 14:

All documents regarding or reflecting any written or oral agreements of any nature entered into with, for, or on behalf of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 15:

All documents or communications regarding or reflecting any lease, contract and/or agreement relating in any way to the Trust or Trust assets for the period You have been Trustee of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 16:

All documents or communications regarding or reflecting Your efforts to liquidate Trust assets.

RESPONSE:

REQUEST FOR PRODUCTION NO. 17:

All documents regarding or reflecting formal or informal communications, summaries, reports, or analysis provided to beneficiaries of the Trust as a whole or to any individual beneficiary of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 18:

All documents or communications regarding or reflecting communications to, from and/or between, You, the Trust and/or Trustee and any or all of the beneficiaries of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 19:

All documents regarding or reflecting communications (including information exchanged) by and/or between You and any other individual or entity other than a beneficiary of the Trust concerning any aspect of the Trust, the Trust assets, or the services provided to, for, or on behalf of the Trust or Trustee.

RESPONSE:

REQUEST FOR PRODUCTION NO. 20:

All documents regarding or reflecting communications (including information exchanged) by and/or between You and any beneficiary of the Trust concerning any aspect of the Trust, the Trustee, or services provided to, for, or on behalf of the Trust or Trustee.

RESPONSE:

REQUEST FOR PRODUCTION NO. 21:

All documents or communications regarding or reflecting the characterization or structure of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 22:

All documents or communications regarding or reflecting whether the Trust is properly characterized, structured, operated or maintained, at any time, as a liquidating trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 23:

All documents regarding or referring to the characterization or structure of the Trust. This Request specifically includes but is not limited to characterizations or analysis for legal or tax purposes.

RESPONSE:

REQUEST FOR PRODUCTION NO. 24:

All documents regarding or reflecting communications or information exchanged by and/or between You and any other individual or entity other than a beneficiary of the Trust relating to the characterization or structure of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 25:

All documents regarding or reflecting communications or information exchanged by and/or between You, Plaintiff (including John Blaze) and/or any other beneficiary of the Trust regarding or Relating to the characterization or structure of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 26:

All documents or communications regarding or reflecting analysis of whether a particular action by the Trustee, at any time, was a routine service or responsibility or an extraordinary service.

RESPONSE:

REQUEST FOR PRODUCTION NO. 27:

All documents regarding or reflecting communications and/or information exchanged by and/or between You and any accountant, lawyer, or other professional regarding any aspect of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 28:

All documents regarding or reflecting communications and/or information exchanged by and/or between You and any professional advisor (including but not limited to lawyers or accountants) concerning any aspect of the Trust, including but not limited to the characterization, structure, and/or operation of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 29:

All documents or communications regarding or reflecting any oral or written opinion from a professional advisor (including but not limited to a lawyer or accountant) concerning any

aspect of the Trust, including but not limited to the characterization, structure, or operation of the Trust. This Request specifically includes but is not limited to all internal communications, all written communications, and all forms of any opinion, whether informal, formal, draft, revised, or final.

RESPONSE:

REQUEST FOR PRODUCTION NO. 30:

Any documents regarding or reflecting any communication with, or opinions by, an accountant, attorney, or other professional, relating to the characterization of the Trust as an ordinary trust, liquidating trust, business trust, royalty trust, association, business association, or other characterization or structure. This Request specifically includes characterizations or analysis for legal or tax purposes.

RESPONSE:

REQUEST FOR PRODUCTION NO. 31:

All documents regarding or reflecting information exchanged and/or communications, including but not limited to memorandums, reports, or opinions, by accountants, attorneys, or other professionals relating to the characterization or structure of the Trust. This Request specifically includes characterizations or analysis for legal or tax purposes.

RESPONSE:

REQUEST FOR PRODUCTION NO. 32:

All documents regarding or reflecting communications and/or information exchanged by and/or between You and any accountant, lawyer, or other professional advisor regarding any aspect of the Trust, Trust assets, or Trustee.

RESPONSE:

REQUEST FOR PRODUCTION NO. 33:

All documents or communications regarding or reflecting any communications, memorandums, reports or opinions by accountants, attorneys, or other professionals, whose services were paid for out of Trust funds, relating to the characterization of the Trust as an

ordinary trust, liquidating trust, business trust, royalty trust, association, business association, or other characterization or structure, to specifically include characterizations or analysis for legal or tax purposes.

RESPONSE:

REQUEST FOR PRODUCTION NO. 34:

All documents or communications regarding, reflecting or relating to the characterization of the Trust as an ordinary trust, liquidating trust, business trust, royalty trust, association, business association, or other characterization or structure.

RESPONSE:

REQUEST FOR PRODUCTION NO. 35:

All documents or communications regarding or reflecting any aspect of the management and/or operation of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 36:

All documents regarding, referring to, or reflecting any aspect of the administration of the Trust before you were appointed as the Trustee of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 37:

All documents or communications regarding or reflecting the operation of the Trust as an ordinary trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 38:

All documents or communications regarding or reflecting the Internal Revenue Services' treatment of the Trust, including but not limited to the Internal Revenue Services' treatment of the characterization and/or operation of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 39:

All documents or communications regarding or reflecting any aspect of a decision to seek or not to seek a letter ruling or other guidance from the Internal Revenue Service with regard to the characterization, structure, operation or any other aspect of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 40:

All documents or communications regarding or reflecting any letter ruling or other guidance, input, or advice from the Internal Revenue Service concerning the characterization, structure, operation, or any other aspect of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 41:

All documents or communications regarding judicial reformation of the Trust instrument that currently governs the trusteeship of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 42:

All documents or communications regarding or reflecting any aspect of a decision to seek or not to seek judicial reformation of the Trust instrument that currently governs the trusteeship of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 43:

All documents and communications regarding Your status as Trustee of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 44:

All documents or communications regarding or reflecting Your potential loss of the trusteeship of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 45:

All documents or communications regarding or reflecting the job descriptions or duties of each employee, independent contractor, or any other individual or entity that You have hired or retained to administer the Trust or provide any other services to, from, or on behalf of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 46:

All documents regarding and/or reflecting communications and/or information exchanged by and/or between You, any of Your employees or any other individuals or entities that You have hired or retained to administer the Trust or provide any services related in any way to the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 47:

All documents sufficient to identify each of Your employees or any other individual or entity that You have hired to administer the Trust or provide any services to or for the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 48:

All documents regarding and/or reflecting the administration of the Trust, including all services provided by the Trustee or other individuals or entities who provided any services to, for, or on behalf of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 49:

All financial and accounting statements and records prepared for the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 50:

All documents regarding and/or reflecting any financial accounting performed for or on behalf of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 51:

All documents regarding or reflecting any type of financial or accounting calculations or analysis regarding the Trust, including but not limited to financial statements, balance sheets, profit/loss statements, and any analysis of revenue, expenses, cash flow, allocations, distributions, disbursements, or any other financial analysis, calculation, projections, or estimates.

RESPONSE:

REQUEST FOR PRODUCTION NO. 52:

All documents or communications regarding or reflecting any accounting or any aspect of an accounting performed on the Trust, including, but not limited to, any accounting requested by a beneficiary of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 53:

All documents or communications regarding or reflecting any business strategies, strategic plans, or business plans relating to the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 54:

All documents or communications regarding or reflecting any plan, strategy, or activity to maximize the value of the Trust to the beneficiaries.

RESPONSE:

REQUEST FOR PRODUCTION NO. 55:

All documents or communications regarding or reflecting any aspect of the development and/or implementation of business strategies, strategic plans, or business plans to maximize the value of the Trust to the beneficiaries.

RESPONSE:

REQUEST FOR PRODUCTION NO. 56:

All documents or communications regarding or reflecting delay rentals related to the Trust properties or Trust estate. This Request specifically includes but is not limited to the negotiation of delay rentals and/or agreements for delay rentals. This Request specifically includes but is not limited to documents or communications regarding or reflecting: the amounts; terms; conditions; length of time of the delay; calculation methods; investigation of comparable delay rentals; and any other aspect of delay rentals that the Trustee considered before entering into or negotiating delay rentals on behalf of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 57:

All documents or communications regarding or reflecting expenses, fees and/or other amounts You charged to the Trust. This Request specifically includes, but is not limited to, documents and communications regarding or reflecting any amounts paid to You, third parties, the Trustee and/or affiliated entities or individuals. This Request specifically includes, but is not limited to, documents and communications regarding or reflecting amount paid for: (1) reasonable compensation for actions taken as part of efforts to sell trust assets; (2) amounts retained for routine services and responsibilities as Trustee; (3) fees charged for extraordinary services in connection with the Trust estate; (4) reimbursements for out-of-pocket expenses and reasonable attorneys' and accountant fees incurred in connection with Trust properties.

RESPONSE:

REQUEST FOR PRODUCTION NO. 58:

All documents or communications regarding or reflecting any aspect of payments, distributions, or disbursements of any kind received by the Trustee. This Request specifically includes, but is not limited to, the determination of the method of the calculation of the amount of the payment, the determination of the timing of the payment, the actual calculation of the payment, and the reasons for the payment.

RESPONSE:

REQUEST FOR PRODUCTION NO. 59:

All documents or communications regarding or reflecting any aspect of payments, distributions, or disbursements of any kind made by the Trustee to You (Individually/Corporately) and/or to any individual or entity other than a beneficiary of the Trust. This Request specifically includes, but is not limited to, the determination of the method of the calculation of the amount of the payment, the determination of the timing of the payment, the actual calculation of the payment, and the reason for payment.

RESPONSE:

REQUEST FOR PRODUCTION NO. 60:

All documents or communications regarding or reflecting consideration (including monies or other benefits) received by the Trustee as compensation for its administration of the Trust. This Request specifically includes amounts paid out of the Trust estate, amounts paid out of Trust funds, and any other source of consideration, money or benefit that the Trustee retained as compensation for its administration of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 61:

All documents or communications regarding or reflecting consideration (including monies or other benefits) received by the Trustee on behalf of the Trust. This Request specifically includes, but is not limited to, documents and communications regarding or reflecting payments from leasees of Trust assets and any other consideration (including monies or other benefits) from any source received by the Trustee on behalf of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 62:

All documents or communications regarding or reflecting any aspect of payments, distributions, royalties, or disbursements of any kind made by the Trustee to Trust beneficiaries. This Request specifically includes, but is not limited to, the determination of the method of the calculation of the amount of the payment, the determination of the timing of the payment, and the actual calculation of the payments.

RESPONSE:

REQUEST FOR PRODUCTION NO. 63:

All documents regarding or reflecting communications or information exchanged by and/or between You and Cox & Smith related in any way to the Trustee or the Trust, including but not limited to the characterization, structure, and/or operation of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 64:

All documents or communications regarding or reflecting any written oral opinion from Cox & Smith related in any way to the Trustee or the Trust, including but not limited to the characterization, structure, and/or operation of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 65:

All documents, including internal communications, regarding or reflecting any services Cox & Smith provided to, for, or on behalf of the Trust or Trustee.

RESPONSE:

REQUEST FOR PRODUCTION NO. 66:

All documents or communications regarding or reflecting monies paid to Cox & Smith or any other professional advisor for services rendered to, for, or on behalf of the Trust or Trustee. This Request specifically includes but is not limited to all invoices, statements, and/or bills issued by Cox & Smith or other professional advisors, as well as documents regarding or reflecting the payment of such bills, invoices, or statements.

RESPONSE:

REQUEST FOR PRODUCTION NO. 67:

All documents or communications regarding or reflecting any aspect of the decision to seek an opinion from Cox & Smith related to the characterization, structure and/or operation of the Trust. This Request specifically includes the documents or communications regarding or reflecting the decision to pay for the legal services connected with the Cox & Smith opinion out of Trust funds.

RESPONSE:

REQUEST FOR PRODUCTION NO. 68:

All documents or communications regarding or reflecting the identity, mental impressions, work product, and/or opinions of any consulting expert whose mental impressions and/or opinions have been reviewed or relied upon by any witness or testifying expert in this case. This Request specifically includes documents or communications regarding or reflecting the following information related to said consulting expert: (1) name, address, and telephone number; (2) the facts known by said consulting expert that relate to or form the basis of the expert's mental impressions and opinions formed or made in connection with this case, regardless of when and how the factual information was acquired; (3) said consulting expert's mental impressions and opinions formed or made in connection with this case, and any methods used to derive them; (4) any bias of the consulting expert; (5) all documents, tangible things, reports, models, or data compilations that have been provided to, reviewed by, or prepared by or for the consulting expert; (6) the consulting expert's current resume, curriculum vitae, and bibliography.

RESPONSE:

REQUEST FOR PRODUCTION NO. 69:

All documents produced to and/or received from any consulting expert whose mental impressions and/or opinions have been reviewed and relied upon by any witness or testifying expert.

RESPONSE:

REQUEST FOR PRODUCTION NO. 70:

All communications and/or information exchanged by and/or between You and any consulting expert whose mental impressions and/or opinions have been reviewed and relied upon by any witness or testifying expert.

RESPONSE:

REQUEST FOR PRODUCTION NO. 71:

All documents sufficient to identify (name, address and telephone number) of each individual or entity that is a beneficiary of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 72:

All insurance policies, including but not limited to, all primary, secondary, excess, or umbrella policies, and any indemnity agreements under which any person or entity may be liable to satisfy part or all of a judgment rendered in this action or indemnify or reimburse for payments made to satisfy any judgment rendered in this action.

RESPONSE:

REQUEST FOR PRODUCTION NO. 73:

All written or recorded statements of any person with knowledge of facts relevant to this action. This Request specifically includes all statements that constitute discoverable information under Texas Rule of Civil Procedure 192.3(h).

RESPONSE:

REQUEST FOR PRODUCTION NO. 74:

All written or recorded statements made by Plaintiff, John Blaze, You, the Trustee, any beneficiary of the Trust, or any other individual or entity concerning in any way, Plaintiff, John Blaze, the Trust, the Trustee, this lawsuit, and/or the alleged facts or occurrences made the basis of this lawsuit.

RESPONSE:

REQUEST FOR PRODUCTION NO. 75:

The settlement agreement entered with Pioneer/EOG.

RESPONSE:

REQUEST FOR PRODUCTION NO. 76:

All drafts, revisions, and/or versions of any proposed or final settlement agreement with Pioneer/EOG.

RESPONSE:

REQUEST FOR PRODUCTION NO. 77:

All documents regarding the settlement with Pioneer/EOG.

RESPONSE:

REQUEST FOR PRODUCTION NO. 78:

All documents regarding or reflecting communications and/or information exchanged by and/or between You and Pioneer/EOG concerning any aspect of the dispute or settlement of the dispute.

RESPONSE:

REQUEST FOR PRODUCTION NO. 79:

All documents regarding the dispute with Pioneer/EOG. This Request specifically includes but is not limited to all correspondence, pleadings, discovery, documents produced, or other documents related in any way to any aspect of the dispute or litigation with Pioneer/EOG.

RESPONSE:

REQUEST FOR PRODUCTION NO. 80:

All documents regarding or reflecting communications or information exchanged by and between You and counsel for the Trust in connection with the Pioneer/EOG dispute or litigation.

RESPONSE:

REQUEST FOR PRODUCTION NO. 81:

All documents regarding or reflecting invoices, bills, or statements received from the Trust counsel for services rendered in connection with the Pioneer/EOG dispute or litigation.

RESPONSE:

REQUEST FOR PRODUCTION NO. 82:

All documents regarding or reflecting the payment of all fees and expenses incurred by the counsel for the Trust in the Pioneer/EOG dispute or litigation.

RESPONSE:

REQUEST FOR PRODUCTION NO. 83:

All documents regarding or reflecting your internal communications or information exchanged regarding the Pioneer/EOG dispute or litigation.

RESPONSE:

REQUEST FOR PRODUCTION NO. 84:

A copy of the complete litigation file, including but not limited to all work product and attorney-client communications, for the Pioneer/EOG dispute or litigation.

RESPONSE:

REQUEST FOR PRODUCTION NO. 85:

All documents or communications regarding or reflecting any aspect of the Pioneer/EOG Settlement. This Request specifically includes, but is not limited to, documents or communications regarding or reflecting the reasons the Trustee made the decision to enter into the Pioneer/EOG Settlement.

RESPONSE:

REQUEST FOR PRODUCTION NO. 86:

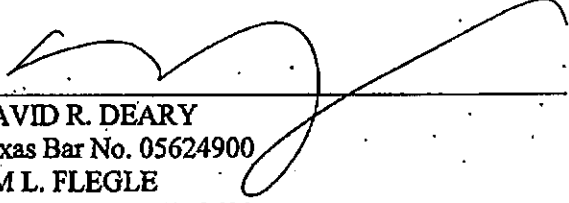
All documents or communications regarding or reflecting the choice of counsel and the payment of fees and expenses for the Pioneer/EOG Litigation. This Request specifically includes, but is not limited to, documents or communications regarding or reflecting any aspect of the process by which the Trustee chose trial counsel and determined the fee arrangement to enter into with trial counsel. This Request specifically includes but is not limited to documents or communications regarding or reflecting the Trustee's analyses or other action to determine the propriety and/or reasonableness of the \$1,162,161.32 in fees and expenses generated by the Trustee in the Pioneer/EOG Litigation and Settlement. This Request specifically includes, but is not limited to, documents or communications regarding or reflecting the Trustees' analysis, action, or determination as to whether all or any portion of the \$1,162,161.32 justified an extraordinary fee under the Trust instrument. This Request specifically includes but is not limited to documents or communications regarding or reflecting any extraordinary fee taken by the trustee because of time "consumed" by the Pioneer/EOG Litigation and/or Settlement or any other basis or reason.

RESPONSE:

DATE: May 27, 2011.

Respectfully submitted,

LOEWINSOHN FLEGLE DEARY, L.L.P.



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

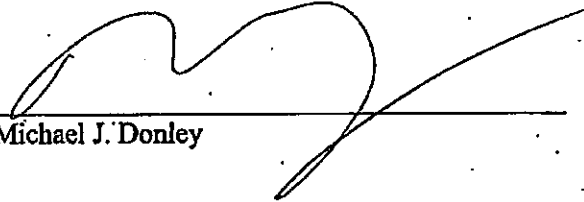
ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF SERVICE

I certify that on May 27, 2011, this document was served on the following described parties in the manner indicated below:

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

Via Fax



Michael J. Donley

EXHIBIT B

— — — — — ★ ★ ★ — — — — —
LOEWINSOHN FLEGLE DEARY
— — — — — L · L · P — — — — —

April 20, 2012

VIA EMAIL

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

Re: Cause No. 2011-CI-10977; *John K. Meyer, et al. v. JP Morgan Chase Bank N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust and Gary P. Aymes*; in the 225th District Court, Bexar County, Texas

Dear Jed:

This letter describes our understanding of the status of certain outstanding discovery issues in the above-captioned case.

Related-Case Documents and Discovery

It is our understanding that your clients object to the use of any documents or discovery from the *Carolyn J. Clark, et al. v. JP Morgan Chase Bank, NA et al* matter (the "Clark Case") in this case. It is our further understanding that your clients will not produce any documents or discovery related to the Clark Case in this case without being so instructed by the Court.

Because of the similarity of the cases and the substantial overlap of witnesses and issues between the two cases, it is our position that (1) Plaintiffs and Intervenors in this case are entitled to access to many of the documents and discovery in the Clark Case; and (2) substantial expense can be avoided by your client's agreement to produce Clark Case documents and discovery in this case. See attached Letter from Jim Drought to Patrick Sheehan dated March 5, 2012. If we have misunderstood your clients' position, please let me know.

April 20, 2012

Page 2

Business Relations Documents

It is our understanding that JP Morgan will not produce previously-requested documents sufficient to identify business relations between JP Morgan and Pioneer Natural Resources, Petrohawk Energy Corporation, and EOG Resources. See attached response of JP Morgan Chase Bank to Plaintiffs' Request for Production No. 92. If this is not your clients' position, please let me know.

Hardcopy Documents Related to the Administration of the STS Trust

It has come to our attention that JP Morgan holds, as trustee for the South Texas Syndicate Trust ("STS Trust"), approximately fifty (50) boxes of hardcopy documents related to the administration of the STS Trust. It is our understanding that these documents are located in San Antonio. These documents are clearly covered by Plaintiffs' Requests for Production. See, e.g., attached Blaze Request for Production No. 36. We again request access to these documents. Additionally, under Texas Trust law, beneficiaries of the STS Trust have the right to review such information apart from the rights granted by the Texas Rules of Civil Procedure. If your clients are willing to provide access to these documents please let me know and we will arrange a time to review and copy.

Pioneer/EOG Litigation Documents

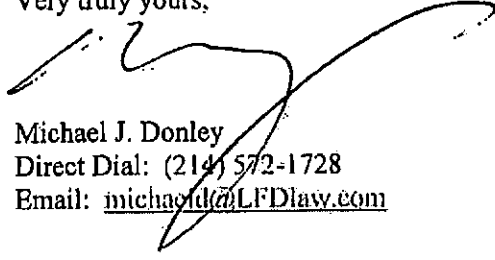
At the most recent discovery hearing in this case, the Court ordered your clients to produce the deposition testimony of JP Morgan witnesses taken in *JP Morgan Chase Bank, N.A., in its capacity as Trustee of the South Texas Syndicate Trust v. Pioneer Natural Resources USA, Inc. and EOG Resources, Inc.* (the "Pioneer/EOG Litigation"). Upon reviewing the limited production by your clients, it is obvious that these documents are clearly relevant to the issues in this case.

For the same reasons described in Plaintiffs' Motion to Compel Witness Statements and Plaintiffs' Brief in Support of Their Motion to Compel Production of Prior Deposition Testimony of Key Witnesses, your clients should produce: (1) transcripts of all depositions taken in the Pioneer/EOG Litigation including exhibits; (2) all documents produced by JP Morgan as trustee on behalf of STS Trust in the Pioneer/EOG Litigation; and (3) all documents received by JP Morgan as trustee on behalf of STS Trust in the Pioneer/EOG Litigation. These documents have been previously requested. See, e.g., attached Blaze Request for Production Nos. 74-86. Please contact us if you intend to produce these documents.

April 20, 2012
Page 3

We remain willing to work with your clients on these issues and would prefer avoiding further hearings with the Court.

Very truly yours,



Michael J. Donley
Direct Dial: (214) 572-1728
Email: michaold@LFDlaw.com

MJD/arh

cc: Patrick K. Sheehan (via email)
George Spencer, Jr.: (via email)
James L. Drought (via email)
Richard Tinsman (via email)
John B. Massopust (via email)
Matthew Gollinger (via email)



DROUGHT DROUGHT & BOBBITT LLP

ATTORNEYS AT LAW

March 5, 2012

Mr. Patrick K. Sheehan
Hornberger Sheehan Fuller & Beiter, Inc.
Quarry Heights
7373 Broadway, Suite 300
San Antonio, Texas 78209

VIA E-MAIL TRANSMISSION

Re: Cause No. 2011-CI-02000; *Carolyn J. Clark, et al. v. JP Morgan Chase Bank, NA et al.*; in the District Court, 438th Judicial District, Bexar County, Texas ("Clark Action")

Re: Cause No. 2010-CI-10977; *John K. Meyer, et al., Plaintiffs v. JP Morgan Chase Bank, N.A. Individually/Corporately and as Trustee of the South Texas Syndicate Trust and Gary P. Aymes, Defendants* ("STS Action")

Dear Pat:

As you know, we have recently conducted substantial discovery in the Clark Action involving JP Morgan document production and the depositions of current and former JP Morgan employees. In significant part, the discovery in the Clark Action included documents and testimony that is also relevant to the claims being made by the Plaintiffs in the STS Action.

There is an Agreed Protective Order regarding confidential information in both cases, the one in the Clark case having been signed on August 3, 2011, and the one in the Meyer case having been signed on November 14, 2011.

The two cases have many similarities. The Plaintiffs' pleadings essentially allege the same causes of action against JP Morgan, in its capacity as trustee. Most, if not all, of the JP Morgan witnesses will be the same in both cases. Much of the documentation produced by JP Morgan will be relevant to both cases.

I am sure that your client, as a trustee with fiduciary duties to trust beneficiaries, is very interested in minimizing litigation expenses where possible. It

JLD\Clark, Craig\497.0002 - Clark v. JPM\Sheehan et al - Agreed Protective Order.wpd

497.0002

Mr. Patrick K. Sheehan
March 5, 2012
Page 2

is clear to me, and to my co-counsel, that one such way to minimize litigation expenses is to allow discovery in either case to be used in the other. If JP Morgan is agreeable to this concept, I am confident that the plaintiffs in both actions will also agree, particularly where protective orders are in place.

I suggest that we enter into an agreed order which allows all confidential information produced by either side to be used in either case. I would prefer doing this by agreement. However, if JP Morgan will not so agree, we will prepare the necessary motions and take the matter up with the respective courts.

Please let me know if this meets with your approval at your earliest convenience. I look forward to hearing from you.

With best regards.

Sincerely,



James L. Drought

JLD/kf

Mr. Patrick K. Sheehan
March 5, 2012
Page 3

cc via e-mail transmission:

Mr. John B. Massopust

Mr. George H. Spencer, Jr.
Mr. Jeffrey J. Jowers

Mr. Richard Tinsman

Mr. Les J. Strleber III

Mr. David R. Deary
Mr. Jim L. Flegle
Mr. Michael J. Donley

CAUSE NO. 2010-CI-10977

JOHN K. MEYER

VS.

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

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IN THE DISTRICT COURT

225TH JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

**DEFENDANT JPMORGAN CHASE BANK, N.A.'S OBJECTIONS AND RESPONSES
TO PLAINTIFF EMILE BLAZE'S SECOND SET OF REQUESTS FOR PRODUCTION**

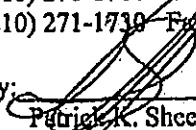
Defendant JPMorgan Chase Bank, N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust (collectively "J.P. Morgan") submits these Objections and Responses to Plaintiff Emile Blaze's Second Set of Requests for Production.

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER
& BEITER INCORPORATED**

7373 Broadway, Suite 300
San Antonio, Texas 78209
(210) 271-1700 Telephone
(210) 271-1730 Fax

By:


Patrick K. Sheehan
State Bar No. 18175500
Kevin M. Beiter
State Bar No. 02059065
David Jed Williams
State Bar No. 21518060
Mark A. Randolph
State Bar No. 00791484

ATTORNEYS FOR DEFENDANTS

CERTIFICATE OF SERVICE

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

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

VIA CERTIFIED MAIL R.R.R.

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

VIA CERTIFIED MAIL R.R.R.


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

VIA CERTIFIED MAIL R.R.R.

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

VIA CERTIFIED MAIL R.R.R.

on this 13th day of July, 2011.



Patrick K. Sheehan
David Jed Williams
Mark A. Randolph

**DEFENDANT'S RESPONSES AND OBJECTIONS TO PLAINTIFF'S SECOND SET OF
REQUESTS FOR PRODUCTION**

I. GENERAL OBJECTIONS AND REQUEST FOR PROTECTIVE ORDER

A. These Requests in some instances seek the production of information that would constitute an invasion of Defendants' (or other person's or entity's) personal rights of privilege, confidentiality, and privacy. Additionally, many of these Requests have questionable relevance to the subject matter of this case, are overly broad in scope and would unduly burden J.P. Morgan with the need to search for, organize, review and produce a massive amount of information and data from decades past at great time and expense. J.P. Morgan has filed a Second Motion for Protective Order, which Motion is incorporated herein by reference in its entirety, and J.P. Morgan objects to these discovery requests (where applicable) on each and all of the bases set forth in the Second Motion for Protective Order (and as provided below).

B. Defendant objects to the instructions contained in I. A. as same are unduly burdensome and harassing. Defendant will produce such information as it is kept in the ordinary course of its business or in such other format as may be convenient to Defendant or agreed to by the parties.

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

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

REQUEST FOR PRODUCTION NO. 87:

All documents or communications regarding, reflecting or concerning any report, physical model, survey, compilation of data, evaluation, or memorandum related to the Trust Assets.

OBJECTIONS:

Defendant objects to this Request on the following bases:

1. This Request is vague, undefined, non-specific, overly broad, harassing, and unduly burdensome.
2. This Request seeks information that is not relevant to the subject matter of this case for discovery purposes and is beyond the scope of discovery as confined by

the subject matter of this case. *See* TRCP 192 cmt. 1.

3. This Request seeks confidential, private, and/or proprietary information pertaining to the South Texas Syndicate Trust, its beneficiaries, and potentially other third parties. Accordingly, J.P. Morgan has filed a Second Motion for Protective Order and objects to further responding to this discovery request until such Motion has been determined and protections granted as requested therein.
4. All necessary parties (in excess of 200 beneficiaries of the South Texas Syndicate Trust) have not been joined and J.P. Morgan objects to producing information that may be confidential (or otherwise objectionable) to the other beneficiaries before they are joined and have the opportunity to be heard regarding any objections that they may have to the release of the requested information to Plaintiff.

CLAIM OF PRIVILEGE:

Subject to the above-objections and the Court's determination as to the proper scope of this Request and J.P. Morgan's obligations (if any) to further respond and produce documents thereunder, J.P. Morgan anticipates that documents responsive to this Request (or redacted information in such documents) have been or will be withheld from production under attorney-client and work product privileges.

REQUEST FOR PRODUCTION NO. 88:

All documents or communications regarding, reflecting or concerning any technical report, physical model, survey, compilation of data, evaluation, or memorandum related to the Trust Assets.

OBJECTIONS:

Defendant objects to this Request on the following bases:

1. This Request is vague, undefined, non-specific, overly broad, harassing, and unduly burdensome.
2. This Request seeks information that is not relevant to the subject matter of this case for discovery purposes and is beyond the scope of discovery as confined by the subject matter of this case. *See* TRCP 192 cmt. 1.
3. This Request seeks confidential, private, and/or proprietary information pertaining to the South Texas Syndicate Trust, its beneficiaries, and potentially other third parties. Accordingly, J.P. Morgan has filed a Second Motion for Protective Order and objects to further responding to this discovery request until such Motion has

been determined and protections granted as requested therein.

