

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

CRT 3

225th JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

BY
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PLAINTIFFS' UPDATE ON THE RESULTS OF THE OPT-IN PROCESS

On August 18, 2011, the Court heard the Pleas in Abatement filed by Defendants JP Morgan Chase Bank, N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust and Gary P. Aymes (collectively "Defendants") on July 11, 2011 and August 11, 2011.

The Court ordered Plaintiffs' counsel to send a letter to all beneficiaries of the South Texas Syndicate Trust who are not parties to this action, advising them that this action is pending in the District Court of Bexar County, Texas, and enclosing copies of the live pleadings of Plaintiffs and Defendants that were on file as of August 18, 2011. The Court further ordered Plaintiffs' counsel to inform each beneficiary that he/she has a right to "opt in" (join as a party) or to "opt out" (not join as a party), and that if a beneficiary wishes to "opt in", notification was to be mailed to Plaintiffs' counsel within 30 days.

On September 26, 2011, the Court entered an order extending the deadline for beneficiaries of the STS to return their opt-in forms to Friday, October 21, 2011. Finally, the Court held that, at the conclusion of the opt-in process, the Court would hold a hearing on

Defendants' motions to abate and consider the remaining motions that were pending as of August 18, 2011. In accordance with the Court's Orders, Plaintiffs file this update and provide the attached evidence with regard to the results of the opt-in process.

II.

RESULTS OF THE OPT-IN PROCESS

Since the hearing on the motions that were pending as of August 18, 2011, Plaintiffs sent letters to all beneficiaries of the South Texas Syndicate Trust who are not parties to this action advising them that this action is pending in the District Court of Bexar County, Texas, and enclosing an opt-in form and copies of the live pleadings of Plaintiffs and Defendants that were on file as of August 18, 2011.

Plaintiffs expended significant resources answering questions from STS Trust beneficiaries and coordinating the opt-in procedure. Certain STS Trust beneficiaries organized a meeting in San Antonio to discuss various issues, including the pendency of this lawsuit.

The response from STS beneficiaries has been that one-hundred and forty-one beneficiaries opted in representing well over 50% of the interests in the STS Trust. On information and belief, the total beneficiaries who have opted in represent over 70% of the shares in the STS Trust.¹

¹ Exhibit A contains a list of the beneficiaries who have opted in. We believe an additional two dozen beneficiaries will also opt in in the very near future.

III.

CONCLUSION

Because Plaintiffs have the independent right to pursue their claims and because of the impressive proportion of the beneficial interests of the STS Trust that have chosen to opt in pursuant to the Court's previous order, Plaintiffs respectfully request that discovery in this case proceed immediately.

DATE: November 7, 2011.

Respectfully submitted,

CLEMENS & SPENCER


GEORGE SPENCER, JR.

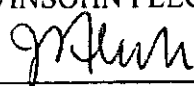
State Bar No. 18921001
112 E. Pecan St., Suite 1300
San Antonio, Texas 78205
Telephone: (210) 227-7121
Facsimile: (210) 227-0732

RICHARD TINSMAN
State Bar No. 20064000
TINSMAN & SCIANO, INC.
10107 McAllister Freeway
San Antonio, Texas 78205
Telephone: (210) 225-3121
Facsimile: (210) 225-6235

JAMES L. DROUGHT
State Bar No. 06135000
DROUGHT DROUGHT & BOBBITT, LLP
112 E. Pecan St., Suite 2900
San Antonio, Texas 78205
Telephone: (210) 225-4031
Facsimile: (210) 222-0586

ATTORNEYS FOR PLAINTIFF
JOHN K. MEYER

LOEWINSOHN FLEGLER DEARY, L.L.P.


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

ATTORNEYS FOR PLAINTIFF
EMILIE BLAZE

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing instrument has been served on the below listed counsel of record via the method indicated, this 7th day of November 2011:

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

Via Facsimile



Michael J. Donley

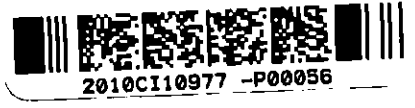
EXHIBIT A

1. Linda Merrill Haas
2. Bonnie Jean Card
3. Laura T. McLean
4. Cathy A. Duus
5. Ian McLean
6. William J. Nickerson, Jr.
7. Roland Nickerson
8. Ellsworth A. Warner Trust
9. Catherine M. Cowles
10. Deirdre McCarthy
11. Andrew Pennock Hilgartner
12. Carl E. Rogers
13. Brett E. Sine
14. Fred Fair
15. Sheila Ann Curlee
16. Virginia Herd Warren Survivor's Trust
17. Michael Donovan Schulz
18. Barbara K. Welder Non-Exempt Marital Trust
19. Gerry A. Rasmussen
20. Donald L. Rasmussen
21. Patsy V. Gartley
22. Richard H. Vaughn and Shirley H. Vaughn
23. Gretchen Ann Schulz Bradley
24. Patrick McCarthy
25. Robert Norris Trust 14145766/a1a8-CHB/MOG
26. Mary C. Miller
27. Mark H. Bouliane
28. R.J. Thomas Company – Anne Bouliane
29. Briscoe Ranch, Incorporated
30. Louise M. Windsor
31. Sharon T. Blazek and Joseph Blazek
32. Mary R. McLean Evans
33. Jack H. Bartleson and Patrick R. Bartleson
34. Don W. Griffis
35. Thomas P. McGrath and Laurie McGrath
36. Timothy Salisbury
37. Danielle Gage
38. John H. Carney
39. Merfarm & Co.
40. Mary Russell Harjo
41. Harry C. Piper, III
42. Nannette Mayber
43. Susan A. Foster and Raymond L. Foster, Sr.
44. Robert J. Kestell
45. Janice M. Warner

46. Jean S. Pierson (Trustee U/A/D 8/10/92 c/o Julie Mombello)
47. Patricia Elizabeth Mirrer
48. Sallie Griffis Helms
49. Sarah Gertmenian
50. Peter G. Gertmenian
51. Donald or Meg M. Gertmenian (Trustees of Gertmenian Family Trust)
52. Thomas G. Gertmenian Trust
53. James E. Russell
54. Sheila M. MaGee and Kevin P. MaGee
55. Douglas J. Burdette
56. Sally J. Crowley and Daniel E. Crowley, IV
57. Jean W. Whiting Family Trust (William B. and John T. Whiting, Trustees)
58. Shannon Marie Nelson and James Nelson
59. Janet G. Macfarlane
60. Wayne Burdette
61. Katherine A. Rozek
62. Edward P. Barrington and Karla Barrington
63. Michael J. Barrington
64. Judy A. Barrington
65. Sandra G. Faulkner and Douglas Faulkner
66. Georgeanne Coyle
67. Harry P. Aldrich
68. Jamie McGrath Marx
69. Sarah Warner Whittington
70. Kathleen Richard and Richard Richard, Sr.
71. Sarah Ann Griffis Dees
72. Timothy S. McCarthy
73. Manitou Fund
74. Molly K. McGrath
75. Monte J. Kestell, Jr.
76. William Piper Warner, Jr.
77. Donald B. Salisbury
78. Doyle Ray Smith
79. Patricia Webb
80. John J. McCarthy
81. Susan G. Snow Living Trust
82. Jeanette M. Muirhead
83. Bonnie Warner
84. Ellsworth A. Warner, Jr.
85. HT Warner & SS Warner
86. Sally S. Warner Trust U/A 2/12/1997
87. Catherine Hilgartner Masucci
88. Barbara Carson
89. Francesca Cutolo
90. Alessandra Cutolo

91. Linda Aldrich
92. James Pierson
93. Elizabeth Jubert
94. Alice Cestari
95. Julie Mary Walker
96. Barbara Warner Collins
97. Marcia Lee Nelson
98. Elizabeth Warner Verkade
99. The Mary C. Doerr Managing Agency
100. Katherine D. Doerr Rev. Trust
101. Henry Doerr IV Trust
102. Katherine B. Warner Trust
103. Trustees of H. David Warner Tr.
104. M A Warner Jr. Revocable Trust
105. Thomas Livingston Warner
106. Thomas L. Warner IRR Trust
107. Elizabeth Forman
108. MCP Trust
109. Ann Piper
110. J. Carter Piper
111. James T. Piper
112. Mathew Piper
113. Vincent G. Pardo Piper
114. William Piper Trust
115. William G. Piper
116. Ed Piper
117. Kathryn M. Canwell
118. Robert C. Mesaros and Kathryn F. Mesaros
119. John Q. Piper
120. George F. Piper
121. Andrew P. Piper
122. Addison Piper
123. David Piper
124. Margaret Cost
125. Dave Pierson
126. Mary (Molly) Pierson
127. John D. and Kathleen French
128. Charles Pierson
129. Charles F. Pierson, Jr.
130. Harriett O. Curry, Steven O. Curry and Char Curry Trustees of Harriett O. Curry Rev. Trust
131. Anne Pennock
132. Caroline P. Myhre
133. Gwen S. Meyers
134. John Carey

- 135. Sarah Bell
- 136. Dixie Webb
- 137. Mike Sine
- 138. Josephine Carney
- 139. David W. McLean
- 140. Lisa F. McLean
- 141. Nancy McLean



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From: rec-index-7
Sent: Thursday, December 15, 2011 8:41 AM
To: 'ajones@zelle.com'
Subject: Emailing: DOC043010-044.pdf
Attachments: DOC043010-044.pdf

CASE NBR: 2010CI10977
Date Filed: 07/02/2010 Court: 225
Type of Docket: DM ___ DAMAGES

*** STYLE ***
JOHN K MEYER
VS JP MORGAN CHASE BANK N A ET AL

CRT
D.O.

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THANK YOU,

TONY OZUNA
DEPUTY DISTRICT CLERK
RESEARCH/MICROFILM
(210) 335-2674
rec-index7@bexar.org

DEPUTY DISTRICT CLERK
BEXAR CO. TEXAS
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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

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DISTRICT COURT
BEXAR CO. TEXAS
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DEPUTY
[Signature]

DEFENDANT'S MOTION TO ABATE/STRIKE OR FOR CONTINUANCE OF HEARING ON DISCOVERY RELATED MATTERS

Defendant JPMorgan Chase Bank, N.A. ("J.P. Morgan") files this Motion to Abate/Strike or for Continuance of Hearing on Discovery Related Motions (the "discovery matters") based upon the following:

I. SUMMARY OF ARGUMENT

1.01

The discovery sought by Plaintiffs in this lawsuit is premature as not all necessary parties have been joined to this lawsuit. Accordingly, Defendants filed a Plea in Abatement asking that this case be abated until the necessary parties are joined.¹ Plaintiffs have set five (5) discovery matters for hearing. These discovery matters should not be heard (or discovery progress) until the necessary parties are joined and have appeared.

¹ Defendants' Plea in Abatement and all evidence admitted in support thereof is incorporated herein by reference.



II. BACKGROUND AND RELIEF SOUGHT

2.01

Plaintiffs are only four (4) of more than two hundred beneficiaries of the South Texas Syndicate Trust ("Trust"). The Trust is administered by J.P. Morgan as sole trustee. It is undisputed by all of the parties that all beneficiaries of the Trust are necessary parties to this lawsuit. Plaintiffs have (1) judicially admitted in pleadings that all beneficiaries are necessary parties and (2) stated in open court that the beneficiaries are necessary parties. In fact, Plaintiffs sought the disclosure from J.P. Morgan of all of the names, addresses and phone numbers of the beneficiaries for the express purpose of joining them as necessary parties.

2.02

In response to Plaintiffs' request and stated need to join these beneficiaries as necessary parties, the Court signed an order on April 5, 2011 requiring J.P. Morgan to disclose to Plaintiffs the names and addresses of the STS trust beneficiaries for the express purpose of their joinder into this lawsuit as necessary parties.

2.03

To date, Plaintiffs have not requested the issuance of citation for service for any of the more than 200 necessary parties or, to Defendant's knowledge, taken any action to join those beneficiaries as parties. Nevertheless, within days from when the order was signed regarding the joinder of necessary parties, Plaintiffs served a

flurry of discovery upon Defendant. Since the signature of the order by Judge Tanner, Plaintiffs have served the following discovery requests seeking confidential and private information concerning the Trust and the individual beneficiaries without joining any of these necessary parties in this lawsuit:

1. Meyer's Second Request for Production;
2. Meyer's Third Request for Production;
3. Meyer's Interrogatories;
4. Blaze's First Request for Production;
5. Blaze's Interrogatories; and
6. Blaze's Second Request for Production.

In addition to requiring the disclosure of sensitive and confidential information regarding and affecting the Trust and its more than 200 beneficiaries, compliance with Plaintiffs' excessively intrusive and broad discovery requests would require the expenditure of significant Trust resources – all without the joinder of the beneficiaries to this lawsuit whose privacy interests will or may be affected and whose economic interests will or may be diminished.

2.04

Defendant filed its Plea in Abatement (and set it for hearing on August 18, 2011) seeking to enforce this elementary requirement of Texas law - that this lawsuit be abated until the necessary parties are joined. The granting of the Plea in Abatement will protect the interests of the other beneficiaries, allow them an

opportunity to protect their own interests, avoid wasteful duplication of effort in discovery, and avoid unnecessary hearings and expenditures prior to the joinder of the necessary parties.

2.05

However, rather than awaiting the outcome of the hearing on the Plea in Abatement, Plaintiffs filed and set five (5) discovery-related matters/motions for hearing on the same date, August 18th that they presumably intend to present for hearing regardless of whether the Court abates the case.