4. All necessary parties (in excess of 200 beneficiaries of the South Texas Syndicate Trust) have not been joined and J.P. Morgan objects to producing information that may be confidential (or otherwise objectionable) to the other beneficiaries before they are joined and have the opportunity to be heard regarding any objections that they may have to the release of the requested information to Plaintiff.

CLAIM OF PRIVILEGE:

Subject to the above-objections and the Court's determination as to the proper scope of this Request and J.P. Morgan's obligations (if any) to further respond and produce documents thereunder, J.P. Morgan anticipates that documents responsive to this Request (or redacted information in such documents) have been or will be withheld from production under attorney-client and work product privileges.

REQUEST FOR PRODUCTION NO. 89:

All documents or communications regarding, reflecting or concerning any industrial report, physical model, survey, compilation of data, evaluation, or memorandum related to the Trust Assets.

OBJECTIONS:

Defendant objects to this Request on the following bases:

1. This Request is vague, undefined, non-specific, overly broad, harassing, and unduly burdensome.
2. This Request seeks information that is not relevant to the subject matter of this case for discovery purposes and is beyond the scope of discovery as confined by the subject matter of this case. *See* TRCP 192 cmt. 1.
3. This Request seeks confidential, private, and/or proprietary information pertaining to the South Texas Syndicate Trust, its beneficiaries, and potentially other third parties. Accordingly, J.P. Morgan has filed a Second Motion for Protective Order and objects to further responding to this discovery request until such Motion has been determined and protections granted as requested therein.
4. All necessary parties (in excess of 200 beneficiaries of the South Texas Syndicate Trust) have not been joined and J.P. Morgan objects to producing information that may be confidential (or otherwise objectionable) to the other beneficiaries before they are joined and have the opportunity to be heard regarding any objections that

they may have to the release of the requested information to Plaintiff.

CLAIM OF PRIVILEGE:

Subject to the above-objections and the Court's determination as to the proper scope of this Request and J.P. Morgan's obligations (if any) to further respond and produce documents thereunder, J.P. Morgan anticipates that documents responsive to this Request (or redacted information in such documents) have been or will be withheld from production under attorney-client and work product privileges.

REQUEST FOR PRODUCTION NO. 90:

All documents or communications regarding, reflecting or concerning any engineering, geological or scientific information, report, physical model, survey, compilations of data, evaluation or memorandum (whether written, recorded, video-taped or otherwise preserved) related to The Trust Assets. This Request specifically includes, but is not limited to, any engineering or geological document available or reviewed prior to negotiating or considering agreements with any third parties, including Petrohawk Energy Corporation.

OBJECTIONS:

Defendant objects to this Request on the following bases:

1. This Request is vague, undefined, non-specific, overly broad, harassing, and unduly burdensome.
2. This Request seeks information that is not relevant to the subject matter of this case for discovery purposes and is beyond the scope of discovery as confined by the subject matter of this case. See TRCP 192 cmt. 1.
3. This Request seeks confidential, private, and/or proprietary information pertaining to the South Texas Syndicate Trust, its beneficiaries, and potentially other third parties. Accordingly, J.P. Morgan has filed a Second Motion for Protective Order and objects to further responding to this discovery request until such Motion has been determined and protections granted as requested therein.
4. All necessary parties (in excess of 200 beneficiaries of the South Texas Syndicate Trust) have not been joined and J.P. Morgan objects to producing information that may be confidential (or otherwise objectionable) to the other beneficiaries before they are joined and have the opportunity to be heard regarding any objections that they may have to the release of the requested information to Plaintiff.

CLAIM OF PRIVILEGE:

Subject to the above-objections and the Court's determination as to the proper scope of this Request and J.P. Morgan's obligations (if any) to further respond and produce documents thereunder, J.P. Morgan anticipates that documents responsive to this Request (or redacted information in such documents) have been or will be withheld from production under attorney-client and work product privileges.

REQUEST FOR PRODUCTION NO. 91:

All documents sufficient to determine the precise metes and bounds and total acreage of Trust Assets as of the date of the Response and any additions or subtractions thereto since the creation of the Trust.

OBJECTIONS:

Defendant objects to this Request on the following bases:

1. This Request is vague, undefined, non-specific, overly broad, harassing, and unduly burdensome.
2. This Request seeks information that is not relevant to the subject matter of this case for discovery purposes and is beyond the scope of discovery as confined by the subject matter of this case. *See* TRCP 192 cmt. 1.
3. This Request seeks confidential, private, and/or proprietary information pertaining to the South Texas Syndicate Trust and its beneficiaries. Accordingly, J.P. Morgan has filed a Second Motion for Protective Order and objects to further responding to this discovery request until such Motion has been determined and protections granted as requested therein.

RESPONSE:

Subject to and without waiving the foregoing objections and upon resolution of the matters therein by agreement or court order, Defendant will produce documents, if any, responsive to the request at a mutually convenient date, time and place.

REQUEST FOR PRODUCTION NO. 92:

All documents sufficient to identify any and all business or banking relationships by and between JPMorgan Chase Bank, N.A., or any of its affiliates, subsidiaries, or divisions and any

entity having a leasehold or other interest in the Trust Assets, including but not limited to, the following entities and any of their affiliates, subsidiaries, divisions, joint venture interests, partnerships, or other business relationships:

- (a) Pioneer Natural Resources;
- (b) Petrohawk Energy Corporation; and
- (c) EOG Resources.

OBJECTIONS:

Defendant objects to this Request on the following bases:

1. This Request is vague, undefined, non-specific, overly broad, harassing, and unduly burdensome.
2. This Request seeks information that is not relevant to the subject matter of this case for discovery purposes and is beyond the scope of discovery as confined by the subject matter of this case. *See* TRCP 192 cmt. 1.
3. This Request seeks confidential, private, and/or proprietary information pertaining to J.P. Morgan and the third parties identified in the request. Accordingly, J.P. Morgan has filed a Second Motion for Protective Order and objects to further responding to this discovery request until such Motion has been determined and protections granted as requested therein.
4. This Request seeks documents consisting of potential banking records for third parties. With respect to these requested records, Plaintiff has failed to satisfy the requirements of Tex. Fin. Code §59.006, and specifically, §§59.006(b), (c), and (d), which require that Plaintiff pay J.P. Morgan's costs and attorneys' fees, give notice to the affected possible customers of J.P. Morgan and give those customers an opportunity to consent or refuse to consent to the production of their records.

EMILIE BLAZE,

Plaintiff,

v.

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

Defendants.

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IN THE DISTRICT COURT OF

225TH JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

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

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

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

I.

DEFINITIONS AND INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. In construing this request:

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

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

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

In each instance, explain the circumstances surrounding such disposition and identify the person(s) who either directed or authorized the document(s) destruction or transfer or who are

knowledgeable about its disposition. Identify each document by providing a general description of its format (e.g., letter, memorandum, telegram, chart, photograph, etc.) and subject matter; and list its authors, recipients, and date; and state whether the documents (or copies) are still in existence, and if so provide their present location(s) and custodian(s).

E. The relevant time period is from the formation of the Trust to the present.

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

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

II.

REQUESTS FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 1:

All documents regarding or referring to Plaintiff or John Blaze.

RESPONSE:

REQUEST FOR PRODUCTION NO. 2:

All documents regarding or reflecting communications or information exchanged by and/or between You and Plaintiff or John Blaze.

RESPONSE:

REQUEST FOR PRODUCTION NO. 3:

All documents regarding or referring to the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 4:

All documents regarding or referring to the Trustee.

RESPONSE:

REQUEST FOR PRODUCTION NO. 5:

All documents regarding or referring to the Trust assets.

RESPONSE:

REQUEST FOR PRODUCTION NO. 6:

All documents regarding and/or reflecting Your internal communications or information exchanged regarding any aspect of the Trust, Trust assets, or Trustee.

RESPONSE:

REQUEST FOR PRODUCTION NO. 7:

All documents regarding and/or reflecting Your internal communications and/or information exchanged regarding any aspect of the Trust, Plaintiff (including John Blaze) or any other beneficiary.

RESPONSE:

REQUEST FOR PRODUCTION NO. 8:

All documents regarding and/or reflecting communications and/or information exchanged by and/or between You and any individual or entity other than a beneficiary of the Trust regarding any aspect of the Trust, Trust assets, or Trustee.

RESPONSE:

REQUEST FOR PRODUCTION NO. 9:

All documents regarding and/or reflecting any communication and/or information exchanged by and/or between You and any beneficiary regarding any aspect of the Trust, Trust assets or Trustee.

RESPONSE:

REQUEST FOR PRODUCTION NO. 10:

All documents regarding or reflecting communications or information exchanged by or between You and any potential witness You may call to testify at the trial of this matter.

RESPONSE:

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

REQUEST FOR PRODUCTION NO. 11:

All documents regarding and/or reflecting any communications or information exchanged by or between You and any individual or entity regarding Plaintiff, John Blaze, or any aspect of this lawsuit.

RESPONSE:

REQUEST FOR PRODUCTION NO. 12:

All documents regarding or reflecting communications and/or information exchanged by and/or between You and any individual or entity who may have knowledge of facts relevant to this case.

RESPONSE:

REQUEST FOR PRODUCTION NO. 13:

All documents or communications regarding or reflecting Your right and/or authority to act as Trustee of the South Texas Syndicate Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 14:

All documents regarding or reflecting any written or oral agreements of any nature entered into with, for, or on behalf of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 15:

All documents or communications regarding or reflecting any lease, contract and/or agreement relating in any way to the Trust or Trust assets for the period You have been Trustee of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 16:

All documents or communications regarding or reflecting Your efforts to liquidate Trust assets.

RESPONSE:

REQUEST FOR PRODUCTION NO. 17:

All documents regarding or reflecting formal or informal communications, summaries, reports, or analysis provided to beneficiaries of the Trust as a whole or to any individual beneficiary of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 18:

All documents or communications regarding or reflecting communications to, from and/or between, You, the Trust and/or Trustee and any or all of the beneficiaries of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 19:

All documents regarding or reflecting communications (including information exchanged) by and/or between You and any other individual or entity other than a beneficiary of the Trust concerning any aspect of the Trust, the Trust assets, or the services provided to, for, or on behalf of the Trust or Trustee.

RESPONSE:

REQUEST FOR PRODUCTION NO. 20:

All documents regarding or reflecting communications (including information exchanged) by and/or between You and any beneficiary of the Trust concerning any aspect of the Trust, the Trustee, or services provided to, for, or on behalf of the Trust or Trustee.

RESPONSE:

REQUEST FOR PRODUCTION NO. 21:

All documents or communications regarding or reflecting the characterization or structure of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 22:

All documents or communications regarding or reflecting whether the Trust is properly characterized, structured, operated or maintained, at any time, as a liquidating trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 23:

All documents regarding or referring to the characterization or structure of the Trust. This Request specifically includes but is not limited to characterizations or analysis for legal or tax purposes.

RESPONSE:

REQUEST FOR PRODUCTION NO. 24:

All documents regarding or reflecting communications or information exchanged by and/or between You and any other individual or entity other than a beneficiary of the Trust relating to the characterization or structure of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 25:

All documents regarding or reflecting communications or information exchanged by and/or between You, Plaintiff (including John Blaze) and/or any other beneficiary of the Trust regarding or Relating to the characterization or structure of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 26:

All documents or communications regarding or reflecting analysis of whether a particular action by the Trustee, at any time, was a routine service or responsibility or an extraordinary service.

RESPONSE:

REQUEST FOR PRODUCTION NO. 27:

All documents regarding or reflecting communications and/or information exchanged by and/or between You and any accountant, lawyer, or other professional regarding any aspect of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 28:

All documents regarding or reflecting communications and/or information exchanged by and/or between You and any professional advisor (including but not limited to lawyers or accountants) concerning any aspect of the Trust, including but not limited to the characterization, structure, and/or operation of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 29:

All documents or communications regarding or reflecting any oral or written opinion from a professional advisor (including but not limited to a lawyer or accountant) concerning any

aspect of the Trust, including but not limited to the characterization, structure, or operation of the Trust. This Request specifically includes but is not limited to all internal communications, all written communications, and all forms of any opinion, whether informal, formal, draft, revised, or final.

RESPONSE:

REQUEST FOR PRODUCTION NO. 30:

Any documents regarding or reflecting any communication with, or opinions by, an accountant, attorney, or other professional, relating to the characterization of the Trust as an ordinary trust, liquidating trust, business trust, royalty trust, association, business association, or other characterization or structure. This Request specifically includes characterizations or analysis for legal or tax purposes.

RESPONSE:

REQUEST FOR PRODUCTION NO. 31:

All documents regarding or reflecting information exchanged and/or communications, including but not limited to memorandums, reports, or opinions, by accountants, attorneys, or other professionals relating to the characterization or structure of the Trust. This Request specifically includes characterizations or analysis for legal or tax purposes.

RESPONSE:

REQUEST FOR PRODUCTION NO. 32:

All documents regarding or reflecting communications and/or information exchanged by and/or between You and any accountant, lawyer, or other professional advisor regarding any aspect of the Trust, Trust assets, or Trustee.

RESPONSE:

REQUEST FOR PRODUCTION NO. 33:

All documents or communications regarding or reflecting any communications, memorandums, reports or opinions by accountants, attorneys, or other professionals, whose services were paid for out of Trust funds, relating to the characterization of the Trust as an

ordinary trust, liquidating trust, business trust, royalty trust, association, business association, or other characterization or structure, to specifically include characterizations or analysis for legal or tax purposes.

RESPONSE:

REQUEST FOR PRODUCTION NO. 34:

All documents or communications regarding, reflecting or relating to the characterization of the Trust as an ordinary trust, liquidating trust, business trust, royalty trust, association, business association, or other characterization or structure.

RESPONSE:

REQUEST FOR PRODUCTION NO. 35:

All documents or communications regarding or reflecting any aspect of the management and/or operation of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 36:

All documents regarding, referring to, or reflecting any aspect of the administration of the Trust before you were appointed as the Trustee of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 37:

All documents or communications regarding or reflecting the operation of the Trust as an ordinary trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 38:

All documents or communications regarding or reflecting the Internal Revenue Services' treatment of the Trust, including but not limited to the Internal Revenue Services' treatment of the characterization and/or operation of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 39:

All documents or communications regarding or reflecting any aspect of a decision to seek or not to seek a letter ruling or other guidance from the Internal Revenue Service with regard to the characterization, structure, operation or any other aspect of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 40:

All documents or communications regarding or reflecting any letter ruling or other guidance, input, or advice from the Internal Revenue Service concerning the characterization, structure, operation, or any other aspect of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 41:

All documents or communications regarding judicial reformation of the Trust instrument that currently governs the trusteeship of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 42:

All documents or communications regarding or reflecting any aspect of a decision to seek or not to seek judicial reformation of the Trust instrument that currently governs the trusteeship of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 43:

All documents and communications regarding Your status as Trustee of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 44:

All documents or communications regarding or reflecting Your potential loss of the trusteeship of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 45:

All documents or communications regarding or reflecting the job descriptions or duties of each employee, independent contractor, or any other individual or entity that You have hired or retained to administer the Trust or provide any other services to, from, or on behalf of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 46:

All documents regarding and/or reflecting communications and/or information exchanged by and/or between You, any of Your employees or any other individuals or entities that You have hired or retained to administer the Trust or provide any services related in any way to the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 47:

All documents sufficient to identify each of Your employees or any other individual or entity that You have hired to administer the Trust or provide any services to or for the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 48:

All documents regarding and/or reflecting the administration of the Trust, including all services provided by the Trustee or other individuals or entities who provided any services to, for, or on behalf of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 49:

All financial and accounting statements and records prepared for the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 50:

All documents regarding and/or reflecting any financial accounting performed for or on behalf of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 51:

All documents regarding or reflecting any type of financial or accounting calculations or analysis regarding the Trust, including but not limited to financial statements, balance sheets, profit/loss statements, and any analysis of revenue, expenses, cash flow, allocations, distributions, disbursements, or any other financial analysis, calculation, projections, or estimates.

RESPONSE:

REQUEST FOR PRODUCTION NO. 52:

All documents or communications regarding or reflecting any accounting or any aspect of an accounting performed on the Trust, including, but not limited to, any accounting requested by a beneficiary of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 53:

All documents or communications regarding or reflecting any business strategies, strategic plans, or business plans relating to the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 54:

All documents or communications regarding or reflecting any plan, strategy, or activity to maximize the value of the Trust to the beneficiaries.

RESPONSE:

REQUEST FOR PRODUCTION NO. 55:

All documents or communications regarding or reflecting any aspect of the development and/or implementation of business strategies, strategic plans, or business plans to maximize the value of the Trust to the beneficiaries.

RESPONSE:

REQUEST FOR PRODUCTION NO. 56:

All documents or communications regarding or reflecting delay rentals related to the Trust properties or Trust estate. This Request specifically includes but is not limited to the negotiation of delay rentals and/or agreements for delay rentals. This Request specifically includes but is not limited to documents or communications regarding or reflecting: the amounts; terms; conditions; length of time of the delay; calculation methods; investigation of comparable delay rentals; and any other aspect of delay rentals that the Trustee considered before entering into or negotiating delay rentals on behalf of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 57:

All documents or communications regarding or reflecting expenses, fees and/or other amounts You charged to the Trust. This Request specifically includes, but is not limited to, documents and communications regarding or reflecting any amounts paid to You, third parties, the Trustee and/or affiliated entities or individuals. This Request specifically includes, but is not limited to, documents and communications regarding or reflecting amount paid for: (1) reasonable compensation for actions taken as part of efforts to sell trust assets; (2) amounts retained for routine services and responsibilities as Trustee; (3) fees charged for extraordinary services in connection with the Trust estate; (4) reimbursements for out-of-pocket expenses and reasonable attorneys' and accountant fees incurred in connection with Trust properties.

RESPONSE:

REQUEST FOR PRODUCTION NO. 58:

All documents or communications regarding or reflecting any aspect of payments, distributions, or disbursements of any kind received by the Trustee. This Request specifically includes, but is not limited to, the determination of the method of the calculation of the amount of the payment, the determination of the timing of the payment, the actual calculation of the payment, and the reasons for the payment.

RESPONSE:

REQUEST FOR PRODUCTION NO. 59:

All documents or communications regarding or reflecting any aspect of payments, distributions, or disbursements of any kind made by the Trustee to You (Individually/Corporately) and/or to any individual or entity other than a beneficiary of the Trust. This Request specifically includes, but is not limited to, the determination of the method of the calculation of the amount of the payment, the determination of the timing of the payment, the actual calculation of the payment, and the reason for payment.

RESPONSE:

REQUEST FOR PRODUCTION NO. 60:

All documents or communications regarding or reflecting consideration (including monies or other benefits) received by the Trustee as compensation for its administration of the Trust. This Request specifically includes amounts paid out of the Trust estate, amounts paid out of Trust funds, and any other source of consideration, money or benefit that the Trustee retained as compensation for its administration of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 61:

All documents or communications regarding or reflecting consideration (including monies or other benefits) received by the Trustee on behalf of the Trust. This Request specifically includes, but is not limited to, documents and communications regarding or reflecting payments from leasees of Trust assets and any other consideration (including monies or other benefits) from any source received by the Trustee on behalf of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 62:

All documents or communications regarding or reflecting any aspect of payments, distributions, royalties, or disbursements of any kind made by the Trustee to Trust beneficiaries. This Request specifically includes, but is not limited to, the determination of the method of the calculation of the amount of the payment, the determination of the timing of the payment, and the actual calculation of the payments.

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

RESPONSE:

REQUEST FOR PRODUCTION NO. 63:

All documents regarding or reflecting communications or information exchanged by and/or between You and Cox & Smith related in any way to the Trustee or the Trust, including but not limited to the characterization, structure, and/or operation of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 64:

All documents or communications regarding or reflecting any written oral opinion from Cox & Smith related in any way to the Trustee or the Trust, including but not limited to the characterization, structure, and/or operation of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 65:

All documents, including internal communications, regarding or reflecting any services Cox & Smith provided to, for, or on behalf of the Trust or Trustee.

RESPONSE:

REQUEST FOR PRODUCTION NO. 66:

All documents or communications regarding or reflecting monies paid to Cox & Smith or any other professional advisor for services rendered to, for, or on behalf of the Trust or Trustee. This Request specifically includes but is not limited to all invoices, statements, and/or bills issued by Cox & Smith or other professional advisors, as well as documents regarding or reflecting the payment of such bills, invoices, or statements.

RESPONSE:

REQUEST FOR PRODUCTION NO. 67:

All documents or communications regarding or reflecting any aspect of the decision to seek an opinion from Cox & Smith related to the characterization, structure and/or operation of the Trust. This Request specifically includes the documents or communications regarding or reflecting the decision to pay for the legal services connected with the Cox & Smith opinion out of Trust funds.

RESPONSE:

REQUEST FOR PRODUCTION NO. 68:

All documents or communications regarding or reflecting the identity, mental impressions, work product, and/or opinions of any consulting expert whose mental impressions and/or opinions have been reviewed or relied upon by any witness or testifying expert in this case. This Request specifically includes documents or communications regarding or reflecting the following information related to said consulting expert: (1) name, address, and telephone number; (2) the facts known by said consulting expert that relate to or form the basis of the expert's mental impressions and opinions formed or made in connection with this case, regardless of when and how the factual information was acquired; (3) said consulting expert's mental impressions and opinions formed or made in connection with this case, and any methods used to derive them; (4) any bias of the consulting expert; (5) all documents, tangible things, reports, models, or data compilations that have been provided to, reviewed by, or prepared by or for the consulting expert; (6) the consulting expert's current resume, curriculum vitae, and bibliography.

RESPONSE:

REQUEST FOR PRODUCTION NO. 69:

All documents produced to and/or received from any consulting expert whose mental impressions and/or opinions have been reviewed and relied upon by any witness or testifying expert.

RESPONSE:

REQUEST FOR PRODUCTION NO. 70:

All communications and/or information exchanged by and/or between You and any consulting expert whose mental impressions and/or opinions have been reviewed and relied upon by any witness or testifying expert.

RESPONSE:

REQUEST FOR PRODUCTION NO. 71:

All documents sufficient to identify (name, address and telephone number) of each individual or entity that is a beneficiary of the Trust.

RESPONSE:

REQUEST FOR PRODUCTION NO. 72:

All insurance policies, including but not limited to, all primary, secondary, excess, or umbrella policies, and any indemnity agreements under which any person or entity may be liable to satisfy part or all of a judgment rendered in this action or indemnify or reimburse for payments made to satisfy any judgment rendered in this action.

RESPONSE:

REQUEST FOR PRODUCTION NO. 73:

All written or recorded statements of any person with knowledge of facts relevant to this action. This Request specifically includes all statements that constitute discoverable information under Texas Rule of Civil Procedure 192.3(h).

RESPONSE:

REQUEST FOR PRODUCTION NO. 74:

All written or recorded statements made by Plaintiff, John Blaze, You, the Trustee, any beneficiary of the Trust, or any other individual or entity concerning in any way, Plaintiff, John Blaze, the Trust, the Trustee, this lawsuit, and/or the alleged facts or occurrences made the basis of this lawsuit.

RESPONSE:

REQUEST FOR PRODUCTION NO. 75:

The settlement agreement entered with Pioneer/EOG.

RESPONSE:

REQUEST FOR PRODUCTION NO. 76:

All drafts, revisions, and/or versions of any proposed or final settlement agreement with Pioneer/EOG.

RESPONSE:

REQUEST FOR PRODUCTION NO. 77:

All documents regarding the settlement with Pioneer/EOG.

RESPONSE:

REQUEST FOR PRODUCTION NO. 78:

All documents regarding or reflecting communications and/or information exchanged by and/or between You and Pioneer/EOG concerning any aspect of the dispute or settlement of the dispute.

RESPONSE:

REQUEST FOR PRODUCTION NO. 79:

All documents regarding the dispute with Pioneer/EOG. This Request specifically includes but is not limited to all correspondence, pleadings, discovery, documents produced, or other documents related in any way to any aspect of the dispute or litigation with Pioneer/EOG.

RESPONSE:

REQUEST FOR PRODUCTION NO. 80:

All documents regarding or reflecting communications or information exchanged by and between You and counsel for the Trust in connection with the Pioneer/EOG dispute or litigation.

RESPONSE:

REQUEST FOR PRODUCTION NO. 81:

All documents regarding or reflecting invoices, bills, or statements received from the Trust counsel for services rendered in connection with the Pioneer/EOG dispute or litigation.

RESPONSE:

REQUEST FOR PRODUCTION NO. 82:

All documents regarding or reflecting the payment of all fees and expenses incurred by the counsel for the Trust in the Pioneer/EOG dispute or litigation.

RESPONSE:

REQUEST FOR PRODUCTION NO. 83:

All documents regarding or reflecting your internal communications or information exchanged regarding the Pioneer/EOG dispute or litigation.

RESPONSE:

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

REQUEST FOR PRODUCTION NO. 84:

A copy of the complete litigation file, including but not limited to all work product and attorney-client communications, for the Pioneer/EOG dispute or litigation.

RESPONSE:

REQUEST FOR PRODUCTION NO. 85:

All documents or communications regarding or reflecting any aspect of the Pioneer/EOG Settlement. This Request specifically includes, but is not limited to, documents or communications regarding or reflecting the reasons the Trustee made the decision to enter into the Pioneer/EOG Settlement.

RESPONSE:

REQUEST FOR PRODUCTION NO. 86:

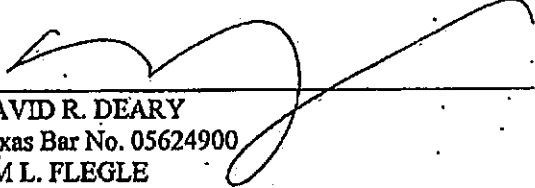
All documents or communications regarding or reflecting the choice of counsel and the payment of fees and expenses for the Pioneer/EOG Litigation. This Request specifically includes, but is not limited to, documents or communications regarding or reflecting any aspect of the process by which the Trustee chose trial counsel and determined the fee arrangement to enter into with trial counsel. This Request specifically includes but is not limited to documents or communications regarding or reflecting the Trustee's analyses or other action to determine the propriety and/or reasonableness of the \$1,162,161.32 in fees and expenses generated by the Trustee in the Pioneer/EOG Litigation and Settlement. This Request specifically includes, but is not limited to, documents or communications regarding or reflecting the Trustees' analysis, action, or determination as to whether all or any portion of the \$1,162,161.32 justified an extraordinary fee under the Trust instrument. This Request specifically includes but is not limited to documents or communications regarding or reflecting any extraordinary fee taken by the trustee because of time "consumed" by the Pioneer/EOG Litigation and/or Settlement or any other basis or reason.

RESPONSE:

DATE: May 27, 2011.

Respectfully submitted,

LOEWINSOHN FLEGLE DEARY, L.L.P.



DAVID R. DEARY
Texas Bar No. 05624900

JIM L. FLEGLE
Texas Bar No. 07118600

MICHAEL J. DONLEY
Texas Bar No. 24045795

12377 Merit Drive, Suite 900
Dallas, Texas 75251

Telephone: (214) 572-1700

Telecopy: (214) 572-1717

ATTORNEYS FOR PLAINTIFF

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

CERTIFICATE OF SERVICE

I certify that on May 27, 2011, this document was served on the following described parties in the manner indicated below:

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

Via Fax


Michael J. Donley

EXHIBIT C

CAUSE NO. 2011-CI-04747

EMILIE BLAZE,

Plaintiff,

v.

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

Defendants.

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IN THE DISTRICT COURT

225TH JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

DEFENDANTS' RESPONSES TO PLAINTIFF'S REQUEST FOR DISCLOSURE

JPMorgan Chase Bank, N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust (collectively "J.P. Morgan") and Gary P. Aymes, Defendants in the above-styled and numbered cause, submit these Responses to Plaintiff's Request for Disclosure.

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER &
BEITER INCORPORATED**

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

By: _____

Patrick K. Sheehan
State Bar No. 18175500
Kevin M. Beiter
State Bar No. 02059065
David Jed Williams
State Bar No. 21518060
Mark A. Randolph
State Bar No. 00791484

Attorneys for Defendants

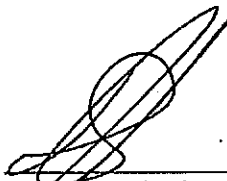
CERTIFICATE OF SERVICE

This is to certify that on this 17th day of May, 2011, a true and correct copy of the foregoing document was served on the following Plaintiff's counsel of record by the method indicated:

Mr. David R. Deary
Mr. Jim L. Flegle
Mr. Jeven R. Sloan
Loewensohn Flegle Deary, L.L.P.
12377 Merit Drive, Suite 900
Dallas, Texas 75251

CERTIFIED MAIL RRR

this 17th day of May, 2011.



Patrick K. Sheehan
David Jed Williams

DEFENDANTS' RESPONSES TO PLAINTIFF'S REQUEST FOR DISCLOSURE

- (a) The correct names and addresses of the parties to the lawsuit.

RESPONSE:

JPMorgan Chase Bank, N.A.
Individually/Corporately and
as Trustee of the South Texas Syndicate Trust
1020 NE Loop 410
San Antonio, Texas 78209
(210) 841-5870

Mr. Gary P. Aymes
1020 NE Loop 410
San Antonio, Texas 78209
(210) 841-5870

- (b) The name, address, and telephone number of any potential parties.

RESPONSE:

All persons who are actually receiving distributions from the South Texas Syndicate Trust are necessary parties to this action under TEX. PROP. CODE §115.011(b)(3).

- (c) The legal theories and, in general, the factual bases of Defendant's claims or defenses.

RESPONSE:

Defendants deny all of the claims and allegations contained in Plaintiff's Original Petition and all amendments and supplements thereto. See Defendants' Original Answer and all amended and supplemental answers filed herein.

- (d) The amount and any methods of calculating economic damages.

RESPONSE:

Defendants are not presently seeking any economic damages.

- (e) The name, address, and telephone number of persons having knowledge of relevant facts, and a brief statement of each identified person's connection with the case.