2.06

Plaintiffs have set the following for hearing on August 18, 2011 at 8:30 a.m.:

1. J.P. Morgan's Motion for Protective Order;
2. J.P. Morgan's Objections to Meyer's and Blaze's Interrogatories;
3. J.P. Morgan's Objections to Meyer's and Blaze's Requests for Production;
4. Plaintiffs' Motion to Compel and for Sanctions; and
5. Plaintiffs' Motion for Entry of Protective Order.

These matters were set not only without the agreement of defense counsel, but also over counsel's request and objection that these matters not be set until after the Court rules on the Plea in Abatement. Because abatement of this case is clearly warranted (pending joinder of the necessary parties), J.P. Morgan asks the Court to strike the August 18th setting on these matters and to continue those hearings until after the abatement of this lawsuit ends.

2.07

Given the extensive time and effort necessary for J.P. Morgan to adequately prepare for an evidentiary hearing in support of its discovery objections and in opposition to Plaintiffs' Motion to Compel, it would be unfair to require J.P. Morgan to have those matters heard on the same day that Defendants are asking the Court to abate this case for lack of necessary parties. Thus, even if the Court denies the Plea in Abatement, J.P. Morgan asks that the Court continue and reset the hearings on the discovery matters so that J.P. Morgan can adequately and appropriately prepare.

2.08

Accordingly, Defendant requests that the hearings on the above-referenced matters be continued until thirty (30) days after an order is signed ending the abatement of this lawsuit (in the event that an order abating this lawsuit is signed). Alternatively, if the Court denies the Plea in Abatement, Defendant asks the Court to continue the hearings on any and all of these discovery matters until thirty (30) days from the date an order is signed denying Defendant's Plea in Abatement, so that Defendant may have the time needed to adequately prepare to respond to these matters through presentation of evidence as allowed by law. This continuance is not sought for delay only but so that justice may be done.

WHEREFORE, PREMISES CONSIDERED, Defendant hereby requests that the Court grant this Motion and grant Defendant such other and further relief to which it is justly entitled.

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER &
BEITER INCORPORATED**

The Quarry Heights Building
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

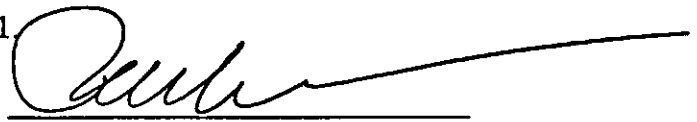
ATTORNEYS FOR DEFENDANTS

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

VERIFICATION

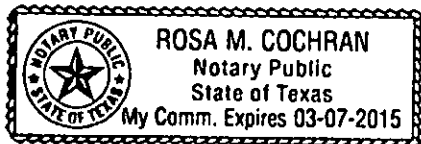
BEFORE ME, the undersigned Notary Public, on this day personally appeared counsel for Defendant, who on his oath stated and deposed that he is an attorney for Defendants in this cause, that he is authorized to make this affidavit, and that the facts stated in this Motion are true and correct to his personal knowledge.

Signed on this 12th day of August, 2011.



Patrick K. Sheehan

SUBSCRIBED AND sworn to before me on the 12th day of August, 2011.



Notary Public in and for
The State of Texas

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The foregoing is hereby set for hearing on August 18, 2011 at 8:30 a.m. in the Presiding District Court, Bexar County, Texas.

SIGNED on this 12th day of August, 2011.

JUDGE JANET LITTLEJOHN

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:

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

VIA HAND DELIVERY

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

VIA HAND DELIVERY

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

VIA HAND DELIVERY

on this 12TH day of August, 2011.



Patrick K. Sheehan
David Jed Williams
Mark A. Randolph



CAUSE NO. 2010-CI-10977

JOHN K. MEYER, *ET AL.*,

Plaintiffs,

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

Defendants.

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IN THE DISTRICT COURT

225th JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

PLAINTIFFS' CONSOLIDATED SECOND AMENDED PETITION

Plaintiffs JOHN K. MEYER, JOHN MEYER, JR., THEODORE MEYER, and EMILIE BLAZE (collectively "Plaintiffs"), individually and on behalf of the opt in parties identified on Exhibit A, complain of JP MORGAN CHASE BANK, N.A., Individually/Corporately and as Trustee of the SOUTH TEXAS SYNDICATE TRUST and GARY P. AYMES (collectively "Defendants"), and for causes of action would show the following:

I.

INTRODUCTION

1. The subject matter of this Action involves the administration of the South Texas Syndicate Trust ("STS Trust"). The Plaintiff beneficiaries allege that Defendants have engaged in a pattern of neglect, mismanagement and tortuous behavior that has caused millions of dollars of damage to the STS Trust assets and estate.

2. Plaintiffs bring this suit for damages caused by JP Morgan's actions. Plaintiffs further 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,

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provide transparency, define the duties and responsibilities of the trustee, and ensure the efficient and proper administration of the STS Trust.

II.

DISCOVERY CONTROL LEVEL

3. Plaintiffs request that discovery be conducted in accordance with a scheduling order pursuant to discovery control Level 3, as provided by TEX. R. CIV. P. 190.4.

III.

JURISDICTION AND VENUE

4. The STS Trust was created under the Texas Trust Act of 1943. The current Texas Trust Code applies to the STS Trust through the Texas Trust Code Applicability section which limits the Trust Code's application to certain enumerated "transactions" after the effective date of the Texas Trust Code (January 1, 1984). Tex. Prop. Code §§ 111.006 and 111.004(16); Tex. Civ. St. Art. 7425b-1 *et seq.*, Texas Trust Act. This Court has jurisdiction over this matter pursuant to Texas Property Code § 115.001, Tex. Prop. Code §§ 111.006, and Tex. Civ. St. Art. 7425b-24.

5. Jurisdiction is proper because the damages sought are within the jurisdictional limits of this Court.

6. Pursuant to Texas Property Code § 115.002, venue is proper in Bexar County, Texas, as the situs of the administration of the STS Trust is in this county. Venue is also proper in Bexar County, Texas, under Tex. Civ. Prac. & Rem. Code § 15.002. Specifically, a substantial part of the events or omissions giving rise to Plaintiffs' claims occurred in Bexar County, Texas.

7. Defendants have submitted to the jurisdiction of this Court as Gary P. Aymes is a resident of Texas and JP Morgan Chase Bank, N.A. is duly authorized to and does conduct business in the State of Texas.

IV.

PARTIES

8. Plaintiff John K. Meyer is a resident of Bexar County, Texas. John K. Meyer is a beneficiary holding a Certificate of Beneficial Interest in the STS Trust.

9. Plaintiff John Meyer, Jr. is a resident of Bexar County, Texas. John Meyer, Jr. is a beneficiary holding a Certificate of Beneficial Interest in the STS Trust.

10. Plaintiff Theodore Meyer is a resident of Bexar County, Texas. Theodore Meyer is a beneficiary holding a Certificate of Beneficial Interest in the STS Trust.

11. Plaintiff Emilie Blaze is a resident of Ruxton, Maryland. Emilie Blaze is a beneficiary holding a Certificate of Beneficial Interest in the STS Trust.

12. Defendant JP Morgan Chase Bank, N.A. ("JP Morgan") is a foreign financial institution licensed to do business in the State of Texas. JP Morgan has appeared in this cause. JP Morgan is the current Trustee of the Trust.

13. Defendant Gary P. Aymes ("Aymes") is an individual and resides in Bexar County, Texas. Aymes has appeared in this cause. At all material times, he has been and is a Fiduciary Officer of JP Morgan assigned to the STS Trust.

14. Pursuant to Orders dated August 6, 2011 and September 26, 2011, and signed by Hon. David Berchelmann, Plaintiffs' counsel sent letters to all STS Trust beneficiaries advising them that this action is pending and providing additional materials pursuant to the Orders. Included with the letters were Elections To "Opt In" (be joined as a party) in this matter.

Plaintiffs' counsel received Elections To "Opt In" forms from each STS Trust beneficiary identified on Exhibit A, which is incorporated herein by reference for all purposes. On November 8, 2011, Plaintiffs reported the results of the "opt in" procedure to Judge Berchelmann, at which time the Court denied Defendants' pending Pleas in Abatement.

V.

FACTUAL BACKGROUND

A. STS Trust History and Operation

15. In 1906 Mr. Jed L. Washburn and five other investors purchased approximately 132,000 contiguous acres of land situated in McMullen and LaSalle Counties, Texas. Title to the land was originally taken in the name of George F. Piper and subsequently transferred in 1917 to Jed L. Washburn.

16. Jed L. Washburn issued Certificates of Beneficial Interest to the various owners. Mr. Washburn died in 1931, and in 1932 the owners conveyed title to the land to A. McC. Washburn, who issued Certificates of Beneficial Interest in 30,000 shares in the "South Texas Syndicate" Trust. Each beneficial owner received a Certificate for that part of the 30,000 shares equal to his proportionate interest in the STS Trust property.

17. A. McC. Washburn died in 1939, and in 1940 John T. Pearson was appointed Trustee of the STS Trust. Mr. Pearson died in 1950, leaving no person named as Successor Trustee for the STS Trust.

18. Originally, the ownership of the STS Trust assets was in fee, with the initial purchasers owning both the surface and mineral estate. In 1950, the surface of the land was sold and since then the sole asset of the STS Trust has been the mineral estate in the 132,000 acres.

19. 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. JP Morgan and its predecessor banks have acted as Successor Trustee since that date.

20. The STS Trust has been the subject of published legal opinions and an IRS private letter ruling. The STS Trust was determined to be a liquidating trust and the Trustee was granted the authority to continue that liquidation.

21. On information and belief, the 1951 Decree and the documents incorporated therein, constitute the currently-operative trust instrument for the STS Trust.

22. The 1951 Decree permits the following compensation for the Trustee, in relevant part:

- a. "reasonable compensation" on sales of trust assets;
- b. 2.5% of disbursements for "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, [and] receiving, checking and disbursing of the royalties from trust properties;"
- c. A "reasonable fee" for "extraordinary services which the Trustee may be called upon to perform in connection with the trust estate;" and
- d. "Reimbursement for actual out-of-pocket expenses and reasonable attorneys' and accountants' fees incurred in connection with the said trust properties."

23. The STS Trust estate currently consists primarily of the title to the minerals under approximately 132,000 acres of land in La Salle and McMullen Counties, Texas, mineral lease rights, and cash.

24. Defendant Aymes is the principal officer and employee at JP Morgan involved in administering the STS Trust. Aymes holds the title of "Fiduciary Officer at JP Morgan."

B. JP Morgan's Mismanagement and Tortuous Actions

25. Instead of performing its duties as trustee in the exercise of prudence and good judgment consistent with its fiduciary obligations to the beneficiaries of the STS Trust, JP Morgan has administered and managed the STS Trust to produce profits for itself and various banking clients of JP Morgan, among other things.

26. For a number of years, JP Morgan has charged the STS Trust unreasonable and unauthorized compensation, fees, and expenses. In the last four years alone, JP Morgan has collected approximately \$1,600,000.00 in Trustee fees while performing minimal and un-demanding work.

27. JP Morgan's fees are not authorized by or consistent with the terms of the 1951 Decree in that the fees are: (1) excessive; (2) unreasonable; (3) compensation for acts not authorized by the trust instrument; and/or (4) compensation taken without providing disclosures (including disclosure of conflicts of interest) required of a trustee and fiduciary in Texas.

28. JP Morgan has failed to seek judicial clarification and reformation of Trust instrument terms that JP Morgan admits are "unclear" and "undefined". On information and belief, JP Morgan resisted the judicial reformation of the STS Trust instrument which would have been in the best interests of the STS Trust beneficiaries because JP Morgan believed it would lose revenues if JP Morgan allowed an appropriate trust instrument to be amended by a decree of a Texas court.

29. JP Morgan has interpreted the 1951 Decree in a self-serving manner to unlawfully increase JP Morgan's profits for administration of the STS Trust.

30. Further, it is apparent from the unreasonable compensation, fees, and expenses that JP Morgan has collected from the STS Trust that JP Morgan has taken a self-serving and

improper interpretation of what constitutes “extraordinary services” under the 1951 Decree and, further, what constitutes a “reasonable fee” for such services (assuming that any such services actually constitute “extraordinary services,” which Plaintiffs deny).

31. JP Morgan has also construed the reimbursement provision of the 1951 Decree in a self-serving and improper manner and has caused the STS Trust to pay unreasonable consulting and legal fees including legal fees related to: (1) a legal opinion that apparently provides a benefit solely to JP Morgan and does not provide any benefit or value to the STS Trust or its beneficiaries; (2) litigation against JP Morgan by beneficiaries seeking to remove JP Morgan as Trustee; (3) legal advice relied upon to justify changing the Trustee’s rights and duties under the Trust instrument, yet withheld from the beneficiaries; and (4) litigation against STS Trust lessees.

32. JP Morgan failed to investigate alterations of the trust relationship and/or trust structure (*e.g.* royalty trust structure, clarification and alteration of trustee duties and responsibilities, *et cetera*) that would promote the interests of the beneficiaries. Upon information and belief, JP Morgan avoided making changes in the trust relationship and structure because such changes would threaten the revenues JP Morgan receives for administering the STS Trust.

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

34. Throughout its time as Trustee, JP Morgan has been secretive, vague, and/or tardy in its limited and inadequate communications with the Plaintiffs and the other beneficiaries, all in violation of applicable law and its fiduciary duty to affirmatively disclose all material facts known to it which might affect the beneficiaries' rights and interests. JP Morgan has failed to provide access to financial statements, accounting and auditing documents and other records (including documents that reflect the development and application of the method for calculating payments to beneficiaries). When Plaintiffs sought this and other material information, JP Morgan responded that Plaintiffs would have to file suit to get the information.