RESPONSE:

Mr. Gary P. Aymes
JPMorgan Chase Bank, N.A.
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(210) 841-5870

Defendant; Employee of J.P. Morgan.

Ms. Colleen W. Dean
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210-841-5870

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Ms. Sherry Harrison
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Employee of J.P. Morgan.

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Fort Worth, Texas 76102
817-871-3528

Employee of J.P. Morgan.

Ms. Charlotte Ray
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225-332-4218

Employee of J.P. Morgan.

Ms. Deborah M. Round
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Mr. John C. Minter
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Austin, Texas 78701
512-479-5707

Employee of J.P. Morgan.

Mr. Kevin R. Smith
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Dallas, Texas 75201
214-965-3205

Employee of J.P. Morgan

Mr. Bertram Hayes-Davis
JPMorgan Chase Bank, N.A.
2200 Ross Avenue, Floor 10
Dallas, Texas 75201
214-965-2225

Employee of J.P. Morgan

Defendants reserve the right to supplement the foregoing and also reserve the right to call any witnesses designated by Plaintiff.

- (f) For any testifying expert:
- (1) the expert's name, address, and telephone number.
 - (2) the subject matter of which the expert will testify.
 - (3) the general substance of the expert's mental impression and opinions and a brief summary of the basis for them, or if the expert is not retained by, employed by, or otherwise subject to the control of the responding party, documents reflecting such information.
 - (4) if the expert is retained by, employed by, or otherwise subject to the control of the responding party:
 - (A) all documents, tangible things, reports, models, or data compilations that have been provided to, reviewed by, or prepared by or for the expert in anticipation of the expert's testimony and
 - (B) the expert's current resume and bibliography

RESPONSE:

No such experts have been retained by Defendants at this time.

- (g) Any indemnity and insuring agreements described in Rule 192.3(f) T.R.C.P.

RESPONSE:

None.

- (h) Any settlement agreements described in Rule 192.3(g) T.R.C.P.

RESPONSE:

None.

- (i) Any witness statements described in Rule 192.3(h) T.R.C.P.

RESPONSE:

None.

- (j) In a suit alleging physical or mental injury and damages from the occurrence that is the subject of the case, all medical records and bills that are reasonably related to the injuries or damages asserted or, in lieu thereof, an authorization permitting the disclosure of such medical records and bills.

RESPONSE:

N/A

- (k) In a suit alleging physical or mental injury and damages from the occurrence that is the subject of the case, all medical records and bills obtained by the responding party by virtue of an authorization furnished by the requesting party.

RESPONSE:

N/A

- (l) The name, address, and telephone number of any person who may be designated as a responsible third party.

RESPONSE:

None of which Defendants are presently aware. Will supplement as appropriate.

EXHIBIT D

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
and GARY P. AYMES

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IN THE DISTRICT COURT

225TH JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

JAN-12-2012 THU 05:43 PM

DEFENDANTS' PRIVILEGE LOG

Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
October 6, 2010	Opinion from legal counsel regarding the proper U.S. federal income tax classification of STS	30	JPM-PRIV 1-30	Cox & Smith Incorporated/ William H. Lester Jr.	JPMorgan Chase Bank, N.A., Trustee South Texas Syndicate Trust	Legal opinion regarding the proper U.S. federal income tax classification of STS	Attorney/Client Work Product
June 4, 2002	Invoice for legal fees and expenses	1	JPM-PRIV 31	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 05/31/02 in connection with Tracker Oil & Gas Co. matters	Attorney/Client Work Product

FAX NO.

P. 03/33

Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
June 9, 1998	Invoice for legal fees and expenses	1	JPM-PRIV 32	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 05/31/98 in connection with South Texas Syndicate - Carrizo transactions	Attorney/Client Work Product
June 9, 1998	Invoice for legal fees and expenses	1	JPM-PRIV 33	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 05/31/98 in connection with South Texas Syndicate Trust	Attorney/Client Work Product
January 8, 2002	Invoice for legal fees and expenses	1	JPM-PRIV 34	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 12/31/01 in connection with Tracker Oil & Gas Co. matters	Attorney/Client Work Product
October 3, 2002	Invoice for legal fees and expenses	1	JPM-PRIV 35	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 09/30/02 in connection with Tracker Oil & Gas Co. matters	Attorney/Client Work Product

JAN-12-2012 THU 05:43 PM

FAX NO.

P. 04/33

Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
July 3, 2002	Invoice for legal fees and expenses	1	JPM-PRIV 36	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 06/30/02 in connection with Tracker Oil & Gas Co. matters	Attorney/Client Work Product
January 3, 2003	Invoice for legal fees and expenses	1	JPM-PRIV 37	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 12/31/02 in connection with South Texas Syndicate Trust	Attorney/Client Work Product
November 5, 2002	Invoice for legal fees and expenses	1	JPM-PRIV 38	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 10/31/02 in connection with South Texas Syndicate - Carrizo - April 2001 Extension and Option Agreement	Attorney/Client Work Product
October 3, 2002	Invoice for legal fees and expenses	1	JPM-PRIV 39	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 09/30/02 in connection with South Texas Syndicate - Carrizo - April 2001 Extension and Option Agreement	Attorney/Client Work Product

JAN-12-2012 THU 05:44 PM

FAX NO.

P. 05/33

Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
August 6, 2002	Invoice for legal fees and expenses	1	JPM-PRIV 40	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 07/31/02 in connection with Tracker Oil & Gas Co. matters	Attorney/Client Work Product
January 3, 2003	Invoice for legal fees and expenses	1	JPM-PRIV 41	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 12/31/02 in connection with Tracker Oil & Gas Co. matters	Attorney/Client Work Product
November 5, 2002	Invoice for legal fees and expenses	1	JPM-PRIV 42	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 10/31/02 in connection with Tracker Oil & Gas Co. matters	Attorney/Client Work Product
October 3, 2002	Invoice for legal fees and expenses	1	JPM-PRIV 43	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 09/30/02 in connection with South Texas Syndicate - JPW Energy transaction	Attorney/Client Work Product

JAN-12-2012 THU 05:44 PM

FAX NO.

P. 06/33

Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
September 5, 2002	Invoice for legal fees and expenses	1	JPM-PRIV 44	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 08/31/02 in connection with Tracker Oil & Gas Co. matters	Attorney/Client Work Product
August 6, 2002	Invoice for legal fees and expenses	1	JPM-PRIV 45	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 07/31/02 in connection with South Texas Syndicate - JPW Energy transaction	Attorney/Client Work Product
December 5, 2002	Invoice for legal fees and expenses	1	JPM-PRIV 46	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 11/30/02 in connection with Tracker Oil & Gas Co. matters	Attorney/Client Work Product
February 4, 2003	Invoice for legal fees and expenses	2	JPM-PRIV 47-48	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 01/31/03 in connection with Tracker Oil & Gas Co. matters	Attorney/Client Work Product

JAN-12-2012 THU 05:44 PM

FAX NO.

P. 07/33

Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
March 4, 2003	Invoice for legal fees and expenses	1	JPM-PRIV 49	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust	For legal services through 02/28/03 in connection with Tracker Oil & Gas Co. matters	Attorney/Client Work Product
February 4, 2003	Invoice for legal fees and expenses	1	JPM-PRIV 50	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 01/31/03 in connection with South Texas Syndicate	Attorney/Client Work Product
April 23, 2003	Invoice for legal fees and expenses	6	JPM-PRIV 51-56	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust	For legal services through 03/31/03 in connection with General Litigation	Attorney/Client Work Product
May 19, 2003	Invoice for legal fees and expenses	4	JPM-PRIV 57-60	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust	For legal services through 04/30/03 in connection with General Litigation	Attorney/Client Work Product
April 11, 2006	Invoice for legal fees and expenses	1	JPM-PRIV 61	Cox Smith Matthews	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust	For legal services through 03/31/06 in connection with South Texas Syndicate - Swift Energy Company matters	Attorney/Client Work Product

Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
June 5, 2006	Invoice for legal fees and expenses	1	JPM-PRIV 62	Cox Smith Matthews	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust	For legal services through 05/31/06 in connection with South Texas Syndicate - Carrizo transactions	Attorney/Client Work Product
August 7, 2006	Invoice for legal fees and expenses	2	JPM-PRIV 63-64	Cox Smith Matthews	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust	For legal services through 07/31/06 in connection with South Texas Syndicate Trust	Attorney/Client Work Product
September 13, 2006	Invoice for legal fees and expenses	1	JPM-PRIV 65	Cox Smith Matthews	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust	For legal services through 08/31/06 in connection with South Texas Syndicate Trust	Attorney/Client Work Product
April 4, 2002	Invoice for legal fees and expenses	1	JPM-PRIV 66	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 03/31/02 in connection with Tracker Oil & Gas Co. matters	Attorney/Client Work Product
October 5, 2006	Invoice for legal fees and expenses	1	JPM-PRIV 67	Cox Smith Matthews	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust	For legal services through 09/30/06 in connection with South Texas Syndicate Trust	Attorney/Client Work Product

JAN-12-2012 THU 05:45 PM

FAX NO.

P. 09/33

Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
April 4, 2002	Invoice for legal fees and expenses	1	JPM-PRIV 68	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 03/31/02 in connection with South Texas Syndicate - Gardner Energy Corporation transaction	Attorney/Client Work Product
December 5, 2000	Invoice for legal fees and expenses	1	JPM-PRIV 69	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 11/30/00 in connection with South Texas Syndicate - Swift Energy Company matters	Attorney/Client Work Product
August 6, 2009	Invoice for legal fees and expenses	9	JPM-PRIV 70-78	Cox & Smith Incorporated	JPMorgan Chase of the South Texas Syndicate Trust/Attn: Patricia Schultz-Ormond	For legal services through 07/31/09 in Development Claim against Pioneer Natural Resources USA, Inc.	Attorney/Client Work Product
October 12, 2000	Invoice for legal fees and expenses	1	JPM-PRIV 79	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 09/30/00 in connection with South Texas Syndicate - Quintana Petroleum Corporation matters	Attorney/Client Work Product

JAN-12-2012 THU 05:45 PM

FAX NO.

P. 10/33

Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
September 11, 2009	Invoice for legal fees and expenses	6	JPM-PRIV 80-85	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: Patricia Schultz-Ormond	For legal services through 08/31/09 in connection with Development Claim against Pioneer Natural Resources USA, Inc.	Attorney/Client Work Product
September 6, 2001	Invoice for legal fees and expenses	1	JPM-PRIV 86	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 08/31/01 in connection with South Texas Syndicate – Swift Energy Company matters	Attorney/Client Work Product
					JPMorgan Chase	For legal services through 09/30/09 in	
October 6, 2009	Invoice for legal fees and expenses	3	JPM-PRIV 87-89	Cox Smith	of the South Texas Syndicate Trust/ Attn: Patricia Schultz-Ormond	Development Claim against Pioneer Natural Resources USA, Inc.	Work Product
October 6, 2009	Invoice for legal fees and expenses	1	JPM-PRIV 90	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: Patricia Schultz-Ormond	For legal services through 09/30/09 in connection with South Texas Syndicate – Oil & Gas transactions	Attorney/Client Work Product

JAN-12-2012 THU 05:45 PM

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P. 11/33

Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
November 6, 2009	Invoice for legal fees and expenses	9	JPM-PRIV 91-99	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: Patricia Schultz-Ormond	For legal services through 10/31/09 in connection with Development Claim against Pioneer Natural Resources USA, Inc.	Attorney/Client Work Product
November 6, 2009	Invoice for legal fees and expenses	9	JPM-PRIV 100-108	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: Bertram Hayes-Davis	For legal services through 10/31/09 in connection with Development Claim against Pioneer Natural Resources USA, Inc.	Attorney/Client Work Product
January 20, 2010	Invoice for legal fees and expenses	9	JPM-PRIV 109-117	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: Bertram Hayes-Davis	For legal services through 10/31/09 in connection with Development Claim against Pioneer Natural Resources USA, Inc.	Attorney/Client Work Product
March 10, 2010	Invoice for legal fees and expenses	10	JPM-PRIV 118-127	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: Bertram Hayes-Davis	For legal services through 02/28/10 in connection with Development Claim against Pioneer Natural Resources USA, Inc.	Attorney/Client Work Product

JAN-12-2012 THU 05:46 PM

FAX NO.

P. 12/33

Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
March 11, 2010	Invoice for legal fees and expenses	4	JPM-PRIV 128-131	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust	For legal services through 02/28/10 in connection with Consultation regarding tax issues, possible trust issues for the South Texas Syndicate.	Attorney/Client Work Product
February 22, 2010	Invoice for legal fees and expenses	10	JPM-PRIV 132-141	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: Bertram Hayes-Davis	For legal services through 01/31/10 in connection with Development Claim against Pioneer Natural Resources USA, Inc.	Attorney/Client Work Product
April 6, 2010	Invoice for legal fees and expenses	6	JPM-PRIV 142-147	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: Bertram Hayes-Davis	through 03/31/10 in connection with Development Claim against Pioneer Natural Resources USA, Inc.	Attorney/Client Work Product
June 7, 2010	Invoice for legal fees and expenses	6	JPM-PRIV 148-153	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: Bertram Hayes-Davis	For legal services through 05/31/10 in connection with Development Claim against Pioneer Natural Resources	Attorney/Client Work Product

JAN-12-2012 THU 05:46 PM

FAX NO.

P. 13/33

Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
June 7, 2010	Invoice for legal fees and expenses	2	JPM-PRIV 154-155	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: Bertram Hayes-Davis	For legal services through 05/31/10 in connection with South Texas Syndicate - Oil & Gas transactions	Attorney/Client Work Product
September 6, 2001	Invoice for legal fees and expenses	1	JPM-PRIV 156	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 08/31/01 in connection with Tracker Oil & Gas Co. matters	Attorney/Client Work Product
May 11, 2010	and expenses	4	PRIV 157-160	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: Bertram Hayes-Davis	For legal services through 04/30/10 in connection with	Attorney/Client Work Product
May 11, 2010	Invoice for legal fees and expenses	2	JPM-PRIV 161-162	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: Bertram Hayes-Davis	For legal services through 04/30/10 in connection with South Texas Syndicate - Oil & Gas transactions	Attorney/Client Work Product

JAN-12-2012 THU 05:46 PM

FAX NO.

P. 14/33

Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
April 7, 2010	Invoice for legal fees and expenses	6	JPM-PRIV 163-168	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust	For legal services through 03/31/10 in connection with Consultation regarding tax issues, possible trust issues for the South Texas Syndicate	Attorney/Client Work Product
June 14, 2010	Invoice for legal fees and expenses	2	JPM-PRIV 169-170	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust	For legal services through 05/31/10 in connection with Trust Consulting/O/G Transactions Hunt Oil	Attorney/Client Work Product
					JPMorgan Chase Bank, N.A., Trustee	For legal services through 05/31/10 in connection with	
2010	and expenses		PRIV 171-174	Cox Smith	Syndicate Trust/Attn: Gary Aymes	tax issues, possible trust issues for the South Texas Syndicate	Attorney/Client Work Product
July 16, 2010	Invoice for legal fees and expenses	8	JPM-PRIV 175-182	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust	For legal services through 06/30/10 in connection with Trust Consulting	Attorney/Client Work Product

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Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
March 6, 2002	Invoice for legal fees and expenses	1	JPM-PRIV 183	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 02/28/02 in connection with South Texas Syndicate – Gardner Energy Corporation transaction	Attorney/Client Work Product
August 10, 2010	Invoice for legal fees and expenses	10	JPM-PRIV 184-193	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: Bertram Hayes-Davis	For legal services through 07/31/10 in connection with Development Claim against Pioneer Natural Resources USA, Inc.	Attorney/Client Work Product
						For legal services	
July 12, 2010	Invoice for legal fees and expenses	4	JPM-PRIV 194-197	Cox Smith	Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: Bertram Hayes-Davis	connection with Development Claim against Pioneer Natural Resources USA, Inc.	Attorney/Client Work Product
July 12, 2010	Invoice for legal fees and expenses	3	JPM-PRIV 198-200	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: Bertram Hayes-Davis	For legal services through 06/30/10 in connection with South Texas Syndicate -- Oil & Gas transactions	Attorney/Client Work Product

JAN-12-2012 THU 05:47 PM

FAX NO.

P. 18/33

Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
January 10, 2000	Invoice for legal fees and expenses	1	JPM-PRIV 201	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 12/31/99 in connection with South Texas Syndicate Trust	Attorney/Client Work Product
January 10, 2000	Invoice for legal fees and expenses	1	JPM-PRIV 202	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 12/31/99 in connection with South Texas Syndicate - Carrizo transaction	Attorney/Client Work Product
August 10, 2010	Invoice for legal fees and expenses	1	JPM-PRIV 203	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: Bertram Hayes-Davis	For legal services through 07/31/10 in connection with South Texas Syndicate - Oil & Gas transactions	Attorney/Client Work Product
November 10, 2010	Invoice for legal fees and expenses	8	JPM-PRIV 204-211	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: Bertram Hayes-Davis	For legal services through 10/31/10 in connection with Development Claim against Pioneer Natural Resources USA, Inc.	Attorney/Client Work Product

JAN-12-2012 THU 05:47 PM

FAX NO.

P. 17/33

Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
September 9, 2010	Invoice for legal fees and expenses	8	JPM-PRIV 212-219	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust Attn: Bertram Hayes-Davis	For legal services through 08/31/10 in connection with Development Claim against Pioneer Natural Resources USA, Inc.	Attorney/Client Work Product
October 1, 2010	Invoice for legal fees and expenses	2	JPM-PRIV 220-221	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: Gary Aymes	For legal services through 08/31/10 in connection with Consultation regarding tax issues, possible trust issues for the South Texas Syndicate	Attorney/Client Work Product
May 21, 2010	Invoice for legal fees and expenses	8	JPM-PRIV 222-229	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust	For legal services through 04/30/10 in connection with Consultation regarding tax issues, possible trust issues for the South Texas Syndicate	Attorney/Client Work Product
October 13, 2010	Invoice for legal fees and expenses	5	JPM-PRIV 230-234	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: Bertram Hayes-Davis	For legal services through 09/30/10 in connection with Development Claim against Pioneer Natural Resources USA, Inc.	Attorney/Client Work Product

Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
December 9, 2010	Invoice for legal fees and expenses	11	JPM-PRIV 235-245	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: Bertram Hayes-Davis	For legal services through 11/30/10 in connection with Development Claim against Pioneer Natural Resources USA, Inc.	Attorney/Client Work Product
December 10, 2010	Invoice for legal fees and expenses	1	JPM-PRIV 246	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: Gary Aymes	For legal services through 11/30/10 in connection with General Tax matters	Attorney/Client Work Product
July 6, 2001	Invoice for legal fees and expenses	1	JPM-PRIV 247	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 06/30/01 in connection with South Texas Syndicate - Swift Energy Company matters	Attorney/Client Work Product
January 10, 2011	Invoice for legal fees and expenses	5	JPM-PRIV 248-252	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: Bertram Hayes-Davis	For legal services through 12/31/10 in connection with Development Claim against Pioneer Natural Resources USA, Inc.	Attorney/Client Work Product

JAN-12-2012 THU 05:47 PM

FAX NO.

P. 19/33

Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
January 18, 2011	Invoice for legal fees and expenses	1	JPM-PRIV 253	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: Gary Aymes	For legal services through 12/31/10 in connection with General Tax matters	Attorney/Client Work Product
February 8, 2011	Invoice for legal fees and expenses	8	JPM-PRIV 254-261	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: Bertram Hayes-Davis	For legal services through 01/31/11 in connection with Development Claim against Pioneer Natural Resources USA, Inc.	Attorney/Client Work Product
September 2, 2010	Invoice for legal fees and expenses	2	JPM-PRIV 262-263	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust	For legal services through 07/31/10 in connection with Trust Consulting	Attorney/Client Work Product
April 4, 2011	Invoice for legal fees and expenses	3	JPM-PRIV 264-266	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: Bertram Hayes-Davis	For legal services through 03/31/11 in connection with Development Claim against Pioneer Natural Resources USA, Inc.	Attorney/Client Work Product

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P. 20/33

Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
April 13, 2011	Invoice for legal fees and expenses	1	JPM-PRIV 267	Cox Smith	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: Gary Aymes	For legal services through 03/31/11 in connection with Consultation regarding tax issues, possible trust issues for the South Texas Syndicate	Attorney/Client Work Product
October 4, 2001	Invoice for legal fees and expenses	1	JPM-PRIV 268	Cox & Smith Incorporated	The Chase Manhattan Bank, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 09/30/01 in connection with South Texas Syndicate - Swift Energy Company matters	Attorney/Client Work Product
May 3, 2001	Invoice for legal fees and expenses	1	JPM-PRIV 269	Cox & Smith Incorporated	The Chase Manhattan Bank, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 04/30/01 in connection with South Texas Syndicate - JPW Energy transaction	Attorney/Client Work Product
November 5, 2001	Invoice for legal fees and expenses	2	JPM-PRIV 270-271	Cox & Smith Incorporated	The Chase Manhattan Bank, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 10/31/01 in connection with Tracker Oil & Gas Co. matters	Attorney/Client Work Product

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FAX NO.

P. 21/33

Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
February 7, 2000	Invoice for legal fees and expenses	2	JPM-PRIV 272-273	Cox & Smith Incorporated	Chase Bank of Texas, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 01/31/00 in connection with South Texas Syndicate Trust	Attorney/Client Work Product
April 7, 2000	Invoice for legal fees and expenses	1	JPM-PRIV 274	Cox & Smith Incorporated	Chase Bank of Texas, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 03/31/00 in connection with South Texas Syndicate Trust	Attorney/Client Work Product
May 2, 2001	Invoice for legal fees and expenses		JPM-PRIV 275	Cox & Smith Incorporated	Chase Bank of Texas, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 04/30/01 in connection with South Texas Syndicate - Carrizo transactions	Attorney/Client Work Product
October 4, 2001	Invoice for legal fees and expenses	1	JPM-PRIV 276	Cox & Smith Incorporated	The Chase Manhattan Bank, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 09/30/01 in connection with Tracker Oil & Gas Co. matters	Attorney/Client Work Product

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P. 22/33

Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
May 3, 2001	Invoice for legal fees and expenses	1	JPM-PRIV 277	Cox & Smith Incorporated	The Chase Manhattan Bank, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 04/30/01 in connection with South Texas Syndicate Trust	Attorney/Client Work Product
May 3, 2001	Invoice for legal fees and expenses	1	JPM-PRIV 278	Cox & Smith Incorporated	The Chase Manhattan Bank, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 04/30/01 in connection with Tracker Oil & Gas Co. matters	Attorney/Client Work Product
April 7, 2000	Invoice for legal fees and expenses		JPM-PRIV 279-280	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 03/31/00 in connection with Tracker Oil & Gas Co. matters	Attorney/Client Work Product
August 7, 2000	Invoice for legal fees and expenses	1	JPM-PRIV 281	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 07/31/00 in connection with South Texas Syndicate - Swift Energy Company matters	Attorney/Client Work Product

JAN-12-2012 THU 05:48 PM

FAX NO.

P. 23/33

Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
August 7, 2000	Invoice for legal fees and expenses	1	JPM-PRIV 282	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 07/31/00 in connection with South Texas Syndicate – Quinfana Petroleum Corporation matters	Attorney/Client Work Product
August 7, 2000	Invoice for legal fees and expenses	1	JPM-PRIV 283	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 07/31/00 in connection with South Texas Syndicate	Attorney/Client Work Product
July 13, 2000	Invoice for legal fees and expenses		JPM-PRIV 284	Cox & Smith Incorporated	Chase Bank of Texas, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 06/30/00 in connection with Texas Syndicate Trust	Attorney/Client Work Product
July 13, 2000	Invoice for legal fees and expenses	1	JPM-PRIV 285	Cox & Smith Incorporated	Chase Bank of Texas, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 06/30/00 in connection with Tracker Oil & Gas Co. matters	Attorney/Client Work Product

JAN-12-2012 THU 05:49 PM

FAX NO.

P. 24/33

Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
February 13, 2002	Invoice for legal fees and expenses	1	JPM-PRIV 286	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 01/31/02 in connection with Tracker Oil & Gas Co. matters	Attorney/Client Work Product
July 13, 2000	Invoice for legal fees and expenses	1	JPM-PRIV 287	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 06/30/00 in connection with South Texas Syndicate - Quintana Petroleum Corporation matters	Attorney/Client Work Product
August 5, 1999	Invoice for legal fees and expenses		JPM-PRIV 288	Cox & Smith Incorporated	Chase Bank of Texas, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 07/31/99 in connection with South Texas Syndicate - Carrizo transactions	Attorney/Client
July 13, 2000	Invoice for legal fees and expenses	1	JPM-PRIV 289	Cox & Smith Incorporated	Chase Bank of Texas, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 06/30/00 in connection with South Texas Syndicate - Swift Energy Company matters	Attorney/Client Work Product

JAN-12-2012 THU 05:49 PM

FAX NO.

P. 25/33

Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
January 8, 2001	Invoice for legal fees and expenses	1	JPM-PRIV 290	Cox & Smith Incorporated	The Chase Manhattan Bank, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 12/31/00 in connection with South Texas Syndicate - Swift Energy Company matters	Attorney/Client Work Product
February 5, 2001	Invoice for legal fees and expenses	1	JPM-PRIV 291	Cox & Smith Incorporated	The Chase Manhattan Bank, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 01/31/01 in connection with South Texas Syndicate Trust	Attorney/Client Work Product
February 5, 2001	Invoice for legal fees and expenses	1	JPM-PRIV 292	Cox & Smith Incorporated	The Chase Manhattan Bank, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 01/31/01 in connection with South Texas Syndicate Trust	Attorney/Client Work Product
February 5, 2001	Invoice for legal fees and expenses	1	JPM-PRIV 293	Cox & Smith Incorporated	The Chase Manhattan Bank, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 01/31/01 in connection with South Texas Syndicate - Swift Energy Company	Attorney/Client Work Product

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P. 26/33

Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
April 5, 2001	Invoice for legal fees and expenses	1	JPM-PRIV 294	Cox & Smith Incorporated	The Chase Manhattan Bank, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 03/31/01 in connection with South Texas Syndicate - JPW Energy transaction	Attorney/Client Work Product
April 5, 2001	Invoice for legal fees and expenses	1	JPM-PRIV 295	Cox & Smith Incorporated	The Chase Manhattan Bank, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 03/31/01 in connection with South Texas Syndicate - Tracker Oil & Gas Co. matters	Attorney/Client Work Product
April 9, 1998	Invoice for legal fees and expenses	1	JPM-PRIV 296-297	Cox & Smith Incorporated	Chase Bank of Texas, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 03/31/98 in connection with South Texas Syndicate - Carrizo transactions	Attorney/Client Work Product
March 20, 2002	Invoice for legal fees and expenses	3	JPM-PRIV 298-300	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 02/28/02 in connection with Tracker Oil & Gas Co. matters	Attorney/Client Work Product

Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
March 8, 2001	Invoice for legal fees and expenses	1	JPM-PRIV 301	Cox & Smith Incorporated	The Chase Manhattan Bank, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 02/28/01 in connection with South Texas Syndicate – JPW Energy transaction	Attorney/Client Work Product
January 8, 2001	Invoice for legal fees and expenses	1	JPM-PRIV 302	Cox & Smith Incorporated	The Chase Manhattan Bank, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 12/31/00 in connection with Tracker Oil & Gas Co. matters	Attorney/Client Work Product
March 7, 2001	Invoice for legal fees and expenses		JPM-303	Cox & Smith Incorporated	The Chase Manhattan Bank, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 02/28/01 in connection with Tracker Oil & Gas Co. matters	Attorney/Client Work Product
June 7, 2000	Invoice for legal fees and expenses	1	JPM-PRIV 304	Cox & Smith Incorporated	Chase Bank of Texas, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 05/31/00 in connection with Tracker Oil & Gas Co. matters	Attorney/Client Work Product

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Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
May 6, 1998	Invoice for legal fees and expenses	1	JPM-PRIV 305	Cox & Smith Incorporated	Chase Bank of Texas, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 04/30/98 in connection with South Texas Syndicate - Carrizo transactions	Attorney/Client Work Product
August 6, 2001	Invoice for legal fees and expenses	1	JPM-PRIV 306	Cox & Smith Incorporated	The Chase Manhattan Bank, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 07/31/01 in connection with South Texas Syndicate Trust	Attorney/Client Work Product
August 6, 2001	Invoice for legal fees and expenses		JPM-PRIV 307	Cox & Smith Incorporated	The Chase Manhattan Bank, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 07/31/01 in connection with South Texas Syndicate Trust	Attorney/Client Work Product
December 7, 2001	Invoice for legal fees and expenses	1	JPM-PRIV 308	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 11/30/01 in connection with South Texas Syndicate Trust	Attorney/Client Work Product

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P. 29/33

Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
December 7, 2001	Invoice for legal fees and expenses	1	JPM-PRIV 309	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 11/30/01 in connection with Tracker Oil & Gas Co. matters	Attorney/Client Work Product
March 13, 2000	Invoice for legal fees and expenses	1	JPM-PRIV 310	Cox & Smith Incorporated	Chase Bank of Texas, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 02/29/00 in connection with Tracker Oil & Gas Co. matters	Attorney/Client Work Product
2000	and expenses		JPM-PRIV 311	Cox & Smith Incorporated	Chase Bank of Texas, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 04/30/00 in connection with Tracker Oil & Gas Co. matters	Attorney/Client Work Product
February 5, 2002	Invoice for legal fees and expenses	1	JPM-PRIV 312	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 01/31/02 in connection with South Texas Syndicate Trust	Attorney/Client Work Product

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P. 30/33

Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
June 5, 2001	Invoice for legal fees and expenses	1	JPM-PRIV 313	Cox & Smith Incorporated	Chase Bank of Texas, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 05/31/01 in connection with South Texas Syndicate - Carrizo transactions	Attorney/Client Work Product
October 12, 2000	Invoice for legal fees and expenses	1	JPM-PRIV 314	Cox & Smith Incorporated	The Chase Manhattan Bank, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 09/30/00 in connection with South Texas Syndicate - Swift Energy Company	Attorney/Client Work Product
March 13, 2000	Invoice for legal fees and expenses	1	JPM-PRIV 315	Cox & Smith Incorporated	Chase Bank of Texas, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 02/29/00 in connection with South Texas Syndicate Trust	Attorney/Client Work Product
September 7, 2000	Invoice for legal fees and expenses	1	JPM-PRIV 316	Cox & Smith Incorporated	The Chase Manhattan Bank, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 08/31/00 in connection with South Texas Syndicate - Swift Energy Company matters	Attorney/Client Work Product

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P. 31/33

Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
September 7, 2000	Invoice for legal fees and expenses	1	JPM-PRIV 317	Cox & Smith Incorporated	The Chase Manhattan Bank, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 08/31/00 in connection with South Texas Syndicate -- Quintana Petroleum Corporation matters	Attorney/Client Work Product
May 7, 2002	Invoice for legal fees and expenses	1	JPM-PRIV 318	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 04/30/02 in connection with Tracker Oil & Gas Co. matters	Attorney/Client Work Product
May 7, 2002	Invoice for legal fees and expenses		JPM-PRIV 319	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 04/30/02 in connection with Tracker Oil & Gas Co. matters	Attorney/Client Work Product
July 8, 1998	Invoice for legal fees and expenses	2	JPM-PRIV 320-321	Cox & Smith Incorporated	Chase Bank of Texas, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 06/30/98 in connection with South Texas Syndicate -- Carrizo transactions	Attorney/Client Work Product

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P. 32/33

Date	Document Type	Pages	Bates No.	Author(s)	Recipient(s)	Subject Matter	Privilege(s) Claimed
November 7, 2000	Invoice for legal fees and expenses	1	JPM-PRIV 322	Cox & Smith Incorporated	The Chase Manhattan Bank, Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 10/31/00 in connection with South Texas Syndicate - Swift Energy Company	Attorney/Client Work Product
December 5, 2002	Invoice for legal fees and expenses	1	JPM-PRIV 323	Cox & Smith Incorporated	JPMorgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust/Attn: John Flannery, Jr.	For legal services through 11/30/02 in connection with South Texas Syndicate	Attorney/Client Work Product

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P. 33/33

Document scanned as filed.

Description:

Date: 5/21/12 Clerk Initials: MG



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

JOHN K. MEYER, ET. AL.

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IN THE DISTRICT COURT

VS.

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

225TH JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

NOTICE OF FILING AFFIDAVIT OF MICHAEL A. VARZALLY

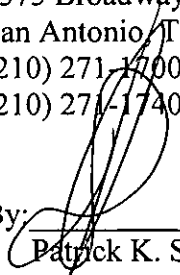
Now comes Defendants JPMorgan Chase Bank, N.A., Individually/Corporately, and as Trustee of the South Texas Syndicate Trust, and Gary P. Aymes, in the above styled and referenced cause, and file this Notice of Filing Affidavit of Michael A. Varzally.

Respectfully submitted,

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

7373 Broadway, Suite 300
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By:


Patrick K. Sheehan
State Bar No. 18175500
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State Bar No. 07738200
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State Bar No. 21518060
Eduardo L. Morales
State Bar No. 24027527


ATTORNEYS FOR DEFENDANTS

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12 JUN 14 PM 1:31

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BY 

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Date: 6.21.12 Clerk Initials: 

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing NOTICE OF FILING AFFIDAVIT OF MICHAEL A. VARZALLY was served on the following, as indicated, on this the 14th day of June 2012:

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

VIA HAND DELIVERY

Mr. David R. Deary
Mr. Jim L. Flegle
Mr. Jeven R. Sloan
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Mr. John B. Massopust
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ZELLE HOFMANN VOELBEL & MASON LLP
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Mr. Richard Tinsman
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10107 McAllister Freeway
San Antonio, Texas 78205

VIA HAND DELIVERY



Patrick K. Sheehan
David Jed Williams

b. managing the architecture of the technologies that support JPMC's Global Regulatory & Legal hosted archival data warehouse to meet various regulatory and litigation reporting and retention requirements; and

c. managing staff IT professionals who are dedicated to supporting JPMC's Global Regulatory & Legal electronic technology requirements and who respond to requests for electronically stored information, including emails, to comply with e-discovery obligations in litigation.

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

4. The information contained in this affidavit is based on my general knowledge of JPMorgan's business operations.

JPMorgan's General E-Mail Documentation Retention and Destruction Policy

5. I understand that the relevant time period for this litigation is January 1, 2005 through July 2, 2010.¹ JPMC's general email document retention and destruction policy (the "Policy") which has been in effect since at least November 2004, provides that email messages are "purged" –i.e. automatically deleted- from an employee's online mailbox 60 days after being sent or received. After emails are purged, they can no longer be accessed through the employee's mailbox. Pursuant to JPMC's document retention policies, emails were purged from most employees' online mailboxes every 60 days after being sent or received, for the Requested Time Period. JPMC is currently in the process of migrating its employees from the Exchange

¹ I understand Plaintiff's have requested information from January 1, 2000 through the present date, and that JPMorgan has objected to the scope of this request and asserted that the relevant time period begins at the earliest January 1, 2005 and runs until the date the lawsuit was filed – July 2, 2010.

2007 email system to the Exchange 2010 email system. Once a user's email account has migrated to the new system, the email messages from that employee's online mailbox are purged six months after being sent or received, rather than 60 days after being sent or received.

6. In general, all employees' mailboxes, including all e-mails contained in those mailboxes, are located on e-mail servers. Those servers are backed up on magnetic tapes, ("the Back Up Tapes"), on a regular basis. This backup is done according to JPMorgan's standards to meet operational support requirements and it captures a "snapshot" of e-mails in an employee's mailbox and "sent items" folder at the date and time that the backup was created. Due to the very "snapshot" nature of this process, if an e-mail was sent or received on a particular day, and deleted on that same day prior to the next scheduled backup, that particular e-mail will not be captured by the Backup Tapes. JPMorgan has no set procedure or policy for retrieving e-mails that were deleted before they could be captured on Backup Tapes.

7. JPMC usually sends Backup Tapes to an offsite third party document storage company. During part of the Requested Time Period, the Policy stated that Backup Tapes were generally recycled after 90 days. That means, in general, the life of an email is 150 days: 60 days as a live email in an employee's email box and an additional 90 days stored on a Backup Tape. After 150 days, an email is generally irretrievable because it is no longer in the employee's mailbox and is no longer stored on a Backup Tape. At some point during the Requested Time Period, the Policy was changed, requiring Backup Tapes to be generally recycled after 15 days. That change shortened the life of an email to 75 days; 60 days as a live email in an employee's email box and an additional 15 days stored on a Backup Tape. After 75 days, such e-mails are generally irretrievable because they are no longer in the employee's mailbox and no longer stored on a Backup Tape.

8. The primary purpose of the Backup Tapes, which provide a copy of electronic data at a specific point in time, is to serve as a secondary source of recovery of that data in the event of a system problem or disaster, and not for retrieving particular e-mails, files, data or programs in the ordinary course of business.

9. JPMorgan does not extract data from e-mails to a database or keep e-mails in database formats.

10. I understand that this litigation relates to the South Texas Syndicate Trust ("STS"), a trust administered by JPMorgan as trustee with the primary employees involved working in the San Antonio offices. I understand that the litigation also relates to the mineral management of STS by the oil and gas group of Specialty Assets. I understand that these employees worked in the San Antonio, Houston, and Dallas offices of the oil and gas group. Until 2009, the email system for these employees was Lotus Notes. During 2009, the e-mail system used by these employees was changed to Microsoft Outlook.

Exceptions to JPMorgan's General E-Mail Document Retention Policy

11. Although an e-mail is generally irretrievable after 150/75 days pursuant to the Policy, it is possible that some e-mails may be recoverable beyond that time period. This may be due to the fact that (a) e-mails of certain custodians may be subject to prior litigation holds; (b) employees may have received a waiver of the requirement that e-mails be purged after the 60 day retention period; (c) employees may have manually saved e-mails, which preserve them for up to 365 days from the date of receipt instead of the normal 60 day retention period; or (d) certain employees who are subject to regulatory retention requirements have their e-mails automatically archived and retained in a special hosted electronic repository beyond the standard 150 day retention period. However, none of the employees who worked in trust administration in the San

Antonio office or the oil and gas group of Specialty Assets are subject to regulatory retention requirements and their e-mails are not archived or stored on a hosted internet site.

12. Despite the possibility that e-mails may exist beyond the 150/75 day cut-off period, the existence of any such e-mails for the time frame requested by Plaintiffs is unknown at this time and will not be known unless Backup Tapes for all requested custodial e-mail accounts can be located, recalled, and reviewed for restoration as explained below.

Procedure For Retrieving E-Mails Stored On Backup Tapes

13. At any given time, JPMorgan may have numerous pending litigation and other regulatory matters in active discovery, each of which impacts the amount of resources that can be devoted to any one matter. Over the last several years, the IT department has handled hundreds of new matters requiring electronic data collection. Many factors go into whether Backup Tapes are restored internally or by pre-approved third-party vendors including, but not limited to, the number of Backup Tapes to be searched, JPMorgan's equipment capabilities, and the availability of IT department personnel and other resources.

14. To retrieve e-mail stored on Backup Tapes, several pieces of information are necessary. To begin with, the requested custodians must be identified by name so that the proper mailboxes can be located. Next, the server(s) on which the custodian's mailbox resides must be researched and located so that the appropriate server's tapes can be requested. In addition, the time period in which e-mails are sought is also necessary to identify the date(s) of the potentially responsive Backup Tapes. Using this information, the Backup Tapes containing e-mails from the custodian's mailbox during the specified time frame can be located and recalled. E-mails can be produced in whatever format they were kept by the custodian in his or her mailbox.

15. Recreating a custodian's e-mail going back to January, 2005 (or January 1, 2000) will likely require the restoration of numerous Backup Tapes and piecing them together since mailboxes can be in various locations, on multiple servers, and in different formats. On average, a particular custodian's e-mails can be located on 3 or 4 Backup Tapes for a particular day or month. However, this number is only an estimate and is subject to wide variation especially where a request to restore e-mail spans several years.

16. Backup Tapes can only be searched by custodian name and time period. Backup Tapes must be restored before they can be searched.

17. Once identified and collected, Backup Tapes are recalled, mounted, and merged so that the custodian's mailbox can be located and restored. This restoration process, which creates a copy of the custodian's mailbox, including all e-mails contained in that mailbox, as it existed at the time the backup for that particular mailbox took place, can take several hours for each set of Backup Tapes from the particular custodian's server(s).

18. Once a custodian's mailbox is recreated, e-mails must be extracted to a software platform and duplications removed. JPMorgan can then run search terms to retrieve potentially relevant e-mails. Depending upon the number of e-mails in the custodian's mailbox, searches can take anywhere from several hours to several days. This does not include the time necessary to review potentially relevant e-mails for privilege. There are costs associated with this the restoration and searching process.

JPMorgan's Costs To Restore Backup Tapes Internally

19. There are numerous costs involved in e-mail retrieval. First, there are costs incurred in the initial restoration of Backup Tapes for the relevant custodians. This cost depends upon the number of custodian's whose e-mail must be restored and the length of the time period

for which restoration is sought. In my experience, a minimum of 3.5 Backup Tapes must be restored to recover one month of e-mail correspondence for a single custodian.

20. The cost JPMorgan incurs to internally restore Backup Tapes is approximately \$500 per month, per custodian (or \$6,000 to restore one custodian's e-mail for a one year period of time). By my calculation, it would cost \$138,500 to restore e-mail correspondence for the sixteen custodians requested for the time period from January 1, 2005 through July 2, 2010. This does not include any storage costs or legal fees JPMorgan will incur to review the restored e-mail correspondence for responsiveness, relevance and/or any applicable privilege.

21. JPMorgan's charge of \$500 to restore one month of e-mail correspondence for one custodian is based upon an algorithm using my group's annual budget and the historical data of how many mailboxes are reviewed annually.² Based upon my knowledge of electronic discovery services provided by outside vendors, the \$500 charged by JPMorgan is significantly less than what JPMorgan's pre-approved third party vendors charge for the same service.

Costs Incurred After Restoration Is Complete

22. Once Backup Tapes are restored, e-mails must be extracted to a software platform, duplications removed, and search terms applied as well as hosted for review. I am not involved with document reviews after the initial restoration of e-mails. However, I understand from working with JPMorgan's litigation department's Evidence Lab that the cost of reviewing the resulting set of e-mails and attachments with the pre-selected search terms will be based upon the number of documents bearing those keywords.

23. The Evidence Lab has provided the following cost estimate:

² JPMorgan charges \$500 to restore one month of e-mail correspondence for one custodian whether the restoration request is made internally or comes in response to a third-party subpoena. When the request is made internally, the cost for restoring e-mail correspondence is charged back to the internal costs center that requested the restoration.

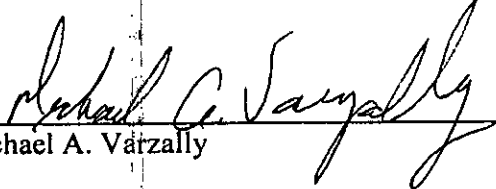
i) Based upon the number of custodians requested, and the number of months requested for each custodian, the estimated number of documents will be hosted for review is approximately 862,800.³

ii) The estimated costs associated with hosting these documents are approximately \$115,040.00.


iii) The estimated cost for first-level review of this estimated number of documents using domestic contract attorneys is \$1,380,480.00. The estimate cost for first-level review of this estimated number of documents using offshore contract attorneys is \$690,240.00.

iv) After first-pass review, the documents are reviewed by outside counsel in a second-pass review. The estimated cost for the second-pass review of this estimated number of documents is \$1,035,360.00.

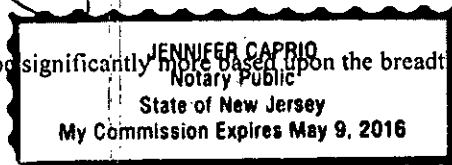
v) Assuming that JPMorgan uses domestic contract attorneys for review, the total estimated cost to retrieve, host, search, and review the documents requested is \$2,669,380.00. Assuming that JPMorgan uses offshore contract attorneys for review, the total estimated cost to retrieve, host, search, and review the documents requested is \$1,979,140.00.


Michael A. Várzally

Sworn to and subscribed before me, a Notary Public, on this 14 day of June, 2012.


Notary Public

³ The actual number of documents retrieved could be significantly more based upon the breadth of the search terms and criteria used.



CAUSE NO. 2010-CI-10977

JOHN K. MEYER, ET AL.,

Plaintiffs,

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

Defendants.

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IN THE DISTRICT COURT OF

225th JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

**PLAINTIFFS' MOTION TO COMPEL DOCUMENTS
DEMONSTRATING TRUSTEE BUSINESS RELATIONSHIPS**

Plaintiffs hereby file this Motion to Compel seeking documents demonstrating business relationships with Petrohawk Energy Corporation ("Petrohawk"), Pioneer Natural Resources ("Pioneer") and EOG Resources ("EOG") and in the alternative, alternatively move for In Camera Inspection against Defendants JP Morgan Chase Bank, N.A., in its individual and corporate capacities and as Trustee of the South Texas Syndicate Trust and Gary P. Aymes ("Defendants") and would respectfully show the Court as follows:

I.

FACTUAL AND PROCEDURAL BACKGROUND

A. This Lawsuit

Plaintiffs, as beneficiaries, allege causes of action against Defendants regarding the administration of the South Texas Syndicate Trust ("STS Trust"). On June 21, 2011, Cause No. 2011-CI-04747 was consolidated with the original lawsuit. Thereafter, additional beneficiaries have intervened seeking similar relief. Plaintiffs and Intervenors represent over 50% of the beneficial interest holders in the STS Trust.

FILED
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BEXAR CO. TEXAS
12 MAY 11 P 4:31
BY [Signature] DEPUTY

Plaintiffs sued Defendants alleging a pattern of neglect, mismanagement and tortious behavior that has caused significant damage to the STS Trust assets and estate. Plaintiffs also seek a statutory accounting, the removal of Defendants as Trustee and judicial reformation of the STS Trust instrument to protect the beneficiaries' interests in the future, provide transparency, define the duties and responsibilities of the trustee, and ensure the efficient and proper administration of the STS Trust, among other things.

B. The Production to Be Compelled

In their Amended Petition, among many other violations, Plaintiffs specifically allege that Defendants violated their fiduciary duties by failing to disclose conflicts of interest with Petrohawk, Pioneer and EOG. Am. Pet. at 7 (“JP Morgan has failed to disclose conflicts of interest on a number of transactions. These failures include, but are not limited to, negotiating mineral leases with Petrohawk and litigating mineral lease rights with Pioneer and EOG.”). Further, Plaintiffs specifically requested information sufficient to identify any and all business or banking relationships by and between JP Morgan Chase Bank and Petrohawk, Pioneer and EOG:

REQUEST FOR PRODUCTION NO. 92:

All documents sufficient to identify any and all business or banking relationships by and between JP Morgan Chase Bank, N.A., or any of its affiliates, subsidiaries, or divisions and any entity having a leasehold or other interest in the Trust Assets, including but not limited to, the following entities and any of their affiliates, subsidiaries, divisions, joint venture interests, partnerships, or other business relationships:

- (a) Pioneer Natural Resources;
- (b) Petrohawk Energy Corporation; and
- (c) EOG Resources.

Blaze Request for Production No. 92 (“Request No. 92”) attached hereto as Exhibit 1.

C. Plaintiffs Complied with Texas Finance Code Section 59.006

Although the statute does not apply to many of the documents Plaintiffs are seeking, Plaintiffs strictly complied with Texas Finance Code Section 59.006. *See* Affidavits of Service of Section 59.006 Notices attached hereto as Exhibit 2; *see also* Texas Fin. Code §§ 59.001 and 59.006. In response being served with Rule 59.006 Notices, Pioneer Natural Resources and EOG Resources each moved for a protective order. *See* Pioneer Natural Resources Motion for Protective Order and EOG Resources Motion for Protective Order. Plaintiffs received no response from Petrohawk Energy Corporation.

II.

ARGUMENTS AND AUTHORITIES

Plaintiffs are entitled to obtain documents that demonstrate all relationships between Defendants and Petrohawk, Pioneer and EOG for three reasons: (1) these documents are reasonably calculated to lead to the discovery of admissible evidence; (2) Defendants' objections are not proper and without merit; and (3) Plaintiffs, as beneficiaries of the STS Trust, have a right under the Texas Trust Code to review this information.

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

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

Documents sufficient to demonstrate the Trustee's business relationships with Petrohawk, Pioneer and EOG are relevant to this case because Defendants' undisclosed conflicts of interest with Petrohawk, Pioneer and EOG are likely independent breaches of Defendants' fiduciary

duties. Plaintiffs specifically allege that Defendants violated their fiduciary duties by failing to disclose conflicts of interest with Petrohawk, Pioneer and EOG. Am. Pet. at 7 (“JP Morgan has failed to disclose conflicts of interest on a number of transactions. These failures include, but are not limited to, negotiating mineral leases with Petrohawk and litigating mineral lease rights with Pioneer and EOG.”).

Plaintiffs have specifically requested information on the relationships between Defendants and Petrohawk, Pioneer and EOG. Blaze Request for Production No. 92.

Because Plaintiffs have properly requested information related to the relationships and potential conflicts of interest between Defendants and Petrohawk, Pioneer and EOG and because this information is relevant to the subject matter of the pending action and/or appears to be reasonably calculated to lead to the discovery of admissible evidence, the Court should order Defendants to produce this information.

B. Defendants’ Objections Are Not Proper And Without Merit.

In their response to Blaze’s Request for Production No. 92, Defendants made the following objections:

Defendant objects to this Request on the following bases:

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

4. This Request seeks documents consisting of potential banking records for third parties. With respect to these requested records, Plaintiff has failed to satisfy the requirement of Tex. Fin. Code §59.006, and specifically, §§59.006(b), (c) and (d), which require that Plaintiff pay J.P. Morgan's costs and attorneys' fees, give notice to the affected possible customers of J.P. Morgan and give those customers an opportunity to consent or refuse to consent to the production of their records.

Defendant JP Morgan Chase Bank, N.A.'s Objections and Responses to Plaintiff Emilie Blaze's Second Set of Requests for Production at 8, attached hereto as Exhibit 3.

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

Plaintiffs specifically allege that Defendants violated their fiduciary duties by failing to disclose conflicts of interest with Petrohawk, Pioneer and EOG. *See, e.g.*, Am. Pet. at 7. Yet, inexplicably, Defendants claim that documents sufficient to identify any and all business or banking relationships – creating the alleged conflicts - are not discoverable. Defendant JP Morgan Chase Bank, N.A.'s Objections and Responses to Plaintiff Emilie Blaze's Second Set of Requests for Production at 8. Defendants' objection should be overruled because financial relationships can be evidence of conflicts of interest. *See, e.g., Ditta v. Conte*, 298 S.W.3d 187, 191-92 (Tex. 2009); Bogert's Trusts And Trustees § 543 ("The trustee must not place himself in a position where his own interests or that of another enters into conflict, or may possibly conflict, with the interest of the trust or its beneficiary."); Restatement (Third) Trusts § 78(2).

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

Defendants protest that certain information sought by Plaintiffs through Request No. 92 is "confidential, private, and/or proprietary information". The parties have already agreed upon a protective order. That protective order has been entered in this case. *See* Agreed Protective Order, signed November 14, 2011. Defendants' objection should be overruled because any confidential information is adequately protected.

3. Financial Code Section 59.006 is no impediment to the production of documents covered by Request No. 92.

Defendants are misusing Tex. Fin. Code §59.006. First, Section 59.006 only applies to non-party customer documents related to banking services. *Alpert v. Riley*, CIV.A. H-04-CV-3774, 2009 WL 1226762, at *6 (S.D. Tex. Apr. 30, 2009) (“The plaintiffs correctly point out that § 59.006(c) applies only to nonparties and the records the plaintiffs seek-documents for the Alpert trusts in which Riley appears as the trustee-are party documents.”); *see also* Texas Fin. Code §§ 59.001 and 59.006. Request No. 92 does not seek customer bank records of Petrohawk, Pioneer or EOG.

Additionally, Defendants are sued in their capacity as trustee and fiduciary officer not as a financial institution. Defendants make a blanket 59.006 assertion that other persons or entities (*e.g.* an attorney acting as a trustee) would not be able to avail themselves of. It makes little sense that a trustee would be allowed to hide behind a statute designed to protect customer banking records just because, by historical accident, the trustee also happens to be acting as a financial institution. Therefore, because JPMorgan Chase Bank, N.A. is acting as a defendant in this case and not a defendant’s bank, Defendants’ boilerplate § 59.006 objection is improper.

Plaintiffs strictly complied with § 59.006 for the limited number of documents, if any, to which it may be applicable. *See* Affidavits of Service of Section 59.006 Notices attached hereto as Exhibit 2.

Because Defendants’ boilerplate § 59.006 objection is overly-broad and improper and because Plaintiffs complied with § 59.006 for the limited number of documents, if any, covered by that statute, the Court should order production of documents responsive to Blaze Request No. 92, or in the alternative, order that the documents be produced to the Court for *in camera* inspection.

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

As beneficiaries of the STS Trust, Plaintiffs are entitled to obtain information that demonstrates how their trust is being administered. *See, e.g., Shannon v. Frost Nat. Bank of San Antonio*, 533 S.W.2d 389, 393 (Tex. Civ. App.—San Antonio 1975, writ ref'd n.r.e.); Bogert's *Trusts And Trustees* § 962 ("Generally, if a beneficiary of a trust requests information about the trust from the trustee, the trustee must promptly furnish it. . . . If a trustee unreasonably refuses to furnish information about a trust to a beneficiary who has requested it, the court will order the trustee to do so and may charge the trustee with the cost of the proceeding. A trustee's failure to provide information about the trust to beneficiaries may also be grounds for a claim for damages, removal of the trustee, reduction or denial of compensation, or other relief."); *see also* Restatement (Third) *Trusts* § 82(2); Restatement (Second) *Trusts* § 173.

Through Request No. 92, Plaintiffs merely request information necessary to assess Defendants' conflicts of interest as they relate to Defendants acting as trustee to the STS Trust when: (1) engaging in leasing activities with Petrohawk at a time when Petrohawk was also a significant customer of Defendants; and (2) litigating and settling lawsuits against Pioneer and EOG at a time when they had undisclosed financial relationships with Defendants. Proper administration of a trust under the Texas Trust Code requires that Defendants make information available to STS Trust beneficiaries, like information related to conflicts of interest, that allows the STS Trust beneficiaries to determine the propriety of actions taken on their behalf. No trustee properly discharging its fiduciary duties under Texas law is allowed to hide information such as the conflicts information requested by Request No. 92 from its trust beneficiaries.

Because Plaintiffs have the right to access the conflicts information under Texas trust law, the Court should order Defendants to produce documents reflecting the full scope of JP

Morgan's business and banking relationships with Pioneer, Petrohawk, and EOG in response to Blaze Request No. 92.

III.

CONCLUSION

For the reasons described herein and in Meyer/Blaze's Motion to Compel and for Sanctions, the Meyer/Blaze Plaintiffs request that the Court enter an order compelling Defendants to produce any documents related to Petrohawk, Pioneer and EOG responsive to Blaze Request No. 92 within ten days. In the alternative, the Meyer/Blaze Plaintiffs request that the Court conduct an *in camera* inspection of the documents Defendants have withheld pursuant to Tex. Fin. Code §59.006(d) and grant Plaintiffs any and all other relief to which they are entitled.

DATE: May 11, 2012.

Respectfully submitted,

CLEMENS & SPENCER



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Facsimile: 214-760-8994

ATTORNEYS FOR INTERVENORS

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing instrument has been served on the below listed counsel of record via facsimile, this 11th day of May 2012:

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



Michael J. Donley

EXHIBIT 1

EMILIE BLAZE,

Plaintiff,

v.

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

Defendants.

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IN THE DISTRICT COURT OF

225TH JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

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

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

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

REQUEST FOR PRODUCTION NO. 92:

All documents sufficient to identify any and all business or banking relationships by and between JP Morgan Chase Bank, N.A., or any of its affiliates, subsidiaries, or divisions and any entity having a leasehold or other interest in the Trust Assets, including but not limited to, the following entities and any of their affiliates, subsidiaries, divisions, joint venture interests, partnerships, or other business relationships:

- (a) Pioneer Natural Resources;
- (b) Petrohawk Energy Corporation; and
- (c) EOG Resources.

RESPONSE:

CERTIFICATE OF SERVICE

I certify that on June 10, 2011, this document was served on the following described parties in the manner indicated below:

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

Via Fax

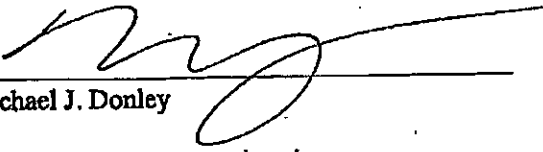

Michael J. Donley

EXHIBIT 2

EMILIE BLAZE,

Plaintiff(s),

VS.

JP MORGAN CHASE BANK, N.A., ET AL,

Defendant(s).

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IN THE DISTRICT COURT

225TH JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

AFFIDAVIT OF SERVICE

Came to hand on Friday, November 18, 2011 at 1:20 PM,
Executed at: 350 NORTH ST. PAUL ST., SUITE. 2900, DALLAS, TEXAS 75201
within the county of DALLAS at 2:00 PM, on Friday, November 18, 2011,
by delivering to the within named:

EOG RESOURCES, INC.

By delivering to its' Registered Agent, CT CORPORATION SYSTEM
By delivering to its' Authorized Agent, MARIE GARCIA
Each, in person a true copy of this

**COVER LETTER with RECORDS RELEASE FORM and PLAINTIFF'S SECOND SET OF
REQUESTS FOR PRODUCTION TO DEFENDANT JP MORGAN CHASE BANK, N.A.,
INDIVIDUALLY/CORPORATELY AND AS TRUSTEE OF THE SOUTH TEXAS SYNDICATE
TRUST**

having first endorsed thereon the date of the delivery.

BEFORE ME, the undersigned authority, on this day personally appeared Adil Tadli who after being duly sworn on oath states: "My name is Adil Tadli. I am a person over eighteen (18) years of age and I am competent to make this affidavit. I am a resident of the State of Texas. I have personal knowledge of the facts and statements contained in this affidavit and aver that each is true and correct. I am not a party to this suit nor related or affiliated with any herein, and have no interest in the outcome of the suit. I am familiar with the Texas Rules of Civil Procedure, and the Texas Practice and Remedies Codes as they apply to service of process. I have never been convicted of a felony or of a misdemeanor involving moral turpitude."

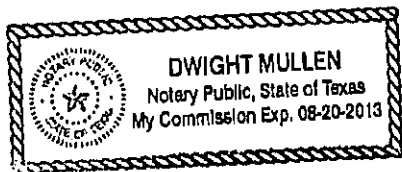
Adil Tadli

Of: **Dallas County**

By:

[Signature]
Authorized Person - SCH1206

Subscribed and Sworn to by Adil Tadli, Before Me, the undersigned authority, on this 18TH day of November, 2011.



[Signature]
Notary Public in and for The State of Texas

LOEWINSOHN FLEGLE DEARY
L · L · P

November 18, 2011

EOG Resources, Inc.
c/o C T Corporation System
350 North St. Paul St., Ste. 2900
Dallas, TX 75201

Via Hand Delivery

Re: Notice of Record Request Pursuant to §59.006, Texas Finance Code

To Whom It May Concern:

We represent Plaintiff Emilie Blaze in Cause No. 2011-CI-10977; *John K. Meyer, et al. v. JP Morgan Chase Bank N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust and Gary P. Aymes*; in the 225th District Court, Bexar County, Texas ("Litigation"). JP Morgan Chase Bank N.A. ("JP Morgan") has been sued individually/corporately and in its capacity as Trustee of the South Texas Syndicate Trust.

In the Litigation, my client has requested discovery of records of JP Morgan relating to EOG Resources, Inc. as a customer of the financial institution. A copy of our Request for Production #92 is attached.