35. Throughout its time as Trustee, JP Morgan has ignored or refused numerous requests for information that materially affect the rights of the Plaintiffs and other beneficiaries in violation of the Trustee's fiduciary duties and applicable law. JP Morgan has failed to provide the information that would allow the STS Trust beneficiaries a reasonable opportunity to evaluate how well their trust is being administered. For example, when administering a trust with mineral interests, a crucial factor in determining whether the trust is being competently administered is the evaluation of the terms obtained by the trustee for leases of trust assets. JP Morgan has refused to disclose the leases to the beneficiaries. Using this tactic, JP Morgan has hidden material information from beneficiaries and has made it impossible for the STS beneficiaries to hold JP Morgan accountable.

36. Throughout its time as Trustee, JP Morgan has failed to reasonably manage the STS Trust property and to evaluate and to value the Trust's mineral rights and has failed to take advantage of opportunities to maximize the value of the Trust property for the beneficiaries. In this regard, the Trustee has made no efforts to evaluate and to value numerous known and existing geological formations. JP Morgan's conduct, about which Plaintiffs complain, includes,

but is not limited to, the actions taken and not taken regarding the Activa Lease, the Ellsworth Lease, the 12,772 acre Petrohawk Lease, the 12,073 acre Petrohawk Lease, the 16,903 acre Petrohawk Lease, the 15,456 acre Petrohawk Lease, the 3,845 acre Petrohawk Lease, the 18,473 acre Petrohawk Lease, and the Bishop Lease. In addition, JP Morgan's conduct, about which Plaintiffs complain, includes, but is not limited to, the actions taken and not taken in filing, litigating and settling an action against Pioneer Natural Resources USA, Inc. and EOG Resources, Inc., previously pending as 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. This conduct is in violation of the Trustee's fiduciary duties and applicable law.

37. Throughout its time as Trustee, JP Morgan has paid unreasonable consulting and legal fees to various third parties out of the STS Trust's assets and income. Upon information and belief, the payment of certain of these fees to third parties directly and/or indirectly benefitted JP Morgan and/or its clients other than the Trust beneficiaries, to the detriment of Plaintiffs and all beneficiaries. These payments were tainted by conflicts of interest and constituted self-dealing in violation of the Trustee's fiduciary duty of loyalty and applicable law.

38. Throughout its time as Trustee, JP Morgan has jeopardized the interests of the beneficiaries by failing to adequately communicate with lessees of STS Trust property and/or otherwise impairing these lessees' ability to put the STS Trust property to profitable uses and to maximize the value of the Trust property for the beneficiaries, to the detriment of Plaintiffs and the other beneficiaries and in violation of the Trustee's fiduciary duties and applicable law.

39. During the time he served as Fiduciary Officer, Aymes has falsely represented to Plaintiffs and others, to their resulting detriment, that he and others employed by JP Morgan are

“constantly monitoring the activity” of the Trust and “maintain[ing] the highest fiduciary and land management principles to insure [the STS Trust’s] assets are properly managed.” He has, further, knowingly participated with JP Morgan in the conflicts of interest, breaches of fiduciary duties, breaches of trust, and violations of applicable law, identified herein. As such, Aymes is jointly and severally liable with JP Morgan to Plaintiffs.

40. As a result of the conduct identified above, Plaintiffs have suffered economic injury in that Plaintiffs’ beneficial interests and the income Plaintiffs are entitled to therefrom were impaired and reduced by: (1) the payment of unreasonable compensation, fees, and expenses to the Trustee and to third parties; (2) the Trustee’s failure to adequately evaluate, value and manage the STS Trust property and to maximize the value of the STS Trust property for the beneficiaries; (3) the Trustee’s failure to negotiate market-rate lease terms for Trust assets; (4) the Trustee’s failure to act competently on the beneficiaries’ behalf in legal and negotiation matters related to the STS Trust; and (5) the Trustee’s failure to provide information as properly requested by the beneficiaries.

41. Based on the results of the accounting and the inspection of books and records to which Plaintiffs are entitled, Plaintiffs also reserve the right to seek damages resulting from the underpayment of net proceeds derived from STS Trust property pursuant to the terms of the 1951 Decree.

42. The causes of action asserted by Plaintiffs against Defendants herein are timely filed as the discovery rule deferred accrual of the respective statutes of limitations for such causes of action. Plaintiffs’ damages resulting from Defendants’ misconduct alleged herein were inherently undiscoverable and objectively verifiable. Plaintiffs did not discover the injuries

caused by the wrongful acts of Defendants alleged herein until no earlier than a time within the applicable statutes of limitations.

43. The causes of action asserted by Plaintiffs against Defendants are timely filed as Defendants fraudulently concealed the wrongful conduct alleged herein, thereby tolling the applicable statutes of limitations. Defendants had actual knowledge of the wrongful conduct alleged herein. Defendants concealed the wrongful acts and omissions alleged herein by remaining silent and/or making misrepresentations about wrongful conduct despite having a duty to inform Plaintiffs of such wrongful acts and omissions. Defendants' silence and misrepresentations prevented Plaintiffs from discovering Defendants' wrongful acts and omissions. Defendants had a fixed purpose to conceal the wrongful conduct. Plaintiffs reasonably relied on Defendants' silence and misrepresentations to the detriment of Plaintiffs.

44. The causes of action asserted by Plaintiffs against Defendants are timely filed pursuant to the Continuing Tort Doctrine as the Defendants' wrongful conduct was repeated for a period of time and continued until at least the filing of this action.

VI.

FIRST CAUSE OF ACTION – BREACH OF FIDUCIARY DUTY/BREACH OF TRUST

45. Plaintiffs repeat, re-allege and incorporate each and every prior factual allegation in the preceding paragraphs as if fully set forth herein.

46. The Defendants, as the Trustee and Fiduciary Officer, were Plaintiffs' fiduciaries. Plaintiffs placed their trust and confidence in Defendants, and Defendants had influence and superiority over Plaintiffs. As fiduciaries, Defendants owed Plaintiffs all of the fiduciary duties imposed on them under the Texas Trust Act, Texas Trust Code, common law, and the 1951 Decree.

47. Through the activity set out herein, Defendants breached their fiduciary duties to Plaintiffs, including but not limited to, the following actions and inactions:

- a. Failing and refusing to provide an accounting despite repeated requests from the beneficiaries to do so;
- b. Failing to maintain accurate and complete books and records;
- c. Failing to provide access to financial statements, accounting and auditing documents and other records that do exist (including documents that reflect the development and application of the method for calculating payments to beneficiaries);
- d. Failure to provide access to documents that would allow beneficiaries the opportunity to evaluate whether JP Morgan acted competently on the beneficiaries' behalf in legal matters related to the Trust, including but not limited to documents related to mineral leases entered on behalf of the STS Trust and to the Pioneer/EOG litigation and settlement;
- e. Delegating acts that the Trustee is required to perform;
- f. Failing and refusing to disclose and/or inform Plaintiffs and other beneficiaries of material facts that significantly affect Plaintiffs' and other beneficiaries' rights and interests;
- g. Providing inaccurate and false information to Plaintiffs and other beneficiaries regarding matters that significantly affect Plaintiffs' and other beneficiaries' rights and interests;
- h. Failing and refusing to inform Plaintiffs and other beneficiaries of the Trustee's intent regarding the past, current, and future administration of the Trust estate;
- i. Failing to fulfill the fiduciary duties of good faith, fair dealing, loyalty, and fidelity over the Trust's affairs and the Trust property by, *inter alia*, entering into arrangements with third parties that present an actual or potential conflict of interest for the Trustee to the detriment of Plaintiffs and other beneficiaries, including arrangements with Petrohawk, Pioneer, and EOG;
- j. Failing to fulfill the fiduciary duties of good faith, fair dealing, loyalty, and fidelity over the Trustee's affairs and the Trust property by, *inter alia*, entering into arrangements with third parties that contained provisions that were significantly below market, depriving the Trust of significant revenue;

- k. Failing to fulfill the duty to not engage in self-dealing by, *inter alia*, entering into arrangements with third parties that directly or indirectly benefited the Trustee to the detriment of Plaintiffs and other beneficiaries;
- l. Failing to manage the Trust assets solely in the interest and for the benefit of the beneficiaries;
- m. Failing to use reasonable care and skill to maximize the value of the Trust property and assets for the benefit of the beneficiaries;
- n. Failing to comply with the instrument creating the Trust with respect to payments to the Trustee and to the beneficiaries;
- o. Charging excessive, unreasonable, unnecessary, and unauthorized fees to the Trust;
- p. Paying excessive, unreasonable, unnecessary, and unauthorized fees to third parties out of the Trust income and assets;
- q. Failing to adequately communicate with lessees of the property and/or otherwise impairing these lessees' ability to put the Trust property to profitable uses and to maximize the value of the Trust property for the beneficiaries; and
- r. Failing to prudently monitor the activity of the Trust property and assets and maintain the highest fiduciary and land management principles to insure the Trust's assets are properly managed.

48. As a result of the actions by Defendants described herein, Plaintiffs have suffered damages. These damages include, but are not limited to, damages sustained in the past, damages that in reasonable probability will be sustained in the future, reduced distributions, and exemplary damages. Plaintiffs' damages further include, but are not limited to, loss of past and future bonus payments, rental payments, royalty payments, and other payments to which Plaintiffs were reasonably entitled, attorneys' fees and expenses JP Morgan has charged to the Trust, including the attorneys' fees and expenses incurred by Defendants in this action, and attorneys' fees and expenses incurred by Plaintiffs in prosecuting this action. Plaintiffs further seek recovery of pre-judgment and post-judgment interest under the common law and applicable statutes.

49. Defendant Aymes knowingly participated in the breaches of fiduciary duties identified herein, aided and abetted the Trustee in such breaches of fiduciary duties, and is jointly and severally liable as a joint tortfeasor.

50. The acts described herein were done in bad faith and with an improper motive.

51. The acts described herein constituted fraud, malice, negligence, and/or gross negligence on the part of the Defendants.

52. As a result of the conduct identified above, Plaintiffs have suffered economic injury in that Plaintiffs' beneficial interests and the income Plaintiffs were entitled to therefrom were impaired and reduced by: (1) the payment of excessive and unreasonable compensation, fees, and expenses to the Trustee and third parties; (2) the Trustee's failure to adequately evaluate, value and manage the Trust property and maximize the value of the Trust property for the beneficiaries; (3) the Trustee's failure to negotiate market-rate lease terms for trust assets; (4) the Trustee's failure to act competently on the beneficiaries' behalf in legal matters related to the Trust; and (5) the Trustee's failure to provide information as properly requested by beneficiaries.

53. Plaintiffs have fulfilled all conditions precedent for recovery on these claims.

54. As a proximate cause of the foregoing, Plaintiffs have been injured in an actual amount to be proven at trial and should be awarded actual, exemplary, consequential and incidental damages in accordance with the evidence, plus attorneys' fees, expenses, and costs.

VII.

SECOND CAUSE OF ACTION – FRAUD

55. Plaintiffs repeat, re-allege and incorporate each and every prior factual allegation in the preceding paragraphs as if fully set forth herein.

56. In the alternative and without waiving the foregoing, the acts and omissions of the Defendants referenced above constitute fraud, which proximately caused damage to Plaintiffs, which damages Plaintiffs should recover and seek to recover from the Defendants, individually, jointly and severally. These representations and actions were made knowingly, falsely, and with the intent that Plaintiffs would rely on each of them. Plaintiffs did, in fact, rely on Defendants' fraudulent acts and/or omissions.

57. Aymes is individually liable for the fraud arising from his individual actions.

58. Plaintiffs are also entitled to recover and seek to recover punitive damages from JP Morgan and Aymes, taking into account the net worth of each.

VIII.

THIRD CAUSE OF ACTION – FRAUD BY NONDISCLOSURE

59. Plaintiffs repeat, re-allege and incorporate each and every prior factual allegation in the preceding paragraphs as if fully set forth herein.

60. Defendants concealed from Plaintiffs, or failed to disclose to Plaintiffs, facts related to Defendants' management of STS Trust assets.

61. Defendants had the duty to disclose the facts to Plaintiffs because of special and/or fiduciary relationships.

62. The nondisclosed facts were material in that they would have been important to Plaintiffs in the making of certain decisions related to Defendants and the management of STS Trust assets. Additionally, any reasonable person would have attached importance to the nondisclosed facts.

63. Defendants knew Plaintiffs were not aware of facts that Defendants had a duty to disclose.

64. Defendants knew Plaintiffs did not have equal opportunity to discover the facts.
65. Defendants were deliberately silent when they had a duty to speak.
66. By failing to disclose the facts, Defendants intended to induce Plaintiffs to continue to allow Defendants to administer and manage STS Trust assets.
67. Plaintiffs relied on Defendants' nondisclosure.
68. As a proximate cause of the foregoing, Plaintiffs have been injured in an actual amount to be proven at trial and should be awarded actual, exemplary, consequential and incidental damages from Defendants, jointly and severally, in accordance with the evidence.

IX.

**FOURTH CAUSE OF ACTION –
NEGLIGENT MISREPRESENTATION**

69. Plaintiffs repeat, re-allege and incorporate each and every prior factual allegation in the preceding paragraphs as if fully set forth herein.
70. In the alternative and without waiving the foregoing, the acts and omissions of the Defendants referenced above constitute negligent misrepresentation, which proximately caused damage to Plaintiffs, which damages Plaintiffs should recover and seek to recover from the Defendants, individually, jointly and severally. Aymes is individually liable for the misrepresentations arising from his individual actions.
71. As a proximate cause of the foregoing, Plaintiffs have been injured in an actual amount to be proven at trial and should be awarded actual, exemplary, consequential and incidental damages from Defendants, jointly and severally, in accordance with the evidence.

X.

FIFTH CAUSE OF ACTION – REMOVAL OF TRUSTEE AND FORFEITURE OF TRUSTEE FEES

72. Plaintiffs repeat, re-allege and incorporate each and every prior factual allegation in the preceding paragraphs as if fully set forth herein.

73. Due to the conduct described herein, Plaintiffs seek removal of JP Morgan and Aymes as Trustee of the Trust pursuant to Sections 113.082(a)(1) and (4) and 114.008(a)(7) of the Texas Property Code and Tex. Civ. St. Art. 7425b-39 of the Texas Trust Act, as well as the appointment of a successor trustee.

74. Plaintiffs further seek forfeiture and return of some or all of the Trustee fees paid or incurred to the fullest extent allowed by Texas Property Code § 114.061(b), Tex. Civ. St. Art. 7425b-1 *et seq.* of the Texas Trust Act, and applicable Texas law.

XI.

SIXTH CAUSE OF ACTION – ATTORNEYS' FEES

75. Plaintiffs repeat, re-allege and incorporate each and every prior factual allegation in the preceding paragraphs as if fully set forth herein.

76. As a result of Defendants' wrongful acts and omissions, Plaintiffs retained the undersigned attorneys to represent them and agreed to pay their reasonable and necessary attorneys' fees, expenses, and costs. Plaintiffs seek recovery of their reasonable and necessary attorneys' fees, expenses, and costs through trial and all appeals under applicable Texas law, including but not limited to, the Texas Trust Act, the Texas Trust Code, and as otherwise authorized by law.

XII.

DEMAND FOR JURY TRIAL

77. Plaintiffs hereby demand a trial by jury.

XIII.

PRAYER FOR RELIEF

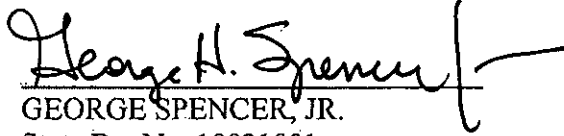
WHEREFORE, Plaintiffs request that on final hearing Plaintiffs have judgment against Defendants, jointly and severally, for:

- a. Actual damages;
- b. Consequential and incidental damages;
- c. Disgorgement of all compensation, fees, and expenses paid by the STS Trust to Defendants and to third-parties at the direction of Defendants;
- d. Pre- and post-judgment interest at the highest legal rate allowed by law;
- e. All attorneys' fees, expenses, and costs in pursuing this matter;
- f. Exemplary or punitive damages in an amount to be determined at trial;
- g. An order compelling the Defendants to perform an accounting, maintain accurate and complete books and records, and permit an inspection of the books and records;
- h. An order prohibiting Defendants from using 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 Plaintiffs 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.

DATE: November 15, 2011.

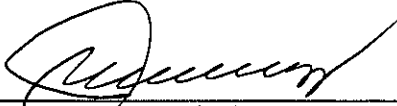
Respectfully submitted,

CLEMENS & SPENCER, P.C.



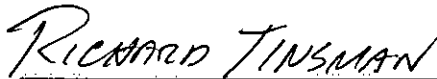
GEORGE SPENCER, JR.
State Bar No. 18921001
112 E. Pecan St., Suite 1300
San Antonio, Texas 78205
Telephone: (210) 227-7121
Facsimile: (210) 227-0732

DROUGHT DROUGHT & BOBBITT, LLP



JAMES L. DROUGHT
State Bar No. 06135000
112 E. Pecan St., Suite 2900
San Antonio, Texas 78205
Telephone: (210) 225-4031
Facsimile: (210) 222-0586

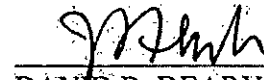
TINSMAN & SCIANO, INC.



RICHARD TINSMAN *BY JLD*
State Bar No. 20064000
10107 McAllister Freeway
San Antonio, Texas 78205
Telephone: (210) 225-3121
Facsimile: (210) 225-6235

ATTORNEYS FOR PLAINTIFFS,
JOHN K. MEYER, JOHN MEYER, JR.
and THEODORE MEYER

LOEWINSOHN FLEGLE DEARY, L.L.P.



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

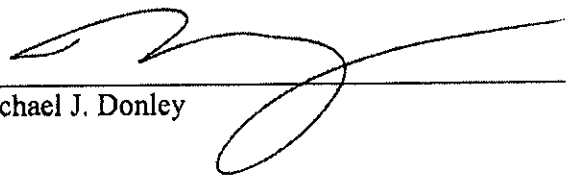
ATTORNEYS FOR PLAINTIFF,
EMILIE BLAZE

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing instrument has been served on the below listed counsel of record via the method indicated, this 15th day of November 2011:

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

Via Facsimile


Michael J. Donley

STS BENEFICIARY OPT-IN NAMES

	NAME
1.	Aldrich, Harry P.
2.	Aldrich, Linda
3.	Barrington, Edward P. Barrington, Karla
4.	Barrington, Judy A
5.	Barrington, Michael J.
6.	Bartleson, Jack H. Bartleson, Patrick R.
7.	Blazek, Sharon T. Blazek, Joseph
8.	Bouliane, Ann
9.	Bradley, Gretchen Ann Schulz
10.	Brisco Ranch, Inc.
11.	Burdette, Douglas J.
12.	Burdette, Wayne
13.	Card, Bonnie Jean
14.	Carney, John H.
15.	Carson, Barbara A.
16.	Cestari, Alice P.
17.	Cooke, Janice M. Warner
18.	Cowles, Catherine M.
19.	Coyle, Georgeanne
20.	Crowley, Sally Crowley IV, Daniel E.
21.	Curlee, Sheila Ann
22.	Cutolo, Alessandra
23.	Cutolo, Francesca
24.	Dees, Sarah Ann Griffis
25.	Duus, Cathy A.
26.	Evans, Mary R. McLean
27.	Fair, Fred
28.	Faulkner, Sandra G. Faulkner, Douglas
29.	Foster, Susan A. Foster, Raymond L., Sr.
30.	Gage, Danielle
31.	Gartley, Patsy V.
32.	Gertmenian, Donald or Meg M. Trustees of Gertmenian Family Trust
33.	Gertmenian, Peter G.
34.	Gertmenian, Sarah

STS BENEFICIARY OPT-IN NAMES

	NAME
35.	Gertmenian, Thomas G. Trust
36.	Griffis, Donald W.
37.	Haas, Linda Merrill
38.	Harjo, Mary Russell
39.	Harper, Billy Independent Executor of Estate of Mark H. Bouliane
40.	Helms, Sallie Griffis
41.	Hilgartner, Andrew Pennock
42.	Jubert, Elizabeth C.
43.	Kestell, Monte J., Jr.
44.	Kestell, Robert J.
45.	Macfarlane, Janet G.
46.	MaGee, Sheila M. MaGee, Kevin P.
47.	Manitou Fund
48.	Marx, Jaime McGrath
49.	Masucci, Catherine Hilgartner
50.	Mayber, Nannette
51.	McCarthy, Deirdre
52.	McCarthy, John J.
53.	McCarthy, Patrick
54.	McCarthy, Timothy S.
55.	McGrath, Molly K.
56.	McGrath, Thomas P. McGrath, Laurie
57.	McLean, Ian
58.	McLean, Laura T.
59.	Merfarm & Co.
60.	Miller, Mary C.
61.	Mirrer, Patricia Elizabeth
62.	Muirhead, Jeannette M.
63.	Nelson, Shannon Marie Nelson, James
64.	Nickerson, Roland
65.	Nickerson, William J., Jr.
66.	Pierson, James N.
67.	Pierson, Jean S. Trustee U/A/D 8/10/92 c/o Julie Mombello
68.	Piper, Harry C., III
69.	Rasmussen, Donald L.

STS BENEFICIARY OPT-IN NAMES

#	NAME
70.	Rasmussen, Gerry A.
71.	Richard, Kathleen Richard, Richard, Sr.
72.	Rogers, Carl E. c/o Richard M. Rogers
73.	Rozek, Katherine
74.	Russell, James E.
75.	Salisbury, Donald B.
76.	Salisbury, Timothy
77.	Schulz, Michael Donovan
78.	Sine, Brett E.
79.	Smith, Doyle Ray
80.	Snow, Susan G. Living Trust
81.	Union Bank of California, TTE Robert Norris Trust
82.	Vaughn, Richard H. Vaughn, Shirley H.
83.	Warner, Bonnie
84.	Warner, Ellsworth A., Jr.
85.	Warner, Ellsworth A., Trust
86.	Warner, HT & SS, Trustee U/T dtd 1/9/78 H.T. Warner, Settlor
87.	Warner, Sally S. Tr U/A2/12/1997 Henry T. & Sally S Warner, Trustees
88.	Warner, William Piper, Jr.
89.	Warren, Virginia Herd Survivor's Trust Virginia Herd Warren, Trustee
90.	Webb, Patricia
91.	Welder, Barbara K, Non-Exempt Marital TR
92.	Whiting, Jean W. Family Trust William B & John T Whiting, Trustees
93.	Whittington, Sarah Warner
94.	Windsor, Louise

2010CI10977 -P00034

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

Longoria

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BEXAR CO. TEXAS

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PLAINTIFFS' RESPONSE TO DEFENDANTS' PLEA IN ABATEMENT

Plaintiffs John K. Meyer ("Meyer") and Emilie Blaze ("Blaze") (collectively "Plaintiffs") file this Response to Defendants JP Morgan Chase Bank ("JP Morgan") and Gary P. Aymes' (collectively "Defendants") Plea in Abatement and would show that the requested abatement should be denied.

**I.
INTRODUCTION**

Plaintiffs are beneficiaries of the South Texas Syndicate Trust ("STS Trust"). The current trustee of the STS Trust is JP Morgan. Gary P. Aymes is the Fiduciary Officer at JP Morgan responsible for the STS Trust.

Plaintiffs have sued Defendants in their individual and corporate capacities as well as their capacities as fiduciary officer and trustee and allege that Defendants have committed multiple breaches of trust and tortuous acts. The alleged unlawful actions of Defendants include, but are not limited to, their continued refusal to produce information about the STS Trust that the beneficiaries have requested from time to time, refusal to produce information during discovery in this action to date, torts committed by the Defendants in the course of Defendants'

administration of the STS Trust, and damages for the tortious acts, including fraud, by the Defendants. Plaintiffs seek damages, access to information, a proper accounting as required by Texas trust law, and the removal of JP Morgan and Aymes as trustee.

The STS Trust was formed on February 18, 1951, by Final Decree of the District Court for the 73rd Judicial District, Bexar County, Texas (the "1951 Decree"). There have been no modifications to the 1951 Decree to Plaintiffs' knowledge. The STS Trust estate consists primarily of the title to the minerals under approximately 132,000 acres of land in La Salle and McMullen Counties, Texas. The STS Trust was created for the express purpose of liquidating the interests of the beneficiaries.¹ The 1951 Decree originally named Alamo National Bank as Trustee. JP Morgan Chase Bank ("JP Morgan") has acted as Successor Trustee of the Trust at all material times and remains in that role today.

There are currently over two hundred beneficiaries of the STS Trust. Prior to this litigation, various beneficiaries requested, unsuccessfully, that JP Morgan fulfill its obligations under Texas trust law² and allow the STS Trust beneficiaries access to the documents and records regarding the management and administration of the STS Trust.³

II. **SUMMARY OF ARGUMENT**

Defendants' plea in abatement is premature and misleading. Abatement should be denied for the following independently-dispositive reasons. First, certain claims asserted by Plaintiffs

¹ 1951 Decree at 4 ("Said trusteeship and trust was heretofore established for the purpose of liquidating the interests of various owners of undivided interests in said land . . .").

² The STS Trust was established pursuant to the Texas Trust Act of 1943. The Texas Trust Code was adopted in 1983. The Texas Trust Code applies to the trust in this case through the Texas Trust Code Applicability section which limits said application to certain enumerated "transactions" after the effective date of the Texas Trust Code (January 1, 1984). TEX. PROP. CODE §§ 111.006 and 111.004(16).

³ See Affidavit of Emilie Blaze in Support of Plaintiffs' Motion for Entry of Protective Order at ¶¶ 3-5, attached hereto as Exhibit B.

can proceed without joinder of all STS Trust beneficiaries. Second, notice can be given to absent STS Trust beneficiaries prior to judgment without the need for abatement. Third, joinder and abatement are discretionary and are not required by the circumstances of this case. Fourth, if the Court determines that joinder and abatement are appropriate, the Court should enter a limited abatement order and still allow discovery to proceed without limitation.

Only the “facts” in paragraph 2.05 of Defendants’ Plea in Abatement are verified. To the meager extent there are “facts” in paragraph 2.05, Plaintiffs do not dispute them. Plaintiffs dispute the remaining unverified “facts” in the Plea, if any.

III.

ARGUMENT AND AUTHORITIES

A. Defendants’ Arguments

Defendants request an abatement of the entire case based on the following arguments: (1) all STS Trust beneficiaries are “necessary parties” under the Texas Trust Code; (2) all STS Trust beneficiaries are “persons needed for just adjudication who shall be joined” under Rule 39; and (3) Plaintiffs have not acted to join other beneficiaries in the sixty-six days (just twenty-seven days in the case of Blaze) between the day Defendants were forced to provide the names and addresses of the STS Trust beneficiaries and the day Defendants filed their Plea.⁴ Defendants’ arguments are not supported by Texas law, and their Plea must be denied.