Pursuant to §59.006, Texas Finance Code, you are hereby given notice of your rights as a customer under §59.006(e). You, as a customer, bear the burden of preventing or limiting the financial institution's compliance with a record request subject to §59.006 by seeking an appropriate remedy, including filing a motion to quash the record request or a motion for a protective order. Any motion filed shall be served on the financial institution and the requesting party before the date that compliance with the request is required. If we have not received your consent form, as requested below, by December 19, 2011, we will file a motion seeking an in camera inspection of the documents. The service address for JP Morgan, the financial institution, is:

JP Morgan Chase Bank N.A.
c/o Patrick K. Sheehan, Esq.
Hornberger Sheehan Fuller & Beiter Inc.
The Quarry Heights Building
7373 Broadway, Suite 300
San Antonio, TX 78209
Fax: 210-271-1730

EOG Resources, Inc.
November 18, 2011
Page 2

The service address for Plaintiff, the requesting party, is:

Emilie Blaze
c/o Jim L. Flegle, Esq.
Loewensohn Flegle Deary, LLP
12377 Merit Drive, Suite 900
Dallas, TX 75251
Fax: 214-572-1717

Further, my client requests your written consent authorizing JP Morgan to comply with the request. A consent form is enclosed. If you wish to consent to the release of the records my client has requested, please execute the attached consent form and return it to the undersigned by December 19, 2011.

If you have any questions, please do not hesitate to contact me.

Very truly yours,



Jim L. Flegle
(214) 572-1701
Email: jimf@LFDlaw.com

JLF/mlj

Consent for JP Morgan to Release Banking Records

I, _____, have capacity to act on behalf of EOG Resources, Inc. EOG Resources, Inc. consents to the release of the records requested by the Plaintiffs in Request for Production #92 and hereby authorizes JP Morgan to comply with the Request and provide any documents covered by the Request to the Plaintiffs.

EOG RESOURCES, INC.

By: _____
Printed Name: _____
Title: _____

EMILIE BLAZE,

Plaintiff,

v.

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

Defendants.

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IN THE DISTRICT COURT OF

225TH JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

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

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

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

REQUEST FOR PRODUCTION NO. 92:

All documents sufficient to identify any and all business or banking relationships by and between JP Morgan Chase Bank, N.A., or any of its affiliates, subsidiaries, or divisions and any entity having a leasehold or other interest in the Trust Assets, including but not limited to, the following entities and any of their affiliates, subsidiaries, divisions, joint venture interests, partnerships, or other business relationships:

- (a) Pioneer Natural Resources;
- (b) Petrohawk Energy Corporation; and
- (c) EOG Resources.

RESPONSE:

CERTIFICATE OF SERVICE

I certify that on June 10, 2011, this document was served on the following described parties in the manner indicated below:

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

Via Fax


Michael J. Donley

EMILIE BLAZE,

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IN THE DISTRICT COURT

Plaintiff(s),

VS.

225TH JUDICIAL DISTRICT

JP MORGAN CHASE BANK, N.A., ET AL,

Defendant(s).

BEXAR COUNTY, TEXAS

AFFIDAVIT OF SERVICE

Came to hand on **Friday, November 18, 2011 at 1:20 PM,**
Executed at: **350 NORTH ST. PAUL ST., SUITE. 2900, DALLAS, TEXAS 75201**
within the county of **DALLAS** at **2:00 PM,** on **Friday, November 18, 2011,**
by delivering to the within named:

PETROHAWK ENERGY CORPORATION

By delivering to its' **Registered Agent, CT CORPORATION SYSTEM**
By delivering to its' **Authorized Agent, MARIE GARCIA**
Each, in person a true copy of this

**COVER LETTER with RECORDS RELEASE FORM and PLAINTIFF'S SECOND SET OF
REQUESTS FOR PRODUCTION TO DEFENDANT JP MORGAN CHASE BANK, N.A.,
INDIVIDUALLY/CORPORATELY AND AS TRUSTEE OF THE SOUTH TEXAS SYNDICATE
TRUST**

having first endorsed thereon the date of the delivery.

BEFORE ME, the undersigned authority, on this day personally appeared **Adil Tadli** who after being duly sworn on oath states: "My name is **Adil Tadli**. I am a person over eighteen (18) years of age and I am competent to make this affidavit. I am a resident of the State of Texas. I have personal knowledge of the facts and statements contained in this affidavit and aver that each is true and correct. I am not a party to this suit nor related or affiliated with any herein, and have no interest in the outcome of the suit. I am familiar with the Texas Rules of Civil Procedure, and the Texas Practice and Remedies Codes as they apply to service of process. I have never been convicted of a felony or of a misdemeanor involving moral turpitude."

Adil Tadli _____

Of: **Dallas County** _____

By: _____
Authorized Person - SCH1206

Subscribed and Sworn to by **Adil Tadli**, Before Me, the undersigned authority, on this **18TH** day of **November, 2011.**



Dwight Mullen

Notary Public in and for The State of Texas

★ ★ ★
LOEWINSOHN FLEGLE DEARY
L · L · P

November 18, 2011

Petrohawk Energy Corporation
c/o C T Corporation System
350 North St. Paul St., Ste. 2900
Dallas, TX 75201

Via Hand Delivery

Re: Notice of Record Request Pursuant to §59.006, Texas Finance Code

To Whom It May Concern:

We represent Plaintiff Emilie Blaze in Cause No. 2011-CI-10977; *John K. Meyer, et al. v. JP Morgan Chase Bank N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust and Gary P. Aymes*; in the 225th District Court, Bexar County, Texas ("Litigation"). JP Morgan Chase Bank N.A. ("JP Morgan") has been sued individually/corporately and in its capacity as Trustee of the South Texas Syndicate Trust.

In the Litigation, my client has requested discovery of records of JP Morgan relating to Petrohawk Energy Corporation as a customer of the financial institution. A copy of our Request for Production #92 is attached.

Pursuant to §59.006, Texas Finance Code, you are hereby given notice of your rights as a customer under §59.006(e). You, as a customer, bear the burden of preventing or limiting the financial institution's compliance with a record request subject to §59.006 by seeking an appropriate remedy, including filing a motion to quash the record request or a motion for a protective order. Any motion filed shall be served on the financial institution and the requesting party before the date that compliance with the request is required. If we have not received your consent form, as requested below, by December 19, 2011, we will file a motion seeking an in camera inspection of the documents. The service address for JP Morgan, the financial institution, is:

JP Morgan Chase Bank N.A.
c/o Patrick K. Sheehan, Esq.
Hornberger Sheehan Fuller & Beiter Inc.
The Quarry Heights Building
7373 Broadway, Suite 300
San Antonio, TX 78209
Fax: 210-271-1730

Petrohawk Energy Corporation
November 18, 2011
Page 2

The service address for Plaintiff, the requesting party, is:

Emilie Blaze
c/o Jim L. Flegle, Esq.
Loewensohn Flegle Deary, LLP
12377 Merit Drive, Suite 900
Dallas, TX 75251
Fax: 214-572-1717

Further, my client requests your written consent authorizing JP Morgan to comply with the request. A consent form is enclosed. If you wish to consent to the release of the records my client has requested, please execute the attached consent form and return it to the undersigned by December 19, 2011.

If you have any questions, please do not hesitate to contact me.

Very truly yours,



Jim L. Flegle
(214) 572-1701
Email: jimf@LFDlaw.com

JLF/mlj

Petrohawk Energy Corporation
November 18, 2011
Page 3

Consent for JP Morgan to Release Banking Records

I, _____, have capacity to act on behalf of Petrohawk Energy Corporation. Petrohawk Energy Corporation consents to the release of the records requested by the Plaintiffs in Request for Production #92 and hereby authorizes JP Morgan to comply with the Request and provide any documents covered by the Request to the Plaintiffs.

PETROHAWK ENERGY CORPORATION

By: _____
Printed Name: _____
Title: _____

EMILIE BLAZE,	§	IN THE DISTRICT COURT OF
	§	
Plaintiff,	§	
	§	
v.	§	225 TH JUDICIAL DISTRICT
	§	
JP MORGAN CHASE BANK, N.A.,	§	
INDIVIDUALLY/CORPORATELY AND AS	§	
TRUSTEE OF THE SOUTH TEXAS	§	
SYNDICATE TRUST and GARY P. AYMES,	§	
	§	
Defendants.	§	BEXAR COUNTY, TEXAS

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

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

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

REQUEST FOR PRODUCTION NO. 92:

All documents sufficient to identify any and all business or banking relationships by and between JP Morgan Chase Bank, N.A., or any of its affiliates, subsidiaries, or divisions and any entity having a leasehold or other interest in the Trust Assets, including but not limited to, the following entities and any of their affiliates, subsidiaries, divisions, joint venture interests, partnerships, or other business relationships:

- (a) Pioneer Natural Resources;
- (b) Petrohawk Energy Corporation; and
- (c) EOG Resources.

RESPONSE:

CERTIFICATE OF SERVICE

I certify that on June 10, 2011, this document was served on the following described parties in the manner indicated below:

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

Via Fax


Michael J. Donley

EMILIE BLAZE,

Plaintiff(s),

VS.

JP MORGAN CHASE BANK, N.A., ET AL,

Defendant(s).

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IN THE DISTRICT COURT

225TH JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

AFFIDAVIT OF SERVICE

Came to hand on **Friday, November 18, 2011 at 1:20 PM,**
Executed at: **350 NORTH ST. PAUL ST., SUITE. 2900, DALLAS, TEXAS 75201**
within the county of **DALLAS** at **2:00 PM,** on **Friday, November 18, 2011,**
by delivering to the within named:

PIONNER NATURAL RESOURCES USA, INC

By delivering to its' **Registered Agent, CT CORPORATION SYSTEM**
By delivering to its' **Authorized Agent, MARIE GARCIA**
Each, in person a true copy of this

**COVER LETTER with RECORDS RELEASE FORM and PLAINTIFF'S SECOND SET OF
REQUESTS FOR PRODUCTION TO DEFENDANT JP MORGAN CHASE BANK, N.A.,
INDIVIDUALLY/CORPORATELY AND AS TRUSTEE OF THE SOUTH TEXAS SYNDICATE
TRUST**


having first endorsed thereon the date of the delivery.

BEFORE ME, the undersigned authority, on this day personally appeared **Adil Tadli** who after being duly sworn on oath states: "My name is **Adil Tadli**. I am a person over eighteen (18) years of age and I am competent to make this affidavit. I am a resident of the State of Texas. I have personal knowledge of the facts and statements contained in this affidavit and aver that each is true and correct. I am not a party to this suit nor related or affiliated with any herein, and have no interest in the outcome of the suit. I am familiar with the Texas Rules of Civil Procedure, and the Texas Practice and Remedies Codes as they apply to service of process. I have never been convicted of a felony or of a misdemeanor involving moral turpitude."

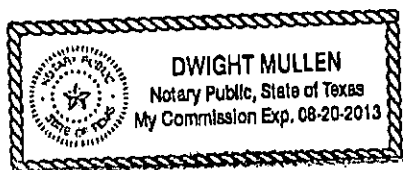
Adil Tadli


Of: **Dallas County**

By:


_____ **Authorized Person - SCH1206**

Subscribed and Sworn to by Adil Tadli, Before Me, the undersigned authority, on this 18TH day of November, 2011.




_____ **Notary Public in and for The State of Texas**

★ ★ ★
LOEWINSOHN FLEGLE DEARY
L · L · P

November 18, 2011

Pioneer Natural Resources USA, Inc.
c/o C T Corporation System
350 North St. Paul St., Ste. 2900
Dallas, TX 75201

Via Hand Delivery

Re: Notice of Record Request Pursuant to §59.006, Texas Finance Code

To Whom It May Concern:

We represent Plaintiff Emilie Blaze in Cause No. 2011-CI-10977; *John K. Meyer, et al. v. JP Morgan Chase Bank N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust and Gary P. Aymes*; in the 225th District Court, Bexar County, Texas ("Litigation"). JP Morgan Chase Bank N.A. ("JP Morgan") has been sued individually/corporately and in its capacity as Trustee of the South Texas Syndicate Trust.

In the Litigation, my client has requested discovery of records of JP Morgan relating to Pioneer Natural Resources USA, Inc. as a customer of the financial institution. A copy of our Request for Production #92 is attached.

Pursuant to §59.006, Texas Finance Code, you are hereby given notice of your rights as a customer under §59.006(e). You, as a customer, bear the burden of preventing or limiting the financial institution's compliance with a record request subject to §59.006 by seeking an appropriate remedy, including filing a motion to quash the record request or a motion for a protective order. Any motion filed shall be served on the financial institution and the requesting party before the date that compliance with the request is required. If we have not received your consent form, as requested below, by December 19, 2011, we will file a motion seeking an in camera inspection of the documents. The service address for JP Morgan, the financial institution, is:

JP Morgan Chase Bank N.A.
c/o Patrick K. Sheehan, Esq.
Hornberger Sheehan Fuller & Beiter Inc.
The Quarry Heights Building
7373 Broadway, Suite 300
San Antonio, TX 78209
Fax: 210-271-1730

Pioneer Natural Resources USA, Inc.
November 17, 2011
Page 2

The service address for Plaintiff, the requesting party, is:

Emilie Blaze
c/o Jim L. Flegle, Esq.
Loewinsohn Flegle Deary, LLP
12377 Merit Drive, Suite 900
Dallas, TX 75251
Fax: 214-572-1717

Further, my client requests your written consent authorizing JP Morgan to comply with the request. A consent form is enclosed. If you wish to consent to the release of the records my client has requested, please execute the attached consent form and return it to the undersigned by December 19, 2011.

If you have any questions, please do not hesitate to contact me.

Very truly yours,



Jim L. Flegle
(214) 572-1701
Email: jimf@LFDlaw.com

JLF/mlj

Consent for JP Morgan to Release Banking Records

I, _____, have capacity to act on behalf of Pioneer Natural Resources USA, Inc.. Pioneer Natural Resources USA, Inc. consents to the release of the records requested by the Plaintiffs in Request for Production #92 and hereby authorizes JP Morgan to comply with the Request and provide any documents covered by the Request to the Plaintiffs.

PIONEER NATURAL RESOURCES USA, INC.

By: _____
Printed Name: _____
Title: _____

EMILIE BLAZE,

Plaintiff,

v.

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

Defendants.

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IN THE DISTRICT COURT OF

225TH JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

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

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

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

REQUEST FOR PRODUCTION NO. 92:

All documents sufficient to identify any and all business or banking relationships by and between JP Morgan Chase Bank, N.A., or any of its affiliates, subsidiaries, or divisions and any entity having a leasehold or other interest in the Trust Assets, including but not limited to, the following entities and any of their affiliates, subsidiaries, divisions, joint venture interests, partnerships, or other business relationships:

- (a) Pioneer Natural Resources;
- (b) Petrohawk Energy Corporation; and
- (c) EOG Resources.

RESPONSE:

CERTIFICATE OF SERVICE

I certify that on June 10, 2011, this document was served on the following described parties in the manner indicated below:

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

Via Fax


Michael J. Donley

EXHIBIT 3

CAUSE NO. 2010-CI-10977

JOHN K. MEYER

VS.

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

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

**DEFENDANT JPMORGAN CHASE BANK, N.A.'S OBJECTIONS AND RESPONSES
TO PLAINTIFF EMILE BLAZE'S SECOND SET OF REQUESTS FOR PRODUCTION**

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

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER
& BEITER INCORPORATED**
7373 Broadway, Suite 300
San Antonio, Texas 78209
(210) 271-1700 Telephone
(210) 271-1730 Fax

By: _____

Patrick K. Sheehan
State Bar No. 18175500
Kevin M. Beiter
State Bar No. 02059065
David Jed Williams
State Bar No. 21518060
Mark A. Randolph
State Bar No. 00791484

ATTORNEYS FOR DEFENDANTS

CERTIFICATE OF SERVICE

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

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

VIA CERTIFIED MAIL R.R.R.

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

VIA CERTIFIED MAIL R.R.R.


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

VIA CERTIFIED MAIL R.R.R.

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

VIA CERTIFIED MAIL R.R.R.

on this 13th day of July, 2011.



Patrick K. Sheehan
David Jed Williams
Mark A. Randolph

**DEFENDANT'S RESPONSES AND OBJECTIONS TO PLAINTIFF'S SECOND SET OF
REQUESTS FOR PRODUCTION**

I. GENERAL OBJECTIONS AND REQUEST FOR PROTECTIVE ORDER

A. These Requests in some instances seek the production of information that would constitute an invasion of Defendants' (or other person's or entity's) personal rights of privilege, confidentiality, and privacy. Additionally, many of these Requests have questionable relevance to the subject matter of this case, are overly broad in scope and would unduly burden J.P. Morgan with the need to search for, organize, review and produce a massive amount of information and data from decades past at great time and expense. J.P. Morgan has filed a Second Motion for Protective Order, which Motion is incorporated herein by reference in its entirety, and J.P. Morgan objects to these discovery requests (where applicable) on each and all of the bases set forth in the Second Motion for Protective Order (and as provided below).

B. Defendant objects to the instructions contained in I. A. as same are unduly burdensome and harassing. Defendant will produce such information as it is kept in the ordinary course of its business or in such other format as may be convenient to Defendant or agreed to by the parties.

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

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

REQUEST FOR PRODUCTION NO. 87:

All documents or communications regarding, reflecting or concerning any report, physical model, survey, compilation of data, evaluation, or memorandum related to the Trust Assets.

OBJECTIONS:

Defendant objects to this Request on the following bases:

1. This Request is vague, undefined, non-specific, overly broad, harassing, and unduly burdensome.
2. This Request seeks information that is not relevant to the subject matter of this case for discovery purposes and is beyond the scope of discovery as confined by

the subject matter of this case. *See* TRCP 192 cmt. 1.

3. This Request seeks confidential, private, and/or proprietary information pertaining to the South Texas Syndicate Trust, its beneficiaries, and potentially other third parties. Accordingly, J.P. Morgan has filed a Second Motion for Protective Order and objects to further responding to this discovery request until such Motion has been determined and protections granted as requested therein.
4. All necessary parties (in excess of 200 beneficiaries of the South Texas Syndicate Trust) have not been joined and J.P. Morgan objects to producing information that may be confidential (or otherwise objectionable) to the other beneficiaries before they are joined and have the opportunity to be heard regarding any objections that they may have to the release of the requested information to Plaintiff.

CLAIM OF PRIVILEGE:

Subject to the above-objections and the Court's determination as to the proper scope of this Request and J.P. Morgan's obligations (if any) to further respond and produce documents thereunder, J.P. Morgan anticipates that documents responsive to this Request (or redacted information in such documents) have been or will be withheld from production under attorney-client and work product privileges.

REQUEST FOR PRODUCTION NO. 88:

All documents or communications regarding, reflecting or concerning any technical report, physical model, survey, compilation of data, evaluation, or memorandum related to the Trust Assets.

OBJECTIONS:

Defendant objects to this Request on the following bases:

1. This Request is vague, undefined, non-specific, overly broad, harassing, and unduly burdensome.
2. This Request seeks information that is not relevant to the subject matter of this case for discovery purposes and is beyond the scope of discovery as confined by the subject matter of this case. *See* TRCP 192 cmt. 1.
3. This Request seeks confidential, private, and/or proprietary information pertaining to the South Texas Syndicate Trust, its beneficiaries, and potentially other third parties. Accordingly, J.P. Morgan has filed a Second Motion for Protective Order and objects to further responding to this discovery request until such Motion has

been determined and protections granted as requested therein.

4. All necessary parties (in excess of 200 beneficiaries of the South Texas Syndicate Trust) have not been joined and J.P. Morgan objects to producing information that may be confidential (or otherwise objectionable) to the other beneficiaries before they are joined and have the opportunity to be heard regarding any objections that they may have to the release of the requested information to Plaintiff.

CLAIM OF PRIVILEGE:

Subject to the above-objections and the Court's determination as to the proper scope of this Request and J.P. Morgan's obligations (if any) to further respond and produce documents thereunder, J.P. Morgan anticipates that documents responsive to this Request (or redacted information in such documents) have been or will be withheld from production under attorney-client and work product privileges.

REQUEST FOR PRODUCTION NO. 89:

All documents or communications regarding, reflecting or concerning any industrial report, physical model, survey, compilation of data, evaluation, or memorandum related to the Trust Assets.

OBJECTIONS:

Defendant objects to this Request on the following bases:

1. This Request is vague, undefined, non-specific, overly broad, harassing, and unduly burdensome.
2. This Request seeks information that is not relevant to the subject matter of this case for discovery purposes and is beyond the scope of discovery as confined by the subject matter of this case. See TRCP 192 cmt. 1.
3. This Request seeks confidential, private, and/or proprietary information pertaining to the South Texas Syndicate Trust, its beneficiaries, and potentially other third parties. Accordingly, J.P. Morgan has filed a Second Motion for Protective Order and objects to further responding to this discovery request until such Motion has been determined and protections granted as requested therein.
4. All necessary parties (in excess of 200 beneficiaries of the South Texas Syndicate Trust) have not been joined and J.P. Morgan objects to producing information that may be confidential (or otherwise objectionable) to the other beneficiaries before they are joined and have the opportunity to be heard regarding any objections that

they may have to the release of the requested information to Plaintiff.

CLAIM OF PRIVILEGE:

Subject to the above-objections and the Court's determination as to the proper scope of this Request and J.P. Morgan's obligations (if any) to further respond and produce documents thereunder, J.P. Morgan anticipates that documents responsive to this Request (or redacted information in such documents) have been or will be withheld from production under attorney-client and work product privileges.

REQUEST FOR PRODUCTION NO. 90:

All documents or communications regarding, reflecting or concerning any engineering, geological or scientific information, report, physical model, survey, compilations of data, evaluation or memorandum (whether written, recorded, video-taped or otherwise preserved) related to The Trust Assets. This Request specifically includes, but is not limited to, any engineering or geological document available or reviewed prior to negotiating or considering agreements with any third parties, including Petrohawk Energy Corporation.

OBJECTIONS:

Defendant objects to this Request on the following bases:

1. This Request is vague, undefined, non-specific, overly broad, harassing, and unduly burdensome.
2. This Request seeks information that is not relevant to the subject matter of this case for discovery purposes and is beyond the scope of discovery as confined by the subject matter of this case. *See* TRCP 192 cmt. 1.
3. This Request seeks confidential, private, and/or proprietary information pertaining to the South Texas Syndicate Trust, its beneficiaries, and potentially other third parties. Accordingly, J.P. Morgan has filed a Second Motion for Protective Order and objects to further responding to this discovery request until such Motion has been determined and protections granted as requested therein.
4. All necessary parties (in excess of 200 beneficiaries of the South Texas Syndicate Trust) have not been joined and J.P. Morgan objects to producing information that may be confidential (or otherwise objectionable) to the other beneficiaries before they are joined and have the opportunity to be heard regarding any objections that they may have to the release of the requested information to Plaintiff.

CLAIM OF PRIVILEGE:

Subject to the above-objections and the Court's determination as to the proper scope of this Request and J.P. Morgan's obligations (if any) to further respond and produce documents thereunder, J.P. Morgan anticipates that documents responsive to this Request (or redacted information in such documents) have been or will be withheld from production under attorney-client and work product privileges.

REQUEST FOR PRODUCTION NO. 91:

All documents sufficient to determine the precise metes and bounds and total acreage of Trust Assets as of the date of the Response and any additions or subtractions thereto since the creation of the Trust.

OBJECTIONS:

Defendant objects to this Request on the following bases:

1. This Request is vague, undefined, non-specific, overly broad, harassing, and unduly burdensome.
2. This Request seeks information that is not relevant to the subject matter of this case for discovery purposes and is beyond the scope of discovery as confined by the subject matter of this case. *See* TRCP 192 cmt. 1.
3. This Request seeks confidential, private, and/or proprietary information pertaining to the South Texas Syndicate Trust and its beneficiaries. Accordingly, J.P. Morgan has filed a Second Motion for Protective Order and objects to further responding to this discovery request until such Motion has been determined and protections granted as requested therein.

RESPONSE:

Subject to and without waiving the foregoing objections and upon resolution of the matters therein by agreement or court order, Defendant will produce documents, if any, responsive to the request at a mutually convenient date, time and place.

REQUEST FOR PRODUCTION NO. 92:

All documents sufficient to identify any and all business or banking relationships by and between JPMorgan Chase Bank, N.A., or any of its affiliates, subsidiaries, or divisions and any

entity having a leasehold or other interest in the Trust Assets, including but not limited to, the following entities and any of their affiliates, subsidiaries, divisions, joint venture interests, partnerships, or other business relationships:

- (a) Pioneer Natural Resources;
- (b) Petrohawk Energy Corporation; and
- (c) EOG Resources.

OBJECTIONS:

Defendant objects to this Request on the following bases:

1. This Request is vague, undefined, non-specific, overly broad, harassing, and unduly burdensome.
2. This Request seeks information that is not relevant to the subject matter of this case for discovery purposes and is beyond the scope of discovery as confined by the subject matter of this case. *See* TRCP 192 cmt. 1.
3. This Request seeks confidential, private, and/or proprietary information pertaining to J.P. Morgan and the third parties identified in the request. Accordingly, J.P. Morgan has filed a Second Motion for Protective Order and objects to further responding to this discovery request until such Motion has been determined and protections granted as requested therein.
4. This Request seeks documents consisting of potential banking records for third parties. With respect to these requested records, Plaintiff has failed to satisfy the requirements of Tex. Fin. Code §59.006, and specifically, §§59.006(b), (c), and (d), which require that Plaintiff pay J.P. Morgan's costs and attorneys' fees, give notice to the affected possible customers of J.P. Morgan and give those customers an opportunity to consent or refuse to consent to the production of their records.



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

JOHN K. MEYER, ET. AL.

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IN THE DISTRICT COURT

VS.

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

225TH JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

NOTICE OF FILING AFFIDAVIT OF GARY P. AYMES

Now comes Defendants JPMorgan Chase Bank, N.A., Individually/Corporately, and as Trustee of the South Texas Syndicate Trust, and Gary P. Aymes, in the above styled and referenced cause, and file this Notice of Filing Affidavit of Gary P. Aymes.

Respectfully submitted,

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

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

By: _____

Patrick K. Sheehan
State Bar No. 18175500
Rudy A. Garza
State Bar No. 07738200
David Jed Williams
State Bar No. 21518060
Eduardo L. Morales
State Bar No. 24027527

ATTORNEYS FOR DEFENDANTS

FILED
DISTRICT CLERK
BEXAR CO., TEXAS
12 JUN 14 PM 1:31

DEPUTY
BY: *Rudy A. Garza*

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing NOTICE OF FILING AFFIDAVIT OF GARY P. AYMES was served on the following, as indicated, on this the 14th day of June 2012:

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


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

Mr. James L. Drought **VIA EMAIL**
DROUGHT DROUGHT & BOBBITT, LLP
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San Antonio, Texas 78205

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

Mr. George Spencer, Jr. **VIA EMAIL**
Mr. Jeffrey J. Towers
CLEMENS & SPENCER
112 East Pecan, Suite 1300
San Antonio, Texas 78205

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



Patrick K. Sheehan
David Jed Williams

CAUSE NO. 2010-CI-10977

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

AFFIDAVIT OF GARY P. AYMES

STATE OF TEXAS	§
	§
COUNTY OF BEXAR	§

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

1. My name is Gary P. Aymes. I am over eighteen years of age, I have never been convicted of a crime of moral turpitude, and I am of sound mind and competent and capable of making this Affidavit and have personal knowledge of the facts stated herein, which are true and correct.

2. I am employed by J.P. Morgan Chase Bank, N.A. (“JPMorgan”) as the Executive Director – Senior Trust Officer. My job duties and responsibilities include, but are not limited to, serving as the fiduciary officer primarily responsible for the administration of the South Texas Syndicate Trust (“STS”). I have been involved with STS in that role since mid-2008. Immediately prior to that time, Al Leach was the fiduciary officer primarily responsible for administration of STS.

3. The oil and gas leasing and administration aspects of STS are handled by Specialty Assets – Oil and Gas for J.P. Morgan which is currently located in Dallas, Texas. Patricia Schultz-Ormond worked in the San Antonio office and was primarily responsible for managing the mineral interests held by STS from her employment with J.P. Morgan in 2005 until she left employment at J.P. Morgan in September, 2009. From September, 2009 through the present, H.L. Tompkins has been primarily responsible for managing the STS mineral interests. Jason Beck has also had substantial involvement.

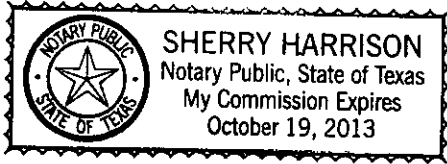
4. It is my understanding that Plaintiffs in this case are seeking the production of emails from various current and former J.P. Morgan employees. Below, I have provided information regarding the respective involvement (or non-involvement) with STS for the individuals from whom emails have been requested:

- a) Patricia Schultz-Ormond - worked in the San Antonio office as a mineral manager for Specialty Assets – Oil and Gas and was primarily responsible for management of the STS minerals from the time she became employed by the bank in October, 2005 until she left employment with J.P. Morgan in September, 2009.
- b) Jeremy Derington – was a mineral manager for Specialty Assets – Oil and Gas working in the San Antonio office under Ms. Schultz-Ormond. His involvement with STS would correspond with Ms. Ormond’s as to time frame.
- c) Gary Aymes – has been the trust officer primarily responsible for administration of STS since mid-2008.
- d) Colleen W. Dean – is a relationship manager whose involvement with STS would likely be from late 2005 forward.
- e) Sherry Harrison – is an assistant to Gary Aymes whose involvement with STS would coincide with his.
- f) H.L. Tompkins – is a mineral manager, Specialty Assets – Oil and Gas, who assumed primary responsibility for management of the STS minerals when Ms. Schultz-Ormond left employment with J.P. Morgan in September, 2009.