B. Certain Claims Asserted by Plaintiffs Can Proceed Without Joinder of All Beneficiaries

Defendants seek abatement of this suit in its entirety. *See* Defendants’ Plea in Abatement at 1 (“This trust case should be abated because all beneficiaries receiving distributions from the

⁴ Plaintiff Meyer was provided with the names and addresses of the STS beneficiaries on May 5, 2011. However, Defendants have never provided this information to Plaintiff Blaze, despite repeated requests. Plaintiff Blaze received the information from counsel for Plaintiff Meyer on June 13, 2011—less than one month before Defendants rushed to complain of non-joinder on July 11, 2011.

trust are necessary parties and yet Plaintiffs have not joined them as parties.”). However, a trial court lacks authority to abate a suit in its entirety where part of the requested relief may be granted in the absence of persons who were thought to be indispensable parties. *See, e.g., City of Dallas v. Brice*, 12 S.W.2d 541, 543 (Tex. Comm’n App. 1929) (“A trial court lacks authority to abate a suit in whole where part of the relief prayed for may be granted in the absence of persons who were thought to be indispensable parties, the effect of their absence being preclusive of only a part of the relief sought.”).

Certain important causes of action that Plaintiffs assert in this suit do not require the presence of all STS Trust beneficiaries. For example, each beneficiary’s right to full disclosure of information and an accounting may be granted in the absence of their fellow beneficiaries. *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.) (“[I]t 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.”); *Montgomery v. Kennedy*, 669 S.W.2d 309, 313 (Tex. 1984) (“The existence of strained relations between the parties did not lessen the fiduciary’s duty of full and complete disclosure.”). Plaintiffs are entitled to complete and accurate information as requested before this action was filed and as requested in discovery in this action. To date, Defendants have done nothing more than serve a litany of objections to document requests and deliver an inadequate “accounting” to Plaintiff Meyer in February 2011 (as detailed in Meyer’s First Amended Petition).

Defendants’ arguments in favor of abatement are, remarkably, in direct conflict with the position taken by Defendants earlier in this action when Defendants objected to providing Plaintiffs with the identification and addresses for the STS Trust beneficiaries for purposes of

notification of the pendency of this action.⁵ While there may be causes of action that Plaintiffs assert that require an analysis of “necessary” parties pursuant to Rule 39, TRCP, and whether and if such “necessary” parties must be joined before judgment in this case, it is clear pursuant to controlling Texas authorities, beneficiaries are not necessary parties to the tort elements of this case. *See Mayflower Trust Co. v. Nowell*, 413 S.W.2d 783, 786 (Tex. Civ. App.—Houston 1967, writ dism’d) (“We agree with the trial court, that [Section 24 of Article 7425b governing power of Texas courts with regard to certain actions and necessary parties under the Texas Trust Act] does not by its terms cover a suit such as the instant action brought for conversion of trust assets, for torts of the trustee; and damages for fraudulent acts by the trustee and others against the beneficiaries of the trust.”).

At most, what is required for this case to proceed to judgment in favor of Plaintiffs on causes of action based “on a contract executed by the trustee” or based on “a tort committed in the course of the trustee’s administration” of the trust, is that Plaintiffs “gave notice of the existence and nature of the action” to each beneficiary “more than 30 days before the date of the judgment.” TEX. PROP. CODE § 115.015. The Court is authorized to fix the notice period, so long as it is more than 30 days before the date of judgment. *Id.* No notice period has been set by the Court. The case has not yet been set for trial and discovery is in its very early stages. To the extent the Court is inclined to set a notice period in this case, Plaintiffs request that such period be set so that it expires no more than 30 days before the date of judgment and that all expenses of notice be taxed as costs of court and recoverable as costs in any judgment for Plaintiffs.

Because Defendants improperly request abatement in whole when part of the requested relief may be granted in the absence of all beneficiaries and when the Court has yet to set a

⁵ *See* Letter from David Jed Williams to David Deary dated April 29, 2011, attached hereto as Exhibit A (“The notice contemplated under § 115.015 does not apply to the Lawsuit. Accordingly, such a list will not be provided to you pursuant to § 115.015 of the Texas Property Code.”).

notice period in this case, this Court should deny Defendants' request for an abatement of the entire case.

C. Joinder and Abatement Are Within the Court's Discretion and Not Required in This Case

Defendants mistakenly argue that joinder of all STS Trust beneficiaries in this action is mandatory, ignoring the clear requirement to conduct a feasibility analysis. *See, e.g.*, Defendants Motion to Abate 5-6. Without analyzing the feasibility provisions contained in Rule 39, TRCP, Defendants erroneously request the Court to conclude that all STS Trust beneficiaries "must be joined." *Id.* at 6.

Texas law of joinder is no longer so simple and formulaic. *See Sabre Oil & Gas Corp. v. Gibson*, 72 S.W.3d 812, 815 (Tex. App.—Eastland 2002, pet. denied) ("Rule 39(a) no longer speaks of 'necessary' and 'indispensable' parties, and Texas courts have begun to discard these terms."); *see also Allegro Isle Condo. Ass'n v. Casa Allegro Corp.*, 28 S.W.3d 676, 678 (Tex. App.—Corpus Christi 2000, no pet.). Rule 39, like the Declaratory Judgment Act, mandates joinder of persons whose interests would be affected by the judgment. Tex. Civ. Prac. & Rem. Code § 37.006. *Brooks v. Northglen Ass'n*, 141 S.W.3d 158, 162 (Tex. 2004). However, Rule 39 also determines whether a trial court has authority to proceed without joining a person whose presence in the litigation is made mandatory by the Declaratory Judgment Act. *Id.* ("nothing in the rule precluded the trial court from rendering complete relief among Northglen and the eight homeowners who had sued for a declaration of rights"). Under the provisions of Rule 39, "it would be rare indeed if there were a person whose presence was so indispensable in the sense that his absence deprives the court of jurisdiction to adjudicate between the parties already joined." *Cooper v. Texas Gulf Industries, Inc.*, 513 S.W.2d 200, 204 (Tex. 1974); *see Pirtle v. Gregory*, 629 S.W.2d 919, 920 (Tex. 1982). Numerous courts, in addition to those cited above,

have exercised their discretion to proceed to judgment without the presence of allegedly indispensable parties. *Caldwell v. Callender Lake Property Owners Improvement Assoc.*, 888 S.W.2d 903 (Tex. App. – Texarkana 1994, writ denied); *Rondon v. Norton*, 591 S.W.2d 322 (Tex.Civ.App. – Ft. Worth 1979, no writ); *Schwertner v. Jones*, 456 S.W.2d 956 (Tex.Civ.App. – Austin 1970, no writ).

Rule 39 now sets forth a process for joinder based on feasibility. In pertinent part, Rule 39 provides:

(a) Persons to be Joined if Feasible. A person who is subject to service of process shall be joined as a party in the action if (1) in his absence complete relief cannot be accorded among those already parties, or (2) he claims an interest relating to the subject of the action and is so situated that the disposition of the action in his absence may (i) as a practical matter impair or impede his ability to protect that interest or (ii) leave any of the persons already parties subject to a substantial risk of incurring double, multiple, or otherwise inconsistent obligations by reason of his claimed interest. If he has not been so joined, the court shall order that he be made a party. If he should join as a plaintiff but refuses to do so, he may be made a defendant, or, in a proper case, an involuntary plaintiff.

(b) Determination by Court Whenever Joinder Not Feasible. If a person as described in subdivision (a)(1)-(2) hereof cannot be made a party, the court shall determine whether in equity and good conscience the action should proceed among the parties before it, or should be dismissed, the absent person being thus regarded as indispensable. The factors to be considered by the court include: first, to what extent a judgment rendered in the person's absence might be prejudicial to him or those already parties; second, the extent to which, by protective provisions in the judgment, by the shaping of relief, or other measures, the prejudice can be lessened or avoided; third, whether a judgment rendered in the person's absence will be adequate; fourth, whether the plaintiff will have an adequate remedy if the action is dismissed for non-joinder.

Defendants have wholly failed to discuss the feasibility requirement for joinder. As such, the Court cannot make the required feasibility determination because Defendants have omitted the issue entirely. The word “feasible” does not even appear in Defendants’ Plea—even though this is precisely the type of case (hundreds of nonresident beneficiaries of a Texas trust) where feasibility will likely be an important determination.

Defendants no doubt ignore the “feasible” analysis of Rule 39 because the facts of this case do not support abatement for purposes of joinder of all beneficiaries, particularly at this stage of the case. For example, a trial court’s declaration under Section 37.006(a) does not prejudice the rights of any person not a party to the proceeding, thus any non-joined beneficiary could pursue individual claims. *Brooks*, 141 S.W.3d at 163. Further, there is no evidence that any other STS Trust beneficiary has filed suit or are otherwise disposed to file suit. Defendants themselves admit that “their [the other beneficiaries] interests have been similarly affected by the actions” of JP Morgan that are at issue in this case. Defendants’ Plea, p. 5.

Defendants’ authorities do not require abatement in these circumstances. In *Longoria*, the trial court suggested an abatement to allow amended pleadings and joinder of absent parties. The San Antonio Court of Appeals merely held that it was “within the trial court’s discretion to conclude that these record interest owners should have the opportunity to defend their title in this case.” *Longoria v. Exxon Mobil Corp.*, 255 S.W.3d 174, 182 (Tex. App.—San Antonio 2008, pet. denied). Here, there is no issue requiring any beneficiary to “defend their title” in this case. Accordingly, *Longoria* is inapposite.

In *April Sound*, the Amarillo Court of Appeals based its decision on “fundamental” property rights, the need to stabilize “uncertainty regarding deed restrictions,” and the reality that the trial court’s declaration would affect the interests of non-party lot owners in the subdivision. *April Sound Mgmt. Corp. v. Concerned Prop. Owners for April Sound, Inc.*, 153 S.W.3d 519, 526 (Tex. App.—Amarillo 2004, no pet.). Again, no such issues are present in the instant case. As with *Longoria*, *April Sound* is inapposite.

In *Pampell*, the Supreme Court noted that “there is no litmus paper test for determining whether or not a party is indispensable” and “the facts in each case should determine whether or

not an indispensable party has not been joined as plaintiff or defendant in a suit.” *Pampell v. Pampell*, 554 S.W.2d 20 (Tex. 1977). Putting aside whether this “indispensable” analysis remains applicable in light of the “feasible” analysis of Rule 39, the facts of the instant case do not support abatement.

In *Truong*, the Houston Court of Appeals [1st Dist.] did not even address the merits of the appellants’ joinder issues because the appellants failed to request abatement of the suit and also “failed to provide us with a record of a hearing on the matter.” *Truong v. City of Houston*, 99 S.W.3d 204, 216 (Tex. App.—Hous. [1st Dist.] 2002, no pet.).

Defendants do not cite a single case wherein a trustee avoided a tort suit by claiming that the case must be abated because all of the beneficiaries injured by the trustee’s actions had not yet joined the suit against the trustee. Under the relevant Texas trust law, beneficiaries are necessary parties only when the action is predicated on the act of obligation of a beneficiary. *See, e.g.*, TEXAS TRUST ACT, Art. 7425b-24 (1943) (“If the action is predicated upon *any act or obligation of any beneficiary*, such beneficiary shall be a necessary party to the proceedings”)(emphasis added); *see also* TEX. PROP. CODE § 115.015.

Defendants fail to explain what prevents the trial court from entering a judgment that is “a final and complete adjudication of the dispute for the parties who were before the court.” *See Stark v. Benckenstein*, 156 S.W.3d 112, 119 (Tex. App.—Beaumont 2004, pet. denied). Defendants further fail to show why the Court should not proceed in this case “in equity and good conscience” with the parties before the Court. Accordingly, this Court should deny the Defendants’ request for an abatement.

D. If the Court Determines Abatement is Appropriate, the Abatement Terms Should Allow Discovery to Proceed

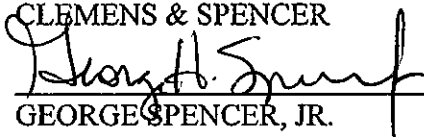
A trial court may, in its discretion, draft an abatement order that allows the parties to conduct discovery. *Lumbermens Mut. Cas. Co. v. Garza*, 777 S.W.2d 198, 199 (Tex. App.—Corpus Christi 1989, no writ) (“[A] trial court may, in its discretion, draft an abatement order which would allow the parties to file discovery requests.”). Although Plaintiffs do not believe an abatement can be justified under controlling law and the current circumstances of this case, if the Court is inclined to order a limited abatement, discovery should proceed and the Court should allow full discovery, including document production, interrogatory answers, responses to request for admissions, hearings on motions to compel, depositions, and other discovery activities.

WHEREFORE, Plaintiffs pray that Defendants’ Plea in Abatement be denied in its entirety, Plaintiffs recover all costs, expenses and attorneys’ fees incurred in responding to the Plea, and the Court grant Plaintiffs such other and further relief to which they are justly entitled.

DATE: August 17, 2011.

Respectfully submitted,

CLEMENS & SPENCER



GEORGE SPENCER, JR.

State Bar No. 18921001

112 E. Pecan St., Suite 1300

San Antonio, Texas 78205

Telephone: (210) 227-7121

Facsimile: (210) 227-0732

RICHARD TINSMAN

State Bar No. 20064000

TINSMAN & SCIANO, INC.

10107 McAllister Freeway

San Antonio, Texas 78205

Telephone: (210) 225-3121

Facsimile: (210) 225-6235

JAMES L. DROUGHT

State Bar No. 06135000

DROUGHT DROUGHT & BOBBITT, LLP

112 E. Pecan St., Suite 2900

San Antonio, Texas 78205

Telephone: (210) 225-4031

Facsimile: (210) 222-0586

ATTORNEYS FOR PLAINTIFF

JOHN K. MEYER

LOEWINSOHN FLEGLE DEARY, L.L.P.



DAVID R. DEARY

State Bar No. 05624900

JIM L. FLEGLE

State Bar No. 07118600

MICHAEL J. DONLEY

State Bar No. 24045795

12377 Merit Drive, Suite 900

Dallas, Texas 75251

Telephone: (214) 572-1700

Facsimile: (214) 572-1717

ATTORNEYS FOR PLAINTIFF

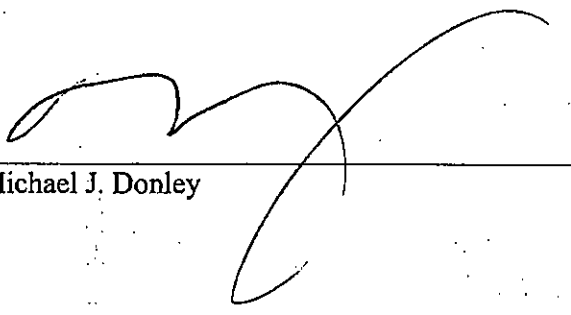
EMILIE BLAZE

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing instrument has been served on the below listed counsel of record via the method indicated, this 17th day of August 2011:

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

Via Facsimile



Michael J. Donley

EXHIBIT A



HORNBERGER SHEEHAN FULLER & BEITER
INCORPORATED

David Jed Williams
Direct Dial (210) 271-1731
jwilliams@hsfblaw.com

April 29, 2011

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. David R. Deary
Loewinsohn Flegle Deary LLP
12377 Merit Drive, Suite 900
Dallas, Texas 75251-2224

Re: Cause No. 2011-CI-04747; *Emilie Blaze v. JPMorgan Chase Bank, N.A., et al.*,
in the 225th Judicial District Court, Bexar County, Texas (the "Lawsuit")

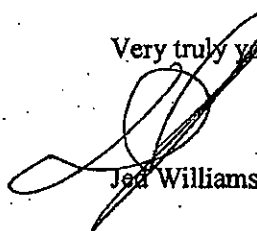
Dear Mr. Deary:

We received your letter dated April 21, 2011 requesting a list of the names and addresses of the beneficiaries of the South Texas Syndicate Trust (the "Trust") pursuant to § 115.015 of the Texas Property Code. The notice contemplated under § 115.015 does not apply to the Lawsuit. Accordingly, such a list will not be provided to you pursuant to § 115.015 of the Texas Property Code.

However, notice of the Lawsuit has previously been provided to the beneficiaries of the Trust through a monthly memorandum provided to all beneficiaries. I have attached a copy of this memorandum to this letter. Further, our client will provide you with a list of the names of the beneficiaries of the Trust. However, the beneficiaries' contact information is confidential and our client will not disclose such information without the consent of the beneficiary(ies).

Please advise if you would like to receive a list of the names of the beneficiaries.

Very truly yours,



Jed Williams

DJW/lrk
Enclosures



J.P.Morgan

To: Beneficiaries of the South Texas Syndicate Trust
From: J.P. Morgan Management Team
Re: Distribution and Onsite Visit Overview
Date: April 15, 2011

We are pleased to announce the trust is distributing a payment in the amount of \$82.00 per unit for the month of March. Your distribution is either being mailed separately by check or delivered electronically via Direct Deposit. We currently have 96 beneficiaries utilizing J.P. Morgan's Direct Deposit service. Please contact Sherry Harrison if you have questions, require another form or need additional information on our Direct Deposit capability. Also, at your request we can deliver this memorandum electronically via email.

Financial Overview

Operators are continuing to increase oil production on the STS leases which, along with the positive price increases, is having a tremendous impact on the distributions to the beneficiaries. Compared to February, average weighted oil prices received increased almost 12% from \$81.11 to \$90.80 per BBL and average weighted gas prices decreased 9.2% from \$4.66 to \$4.23 per MCF on 10,923 BBL and 89,372 MCF respectively.

Mineral Management Overview

Drilling is very active on STS minerals, and is reviewed in more detail below. Fracturing equipment and related supplies remain in short supply, but are scheduled to arrive on certain STS leases in the month of June. During our visit this month, we found significant construction of pipeline infrastructure continues in the immediate area. Also, much activity is underway as the construction of well sites, drilling and production efforts advance. Gas pipeline capacity is an increasing concern voiced by multiple producers in the play considering the increased production volume and latest commodity prices.

There are several important dates in May and July requiring specific actions by the operators to maintain their leases. We continue to closely monitor the activity of the Lessees as these dates approach.

Geologist Joe Finger's various production tables are enclosed together with the latest map. Mr. Finger notes the following related to production from the STS wells:

The thirteen Eagle Ford Shale wells currently producing on South Texas Syndicate lands have a cumulative production of 9,211,762 mcf of gas and 390,811 barrels of oil. These wells are currently producing an average of 15,847 mcf of gas per day, and 1,336 barrels of oil per day. Included in the current report is the total oil and gas production of all other wells on the South Texas Syndicate. These additional 38 oil wells and 17 gas wells are currently producing a total of 2,811 mcf of gas per day, and 122 barrels of oil per day.

TX3-7219, P.O. Box 47531, San Antonio, Texas 78265-7531

JPMorgan Chase Bank, N.A.

Bank products and services are offered through JPMorgan Chase Bank, N.A. and its affiliates. Securities are offered by J.P. Morgan Securities Inc.

Operational Update

In addition to visiting the STS property, we discussed operational plans with the key operators of the STS leases. Below is a summary of our discussions and observations.

Hunt Oil – We observed the completed well site prepared for the Hunt STS1314 #1H. The well is planned to feature a lateral well bore section of a greater length than the STS A-1391. Hunt reports that the spud date for this well will be delayed to mid-June due to continued coordination required with their investment partners. Flow rates in the STS A-1391 were nominal as scheduled work to install a mechanical lift system occurred. Also takeaway capacity is constrained due to pipeline construction and an accident upstream from the STS lands. Hunt continues to focus investment on drilling additional wells on this lease and other Hunt leases in the northeast portion of the STS mineral spread.

Talisman Energy USA – Drilling is complete in the Talisman STS 452 C at a total measured depth (TMD) of 13,939 feet. The Talisman STS 453 C is the third of four wells permitted by the Texas Railroad Commission to be drilled from the "C" pad location. Currently the rig is drilling the horizontal portion of the 453 C well bore, and according to geosteering reports, has yet to enter the Eagle Ford section. The well is anticipated to finish drilling later this month at a TMD of 17,451 feet. When drilling is complete in the 453 C well bore, the rig will move a short distance and spud the STS 454 C in the last week of April, weather permitting. Similar to many wells in the area, the Talisman 452 H, STS 452B, STS 451C and STS 452C continue to await fracturing equipment. Talisman reports fracturing is scheduled to begin in mid-June. The fracturing will occur on the Talisman "C" pad site situated in the northern portion of the 9416.785 acre lease, and then progress to the "B" pad site in mid-August. Talisman reports production constraints in the STS 45 1 1-H well and the STS 29 1-H well due to pipeline pressure issues as discussed above in the Hunt Oil section.

Petrohawk Energy Corporation – The Petrohawk STS #9H spud April 6, and is drilling ahead at 4,183 feet. Petrohawk continues to discuss the deployment of another drilling rig on the STS leasehold. The rigs are scheduled to drill the following wells:

<u>Well Name</u>	<u>Estimated Spud Date</u>
STS B 8 H	April 23
STS B 6 H	Following the B 8 H
STS C 5 H	May 22
STS 11 H	June 3
STS 13 H	June 20
STS C 6 H	July 19

We learned in earlier discussions with Petrohawk that drilling will focus on primary leases with expiration dates approaching in April through July. This approach will continue as Surface Use Agreements are finalized with surface owners. The Petrohawk team also expects additional wells to be drilled prior to October, and we will monitor their drilling schedule and keep you apprised.

Litigation Update – Emilie Blaze, a beneficial interest owner of the Trust, recently filed a lawsuit against J.P. Morgan seeking removal of J.P. Morgan as Trustee and asserting various causes of action. We will provide you with a copy of the suit upon request. While J.P. Morgan intends to work with Mrs. Blaze's counsel to try to address her complaints so as to minimize fees and expenses to the Trust, J.P. Morgan strongly denies Mrs. Blaze's allegations and intends to vigorously contest the allegations.

The Jack Meyer lawsuit was remanded from federal court to state district court in Bexar County, Texas.

Pioneer/EOG Lawsuit – The Court entered its Final Judgment on March 17. J.P. Morgan will be making a special distribution to the beneficiaries of the \$1,450,000 proceeds on April 20 pursuant to the terms of the Settlement Agreement.

As you know, the Pioneer/EOG lawsuit was filed to address lack of development of the Cullen leases. Pioneer purchased the circa 1940 leases with the intention of developing the Edwards limestone using horizontal technology. Pioneer had successfully drilled related fields in this trend and had success in developing the Edwards. This was the proven and known formation that is producing on Cullen leases operated by Pioneer. Since the time of the purchase, Pioneer had drilled four vertical wells with no horizontal wells attempted. Two of the vertical wells are still producing from this interval. J.P. Morgan thought it prudent to have a court determine whether Pioneer and EOG had proceeded "with such diligence as would be exercised by a reasonably prudent operator under the circumstances". Ultimately, J.P. Morgan hoped to have the Court impose the equitable remedy of lease cancellation for failure to develop, but the Court denied the Trust that remedy. Thus, the Cullen lease terms control current and future production, including the 1/8 royalty.

The Cullen leases are situated along and north of the Edwards Reef, and the early maps of the Eagle Ford available prior to and after the filing indicated that the productive geographic area did not extend into the Cullen leases. As the lawsuit progressed, the Eagle Ford Shale prospective play expanded. The trend included several Eagle Ford wells indicating that the thinner zones along the Edwards reef were productive in the oil window. These additional wells were drilled on trend with but not on the Cullen leases after the original lawsuit was filed. Thus, the development of the Eagle Ford became an important economic and strategic consideration in the lawsuit.

Given the expense and risk involved in litigation (including competing arguments by technical and scientific experts and Pioneer's counterclaim) and given an opportunity to enter into a drilling program of the Eagle Ford that did not otherwise exist, J.P. Morgan believed the prudent course of action at that juncture was to enter into a settlement which would reimburse substantially all of the fees and expenses incurred in the litigation and provide for an agreement with Pioneer and EOG in addition to the terms of the Leases which would require these entities to drill within prescribed terms or pay significant penalties for failure to do so. While the viability of these wells is unknown, the location of the wells within the trend and advancing technology utilized with Eagle Ford wells cause us to be optimistic. Furthermore, and quite importantly, the Edwards gas is still in place and it is hoped will provide future income to the Trust should gas prices recover to support the economic viability of drilling the Edwards.

Total attorneys' fees, expert witness fees and expenses incurred by the Trust during the course of the litigation were \$1,162,161.32. This litigation consumed considerable time by J.P. Morgan employees and the trustee could justify taking an extraordinary fee. However, we will apply only our fee for routine services of 2.5% on this disbursement. The fee will be deducted from next month's royalty income.

Appraisal of STS Mineral Interests - As we communicated to you last month, we determined that the scope of the Riverland offer to purchase up to 1/3 of the beneficiaries' interests in the Trust, and the prospect that the beneficiaries may receive similar offers in the future, was such that it became appropriate to have the mineral assets valued. As Trustee of the South Texas Syndicate Trust (the "Trust"), J.P. Morgan engaged Ryder Scott Company, L.P. ("Ryder Scott") to estimate the value of the remaining proved, probable, and possible reserves, future production rates, and income as of April 1, 2011 that are attributable to the mineral interests owned by the Trust and that are contained within 132,000 acres (the "Property") in La Salle and McMullen Counties in Texas. In very general terms, Ryder Scott performed its analysis by projecting the future production of oil and condensate, plant products, and gas on the Property. They then applied assumed prices to such production to calculate gross revenue, subtracting production and ad valorem taxes to derive net income and then discounted that projected net income by a 10 percent discount rate to derive its present value. The reserves and income data included in the Report conform to the definitions of proved, probable and possible reserves sponsored and approved by the Society of Petroleum Engineers (SPE), the World Petroleum Council (WPC), the American Association of Petroleum Geologists (AAPG), and the Society of Petroleum Evaluation Engineers (SPBE) Petroleum Resources Management System (SPE-PRMS). Ryder Scott derived an estimated value of \$522,027,332 for total proved reserves, \$248,514,859 for total probable reserves, and \$224,755,797 for total possible reserves.

J.P. Morgan engaged Ryder Scott to estimate the value of the remaining proved, probable, and possible reserves, future production rates, and income solely for general planning purposes. As we advised last month, it is anticipated that a beneficiary will be able to present the appraisal to the beneficiary's advisors to assist in determining the value of his, her or its beneficial interest and to help the beneficiary make a reasoned judgment on the fairness of future offers. You are strongly encouraged to consult with your independent tax, legal, or other advisors for guidance with respect to the analyses and conclusions presented in the Report. Those advisors, and not the STS Trustee, are the proper parties to counsel you with respect to whether the information contained in the Report may be utilized in the context of the valuation of gifts for state or federal gift taxation or estate planning or how the information may be utilized in the context of the potential sale of all, or a portion, of your beneficial interest in the Trust, divorce, or any other business transaction or personal transaction or planning involving the valuation of your beneficial interest in the Trust.

Despite the soundness of the valuation methodology utilized by Ryder Scott, its analysis and estimates are subject to numerous uncertainties with respect to hydrocarbon prices, recoverable reserves, mineral interest leases, the effect of governmental regulation, and various other factors. Some of these uncertainties are as follows:

- "As a result of both economic and political forces, there is significant uncertainty regarding the forecasting of future hydrocarbon prices. The recoverable reserves and the income attributable thereto have a direct relationship to the hydrocarbon prices actually

received; therefore, volumes of reserves actually recovered and amounts of income actually received may differ significantly from the estimated quantities presented in this report.”