- g) Jason R. Beck – is a mineral manager, Specialty Assets – Oil and Gas, who assists in the management of STS minerals under Mr. Tompkins. His involvement with STS would begin after Ms. Schultz-Ormond left employment with J. P. Morgan in September, 2009.
- h) Charlotte K. Ray – is a Fiduciary Executive whose involvement with STS would likely be after 2008. Ms. Ray is not responsible for day-to-day management of STS.
- i) Debra M. Round – Executive Director whose involvement with STS would likely be after 2009. Ms. Round is not responsible for day-to-day management of STS.
- j) John C. Minter – my direct supervisor whose involvement with STS would likely be after 2009. Mr. Minter is not responsible for day-to-day management of STS.
- k) Kevin R. Smith – Kevin Smith was head of the Special Assets group that included Oil and Gas and was the direct supervisor of Bertram Hayes- Davis until 2011.
- l) Bertram Hayes-Davis – was head of Specialty Assets – Oil and Gas and was the direct supervisor of Patricia Schultz-Ormond and H.L. Tompkins from 2008 until 2012.
- m) Patrick J. Pacheco – is a J.P. Morgan wealth advisor with no direct involvement in STS.
- n) Aaron J. Reber – assumed the same position as Kevin Smith in 2011.
- o) John Flannery – was the trust officer primarily responsible for administration of STS until 2002.
- p) Louis Goldstein – is not a J.P. Morgan employee with STS involvement to my knowledge.
- q) Stuart Grady Atnipp – is not a J.P. Morgan employee with STS involvement to my knowledge.
- r) Joseph M. Finger – is not a J.P. Morgan employee with STS involvement to my knowledge.
- s) David Hereford – was head of Specialty Assets – Oil and Gas and direct supervisor for Patricia Schultz-Ormond until 2008.
- t) Sheri Anderson – is a mineral manager in the Specialty Assets – Oil and Gas with limited involvement in STS.

Gary P. Armes
Gary P. Armes

Sworn to and subscribed before me, a Notary Public, on this 14th day of June, 2012.



Sherry Harrison
Notary Public, State of Texas

I.

FACTUAL AND PROCEDURAL BACKGROUND

A. The Instant Lawsuit

Plaintiffs, as beneficiaries, allege causes of action against Defendants regarding the administration of the South Texas Syndicate Trust ("STS Trust"). On June 21, 2011, Cause No. 2011-CI-04747 was consolidated with the original lawsuit. Thereafter, additional beneficiaries have intervened seeking similar relief. Plaintiffs and Intervenors represent over 50% of the beneficial interest holders in the STS Trust.

Plaintiffs sued Defendants alleging a pattern of neglect, mismanagement and tortious behavior that has caused significant damage to the STS Trust assets and estate. Plaintiffs also seek a statutory accounting, the removal of Defendants as Trustee and judicial reformation of the STS Trust instrument to protect the beneficiaries' interests in the future, provide transparency, define the duties and responsibilities of the trustee, and ensure the efficient and proper administration of the STS Trust, among other things.

B. The Production to Be Compelled

Plaintiffs seek an order compelling JP Morgan to search for, obtain and produce ESI, including documents and information, responsive to discovery requests served on JP Morgan approximately one year ago.

Plaintiffs wrote the Defendants on December 22, 2011, proposing a protocol by which Defendants would search for, obtain, and produce ESI responsive to the previously served requests for production. *See* December 22, 2011 email from Donley to Williams, attached hereto as Exhibit A. Defendants provided no response to this proposed ESI protocol. Plaintiffs followed up by requesting responses from Defendants on March 19, March 22, April 3, April 5,

April 11, April 13, and April 16.¹ The Defendants have made no substantive response, proposed no alternative protocol, proposed no method by which costs might be saved, and prepared no method by which ESI might be identified more efficiently. Defendants only response was an email, sent April 13, which purports to describe the relationship of various document custodians to the STS trust. *See* April 13, 2012 email from Williams to Donley and Gollinger, attached hereto as Exhibit B.

To movants' knowledge, Defendants have performed no ESI searches or made any other attempt to locate/produce responsive ESI, despite their clear obligation to respond to Plaintiffs' discovery requests.

II.

ARGUMENTS AND AUTHORITIES

Plaintiffs are entitled to access the ESI generated and maintained in the ordinary course of administering the STS Trust for two reasons: (1) these documents are reasonably calculated to lead to the discovery of admissible evidence; and (2) Defendants have failed to respond with an ESI Proposal of their own.

A. Defendants should produce relevant ESI under TRCP 192 and 196.

1. The ESI identified using Plaintiffs' ESI Proposal is discoverable.

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

¹ Plaintiffs have attempted to engage Defendants to create cooperative solutions concerning ESI. In this regard, Plaintiffs have, for example, agreed to remove certain custodians and have provided a cutoff date to limit the timeframe for Defendants' search for ESI. *See, e.g.,* Letter from Donley to Williams dated April 16, 2012, attached hereto as Exhibit C. Plaintiffs continue to be receptive to cost efficient alternatives to collect and produce ESI.

There can be no question that JP Morgan's ESI pertaining to the STS Trust is discoverable because these electronically stored documents and information give a record of the actions taken, as well as those not taken, by Defendants in administering the STS Trust. This ESI is therefore squarely relevant to the dispute forming the basis of this lawsuit.

2. Defendants have refused to provide an ESI proposal of their own.

The Defendants have made no substantive objection to producing ESI, nor have they claimed that the ESI pertaining to the STS Trust is not discoverable. When asked during an April 13 teleconference to give an example of a hypothetical piece of ESI that 1) related to the STS Trust but 2) *wasn't* relevant to the claims and allegations brought by the Plaintiffs in this litigation, counsel for the Defendants was unable to provide an example. Instead, while essentially acknowledging the responsiveness of its STS trust related ESI, Defendants have failed to take *any* action to collect and to produce the discoverable ESI or to negotiate and agree on a protocol for ESI identification and production.

III.

CONCLUSION

For these reasons, Movants request that the Court order the Defendants to produce the ESI generated and maintained by Defendants in the course of administering the STS Trust, using the search terms/document custodians/protocol proposed by Plaintiffs on December 22, 2011, by no later than June 20, 2012, and grant such further relief to which Plaintiffs are entitled, including recovery of attorneys fees and costs.

DATE: May 11, 2012.

Respectfully submitted,

CLEMENS & SPENCER



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ATTORNEYS FOR PLAINTIFF
JOHN K. MEYER

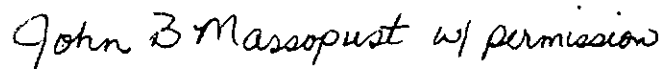
LOEWINSOHN FLEGLE DEARY, L.L.P.



DAVID R. DEARY
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JIM L. FLEGLE
State Bar No. 07118600
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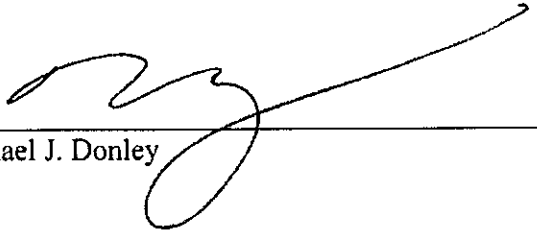
STEVEN J. BADGER
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Facsimile: 214-760-8994

ATTORNEYS FOR INTERVENORS

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing instrument has been served on the below listed counsel of record via facsimile, this 11th day of May 2012:

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



Michael J. Donley

EXHIBIT A


Michael Donley

From: Michael Donley
Sent: Thursday, December 22, 2011 4:46 PM
To: 'jwilliams@hsfblaw.com'
Cc: David Deary; Jim Flegle; 'Richard Tinsman'; 'James L. Drought (jld@ddb-law.com)'; 'George H. Spencer, Jr.'; Monica Johnson; 'Pat Sheehan'
Subject: Meyer/Blaze - Search Terms and Custodians
Attachments: Meyer-Blaze - Keywords and Custodians.docx

Jed - Pursuant to the Court's recent rulings regarding discovery, Plaintiffs' proposed initial search terms and custodians are attached.

Feel free to contact me with any questions.

Best,
Michael

 Michael Donley | Attorney | Loewinsohn Flegle Deary L.L.P.
o. 214-572-1728 | f. 214-572-1717 | e. <mailto:michaeld@lfdlaw.com>
www.lfdlaw.com

This communication may contain confidential or privileged information

A. Search Terms

1. Blaze
2. Meyer
3. "South Texas Syndicate"
4. STS
5. "STS Trust"
6. Petrohawk or "Petrohawk Energy Corporation" or "Petrohawk Properties, LP"
7. Pioneer or PNR or "Pioneer natural resources" or "PNR USA"
8. EOG or "EOG Resources"
9. Ormond or Schultz-Ormond or Schultz
10. Ordinary or "Ordinary management"
11. Extraordinary or "extraordinary services"
12. Routine or "Routine services"
13. 1951 or "1951 decree" or "1951 Order"
14. 1938 or "1938 Decision" or Helvering or "Hilvering v. Wasburn"
15. Beneficiary or "interest of beneficiary" or "best interest"
16. Calculation
17. Distribution
18. Geology or geologist or geological
19. Accountant or accounting or Carneiro or Chumney or CPA or "certified public accountant"
20. Audit or auditing
21. "Trust instrument"
22. Trust and code
23. Trust and act
24. Trust and law
25. Duty and trustee
26. Responsibility and trustee
27. Fee or fees or "trustee fees"
28. Gary or Aymes or "Gary P. Aymes"
29. Conflict or "conflict of interest"
30. "Self dealing" or "selfdealing" or "self-dealing"
31. Fiduciary or "fiduciary duty" or "trustee's fiduciary duty"
32. Mineral or "mineral estate" or "liquidate mineral"
33. Liquidate or liquidating or "liquidation of the assets"
34. IRS; "internal revenue service"
35. "Private letter ruling" or PLR
36. Successor and trustee
37. Ordinary and trust
38. Royalty and Trust
39. "Royalty trust"
40. "Reasonable compensation"
41. "Reasonable fee"
42. Judicial or "judicial reformation"
43. Court or "go to court"
44. Wasteful or inefficient
45. Fraud
46. Misrepresent or misrepresentation

47. "Delay rental" or rental or "rental payment"
48. Bonus
49. Legal and fee
50. "Legal fee" or "excessive legal fee"
51. "Land management principles"
52. Wildcat
53. Landman
54. "Lease term" or "market rate" or "market rate lease" or "market rate lease term" or Marketability
55. "Eagle Ford" or "Eagle Ford Shale" or shale
56. "Held by production"
57. Cullen or "Cullen lease"
58. "Horizontal severance" or "horizontal severance clause" or "severance clause"
59. "Gravity adjustment"
60. "Granting clause"
61. "Primary term"
62. "Secondary term"
63. "Royalty clause"
64. Lapsed
65. Neglect
66. Failure
67. "Lack of production"
68. "Point of payment"
69. Depth and restriction
70. "Expense reports"
71. Common and deductions
72. Price and oil
73. Price and gas
74. Price and liquids
75. "Contract price" and oil
76. "Contract price" and gas
77. "Contract price" and liquids
78. Pool or pooling or "pooled unit"
79. "Line of credit"
80. Ellsworth or "H.P. Ellsworth"
81. Derington or "Jeremy Derington"
82. Cusack or "Charles Cusack"
83. Bishop or "Harry Bishop" or "Bishop Petroleum, Inc."
84. Activa or "Activa Resources, LLC"
85. Hayes or "John Hayes"
86. Wilson or "Floyd Wilson"
87. Falcon
88. Coddou or "Stan Coddou"
89. Stoneburner or "Dick Stoneburner"

B. Custodians

1. Patricia Shultz-Ormond
2. Jeremy Derington
3. Gary Aymes
4. Colleen W. Dean
5. Sherry Harrison
6. H.L. Tompkins
7. Jason R. Beck
8. Charlotte K. Ray
9. Deborah M. Round
10. John C. Minter
11. Kevin R. Smith
12. Bertram Hayes-Davis
13. Patrick J. Pacheco
14. Aaron J. Reber
15. John Flannery
16. Louis Goldstein
17. Stuart Grady Atnipp
18. Joseph M. Finger

EXHIBIT B

Michael Donley

From: Jed Williams [jwilliams@hsfblaw.com]
Sent: Friday, April 13, 2012 3:09 PM
To: Michael Donley; Matt Gollinger
Cc: Pat Sheehan
Subject: Meyer - Blaze - JPM ESI

Michael and Matt:

During our last call, I agreed to provide some additional information to you concerning your list of possible custodians and the scope and time frame of their involvement in STS. Please see the following:

1. Patricia Schultz-Ormond - Pattie was primarily responsible for management of the STS minerals from the time she became employed by the bank in October, 2005. She left employment with the bank in September, 2009.
2. Jeremy Derington – Jeremy was a mineral manager who worked with Ms. Ormond in the San Antonio office. His involvement would correspond with Ms. Ormond's as to time frame.
3. Gary Aymes – Gary has been the trust officer for STS since mid-2008.
4. Colleen W. Dean – Colleen's involvement would likely be from late 2005 forward.
5. Sherry Harrison – Sherry is assistant to Gary and her involvement would coincide with his.
6. H.L. Tompkins – HL took over primary responsibility for management of the STS minerals when Pattie left in September, 2009.
7. Jason R. Beck – Jason's involvement would also be after Pattie left in September, 2009.
8. Charlotte K. Ray – Charlotte's involvement would likely be after 2008.
9. Deborah M. Round – involvement would likely be after 2009.
10. John C. Minter – also likely after 2009
11. Kevin R. Smith – Kevin Smith was head of the Special Assets group that included the oil and gas group.
12. Bertram Hayes-Davis – was head of oil and gas from 2008.
13. Patrick J. Pacheco – is a wealth advisor with no direct involvement in STS.
14. Aaron J. Reber – same position as Kevin Smith.
15. John Flannery – trust officer responsible for STS until 2002.
16. Louis Goldstein – not a JPM employee
17. Stuart Grady Atnipp – not a JPM employee
18. Joseph M. Finger – not a JPM employee

19. David Hereford – head of oil and gas prior to Hayes-Davis
20. Sheri Anderson – mineral manager with limited involvement in STS

David Jed Williams

Hornberger Sheehan Fuller Beiter
Wittenberg & Garza Incorporated
7373 Broadway, Suite 300
San Antonio, Texas 78209
Tel. (210) 271-1731
Fax (210) 271-1740
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Confidentiality Notice: The information contained in this electronic mail transmission is confidential and covered by the Electronic Communications Privacy Act, 18 U.S.C. Sec. 2510-2521. It may also be subject to the attorney-client privilege or be privileged work product or proprietary information. This information is intended for the exclusive use of the person(s) whose name(s) is/are indicated above. If the reader of this notice is not the intended recipient, or the employee or agent responsible for delivering the same to the intended recipient, you are hereby notified that any use, dissemination, distribution or copying of this information is strictly prohibited, and that the contents hereof are strictly confidential. If you have received this information in error, you are prohibited from making a hard copy of same or from in any manner disseminating or using the information contained herein. Please contact David Jed Williams at telephone number (210) 271-1731 or at e-mail address, jwilliams@hsflaw.com to indicate your receipt of this transmission.

Treasury Circular 230 Notice: Pursuant to Department of Treasury Circular 230, this electronic mail and any attachment hereto is not intended or written to be used, and may not be used by the recipient for the purpose of avoiding any Federal tax penalty which may be asserted.

EXHIBIT C

☆☆☆
LOEWINSOHN FLEGLE DEARY

L.L.P.

April 16, 2012

VIA FACSIMILE

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

Re: Cause No. 2011-CI-10977; *John K. Meyer, et al. v. JP Morgan Chase Bank N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust and Gary P. Aymes*; in the 225th District Court, Bexar County, Texas

Dear Jed:

This letter responds to your request of April 13, 2012 that Plaintiffs and Intervenor provide you with a proposed timeframe to limit searches of electronically stored information (ESI). In response to this latest request we propose that searches for ESI be limited to documents created from January 1, 2000 to the present.

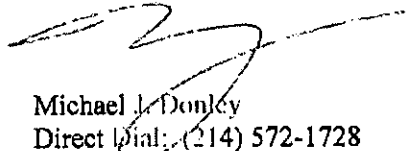
The timeframe proposed in this letter is limited to ESI and does not affect other forms of discovery in this case.

Our earlier proposal of keywords and custodians has limited the ESI we are seeking. On December 22, 2011, we forwarded our ESI proposal to you. In addition to the multiple times this topic has been raised during hearings, on March 19, 2012, March 22, 2012, April 3, 2012, April 5, 2012, April 11, 2006, and April 13, 2012 we requested a response and/or counterproposal regarding ESI from your clients.

We remain willing to reasonably evaluate any ESI proposal you make with regard to limitation of custodians, keywords and/or timeframes. We hope to reach an agreement on custodians and terms as soon as possible.

April 16, 2012
Page 2

Very truly yours,



Michael J. Donley
Direct Dial: (214) 572-1728
Email: michaeld@glfdlaw.com

MJD/arh

cc: Patrick K. Sheehan (via email)
George Spencer, Jr. (via email)
James L. Drought (via email)
Richard Tinsman (via email)
John B. Massopust (via email)
Matthew Gollinger (via email)

(Consolidated Under)
NO. 2010-CI-10977

JOHN K. MEYER, ET AL

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IN THE DISTRICT COURT

vs.

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

225th JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

SUPPLEMENT TO PLAINTIFFS' APPLICATION FOR
TEMPORARY INJUNCTION

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiffs, John K. Meyer, et al, file this their Supplement to their previously filed Application for a Temporary Injunction, continuing to assert and rely upon that Application, but additionally showing as follows:

1. The District Courts have broad statutorily conferred power to control the administration of trusts. This Court's jurisdiction over the South Texas Syndicate Trust and the Defendants is conferred by Texas Property (Trust) Code § 115.001(a) and includes, in an explicitly non-exhaustive listing, the power to:

- "(4) determine the powers, responsibilities, duties, and liability of a trustee;
- (6) make determinations of fact affecting the administration, distribution, or duration of a trust;
- (7) determine a question arising in the administration or distribution of a trust; [and]
- (10) surcharge a trustee."

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DEPUTY

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2012 JUN 18 PM 2:54

2. Section 114.008(a) further specifies that: “[t]o remedy a breach of trust that has occurred or might occur, the court may:

- (2) **enjoin** the trustee from committing a breach of trust;
- (3) **compel** the trustee to redress a breach of trust, including compelling the trustee to pay money or to restore property;
- (8) reduce or deny compensation to the trustee;
- (10) order any other appropriate relief.” (emphasis added)

The relief requested in the Plaintiffs’ Application for Temporary Injunction is within this statutorily conferred jurisdiction and, as a consequence, Plaintiffs do not need to establish the usual common law injunctive requirements such as irreparable injury/lack of an adequate remedy at law. *E.g., Marauder Corp. v. Beall*, 301 S.W.3d 817, 820 (Tex. App.—Dallas 2009, no petition); *see also* Texas Trust Act, Art. 7425b-24 (1943). The Texas Property (Trust) Code directly authorizes this Court to enter the temporary injunction which is being requested. And thus, under Texas law, the Court may enter Plaintiffs’ requested injunction without a showing of irreparable harm or lack of adequate remedy at law.

3. In addition, Texas courts and the foremost trust authorities recognize that when a beneficiary of a trust applies for an injunction to stop a trustee from paying for its legal fees from trust assets, the beneficiary need not demonstrate irreparable injury/lack of an adequate remedy at law. *See, e.g., 183/620 Group Joint Venture v. SPF Joint Venture*, 765 S.W.2d 901, 903-04 (Tex. App.—Austin 1989, writ dismissed w.o.j.) Bogert, *Trusts and Trustees* §§ 861, 870 (“If the beneficiary can show that an act contemplated by the trustee or a third person would amount to a breach of trust or otherwise prejudice the beneficiary,

equity may be induced to enjoin the performance of the act.”); William F. Fratcher, *Scott on Trusts* § 199.2 (4th Ed. 2007); *see also Gatlin v. GXG, Inc.*, 05-93-01852-CV, 1994 WL 137233, at *7 (Tex. App.—Dallas, no writ) (unpublished) (“The Austin Court of Appeals has recognized that an applicant for temporary injunctive relief need not show the inadequacy of its remedy at law in a case where the usages of equity require the granting of injunctive relief despite the existence of such a remedy.”).

4. Separately and independently, the Plaintiffs require injunctive relief to prevent the Defendants from continuing to violate or assisting in the violation of their fiduciary duties, including the Defendants’ duties and obligations to act in a fair and equitable manner as to the trust beneficiaries, place the interests of the trust beneficiaries before their own interests, not use the advantage of their position as fiduciaries to gain any benefits for themselves at the expense of the trust beneficiaries and not to place themselves in any position where their self interest conflicts or might conflict with their obligations as fiduciaries, and to fully and fairly disclose all important information concerning the trust to the trust beneficiaries. In their verified Application for Temporary Injunction and this verified Supplement, the Plaintiffs have demonstrated a probable right of recovery and likelihood of success on the merits. The beneficiaries of the STS Trust are suffering irreparable harm as their trust assets are being used against them. The Plaintiffs will suffer further imminent, irreparable harm without this Court’s intervention, and there is no adequate remedy at law since the trust funds will inherently be reduced, pending the final trial in this case, and will not be available in their entirety in the interim for the purposes for which they are held in trust.

5. As a direct and proximate result of the Defendants' wrongful actions as set out in the Application, the Plaintiffs have suffered and will continue to suffer imminent injury that will be irreparable and for which no remedy at law exists without the protections of the requested injunctive relief. The Plaintiffs are willing to post the necessary reasonable bond to facilitate the injunctive relief requested.

6. The only adequate, effective and complete relief to the Plaintiffs is to restrain the Defendants from further engaging in certain proscribed activities as follows: In order to preserve the status quo during the pendency of this action, the Plaintiffs seek a temporary injunction ordering and immediately restraining the Defendants from paying their litigation costs, attorney's fees, and other expenses incurred in this lawsuit out of the funds of the South Texas Syndicate Trust; requiring the Defendants to reimburse, out of their corporate/individual funds, the South Texas Syndicate Trust for all litigation costs, attorney's fees, and expenses associated with this lawsuit which have been paid already out of the funds of the South Texas Syndicate Trust; and require the Defendants to pay interest at the legal rate of 6% on such reimbursed sums.

Respectfully submitted,


David R. Deary
State Bar No. 05624900
Jim L. Flegle
State Bar No. 07118600
LOEWINSOHN FLEGLE DEARY, LLP
12377 Merit Dr., Suite 900
Dallas, Texas 75251
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CLEMENS & SPENCER
112 E. Pecan St., Suite 1300
San Antonio, Texas 78205
(210) 227-7121 – Telephone
(210) 227-0732 – Facsimile

By:



GEORGE H. SPENCER, JR.

State Bar No. 18921001

JEFFREY J. JOWERS

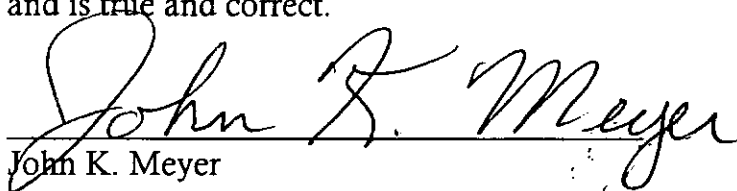
State Bar No. 24012932

ATTORNEYS FOR PLAINTIFFS

VERIFICATION

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Before me, the undersigned notary public, on this day personally appeared John K. Meyer, who being by me duly sworn deposed and said that he is a Plaintiff in the above-entitled and number cause, that he has read the above and foregoing Supplement to Application for Temporary Injunction and that every statement of fact contained therein is within his personal knowledge and is true and correct.

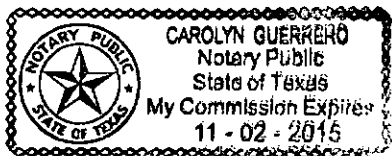


John K. Meyer

SWORN AND SUBSCRIBED to before me this 18th day of June, 2012.



Notary Public, State of Texas



CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing document has been sent *via Facsimile* on this the 18th day of June, 2012, to:

Charles "Boxy" Hornberger
Mark A. Randolph
Patrick K. Sheehan
David Jed Williams
HORNBERGER SHEEHAN FULLER & BEITER, INC.
The Quarry Heights Building
7373 Broadway, Suite 300
San Antonio, TX 78209
Facsimile No. (210) 271-1730



GEORGE H. SPENCER, JR.

(Consolidated Under)
2010-CI-10977

JOHN K. MEYER, ET AL

§
§
§
§
§
§
§
§
§

IN THE DISTRICT COURT

vs.

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

225th JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

THE STATE OF TEXAS
SUBPOENA

TO: Gary P. Aymes, Defendant
By and through his Attorneys of Record,
Patrick K. Sheehan
Kevin M. Beiter
David Jed Williams
Eduardo L. Morales
HORNBERGER FULLER SHEEHAN & BEITER, INC.
The Quarry Heights Building
7373 Broadway, Suite 300
San Antonio, TX 78209

BY DEPUTY

FILED
DISTRICT CLERK
BEXAR CO. TEXAS
2012 JUN -5 PM 3:15

Greetings:

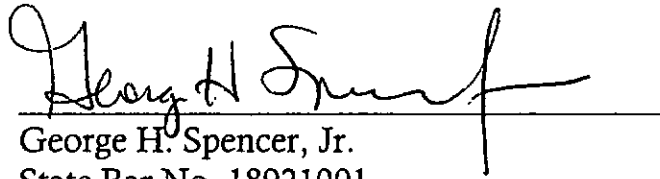
YOU ARE COMMANDED to appear and give testimony on Thursday, June 14, 2012 at 1:30 p.m. in the 37th Judicial District Court, Bexar County Courthouse, 100 Dolorosa, San Antonio, TX 78205 and testify in the above referenced matter. You must remain at the place of the hearing day to day until discharged by the court or by the party summoning you.

FAILURE TO OBEY THIS SUBPOENA MAY BE TREATED AS A CONTEMPT OF COURT. TEXAS RULE OF CIVIL PROCEDURE 176.8(a) PROVIDES AS FOLLOWS: 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 at the request of Plaintiffs, John K. Meyer, et al, whose attorney of record is George H. Spencer, Jr., Clemens & Spencer.

Date of Issuance: June 4, 2012

SUBPOENA ISSUED BY:

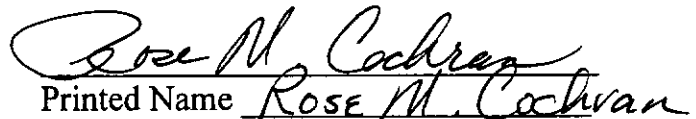


George H. Spencer, Jr.
State Bar No. 18921001
CLEMENS & SPENCER, P.C.
112 East Pecan St., Suite 1300
San Antonio, Texas 78205-1512
(210) 227-7121 - Telephone
(210) 227-0732 - Facsimile

**ATTORNEYS FOR PLAINTIFF JACK K.
MEYER and INTERVENORS, JOHN MEYER,
JR. and THEODORE MEYER**

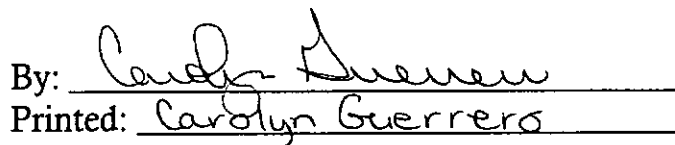
MEMORANDUM OF ACCEPTANCE

I accepted service of a copy of this subpoena and statutory fee on June 4th, 2012.


Printed Name ROSE M. Cochran

RETURN OF SUBPOENA

I certify that I served the attached subpoena by delivering a copy and the required fee of \$10.00 to Gary P. Aymes, by and through his attorneys of record, Patrick K. Sheehan, Kevin M. Beiter, David Jed Williams, Eduardo L. Morales, HORNBERGER FULLER SHEEHAN & BEITER, INC., The Quarry Heights Building, 7373 Broadway, Suite 300, San Antonio, TX 78209, on this 4th day of June, 2012 at 4:45 p.m. o'clock.

By: 
Printed: Carolyn Guerrero



CLEMENS & SPENCER

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
SUITE 1300
112 EAST PECAN STREET
SAN ANTONIO, TEXAS 78205-1512
(210) 227-7121 Telephone (210) 227-0732 Telecopier

ERNEST W. CLEMENS
(1897-1978)

GEORGE H. SPENCER
(RETIRED)

George H. Spencer, Jr.
spencer@clemens-spencer.com

July 2, 2012

Hon. David A. Berchelmann, Jr.
37th District Court Judge
Bexar County Courthouse
100 Dolorosa
San Antonio, TX 78205

via Hand-Delivery

Re: *John K. Meyer, et al v. JP Morgan Chase Bank, N.A., Individually/
Corporately and as Trustee of the South Texas Syndicate Trust and Gary P.
Aymes, Cause No. 2010-CI-10977, in the 225th District Court of Bexar
County, Texas
(Our File No. 2184-24286)*

Dear Judge Berchelmann:

The Plaintiffs' Application for Temporary Injunction is set for hearing before you on next Friday, July 6th at 1:30 p.m.

For your convenience, I enclose:

- Plaintiffs' Application for Temporary Injunction with authorities cited therein; and,
- Supplement to Plaintiffs' Application for Temporary Injunction with authorities cited therein.

Respectfully, .

CLEMENS & SPENCER

George H. Spencer, Jr.
George H. Spencer, Jr.

GHSjr/cg
Enclosure

FILED
DISTRICT CLEMENS
BEXAR CO. TEXAS
12 JUL -2 AM 9:38
DEPUTY
BY *[Signature]*

JUDGE DAVID A. BERCHELMANN, JR.

July 2, 2012

Page 2

cc: Patrick K. Sheehan (w/o enclosure)
HORNBERGER FULLER SHEEHAN & BEITER, INC.
The Quarry Heights Building
7373 Broadway, Suite 300
San Antonio, TX 78209
Via Facsimile (271-1730)

Steven J. Badger (w/o enclosure)
901 Main St., Suite 4000
Dallas, TX 75202
Via Facsimile (214) 760-8994

FILED
DISTRICT CLERK
BEXAR CO. TEXAS

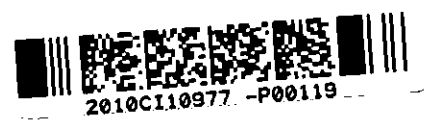
12 JUL -2 AM 9:38

DEPUTY

BY _____

CLEMENS & SPENCER
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
SUITE 1300
112 EAST PECAN STREET
SAN ANTONIO, TEXAS 78205

Hon. David A. Berchelmann, Jr.
37th District Court Judge
Bexar County Courthouse
100 Dolorosa
San Antonio, TX 78205



(Consolidated Under)
2010-CI-10977

JOHN K. MEYER, ET AL	§	IN THE DISTRICT COURT
	§	
vs.	§	
	§	
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

THE STATE OF TEXAS
SUBPOENA FOR PRODUCTION OF DOCUMENTS

TO: Custodian of Records for
 JP Morgan Chase Bank, N.A.,
 As Trustee of the South Texas Syndicate Trust, Defendant
 By and through its Attorneys of Record,
 Patrick K. Sheehan
 Kevin M. Beiter
 David Jed Williams
 Eduardo L. Morales
 HORNBERGER FULLER SHEEHAN & BEITER, INC.
 The Quarry Heights Building
 7373 Broadway, Suite 300
 San Antonio, TX 78209

FILED
 DISTRICT CLERK
 BEXAR CO. TEXAS
 2012 JUN -5 PM 3:15
 DEPUTY

YOU ARE COMMANDED to appear in the 37th Judicial District Court, Bexar County Courthouse, 100 Dolorosa, San Antonio, TX 78205, on Thursday, June 14, 2012, at 1:30 p.m., to attend and produce for inspection and copying documents or tangible things requested to be used as evidence at a hearing in this case. You must remain at the place of the hearing day to day until discharged by the court or by the party summoning you.

For purposes of this Subpoena, the "Litigation" shall refer to the following:

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

2. *Cause No. 2011-CI-04747; Emilie Blaze v. JPMorgan Chase Bank, N.A., et al.*, in the 225th Judicial District Court, Bexar County, Texas; and
3. *Cause No. 5:10-cv-00639-FB; John K. Meyer v. JP Morgan Chase Bank, N.A. Individually/Corporately and as Trustee of the South Texas Syndicate Trust and Gary P. Aymes*, in the United State District Court for the Western District of Texas; and
4. *Cause No. 04-11-00914-CV; In re JP Morgan Chase Bank, N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust and Gary P. Aymes*, in the Fourth Court of Appeals in San Antonio, Texas; and
5. *Cause No. 12-0008; In re JP Morgan Chase Bank, N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust and Gary P. Aymes*, in the Supreme Court of Texas.

Custodian of Records for JP Morgan Chase Bank, N.A., as Trustee of the South Texas Syndicate Trust is commanded to produce and permit inspection and copying of the following documents or tangible things:

1. Copies of any and all checks issued, wire transfers authorized, or other means of compensation in payment for any fees or expenses incurred by this Defendant in relation to the Litigation.
2. Any and all invoices and fee and expense statements from outside legal counsel including, Hornberger Fuller Sheehan & Beiter, Inc., Cox Smith Matthews, Langley & Banack, Inc., Jackson Walker, L.L.P., Hawkins Parnell Thackston & Young, LLP for any work performed in relation to the Litigation, both in Federal and State courts.
3. Any and all documents showing the amount of fees paid to or incurred with any experts engaged for purposes of the Litigation, including consulting experts. This is not a request for any information related to the identification of any consulting experts, but only a request for all amounts of fees paid to such experts.
4. Any and all documents, showing this Defendant's internal expenses incurred in relation to the Litigation, including but not limited to copying, fax, courier, telephone charges which were charged to the STS Trust.
5. Documents sufficient to calculate the amount of expense incurred by Defendants related to the Litigation: (1) that has been charged to the STS Trust; or (2) that Defendants intend to charge to the STS Trust.

FAILURE TO OBEY THIS SUBPOENA MAY BE TREATED AS A CONTEMPT OF

COURT. TEXAS RULE OF CIVIL PROCEDURE 176.8(a) PROVIDES AS FOLLOWS:

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.

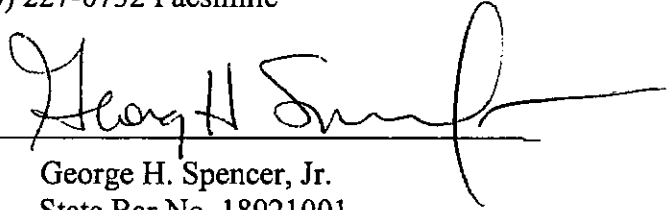
This subpoena is issued at the request of Plaintiffs, John K. Meyer, et al whose attorney of record is George Spencer, Clemens & Spencer, P.C., 112 East Pecan, Suite 1300, San Antonio, Texas 78205, (210) 227-7121.

Date of Issuance: June 4, 2012.

SUBPOENA ISSUED BY:

CLEMENS & SPENCER
112 East Pecan Street, Suite 1300
San Antonio, Texas 78205-1512
(210) 227-7121 Telephone
(210) 227-0732 Facsimile

By: _____

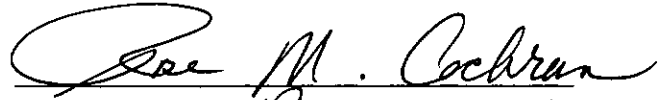


George H. Spencer, Jr.
State Bar No. 18921001

ATTORNEYS FOR PLAINTIFF JACK K.
MEYER and INTERVENORS, JOHN MEYER,
JR. and THEODORE MEYER

MEMORANDUM OF ACCEPTANCE

I accepted service of a copy of this subpoena and statutory fee on June 4th, 2012.



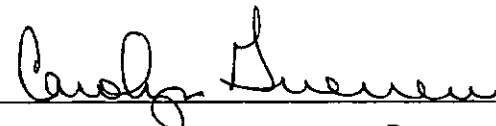
Printed Name _____

Rose M. Cochran

RETURN OF SUBPOENA

I certify that I served the attached subpoena by delivering a copy and the required fee of \$10.00 to ^{Custodian of Records for JP Morgan Chase Bank} Gary P. Aymes, by and through his attorneys of record, Patrick K. Sheehan, Kevin M. Beiter, David Jed Williams, Eduardo L. Morales, HORNBERGER FULLER SHEEHAN & BEITER, INC., The Quarry Heights Building, 7373 Broadway, Suite 300, San Antonio, TX 78209, on this 4th day of June, 2012 at 4:45 p.m., o'clock.

By: _____



Printed: _____

Carolyn Guerrero



(Consolidated Under)
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 §
and GARY P. AYMES §

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

FILED
DISTRICT CLERK
BEXAR CO. TEXAS
2012 JUL -5 P 4: 53
BY *Mona E. Papp*
DEPUTY

DEFENDANTS' MOTION FOR RECONSIDERATION/MOTION TO SUPPLEMENT RECORD REGARDING PLAINTIFFS' MOTION TO COMPEL PRODUCTION OF ELECTRONICALLY STORED INFORMATION ("ESI")

Defendants JPMorgan Chase Bank, N.A. in all capacities ("J.P. Morgan") and Gary P. Aymes ("Defendants") file this Motion for Reconsideration/Motion to Supplement Record Regarding Plaintiffs' Motion to Compel Production of Electronically Stored Information ("ESI").

I. SUMMARY OF MOTION

1.01

On June 14, 2012, the Court granted Plaintiffs' Motion to Compel Defendants to search for and retrieve ESI for eighteen (18) custodians over a twelve (12) year period and using eighty-seven (87) search terms. Defendants presented evidence at the hearing under TRCP 196.4 showing that these emails (even from 2005-2010) are: (1) not reasonably available for production in the ordinary course of business and (2) detailing the cumbersome and expensive process J.P. Morgan must go through to restore the emails for these custodians, and then search for and individually review these emails to produce the responsive ones. This evidence indicates that only a portion of the search demanded by Plaintiffs for this number of custodians (going back to only January, 2005) would likely produce in excess of 800,000 emails that will have to

be individually reviewed to determine whether they are relevant for production and contain privilege material.

1.02

At the hearing, Defendants argued that a more workable alternative exists and asked the Court for help in limiting the scope of the request, number of custodians, and time frame. Nevertheless, the Court ordered Defendants to comply with Plaintiffs' demand.

1.03

Following the hearing and despite J.P. Morgan's detailed evidence as to the cumbersome and time consuming process it would have to follow to retrieve the requested emails, Plaintiffs submitted to Defendants a proposed order which purports to require Defendants to produce this ESI in twenty (20) days. Plaintiffs proposed deadline is punitive, unreasonable, unworkable, and frankly, impossible for J.P. Morgan to meet. Plaintiffs know this.

1.04

Defendants object to Plaintiffs' proposed form of order and respectfully ask the Court to not sign any order before conducting a hearing for the purpose of reconsidering its prior ruling and receiving evidence regarding the time frame required for Defendants to comply.

II. PLAINTIFFS' PROPOSED TIME FRAME IS PUNITIVE, UNWORKABLE, UNREASONABLE, AND IMPOSSIBLE TO MEET

2.01

At the June 14th hearing, Plaintiffs presented no evidence and instead simply argued their Motion with a "theme" that Defendants are dragging their feet and have been unwilling to confer regarding a workable ESI search. This is not true or factually accurate. Defendants attempted to confer through multiple phone conferences and correspondence but could make no progress toward an ESI agreement because of Plaintiffs' unreasonable demands that Defendants produce

every single email pertaining in any way to the administration of the South Texas Syndicate (“STS”) from eighteen (18) custodians and for a twelve (12) year period.

2.02

Cognizant of the immense cost and extended time frame required for such an endeavor that is not narrowly tailored in any respect to obtain relevant information, Defendants could not agree to Plaintiffs’ proposal and could make no headway in persuading Plaintiffs to limit in any respect the scope or time frame of what they were requesting. Plaintiffs then argued the Motion to Compel to the Court on June 14, 2012 as if Defendants are the unreasonable parties who just don’t want to cooperate. Plaintiffs’ proposed order with a wholly unworkable and unreasonable twenty (20) day deadline is further evidence that Plaintiffs are the unreasonable parties here with regard to this ESI discovery issue.

2.03

The proposed ESI discovery must be considered under the applicable Texas Rules of Civil Procedure. TRCP 192.4 provides that: “The discovery methods permitted by these rules should be limited by the court if it determines, on motion or on its own initiative and on reasonable notice, that:

- (a) the discovery sought is unreasonably cumulative or duplicative, or is obtainable from some other source that is more convenient, less burdensome, or less expensive; or
- (b) 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.”

TRCP 196.4 provides specifically with regard to requests for ESI that:

[t]he responding party must produce the electronic or magnetic data that is responsive to the request and is reasonably available to the responding party in its ordinary course of business. If the responding party cannot - through reasonable efforts - retrieve the data or information requested or produce it in the form requested, the responding party must state an objection complying with these rules. If the court orders the responding party to comply with the request, the court must also order that the requesting party pay the

reasonable expenses of any extraordinary steps required to retrieve and produce the information.

2.04

Defendants timely objected to the discovery requests and filed motions for protective order in compliance with the rules. At the June 14th hearing, Defendants presented affidavit evidence from Gary P. Aymes to show that most of the custodians whose emails Plaintiffs' request have not been directly involved in administration of STS – thus, the potential gain from retrieving all of their emails during the relevant time frame to search was not worth the cost and effort in terms of retrieving potentially relevant emails. Defendants further presented evidence from Michael A. Varzally showing that the ESI responsive to Plaintiffs' requests is not reasonably available to Defendants in its ordinary course of business and that to complete Plaintiffs' requested search was prohibitively expensive and not worth that expense when less costly, more workable alternatives were available.

2.05

Defendants also discussed at the hearing that a workable plan does exist that would involve: (1) a more defined scope of discovery rather than all emails pertaining to STS administration; (2) fewer custodians to retrieve emails for who were the most directly involved in STS administration, such as Al Leach and Gary Aymes, who have been the primary trust officers for STS since 2002 and Patricia Schultz-Ormond and H.L. Tompkins, who have primarily administered the oil and gas interests of STS since 2005; and (3) a more reasonable time frame to focus on the time when there has been more significant oil and gas leasing and other activities pertaining to STS (January 1, 2005 through the date the suit was filed).

2.06

However, despite Defendants' evidence as to overly broad scope of the requested ESI search and the immense costs and obvious time delays of such an endeavor and the existence of a

more workable alternative, the Court granted Plaintiffs' Motion and asked Defendants to comply at their initial cost (in contravention of the mandatory language of TRCP 196.4).

2.07

No deadline for compliance was discussed or ordered by the Court during the hearing, yet Plaintiffs now propose an unreasonable and disingenuous deadline of twenty (20) days. In light of Plaintiffs' proposed order, Defendants asked Mr. Varzally to determine the length of time necessary to respond to what Plaintiffs demanded and what the Court ordered on June 14th. Mr. Varzally indicates in this affidavit (attached to and made a part of this Motion) that it will take J.P. Morgan approximately seven (7) to eight (8) months to restore, process, review and complete production of the anticipated volume of emails requested in this matter.¹

2.08

This is not an artificial time frame, but indicates the reality that the requested ESI is not reasonably available for production in the ordinary course of J.P. Morgan's business and of the enormous effort, time and cost required to comply with Plaintiffs' demands and the Court's ruling. First, all of the emails sent to or received by all of the custodians must be restored from archived sources, such as back-up tapes. Mr. Vrazally indicates that to retrieve the emails for these custodians from archived sources will take approximately eight (8) to ten (10) weeks to complete. Second, after the emails are restored, they are housed on a software platform where duplications are removed and search terms are applied. This process will take approximately three (3) weeks. Third, the emails must be individually reviewed to determine whether or not they are relevant and whether there are privileged emails. Based upon the number of custodians requested, and the number of months requested for each custodian, Mr. Varzally estimates that

¹ After relevant emails have completed first and second pass review, they can be produced in a "rolling production" sooner than 7-8 months; however, that is the time frame estimated to complete the project.

approximately 862,800 documents will need to be individually reviewed. First-level review is conducted by either domestic or offshore contract attorneys. After first-pass review, the documents are reviewed by outside counsel in a second-pass review. A single reviewer can review approximately 50 documents per hour. This means that it will take approximately 17,250 hours to review the anticipated 862,800 documents. J.P. Morgan would employ a team of approximately 25-30 contract attorneys to complete the first pass review, with additional personnel required for quality control and review. Using these contract, outside resources, it will take approximately four (4) to five (5) months to complete first and second pass review, with emails ready to produce on a rolling basis during that time period.

2.09

This additional evidence as to the length of time to produce the ESI, along with J.P. Morgan's prior evidence as to over breadth and cost of the production, illustrates the magnitude of what Plaintiffs are requesting in this lawsuit and what the Court has ruled. Plaintiffs proposal of a twenty (20) day deadline either shows that Plaintiffs really do not understand the magnitude of the work required to comply, or that they simply don't care and are trying to set J.P. Morgan up for a sanction hearing by including an ESI production deadline in their form of order with which it cannot comply.

2.10

Plaintiffs' argument appears to be simply that J.P. Morgan is a big company so they should be made to do what Plaintiffs demand, regardless of scope, breadth, relevance, costs, time involved, basic fairness, or the specific requirements of TRCP 194.2. However, the discovery rules and protections from abusive discovery contained in the rules apply to all litigants regardless of their size and resources and should be followed in every case.

2.11

The purpose of discovery is to allow parties to obtain potentially relevant evidence; however, TRCP 192.4 provides for a balanced approach and directs the Court to limit discovery where “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.” The burden and expense necessary to comply with Plaintiffs’ plan is significantly outweighed by its likely benefit. There is a more workable, less costly, and less time consuming alternative that will likely provide Plaintiffs with the bulk of potentially relevant evidence in a timelier manner at substantially less cost. In sum, Defendants ask the Court to set this matter for further hearing and to admit and consider Defendants’ additional evidence regarding time required and cost incurred for Defendants to comply and produce the ESI material prior to signing an order compelling discovery of ESI and that the Court reconsider and revoke in entirety its ruling of June 14, 2012.

2.12

As an alternative to the trial court having to deal with and resolve these technical, complex, and time consuming ESI discovery issues, TRCP 171 grants the Court the authority to appoint a special master in exceptional cases and for good cause. Additionally, Chapter 154 of the Texas Civil Practice and Remedies Code provides the Court with authority to refer a case to an impartial third party. “[C]ourts have found sufficient justification for the appointment of a master to supervise ‘discovery questions which require extensive examination of highly technical and complex documents by a person having both a technical and legal background.’” *In Re Harris*, 315 S.W. 3d 685, 705 (Tex. App. – Houston [1st Dist.] 2010, orig. proceeding). Because the ESI issues in this case are complex, time consuming, and involve matters that are presumably

not within the technical knowledge of the trial court, Defendants ask the Court to consider appointing a special master with both legal and technical knowledge and ESI experience and with limited powers to consider the ESI issues in this case and make orders to regulate and provide for the specifics of Defendants' ESI production.

WHEREFORE, Defendants pray for the relief requested herein and further pray for such other and further relief to which they may be entitled.

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER BEITER
WITTENBERG & GARZA INCORPORATED**
The Quarry Heights Building
7373 Broadway, Suite 300
San Antonio, Texas 78209
(210) 271-1700 - Telephone
(210) 271-1730 - Facsimile

By: 

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

ATTORNEYS FOR DEFENDANTS

FIAT

The foregoing is hereby set for hearing at 1:30 p.m. on July 18, 2012 in the 37th Judicial District Courtroom, Bexar County Courthouse, 100 Dolorosa, San Antonio, Texas.

JUL 05 2012

SIGNED on this ____ day of July, 2012.

DAVID A. BERCHELMANN, JR.
PRESIDING JUDGE
37th DISTRICT COURT
BEXAR COUNTY, TEXAS

JUDGE PRESIDING

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing was served on the following, as indicated, on July 5, 2012:

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

VIA FACSIMILE

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

VIA FACSIMILE

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

VIA FACSIMILE

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

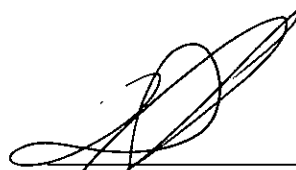
VIA FACSIMILE

Mr. George Spencer, Jr.
Mr. Jeffrey J. Towers
CLEMENS & SPENCER
112 East Pecan, Suite 1300
San Antonio, Texas 78205

VIA FACSIMILE

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

VIA FACSIMILE



David Jed Williams

EXHIBIT “A”

CAUSE NO. 2010-CJ-10977

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

AFFIDAVIT OF MICHAEL A. VARZALLY

STATE OF NEW YORK §
 §
COUNTY OF NEW YORK §

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

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

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

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

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

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

5. On June 14, 2012, I provided an Affidavit regarding the procedures and anticipated costs for JPMorgan to restore archived emails producing responsive emails for this case for sixteen (16) custodians and a time period of January 1, 2005 through July 2, 2010.¹ It is my understanding that the trial court in this matter has ordered production of emails for these custodians going back to January 1, 2000. Restoring these emails for this additional time period would add additional costs beyond the costs I provided in my prior affidavit.

6. In my prior affidavit, I detailed the process for restoring archived employee emails from Back-Up Tapes so that the emails can be extracted to a software platform for the Evidence Lab, where duplications are then removed and search terms applied. In my opinion, based upon my experience with similar projects for JPMorgan, the email restoration process to restore the emails for the relevant custodians from Back-Up Tapes following the procedures

¹ I understand Plaintiffs have requested and the trial court has ordered JPMorgan to provide information from January 1, 2000 through the present date.

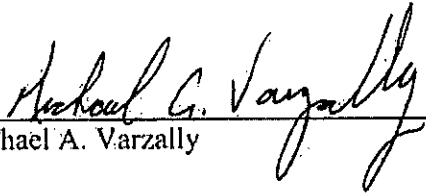
listed in my June 14, 2012 affidavit will take JPMorgan approximately eight (8) to ten (10) weeks to complete.

7. As I detailed in my June 14, 2012 affidavit, once the Backup Tapes are restored, e-mails must be extracted to a software platform, duplications removed, and search terms applied as well as hosted for review. I am not involved with document reviews after the initial restoration of e-mails. However, I understand based upon my experience working with and previously working with JPMorgan's litigation evidence lab that it will take approximately three (3) weeks to have duplications removed and search terms applied to the anticipated volume of emails from the number of custodians and months restored.

8. Based upon the number of custodians requested, and the number of months requested for each custodian, I estimate that approximately 862,800 documents will be hosted for review.² First-level review is conducted by either domestic or offshore contract attorneys. After first-pass review, the documents are reviewed by outside counsel in a second-pass review. It takes considerable time to complete review of 862,800 documents. Generally a single reviewer can review approximately 50 documents per hour. This means that it will take approximately 17,250 hours to review these documents. JPMorgan generally employs review teams of 25-30 reviewers to allow consistency of results. Thus, I understand from working with and previously working with JPMorgan's litigation evidence lab that it will take approximately four (4) to five (5) months to complete first and second pass review, with emails ready to produce on a rolling basis during that time period.

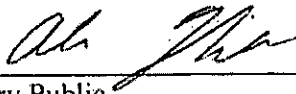
² This estimate was based upon a time frame of January 1, 2005 through July 2, 2010. This number would increase if the search goes back to January 1, 2000.

9. In sum, it will take JPMorgan approximately seven (7) to eight (8) months to restore, process, review and complete production of the anticipated volume of emails requested in this matter.



Michael A. Varzally

Sworn to and subscribed before me, a Notary Public, on this 5 day of ~~June~~^{July}, 2012.



Notary Public

ALAN ZHITOMIRSKY
Notary Public, State of New York
Qualified in Brooklyn County
No. 01ZH6259186
My Commission Expires 04-09-2016

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

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

**DEFENDANTS' OBJECTIONS TO SUBPOENAS, AND MOTION TO QUASH
AND FOR PROTECTIVE ORDER**

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES Defendant JPMorgan Chase Bank, N.A., Individually/Corporately, and as Trustee of the South Texas Syndicate Trust, and Gary P. Aymes (collectively referred to herein as "Defendants"), and file this their Objections, Motion to Quash and Motion for Protective Order regarding Plaintiff Jack K. Meyer, and Intervenors John Meyer Jr., and Theodore Meyer's Subpoena for Production of Documents to JPMorgan Chase Bank, N.A., as Trustee of the South Texas Syndicate Trust and Subpoena to Gary P. Aymes (collectively referred to herein as the "Subpoenas") pursuant to Texas Rules of Civil Procedure 176.6(d), 176.7 and 192.6.

I.

Plaintiff Jack K. Meyer, and Intervenors John Meyer Jr., and Theodore Meyer (collectively referred to herein as the "Meyer Plaintiffs") served the Subpoenas on Defendants' counsel by hand delivery on June 4, 2012.¹ The Subpoenas purport to command (i) Defendants' custodian of records to produce five (5) different categories of documents at the hearing currently set at 1:30 p.m. on June 14, 2012 in the 37th Judicial District Court of Bexar County, Texas (the "J.P. Morgan Subpoena"); and (ii) Defendant Gary P. Aymes to appear at the hearing

¹ A true and correct copy of the Subpoenas are attached hereto and incorporated herein as Exhibits "1," and "2."

currently set at 1:30 p.m. on June 14, 2012 in the 37th Judicial District Court of Bexar County, Texas (the “Aymes Subpoena”).

II.

Defendants object to the document requests contained in the J.P. Morgan Subpoena because they are unreasonably cumulative and duplicative, unduly expensive, harassing, overbroad, protected from disclosure by the attorney client and work product privileges, and seek to invade Defendants’ and other persons and entities’ personal, constitutional, and property rights. In addition, Defendants object to said document requests because they are excessively broad, not relevant to any issue joined in the lawsuit and will not lead to the discovery of admissible evidence and are not permitted under the Texas Rules of Civil Procedure.

III.

Defendants further object to the J.P. Morgan Subpoena because it attempts to utilize an impermissible procedure to secure documents from a party in direct violation of Texas Rule of Civil Procedure 196 and is therefore an attempt to circumvent the discovery rules and the protections and rights afforded J.P. Morgan thereunder. *See* TEX. R. CIV. PROC. 176, cmt. 2. Presumably, Plaintiffs have subpoenaed these documents for the June 14th hearing on their Application for Temporary Injunction. The Application was filed on October 25, 2011 and set for hearing on May 15, 2012, yet Plaintiffs waited until June 4, 2012 to subpoena these documents from parties. Plaintiffs have no excuse for waiting until ten (10) days before a hearing to subpoena these documents that are presumably in support of a motion filed back in October, 2011.

IV.

Defendants object to the Aymes Subpoena because requiring Mr. Aymes’ presence at the hearing on June 14, 2012, is unduly burdensome, harassing, and invasive of Mr. Aymes’

protected rights. Defendants further object to the Aymes Subpoena because it attempts to utilize an impermissible procedure to secure sworn testimony from a party in direct violation of Texas Rule of Civil Procedure 199 and is therefore an attempt to circumvent the discovery rules. *See* TEX. R. CIV. PROC. 176, cmt. 2.

V.

SPECIFIC OBJECTIONS TO DOCUMENT REQUESTS

REQUEST NO. 1:

Copies of any and all checks issued, wire transfers authorized, or other means of compensation in payment for any fees or expenses incurred by this Defendant in relation to the Litigation.

OBJECTIONS:

Defendant objects to this Request on the following bases:

1. This Request is overly broad, harassing, and unduly burdensome.
2. This Request seeks information that is not relevant to the subject matter of this case for discovery purposes and is beyond the scope of discovery as confined by the subject matter of this case. *See* TRCP 192 cmt. 1.
3. This Request seeks confidential, private, and/or proprietary information pertaining to the South Texas Syndicate Trust, its beneficiaries, and potentially other third parties.

REQUEST NO. 2:

Any and all invoices and fee and expense statements from outside legal counsel including, Hornberger Sheehan Fuller Beiter Wittenberg & Garza Incorporated, Cox Smith Matthews, Langley and Banack, Inc., Jackson Walker, L.L.P., Hawkins Parnell Thackston & Young, LLP for any work performed in relation to the Litigation, both in Federal and State courts.

OBJECTIONS:

Defendant objects to this Request on the following bases:

1. This Request is overly broad, harassing, and unduly burdensome.

2. This Request seeks information that is not relevant to the subject matter of this case for discovery purposes and is beyond the scope of discovery as confined by the subject matter of this case. *See* TRCP 192 cmt. 1.
3. This Request seeks confidential, private, and/or proprietary information pertaining to the South Texas Syndicate Trust, its beneficiaries, and potentially other third parties.

CLAIM OF PRIVILEGE:

Subject to the above-objections and the Court's determination as to the proper scope of this Request and J.P. Morgan's obligations (if any) to further respond and produce documents thereunder, J.P. Morgan anticipates that documents responsive to this Request (or redacted information in such documents) have been or will be withheld from production under attorney-client and work product privileges.

REQUEST NO. 3:

Any and all documents showing the amount of fees paid to or incurred with any experts engaged for purposes of the Litigation, including consulting experts. This is not a request for any information related to the identification of any consulting experts, but only a request for all amounts of fees paid to such experts.

OBJECTIONS:

Defendant objects to this Request on the following bases:

1. This Request is overly broad, harassing, and unduly burdensome.
2. This Request seeks information that is not relevant to the subject matter of this case for discovery purposes and is beyond the scope of discovery as confined by the subject matter of this case. *See* TRCP 192 cmt. 1.
3. This Request seeks confidential, private, and/or proprietary information pertaining to the South Texas Syndicate Trust, its beneficiaries, and potentially other third parties.

CLAIM OF PRIVILEGE:

Subject to the above-objections and the Court's determination as to the proper scope of this Request and J.P. Morgan's obligations (if any) to further respond and produce documents thereunder, J.P. Morgan anticipates that documents responsive to this Request (or redacted information in such documents) have been or will be withheld from production under attorney-client and work product privileges.

REQUEST NO. 4:

Any and all documents, showing this Defendant's internal expenses incurred in relation to the Litigation, including but not limited to copying, fax, courier, telephone charges which were charged to the STS Trust.

OBJECTIONS:

Defendant objects to this Request on the following bases:

1. This Request is overly broad, harassing, and unduly burdensome.
2. This Request seeks information that is not relevant to the subject matter of this case for discovery purposes and is beyond the scope of discovery as confined by the subject matter of this case. *See* TRCP 192 cmt. 1.
3. This Request seeks confidential, private, and/or proprietary information pertaining to the South Texas Syndicate Trust, its beneficiaries, and potentially other third parties.

RESPONSE:

Subject to and without waiving these objections, Defendants are not charging internal expenses incurred in relation to the Litigation to the STS trust and therefore have no documents responsive to this Request.

REQUEST NO. 5:

Documents sufficient to calculate the amount of expense incurred by Defendants related to the Litigation: (1) that has been charged to the STS Trust; or (2) that Defendants intend to charge to the STS Trust.

RESPONSE:

The STS trust annual and quarterly statements, which have been provided to Plaintiffs, identify all expenses, including expenses incurred relating to this litigation by Defendants, that have been charged to the STS trust.

VI.

WHEREFORE, PREMISES CONSIDERED, pursuant to TEX. R. CIV. PROC. 176.6(d), 176.7 and 192.6, Defendants object to the Subpoenas and respectfully request that the Subpoenas

be quashed and a protective order be issued protecting Defendants from having to comply with the Subpoenas. Further, Defendants seek such further relief at law or in equity to which they may be justly entitled.