- “While it may be reasonably anticipated that the future prices for the sale of production may increase or decrease from existing levels, such changes were omitted from consideration in making this evaluation. Moreover, estimates of reserves may increase or decrease as a result of future operations, effects of regulation by governmental agencies or geopolitical risks. As a result, the estimates of oil and gas reserves have an intrinsic uncertainty. The reserves included in this report are therefore estimates only and should not be construed as being exact quantities. They may or may not be actually recovered, and if recovered, the revenues and the actual costs related thereto could be more or less than the estimated amounts.”
- “The STS leases may be subject to various levels of governmental controls and regulations. These controls and regulations may include matters relating to land tenure, drilling, production practices, environmental protection, marketing and pricing policies, royalties, various taxes and levies including income tax, and foreign trade and investment and are subject to change from time to time. Such changes in governmental regulations and policies may cause volumes of reserves actually recovered and amounts of income actually received to differ significantly from the estimated quantities.” “For reserves not yet on production, sales were estimated to commence at an anticipated date furnished by the lease operators to J.P. Morgan. The future production rates from wells now on production may be more or less than estimated because of changes in market demand or allowables set by regulatory bodies. Wells or locations that are not currently producing may start producing earlier or later than anticipated in our estimates.”

In short, the remaining reserves on the Property and the income projected to be derived are subject to numerous uncertainties and assumptions and should be considered as estimates only. The indicated conclusions of value presented in the Report may or may not represent the price that could be obtained by the Trustee if it attempted to sell the Trust’s mineral interests.

An electronic copy of the Report is available upon request. Please contact Sherry Harrison if you would like to receive a copy of the Report.

Your J.P. Morgan management team’s contact information is provided below. Please let us know if you have a question or require assistance.

Ms. Colleen W. Dean, Relationship Manager – (210) 841-5870 – Colleen.Dean@jpmorgan.com
Mr. Gary Aymes, Fiduciary Officer – (210) 841-7033 – Gary.P.Aymes@jpmorgan.com
Ms. Sherry Harrison, Sr. CSA – (210) 841-7030 – Sherry.Harrison@jpmorgan.com
Mr. H.L. Tompkins, Sr. Mineral Manager – (713) 216-4423 – H.L.Tompkins@jpmorgan.com
Mr. Jason Beck, Mineral Manager – (817) 871-9528 – Jason.R.Beck@jpmorgan.com

APRIL, 2011 MONTHLY REPORT
EAGLE FORD SHALE
PRODUCTION/WELL STATUS UP TO JANUARY 31, 2011

	OPERATOR	WELL NO.	FIRST PROD.	API NO.	MCF G/DAY	CUMM. GAS MCF	BBL. OIL (COND.) PER DAY	CUMM. OIL BBL.
1	Petrohawk	1-ST5 #844	10/08	42-283-32144	1034	1,263,490	28	31,582
2	Petrohawk	1-H ST5 Palmer ST5	05/09	42-283-32191	756	1,017,064	-0-	-0-
3	Commen	451-H	07/09	42-283-32188	861	759,780	78	67,384
4	Petrohawk	ST5 3-H	09/09	42-283-32204	923	698,363	42	26,964
5	Petrohawk	ST5 2-H	10/09	42-283-32203	692	726,080	22	21,518
6	Talisman	ST5 291-H	10/09	42-283-32205	2521	2,023,809	38	40,204
7	Petrohawk	ST5 4-H	10/09	42-283-32206	943	1,006,241	16	24,776
8	Petrohawk	ST5 B-1H 361-H	10/09	42-283-32188	602	592,512	67	64,854
9	Talisman	ST5 'A'	1/10	42-311-34158	353	348,342	-0-	-0-
10	Hunt	1-ST5 'A'		42-331-33867				
11	Petrohawk	4-H ST5 'A'		42-283-32255				
12	Tidal	1-H ST5						
13	Petrohawk, Inc.	ST5	11/10	42-283-32260	896	109,185	218	20,859
14	Petrohawk	7-H ST5 B		42-283-32267				
15	Petrohawk	2-H ST5 B		42-283-32266				
16	Petrohawk	10-H ST5 B		42-283-32269				
17	Talisman	452 6-H		42-283-32277				
18	Petrohawk	ST5	10/10	42-283-32285	3083	352,206	351	39,361
19	Petrohawk	B-H						
20	Hunt	ST5	11/10	42-283-32298	2806	286,857	378	38,010
21	Talisman	1-H ST5 A 1391	10/10	42-283-32300	428	38,833	99	15,519
22	Talisman	754 1H ST5		42-283-32312				
23	Petrohawk	9-H ST5		42-283-32316				
24	Talisman	452 B ST5		42-283-32342				
25	Talisman	451C ST5		42-283-32376				
26	Talisman	452C ST5		42-283-32387				
27	Talisman	453C ST5		42-283-32388				
28	Talisman	454C ST5		42-283-32388				
	TOTALS				15,847	9,211,762	1,336	390,811

APRIL, 2011 MONTHLY REPORT
GAS PRODUCTION/WELL STATUS UP TO JANUARY 31, 2011

OPERATOR	# OF WELLS	WELL NO.	API NO.	MCF G/DAY	CUMM. GAS MCF	BBL. OIL (COND.) PER DAY	CUMM. OIL BBL.
Whiting	1	McJunkin G15	42-311-01373	2	2,476,690	-0-	20,704
Whiting	1	McJunkin G10	42-311-32561	53	189,183	-0-	-0-
Liquid	1	ANB-1	42-311-30379	16	584,892	-0-	2898
Liquid	1	ANB-2	42-311-31266	14	515,277	-0-	1300
Virtex	1	ANB-3	42-311-30508	-0-	1,775,849	-0-	2918
Lakewood	1	STS-1	42-283-32014	24	115,785	-0-	463
Alegre	1	STS-1	42-311-32877	181	1,127,880	-0-	1146
Chaparral	1	STS-1	42-311-30331	47	1,148,041	-0-	167
Pioneer	1	STS II-A5	42-283-30892	431	15,337,022	1	3574
Pioneer	1	STS II-A8	42-283-30953	165	5,080,049	1	1354
Pioneer	1	STS II-A7	42-283-31304	88	3,772,085	1	1044
Pioneer	1	STS II-A9	42-283-31515	566	5,260,329	1	3887
Pioneer	1	STS II-A11	42-283-31907	746	1,435,145	1	846
Pioneer	1	STS II-B10	42-283-31611	1	523,897	-0-	975
Pioneer	1	STS II-B14	42-283-31808	205	317,286	1	251
Pioneer	1	STS II-B12	42-283-31906	173	133,592	-0-	-0-
Pioneer	1	STS II-B8	42-283-31353	-0-	2,657,196	-0-	-0-
TOTALS	17			2,702	42,469,222	8	41,405

APRIL 2011 MONTHLY REPORT
OIL PRODUCTION/WELL STATUS UP TO JANUARY 31, 2011

OPERATOR	# OF WELLS	WELL NO.	API NO.	MCF G/DAY	CUMM. GAS MCF	BBL. OIL (COND.) PER DAY	CUMM. OIL BBL.
Blackbrush	1	STS-105	42-311-33929	-0-	7614	4	9807
Camizo	1	104-S-1	42-311-33548	-0-	2258	2	11,650
Kaler	7						
Whiting	6	STS-B	42-289-30259	-0-	38,442	15	622,256
Whiting	3	STS-A	42-311-31450	-0-	4348	9	208,450
Whiting	2	STS-A	42-311-31454	-0-	-0-	10	64,428
Whiting	1	STS-A	42-311-31345	108	101,728	21	30,380
Whiting	1	STS G-3T	42-311-01374	3	11,730	-0-	3124
Whiting	1	STS A-11		-0-	48,868	10	605,814
Mina	5		42-283-00104	-0-	-0-	-0-	-0-
Whiting	2	STS-B	42-283-31475	-0-	-0-	7	35,127
Whiting	7	STS-B	42-311-01493	-0-	735	28	328,720
Stonegate	2		42-283-30100	-0-	697,175	4	785,596
Mina	2	ANB			12,951	6	119,411
TOTALS	38			108	826,8354	116	2,824,773

SOUTH TEXAS SYNDICATE EAGLEFORD SHALE WELLS

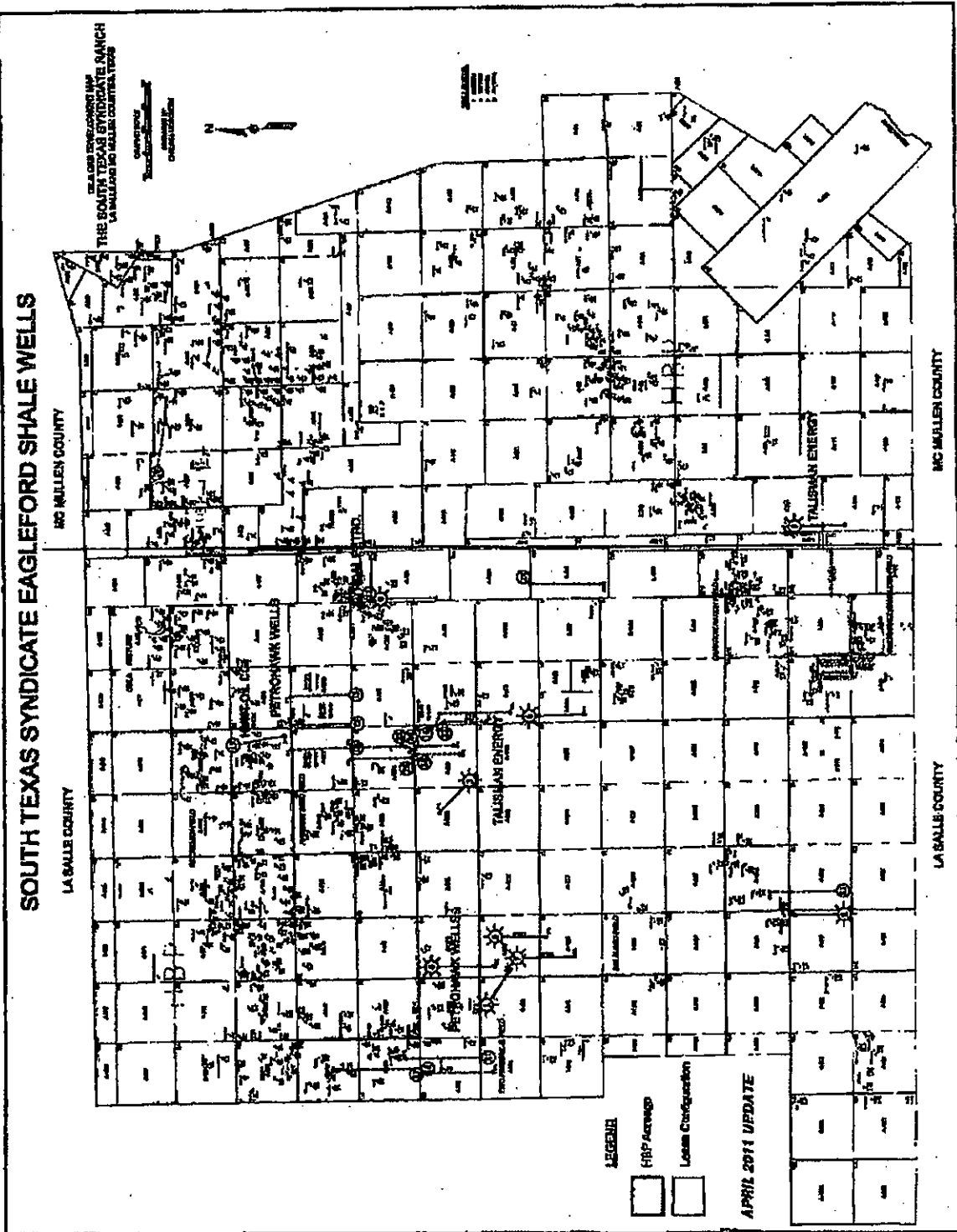


EXHIBIT B

CAUSE NO. 2010-CI-10977

JOHN K. MEYER, ET AL.,

Plaintiff,

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

**AFFIDAVIT OF EMILIE BLAZE IN SUPPORT OF
PLAINTIFFS' MOTION FOR ENTRY OF PROTECTIVE ORDER**

STATE OF MARYLAND §
COUNTY OF Baltimore §

BEFORE ME, the undersigned authority, on this day personally appeared Emilie Blaze,
who swore on oath as follows:

1. "My name is Emilie Blaze. I am over the age of 21 and fully competent to make this affidavit. The facts stated in this affidavit are true and correct and are within my personal knowledge.
2. I am a beneficiary of the trust commonly referred to as the South Texas Syndicate Trust ("STS Trust") and a plaintiff in the above-titled action.
3. Prior to this litigation, I requested that JP Morgan Chase Bank ("JP Morgan") allow me, and persons acting on my behalf, to have access to the documents and records regarding the management and administration of the STS Trust.

4. [Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

LOEWINSOHN FLEGLE DEARY
L · L · P

November 18, 2011

FILED
DISTRICT CLERK
BEXAR CO. TEXAS
11 NOV 21 PM 2:30
DEPUTY

Via U.S. First Class Mail

Clerk – 225th Judicial District
Bexar County Courthouse
101 W. Nueva, Suite 217
San Antonio, Texas 78205

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

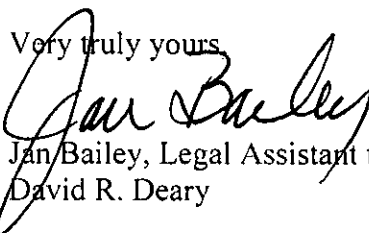
Dear Clerk:

Enclosed please find an original and one copy of the following:

1. Affidavit of Service regarding Notice of Record Request Pursuant to §59.006, served on EOG Resources, Inc.;
2. Affidavit of Service regarding Notice of Record Request Pursuant to §59.006, served on Pioneer Natural Resources USA, Inc.; and
3. Affidavit of Service regarding Notice of Record Request Pursuant to §59.006, served on Petrohawk Energy Corporation..