Respectfully submitted,

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

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

By: /s/David Jed Williams

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

ATTORNEYS FOR DEFENDANTS

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing DEFENDANTS' OBJECTIONS TO SUBPOENAS, AND MOTION TO QUASH AND FOR PROTECTIVE ORDER was served on the following, as indicated, on this the 11th day of June 2012:

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

VIA EMAIL OR FACSIMILE

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

VIA EMAIL OR FACSIMILE

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

VIA EMAIL OR FACSIMILE

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

VIA EMAIL OR FACSIMILE

Mr. George Spencer, Jr.
Mr. Jeffrey J. Towers
CLEMENS & SPENCER
112 East Pecan, Suite 1300
San Antonio, Texas 78205

VIA EMAIL OR FACSIMILE

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

VIA EMAIL OR FACSIMILE

/s/David Jed Williams
Patrick K. Sheehan
David Jed Williams

EXHIBIT "1"

(Consolidated Under)
2010-CI-10977

JOHN K. MEYER, ET AL	§	IN THE DISTRICT COURT
	§	
vs.	§	
	§	
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

THE STATE OF TEXAS
SUBPOENA FOR PRODUCTION OF DOCUMENTS

TO: Custodian of Records for
JP Morgan Chase Bank, N.A.,
As Trustee of the South Texas Syndicate Trust, Defendant
By and through its Attorneys of Record,
Patrick K. Sheehan
Kevin M. Beiter
David Jed Williams
Eduardo L. Morales
HORNBERGER FULLER SHEEHAN & BEITER, INC.
The Quarry Heights Building
7373 Broadway, Suite 300
San Antonio, TX 78209

YOU ARE COMMANDED to appear in the 37th Judicial District Court, Bexar County Courthouse, 100 Dolorosa, San Antonio, TX 78205, on Thursday, June 14, 2012, at 1:30 p.m., to attend and produce for inspection and copying documents or tangible things requested to be used as evidence at a hearing in this case. You must remain at the place of the hearing day to day until discharged by the court or by the party summoning you.

For purposes of this Subpoena, the "Litigation" shall refer to the following:

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

2. Cause No. 2011-CI-04747; *Emilie Blaze v. JPMorgan Chase Bank, N.A., et al.*, in the 225th Judicial District Court, Bexar County, Texas; and
3. Cause No. 5:10-cv-00639-FB; *John K. Meyer v. JP Morgan Chase Bank, N.A. Individually/Corporately and as Trustee of the South Texas Syndicate Trust and Gary P. Aymes*, in the United State District Court for the Western District of Texas; and
4. Cause No. 04-11-00914-CV; *In re JP Morgan Chase Bank, N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust and Gary P. Aymes*, in the Fourth Court of Appeals in San Antonio, Texas; and
5. Cause No. 12-0008; *In re JP Morgan Chase Bank, N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust and Gary P. Aymes*, in the Supreme Court of Texas.

Custodian of Records for JP Morgan Chase Bank, N.A., as Trustee of the South Texas Syndicate Trust is commanded to produce and permit inspection and copying of the following documents or tangible things:

1. Copies of any and all checks issued, wire transfers authorized, or other means of compensation in payment for any fees or expenses incurred by this Defendant in relation to the Litigation.
2. Any and all invoices and fee and expense statements from outside legal counsel including, Hornberger Fuller Sheehan & Beiter, Inc., Cox Smith Matthews, Langley & Banack, Inc., Jackson Walker, L.L.P., Hawkins Parnell Thackston & Young, LLP for any work performed in relation to the Litigation, both in Federal and State courts.
3. Any and all documents showing the amount of fees paid to or incurred with any experts engaged for purposes of the Litigation, including consulting experts. This is not a request for any information related to the identification of any consulting experts, but only a request for all amounts of fees paid to such experts.
4. Any and all documents, showing this Defendant's internal expenses incurred in relation to the Litigation, including but not limited to copying, fax, courier, telephone charges which were charged to the STS Trust.
5. Documents sufficient to calculate the amount of expense incurred by Defendants related to the Litigation: (1) that has been charged to the STS Trust; or (2) that Defendants intend to charge to the STS Trust.

FAILURE TO OBEY THIS SUBPOENA MAY BE TREATED AS A CONTEMPT OF

COURT. TEXAS RULE OF CIVIL PROCEDURE 176.8(a) PROVIDES AS FOLLOWS:

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.

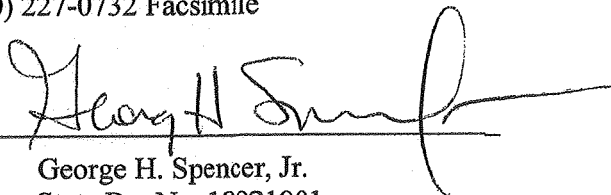
This subpoena is issued at the request of Plaintiffs, John K. Meyer, et al whose attorney of record is George Spencer, Clemens & Spencer, P.C., 112 East Pecan, Suite 1300, San Antonio, Texas 78205, (210) 227-7121.

Date of Issuance: June 4, 2012.

SUBPOENA ISSUED BY:

CLEMENS & SPENCER
112 East Pecan Street, Suite 1300
San Antonio, Texas 78205-1512
(210) 227-7121 Telephone
(210) 227-0732 Facsimile

By: _____



George H. Spencer, Jr.
State Bar No. 18921001

ATTORNEYS FOR PLAINTIFF JACK K.
MEYER and INTERVENORS, JOHN MEYER,
JR. and THEODORE MEYER

MEMORANDUM OF ACCEPTANCE

I accepted service of a copy of this subpoena and statutory fee on June 4th, 2012.

Printed Name _____

RETURN OF SUBPOENA

I certify that I served the attached subpoena by delivering a copy and the required fee of \$10.00 to Gary P. Aymes, by and through his attorneys of record, Patrick K. Sheehan, Kevin M. Beiter, David Jed Williams, Eduardo L. Morales, HORNBERGER FULLER SHEEHAN & BEITER, INC., The Quarry Heights Building, 7373 Broadway, Suite 300, San Antonio, TX 78209, on this 4th day of June, 2012 at _____ o'clock.

By: _____

Printed: _____

57016

**CLEMENS & SPENCER
A PROFESSIONAL CORPORATION**

112 EAST PECAN ST.
SUITE 1300 (210) 227-7121
SAN ANTONIO, TEXAS 78205

Broadway National Bank
P.O. Box 17001 • San Antonio, Texas 78217 • 210/283-6500

88-2193-1140

06/01/2012

PAY TO THE ORDER OF JP Morgan Chase Bank, N.A., Custodian of Records

\$ 10.00

DOLLARS

Ten Dollars and 00/100*****

JP Morgan Chase Bank, N.A., Custodian of Record

OPERATING ACCOUNT
[Signature]
AUTHORIZED SIGNATURE

MEMO

⑈057016⑈ ⑆114021933⑆ ⑈064902⑈

CLEMENS & SPENCER

57016

INVOICE	DATE	DESCRIPTION	INV. AMOUNT
	06/01/2012	2184-24286-Subpoena witness fee	10.00

Check# / Date 57016 06/01/2012 JP Morgan Chase Bank, N.A., Custodian of Records 10.00

Security features. Details on back.

EXHIBIT "2"

(Consolidated Under)
2010-CI-10977

JOHN K. MEYER, ET AL	§	IN THE DISTRICT COURT
	§	
vs.	§	
	§	
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

**THE STATE OF TEXAS
SUBPOENA**

TO: Gary P. Aymes, Defendant
By and through his Attorneys of Record,
Patrick K. Sheehan
Kevin M. Beiter
David Jed Williams
Eduardo L. Morales
HORNBERGER FULLER SHEEHAN & BEITER, INC.
The Quarry Heights Building
7373 Broadway, Suite 300
San Antonio, TX 78209

Greetings:

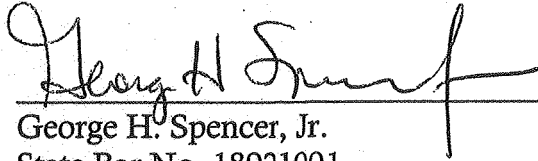
YOU ARE COMMANDED to appear and give testimony on Thursday, June 14, 2012 at 1:30 p.m. in the 37th Judicial District Court, Bexar County Courthouse, 100 Dolorosa, San Antonio, TX 78205 and testify in the above referenced matter. You must remain at the place of the hearing day to day until discharged by the court or by the party summoning you.

FAILURE TO OBEY THIS SUBPOENA MAY BE TREATED AS A CONTEMPT OF COURT. TEXAS RULE OF CIVIL PROCEDURE 176.8(a) PROVIDES AS FOLLOWS: 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 at the request of Plaintiffs, John K. Meyer, et al, whose attorney of record is George H. Spencer, Jr., Clemens & Spencer.

Date of Issuance: June 4, 2012

SUBPOENA ISSUED BY:



George H. Spencer, Jr.
State Bar No. 18921001
CLEMENS & SPENCER, P.C.
112 East Pecan St., Suite 1300
San Antonio, Texas 78205-1512
(210) 227-7121 - Telephone
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**ATTORNEYS FOR PLAINTIFF JACK K.
MEYER and INTERVENORS, JOHN MEYER,
JR. and THEODORE MEYER**

MEMORANDUM OF ACCEPTANCE

I accepted service of a copy of this subpoena and statutory fee on June 4th, 2012.

Printed Name _____

RETURN OF SUBPOENA

I certify that I served the attached subpoena by delivering a copy and the required fee of \$10.00 to Gary P. Aymes, by and through his attorneys of record, Patrick K. Sheehan, Kevin M. Beiter, David Jed Williams, Eduardo L. Morales, HORNBERGER FULLER SHEEHAN & BEITER, INC., The Quarry Heights Building, 7373 Broadway, Suite 300, San Antonio, TX 78209, on this 4th day of June, 2012 at _____ o'clock.

By: _____

Printed: _____

57014

**CLEMENS & SPENCER
A PROFESSIONAL CORPORATION**

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SUITE 1300 (210) 227-7121
SAN ANTONIO, TEXAS 78205

Broadway National Bank
P.O. Box 17001 • San Antonio, Texas 78217 • 210/283-6500

88-2193-1140

06/01/2012

PAY
TO THE
ORDER OF Gary P. Aymes

\$
\$10.00

DOLLARS

Ten Dollars and 00/100*****

Gary P. Aymes

[Signature]
OPERATING ACCOUNT
[Signature]
AUTHORIZED SIGNATURE

Security features: Details on back

MEMO

⑈057014⑈ ⑆114021933⑆ ⑈0664902⑈

CLEMENS & SPENCER

57014

INVOICE	DATE	DESCRIPTION	INV AMOUNT
06/01/2012	002184-024286-Subpoena witness fee		10.00

Check# / Date 57014 06/01/2012 Gary P. Aymes 10.00



(Consolidated Under)
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
and GARY P. AYMES

§
§
§
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IN THE DISTRICT COURT

225TH JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

Neeki J. Penner
BEXAR COUNTY CLERK
DEFUL

2012 JUL -6 AM 11:07

FILED
DISTRICT CLERK
BEXAR CO. TEXAS

**DEFENDANTS' RESPONSE TO PLAINTIFFS'
SUPPLEMENTAL APPLICATION FOR TEMPORARY INJUNCTION**

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COME, Defendants JPMorgan Chase Bank, N.A. in all capacities ("J.P. Morgan") and Gary P. Aymes (collectively referred to herein as "Defendants") and file this their Response to Plaintiffs' Supplemental Application for Temporary Injunction and with respect thereto, would show the Court as follows:

**I.
SUMMARY OF SUPPLEMENTAL RESPONSE**

1.01 Defendants fully incorporate herein their Response to Plaintiffs' Application for Temporary Injunction filed on June 14, 2012.

1.02 J.P. Morgan, as Trustee of the STS Trust, has the express authority under the Trust Agreement and TEXAS TRUST CODE §114.063 to charge the STS Trust for the attorneys' fees and litigation expenses it incurs in this suit.

1.03 Although the purpose of a Temporary Injunction is to maintain the status quo, Plaintiffs are attempting to alter the status quo by their request for a temporary injunction.

1.04 Plaintiffs have all but admitted that they have an adequate remedy at law, and as a result their request for temporary injunction should be denied. Neither Plaintiffs' Application for Temporary Injunction (the "Application") nor the Supplement to Plaintiffs' Application for

Temporary Injunction (“the Supplemental Application”) meet the prerequisite elements required for a temporary injunction, which elements include (i) a cause of action against the defendant (ii) a probable right to the relief sought, (iii) a probable, imminent, and irreparable injury in the interim, and (iv) no adequate remedy at law.

1.05 Plaintiffs’ reliance on *183/620 Group v. SPF*, 765 S.W.2d 901 (Tex. App.—Austin 1989, writ dismissed w.o.j.) is completely misplaced. Indeed, the case highlights the strength of Defendants’ position. The fiduciary in the *183/620 Group* case was *not* authorized to use the funds in question to pay for its legal defense. J.P. Morgan, as Trustee of the STS Trust, however, has the express authority under the Trust Agreement and TEXAS TRUST CODE §114.063 to charge the STS Trust for the attorneys’ fees and litigation expenses it incurs in this suit.

1.06 In their Supplemental Application, Plaintiffs have added a new ground for their claims for a temporary injunction against the Trustee. Plaintiffs now argue that because an injunction is a form of relief available in the Texas Trust Code, the Plaintiffs are excused from establishing the common law and statutory requirements for an injunction. As shown *infra*, this argument provides no basis for Plaintiffs’ position.

1.07 Plaintiffs’ claim for a mandatory injunction fails on the merits, and their request conclusively establishes that Plaintiffs have an adequate remedy at law.

1.08 Plaintiffs are requesting from this Court a type of relief that has not been provided in any reported Texas case. The Application is premature in that it attempts to abrogate and ignore Texas law that requires the involvement of the trial court and the jury *at the end* of the case to determine a proper award of attorneys’ fees and litigation expenses pursuant to TEX. TRUST CODE §§114.063 and 114.064.

II.

**J.P. MORGAN AS TRUSTEE IS EXPRESSLY AUTHORIZED
PURSUANT TO THE TRUST AGREEMENT AND THE TEXAS TRUST
CODE TO CHARGE ATTORNEYS' FEES AND COSTS TO THE STS TRUST**

2.01 The STS Trust expressly provides for the payment of attorneys' fees and costs in connection with the Trust properties. The STS Trust provides that the Trustee shall have the right of "[r]eimbursement for actual out-of-pocket expense and reasonable attorneys' and accountants' fees incurred in connection with the said [STS Trust] properties." See 1951 Judgment, p. 3. The Certificates of Beneficial Interest also provide that the "net proceeds derived from said [STS Trust] property, *after making suitable provision for anticipated expenses*, will be distributed from time to time to the beneficiaries according to their respective interests."

2.02 Further, J.P. Morgan in its capacity as Trustee, has the statutory authority under the Texas Trust Code to (i) employ attorneys, accountants and other agents reasonably necessary in the administration of the trust estate; and (ii) discharge or reimburse itself from the trust for advances made for (a) the convenience, benefit or protection of the trust or its property", and (b) for "expenses incurred while administering or protecting the trust or because of the trustee's holding or owning any of the trust property." TEX. TRUST CODE §§113.018, and 114.063.

2.03 Plaintiffs cite the *183/620 Group* case alleging that it supports their proposition that they are excused from pleading and producing competent evidence establishing (i) a probable, imminent, and irreparable injury in the interim, and (ii) no adequate remedy at law. The *183/620 Group* case did not involve a trust agreement and is clearly distinguishable from the case at bar. In the *183/620 Group* case, a project manager and several landowners signed various contracts for the sole purpose of improving the landowners' properties. 765 S.W.2d at 902. The landowners entrusted the project manager with control of large sums of money for the exclusive purpose of improving the landowners' properties. *Id.* The funds amounted to an escrow of funds to be used for the construction project. A dispute later arose between the project manager and

the landowners, which gave rise to the underlying lawsuit. *Id.* The landowners sought and the trial court granted a temporary injunction prohibiting the project manager from, among other actions, using the landowners' funds to defend itself. *Id.* Significantly, the contracts did not authorize the project manager to use the funds in defense of the lawsuit. Clearly, the Texas Trust Code was not applicable to the contracts between the parties or to the facts of that case.

2.04 The Austin Court of Appeals held that because the project manager was not authorized to use any of the landowners' funds to defend itself, the landowners were excused from pleading and proving that they had no adequate remedy at law as a precondition to the issuance of the injunction. *Id.* at 903. The Austin Court of Appeals reasoned that because the project manager was only authorized to use the landowners' funds to improve the property, the status quo was maintained by the project manager *not* using the funds for its defense. The *183/620 Group* court thereby preserved the status quo to ensure that the landowners' funds were only used for the "purposes for which they were delivered to the holder in the first place." *Id.* at 904.

2.05 Of course, in the instant case, J.P. Morgan is *explicitly authorized* to charge the STS Trust for its attorneys' fees and litigation expenses pursuant to (i) the Trust Agreement, and (ii) the Texas Trust Code. Indeed, the beneficiaries are entitled only to the "net proceeds" that is, the proceeds available after the payment of administration expenses. Furthermore, the status quo with respect to the STS Trust is that attorneys' fees and expenses have been paid since the inception of the Trust. Finally, the *183/620 Group* case provides no basis to excuse Plaintiffs from pleading and proving the elements of a temporary injunction.

2.06 The only other case cited by Plaintiffs in their Supplemental Application is the unpublished opinion, *Gatlin v. GXG, Inc.*, 05-93-01852-CV, 1994 WL 137233 (Tex. App.—Dallas, no writ)(unpublished). *Gatlin* was not a case involving a written trust agreement or the

Trust Code. *Gatlin* involved a claim where an individual defendant was accused of defrauding the plaintiff as a result of a business arrangement. The *Gatlin* court found that the plaintiff had shown irreparable injury and the lack of an adequate remedy at law. *Id.* at 21. *Gatlin* offers no assistance to the Plaintiffs' position.

III.
THE TEXAS TRUST CODE DOES NOT RELIEVE
THE PLAINTIFFS FROM PLEADING AND PROVING
THE REQUIREMENTS OF A TEMPORARY INJUNCTION

3.01 Understanding that the *183/620 Group* case does not provide the authority necessary to excuse compliance with the elements of a temporary injunction, Plaintiffs have developed a new argument. In their Supplemental Application, Plaintiffs for the first time argue that they are not required to establish the usual injunctive elements of irreparable injury and lack of an adequate remedy at law.

3.02 Plaintiffs cite to *Marauder v. Beal*, 301 S.W.3d 817 (Tex. App.—Dallas 2009, no pet.) to support their proposition that they are somehow excused from the requirement to plead and offer credible evidence establishing (i) a cause of action against the defendant (ii) a probable right to the relief sought, (iii) a probable, imminent, and irreparable injury in the interim, and (iv) no adequate remedy at law. The *Marauder* case is factually inapposite and provides no support in any event. The *Marauder* case is not a temporary injunction case. Instead it involves a permanent injunction issued *after* a jury trial.

3.03 Factually, *Marauder* was a collections agency sued by a debtor who alleged violations of the Texas Debt Collection Act ("TDCA") and the Texas Deceptive Trade Practices Act ("TDPA"). 301 S.W.3d at 819. After a jury trial, the jury found that *Marauder* had violated specific provisions of the TDCA and the TDPA. *Id.* The trial court then rendered a judgment awarding the debtor money damages and enjoining the collections agency from collecting any future consumer debts without having an appropriate bond. *Id.* at 819-820.

3.04 Plaintiffs confuse the jurisdictional authority of this Court as set forth in TEX. TRUST CODE §115.001(a) with the holding in *Marauder*, which involved express violations of a specific statute (the requirement to have a bond). Plaintiffs have not plead any violation of a specific provision of the Texas Trust Code which has been violated to the type of injunction they seek. Indeed, as noted *supra*, the Texas Trust Code authorizes the conduct by the Trustee that is the subject of the Application.

3.05 This Court clearly has jurisdiction to make determinations concerning the administration of the Trust, and this Court has the permissive authority to issue an injunction; however, Plaintiffs are required to plead and prove the common law elements of an injunction in order to have this Court issue a temporary injunction. See *GADV, Inc. v. Beaumont Indep. Sch. Dist.*, 2011 WL 6229786, at *1–4 (Tex. App.—Beaumont 2011, no pet.) (mem.op.) (concluding applicability of general injunction elements turns on whether injunction statute is permissible or mandatory and holding applicant for injunction under the Education Code must establish those elements); *GATX Leasing Corp. v. DBM Drilling Corp.*, 657 S.W.2d 178, 180–81 (Tex. App.—Dallas 1983, no writ) (concluding general equitable elements apply when statutory injunction is permissive).

3.06 Acceptance of Plaintiffs’ position would lead to the absurd result that in any breach of fiduciary duty case against a trustee, a beneficiary could enjoin a trustee from defending itself using trust assets without the beneficiaries’ having to plead and prove the elements of a temporary injunction. Every plaintiff beneficiary would file such a temporary injunction in every breach of fiduciary duty case. This is simply not the law in Texas, and Plaintiffs have not provided this Court with any authority upholding this insupportable position.

IV.

**PLAINTIFFS HAVE FAILED TO ADEQUATELY PLEAD
THE REQUIRED ELEMENTS OF A TEMPORARY INJUNCTION**

4.01 A temporary injunction is an extra-ordinary remedy and does not issue as a matter of right. *See Walling v. Metcalfe*, 863 S.W.2d 56, 57 (Tex. 1993). At the end of their Supplemental Application, Plaintiffs state that “separately and independently” they “plead” the required elements of a temporary injunction. Their position is that they are suffering irreparable harm because their trust assets are being used against them and that they have no adequate remedy at law because the trust assets will inherently be reduced. This is not a pleading of irreparable harm. It is simply recognition that the Trust Instrument and the Texas Trust Code specifically authorize the payment of attorneys’ fees and expenses out of the Trust assets. To prove an inadequate remedy at law, Plaintiffs must plead and prove that their damages are incapable of calculation or that J.P. Morgan is incapable of responding in damages. *See Telephone Equipment Network, Inc. v. TA/Westchase Place, Ltd.*, 80 S.W.3d 601, 610-611 (Tex. App.—Houston [1st. Dist.] 2002, no pet.). Plaintiffs have done neither. The amount of the attorneys’ fees and litigation expenses are certainly capable of easy calculation and appear on statements regularly provided to Plaintiffs. More importantly, Plaintiffs are fully aware that J.P. Morgan is solvent and that they have an adequate remedy at law.

V.

PLAINTIFFS ARE TRYING TO ALTER THE STATUS QUO

5.01 The purpose of a temporary injunction is to preserve the status quo pending a trial on the merits. *See Walling v. Metcalfe*, 863 S.W.2d at 56, 58 (Tex.1993). Plaintiffs must show they have no adequate remedy at law, and therefore, the preservation of the status quo is necessary in order to ensure that the Court has the ability to render meaningful relief should the Plaintiffs carry their burden of proof at trial. *See LeFaucheur v. Williams*, 807 S.W.2d 20, 22

(Tex. App.—Austin 1991, no writ); *Bagley v. Higginbotham*, 353 S.W.2d 868, 869 (Tex. Civ. App.—Beaumont 1962, writ ref'd n.r.e.).

5.02 Pursuant to the terms of the Trust, attorneys' fees and accounting fees related to the Trust have been paid out of the Trust since its inception. Indeed, Plaintiffs admit (and the Trustee does not deny) that attorneys' fees and litigation expenses have been paid out of the Trust since the inception of this litigation, which was filed by the Plaintiffs on March 22, 2011. The status quo is clear. Plaintiffs' application, rather than seeking to "maintain" the status quo, instead improperly seeks to "change" the status quo by causing the termination of the payment of fees currently being paid out of the Trust. *See Butnaru v. Ford Motor Co.*, 84 S.W.3d 198, 204 (Tex. 2002); *Metcalfe*, 863 S.W.2d at 58. Consequently, the requested temporary injunction would not be authorized relief even if the Plaintiffs were capable of proving the "irreparable harm" and "in adequacy of remedy" elements.

VI.

PLAINTIFFS' CLAIMS FOR REIMBURSEMENT FOR PAST FEES AND EXPENSES (PLUS INTEREST) IS NOT SUBJECT TO A MANDATORY INJUNCTION

6.01 Plaintiffs request injunctive relief requiring the Trustee to act affirmatively in reimbursing the STS Trust for all of its attorneys' fees and litigation expenses (plus interest) already paid out of the STS Trust. This requested relief is not temporary injunctive relief, but more in the nature of a surcharge against the Trustee for money damages. While this relief could conceivably be appropriate in the unlikely event that Plaintiffs were successful in proving all of their contentions at trial, it is not appropriate as a claim for a temporary injunction. To the extent the allegations request a mandatory injunction, J.P. Morgan incorporates the arguments and authorities referenced *supra*.

6.02 Texas law is clear that a trial court can only issue a mandatory injunction upon a showing that the mandatory order is necessary to prevent irreparable injury or extreme hardship.

See *LeFaucheur v. Williams*, 807 S.W.2d at 22; *RP&R, Inc. v. Territo*, 32 S.W.3d 396, 400 (Tex. App.—Houston [14th Dist.] 2000, no pet.) (trial court erred in issuing mandatory injunction requiring company to continue to pay former employees' salary because the mandatory injunction changes the status quo and should be granted only with a clear and compelling presentation of extreme necessity or hardship). *LeFaucher* is instructive because the Austin court went on to hold that when a party makes a request for the cash value of the subject of the claim, the party "conclusively establishes that his injuries are compensable by money damages so that he had an adequate remedy at law." 807 S.W.2d at 23. Because Plaintiffs have sought mandatory injunctive relief requiring J.P. Morgan to reimburse all attorneys' fees and litigation costs already paid out of the STS Trust, Plaintiffs have conclusively established that their injuries are compensable by money damages; therefore, they have conclusively admitted that they have an adequate remedy at law. *Id.* There is simply no basis for the requested mandatory injunctive relief.

VII.

A DETERMINATION REGARDING THE AWARDING OF ATTORNEYS' FEES AND COSTS CAN ONLY BE MADE AT THE CONCLUSION OF THE CASE

7.01 A determination as to whether J.P. Morgan should reimburse its attorneys' fees and litigation expenses in defending this suit is premature and can only be made after the fact finder and court have made substantive determinations regarding the disputes. See *Moody Foundation v. Moody*, 1999 WL 1041541 at *5 (Tex. App.—Austin 1999, pet. denied); *DuPont v. Southern Nat'l Bank*, 575 F.Supp. 849, 864 (S.D.Tex.1983), *modified*, 771 F.2d 874 (5th Cir.1985); *Grey v. First Nat'l Bank*, 393 F.2d 371, 387 (5th Cir.1968). Indeed, Plaintiffs admit that whether a trustee acted reasonably and in good faith in defending charges of breach of fiduciary duty is inherently a time consuming and intensive matter which must be determined on a case by case basis. See *American National Bank of Beaumont v. Biggs*, 274 S.W.2d 209 (Tex.

Civ. App.—Beaumont 1954, writ ref'd n.r.e); (Plaintiffs' Application for Temporary Injunction at p. 3).

7.02 The Application seeks to determine prematurely whether the attorneys' fees and litigation expenses incurred by J.P. Morgan as Trustee of the STS Trust were reasonable and necessary pursuant to TEX. TRUST CODE §114.064. The determination of an award of attorneys' fees pursuant to TEX. TRUST CODE §114.064 requires a two step process: (i) the award of attorneys' fees that are both reasonable and necessary to the litigation of a particular claim presents a question of fact for the jury to decide; and (ii) the total amount of attorneys' fees that are equitable and just presents a question of law committed to the trial court's discretion. *See Ridge Oil Co. v. Guinn Invs., Inc.*, 148 S.W.3d 143, 161 (Tex. 2004); *Bocquet v. Herring*, 972 S.W.2d 19, 21 (Tex. 1998); *In re Lesikar*, 285 S.W.3d 877, 584 (Tex. App.—Houston [14th Dist.] 2009, no pet.). The trial court has discretion to award attorneys' fees in an amount less than or equal to the amount determined by the jury to be reasonable and necessary. *See Ridge Oil Co. v. Guinn Invs., Inc.*, 148 S.W.3d 143, 161-162 (Tex. 2004).

7.03 The relief Plaintiffs request, the timing thereof, and the injunction vehicle they use to seek such relief, completely disregard the seminal role the court plays at the conclusion of the case in determining an award of attorneys' fees under TEX. TRUST CODE §114.064. The payment of attorneys' fees incurred in the defense of the STS Trust is an administrative expense of the Trust that is authorized by the Trust Agreement and the Texas Trust Code. The Plaintiffs' claims for relief are an attempt to shift the burden of authorized expenses to J.P. Morgan in its corporate capacity. In essence, the Plaintiffs are attempting to make a claim for the recovery of attorneys' fees against J.P. Morgan on behalf of the STS Trust. This they cannot do.

VIII.
CONCLUSION

8.01 The first place to look in order to evaluate the propriety of the Trustee's payment of attorneys' fees and litigation expenses is the Trust Agreement, which clearly and unequivocally authorizes the Trustee to reimburse itself for its reasonable attorneys' fees incurred in connection with the trust properties. Additionally, the Texas Trust Code authorizes the Trustee to employ attorneys and pay attorneys' fees and expenses from the assets of the Trust. In spite of these express authorizations and without citing to any relevant Texas legal authority, Plaintiffs ask this court to enter an injunction prohibiting payment of attorneys' fees and litigation expenses prior to the conclusion of the case.


8.02 Plaintiffs "supplemental authorities" do not provide any basis for the relief they have requested, and indeed Plaintiffs tacitly admit that they have an adequate remedy at law. Moreover, instead of seeking to maintain the status quo (as is required) to request an injunction, they seek to alter the status quo, and Defendants categorically deny any improper conduct in the litigation. Plaintiffs' suggestion that Defendants' litigation conduct somehow justifies an injunction is completely inappropriate and not supported by Texas law. Finally, the basis for any award of attorneys' fees and expenses must be determined at the conclusion of the case, in the sound discretion of the court, after appropriate findings have been made in accordance with Texas law.

WHEREFORE, PREMISES CONSIDERED, Defendants pray that Plaintiffs' Application for Temporary Injunction be in all things denied. Defendants further pray for such other and further relief to which they may be entitled.

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER BEITER
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ATTORNEYS FOR DEFENDANTS

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing Defendants' Response to Plaintiffs' Supplemental Application for Temporary Injunction was served on the following, as indicated, on this the 6th day of July 2012:

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