Please file the original Affidavits of Service with the Court and return file-marked copies in the enclosed, postage paid envelope provided.

Should you have any questions, please do not hesitate to contact our office.

Very truly yours

Jan Bailey, Legal Assistant to
David R. Deary

cc: All Counsel



JOHN MEYER, ET AL | IN THE DISTRICT COURT
 VS. | 225TH DISTRICT COURT
 JP MORGAN CHASE BANK, N.A., ET AL | BEXAR COUNTY, TEXAS

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

PCP

I, **Bob L. Hogan**, Court Reporter for the District Courts of Bexar County, Texas, certify and acknowledge that the following exhibits were given to the District Clerk's Office of Bexar County, Texas to the below named Deputy District Clerk:

Vivian Ramsey
 Deputy District Clerk

Bob L. Hogan
 Court Reporter

8-19-11
 Date

8-19-2011
 Date

EXHIBITS CHECKED OUT TO BE COPIED

BY: _____ DATE: _____

RETURNED: _____

HEARING DATE: AUGUST 18, 2011
 GEORGE SPENCER (PETITIONER)
 JIM DROUGHT JIM FLEGLE
 RICHARD TINSMAN
 1 ENVELOPE

PAT SHEEHAN (RES)
 DAVID WILLIAMS
 MARK RANDOLPH

FILED
 DISTRICT CLERK
 OFY T. C. TEXAS
 11 AUG 19 PM 1:13
 BY *Vivian Ramsey* DEPUTY



ZELLE HOFMANN

ZELLE HOFMANN VOELBEL & MASON LLP

901 Main Street, Suite 4000
Dallas, Texas 75202
214-742-3000 MAIN 214-760-8994 FAX

FAX TRANSMISSION

BS
225

DATE: November 28, 2011
FROM: Ashley Bennett Jones
PAGES: 3, including this cover sheet
SUBJECT: Cause No. 2010-CI-10977, *John K. Meyer v. JPMorgan Chase Bank, N.A, et al;*, In the 225th Judicial District Court, Bexar County, Texas
FILE NO.: 1-900-0080
TAG NO.: _____

TO:	COMPANY	PHONE	FAX
Tony or Barbara DC Fax Express	BEXAR COUNTY DISTRICT CLERK	210-335-2674	210-335-0536

SPECIAL INSTRUCTIONS: PLEASE DELIVER IMMEDIATELY. THANK YOU.

B. Bennett Jones
DEPUTY
2011 NOV 28 P 4: 36
FILED
DISTRICT CLERK
BEXAR CO. TEXAS

IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL OUR FAX CENTER 214-742-3000

The information contained in this facsimile message is attorney privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone and return the original message to us at the above address via the U.S. postal service.



901 MAIN STREET, SUITE 4000
DALLAS, TEXAS 75202
214-742-3000 MAIN 214-760-8994 FAX

ASHLEY BENNETT JONES
ajones@zelle.com
(214) 749-4264

November 28, 2011

VIA FACSIMILE (210) 335-0536

Bexar County District Clerk
Attention: Tony or Barbara
DC FAX EXPRESS
Paul Elizondo Tower
101 W. Nueva, Suite 217
San Antonio, TX 78205-3411

RE: Cause No. 2010-CI-10977, *John K. Meyer v. JPMorgan Chase Bank, N.A, et al;*
In the 225th Judicial District Court, Bexar County, Texas
Our File No.: 1-900-0080

Dear Tony and/or Barbara:

We need to obtain a copy of the Court's Docket Sheet regarding the above-entitled and numbered cause. In this respect, I have attached a completed DC Fax Express form. Please return the docket sheet to the undersigned at our fax number 214-760-8994.

Thank you for your assistance in this matter.

Please do not hesitate to contact me if you have any questions.

Sincerely,

Ashley Bennett Jones

Enclosure

Fax Express Transmittal to:
BEXAR COUNTY DISTRICT CLERK
Fax (210) 335-0536
VOICE (210) 335-2662

DC Fax Express

Requested By: Ashley Bennett Jones Date: November 28, 2011

Firm: Zelle Hofmann Voelbel & Mason LLP

Address: 901 Main Street, Suite 4000

Fax No. 214-760-8994 Phone No. 214-742-3000

e-mail ajones@zelle.com

DOCUMENT INFORMATION

Please check: Civil Criminal Cause No. 2010-CI-10977

Style: John K. Meyer VS JP Morgan Chase Bank, N.A., et al.

Decree/Judgment/Sentence Date of Decree/Judgment/Sentence _____

Probation Conditions Order (Describe) _____

Other (Describe) Court's Docket Sheet

Please specify Certified (\$1.00 per page) Uncertified (\$1.00 per page)

Return via fax (Uncertified only) Mail back

Return via e mail (Uncertified only) Pick up

DISCOVER/NOVUS ACCOUNT INFORMATION

Cardholder's Name: Michael A. Parsons Address: 9629 Viewside, Dallas, Texas 75231

Account no. [REDACTED]

Authorized Signature: *Tony Parsons* Date November 28, 2011

FOR CLERK'S USE ONLY: Total \$ 00 for certified copies 0 non-certified copies

CLERK ASSIGNED *Bj*

LEGALEASE ACCOUNT INFORMATION

Card Number: _____

Client Number: _____ Case Number: _____

Style: _____

Document: _____

Instructions Prepared By: _____

FOR CLERK'S USE ONLY: TOTAL \$ _____ for certified copies _____ non-certified copies

CLERK ASSIGNED _____

Thank you for using DC Fax Express. In you have questions, please call 210-335-2662

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.

QRT

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IN THE DISTRICT COURT OF

225th JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

Morgan
2011 AUG 17 PM 2:53
FILED 8/17/11
DISRICT CLERK
BEXAR COUNTY TEXAS

PLAINTIFFS' RESPONSE TO DEFENDANT'S MOTION TO ABATE, MOTION TO STRIKE AND MOTION FOR CONTINUANCE

Plaintiffs John K. Meyer ("Meyer") and Emilie Blaze ("Blaze") (collectively "Plaintiffs") file this Response to Defendant JP Morgan Chase Bank's ("JP Morgan") Motion to Abate, Motion to Strike and Motion for Continuance on Discovery-Related Matters (collectively "Defendant's August 12th Motions")¹ and would show that the requested abatement, motion for continuance and motion to strike should each be denied.

I.
INTRODUCTION

Through its August 12th Motions, JP Morgan argues: (1) this case, and particularly discovery in this case, should be abated because there are beneficiaries of the STS Trust that are not present; (2) allowing discovery at this stage would be wasteful and duplicative; and (3)

¹ On August 12, 2011, Defendant JP Morgan filed a document titled "Defendant's Motion to Abate/Strike or for Continuance of Hearing on Discovery Related [sic] Matters". This is a separate document from Defendants JP Morgan and Gary P. Aymes' Plea in Abatement, filed on July 11, 2011. JP Morgan's August 11, 2011 filing purports to incorporate Defendants' July 11, 2011 Plea in Abatement. Because of the difficulties JP Morgan has created by filing separate and inconsistent pleas and motions, Plaintiffs respond separately to Defendants' Plea in Abatement and JP Morgan's August 12th Motions. Plaintiffs incorporate their contemporaneously-filed Response to Defendants' Plea in Abatement into this Response to Defendant's Motion to Abate, Motion to Strike and Motion for Continuance.

Plaintiffs' discovery-related hearings should be abated because preparing for them would be burdensome due to the strain on its legal resources caused by Defendants' Plea in Abatement. The burdens of pleading and proof fall on JP Morgan on each of its motions—and it has wholly failed to carry those burdens.

JP Morgan's August 12th Motions should be denied for the following independently-dispositive reasons: (1) JP Morgan's current issues were caused by its own extreme, obstructionist discovery tactics; (2) Plaintiffs have the right to access to the disputed information completely apart from their rights under the TRCP; (3) the abatement JP Morgan seeks is improper under Texas law; and (4) there will be no duplication or waste.

II. **ARGUMENT AND AUTHORTIES**

A. Applicable Burdens and Legal Standards

Defendant has the burden to allege and prove the facts that support its Plea in Abatement, by a preponderance of the evidence. See *Flowers v. Steelcraft Corp.*, 406 S.W.2d 199, 199 (Tex. 1966) (defendant's burden to prove facts in plea in abatement); *Bernal v. Garrison*, 818 S.W.2d 79, 82 (Tex. App.—Corpus Christi 1991, writ denied) (party who urges a plea in abatement has the burden of proving facts by a preponderance of the evidence).

Similarly, the party seeking a continuance bears the burden of demonstrating sufficient cause and proving the facts on which the motion relies through verification and/or affidavit. See TEX.R. CIV. P. 251; *Taherzadeh v. Ghaleh-Assadi*, 108 S.W.3d 927, 928 (Tex. App.—Dallas 2003, pet. denied). The failure of a litigant to diligently use the rules of civil procedure for discovery purposes will not authorize the granting of a continuance. *State v. Wood Oil Distrib., Inc.*, 751 S.W.2d 863, 865 (Tex. 1988).

Further, Plaintiffs urge—and JP Morgan has provided no authority to the contrary—that JP Morgan bears the burdens of pleading and proof on its Motion to Strike.

B. Plaintiffs' Response to Defendant's Factual Allegations

JP Morgan's factual allegations have considerable deficiencies.² None of JP Morgan's numbered sections contain specific factual statements on which this Court can make a decision on an abatement or continuance. Alternatively, Plaintiffs deny JP Morgan's factual allegations, to the extent there are any.

Plaintiffs specifically deny the statement that, “[t]his continuance is not sought for delay only but so justice may be done.”

C. JP Morgan's Motions Should Be Denied Because Its Current Issues Were Caused by Its Own Extreme, Obstructionist Tactics.

Providing no authority, JP Morgan continually asserts that discovery in this matter would be “premature”. *See, e.g.*, Defendant's August 12th Motions at 1 (“The discovery sought in this lawsuit is premature . . .”). The truth of the matter is that JP Morgan simply refuses to allow the beneficiaries of the STS Trust to examine the documents and information that would allow them to see how their Trust is being managed and administered. Defendants refused reasonable requests for information from the STS Trust beneficiaries before this litigation began, and Defendant's August 12th Motions simply represent the most recent refusal by this trustee to comply with its duties.

JP Morgan has had more than ample time to prepare for discovery. The first of these cases has been on file for more than a year. And despite this long string of refusals to provide discovery, JP Morgan claims that it cannot even prepare for a discovery hearing—let alone

² The July 11, 2011 Plea in Abatement only included one paragraph of verified facts. Defendant's August 12th Motions are accompanied by a “verification” which fails to state the relevant facts are within its counsel's knowledge—but instead merely claims to be true “to his personal knowledge”.

provide Plaintiffs with the information to which they are entitled by the Texas Trust Code and the Texas Rules of Civil Procedure. As detailed more fully in Plaintiffs' Motion to Compel and for Sanctions, JP Morgan has wrongfully and without cause delayed the discovery process for months. See Plaintiffs' Motion to Compel and for Sanctions 1-4.

As just one example of JP Morgan's obstructionist tactics, JP Morgan's counsel sought extensions of time to respond to discovery requests—extensions of time to serve discovery responses with absolutely *zero* substance. See, e.g., Defendants' JPMorgan Chase Bank, N.A.'s Objections and Responses to Plaintiff Blaze's First Set of Interrogatories at 3-6, attached hereto as Attachment 1 to Affidavit of Michael J. Donley. When counsel for Plaintiff Blaze advised that Plaintiff would agree to an extension of time to answer discovery but expected substantive responses, JP Morgan's counsel responded with surprise that Plaintiffs expected substantive responses to its discovery requests. See Email String between Jim Flegle and Patrick Sheehan, attached hereto as Attachment 2 to Affidavit of Michael J. Donley. This exchange is emblematic of the obstructions and inactions JP Morgan has improperly chosen to take.

D. JP Morgan's Motions Should Be Denied Because Plaintiffs Have the Right to Access to the Disputed Information Completely Apart from Their Rights Under the TRCP.

Plaintiffs, as beneficiaries of the STS Trust, are entitled to access to the requested information *completely apart* from the rights granted by the Texas discovery process. 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.) (“[I]t 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.”); *Montgomery v. Kennedy*, 669 S.W.2d 309, 313 (Tex. 1984) (“The existence of strained relations between the parties did not lessen the fiduciary's duty of full and complete disclosure.”).

E. JP Morgan's Motions Should Be Denied Because the Abatement It Seeks Is Improper Under Texas Law.

JP Morgan seeks abatement of this suit in its entirety. See Defendants' Plea in Abatement at 1 ("This trust case should be abated because all beneficiaries receiving distributions from the trust are necessary parties and yet Plaintiffs have not joined them as parties."); see also Defendant's August 12th Motions at 1. However, a trial court lacks authority to abate a suit in its entirety where part of the requested relief may be granted in the absence of persons who were thought to be indispensable parties. See, e.g., *City of Dallas v. Brice*, 12 S.W.2d 541, 543 (Tex. Comm'n App. 1929) ("A trial court lacks authority to abate a suit in whole where part of the relief prayed for may be granted in the absence of persons who were thought to be indispensable parties, the effect of their absence being preclusive of only a part of the relief sought.").

F. JP Morgan's Motions Should Be Denied Because There Will Be No Duplication or Waste.

JP Morgan provides no factual support for its contention that allowing discovery at this stage of this litigation would amount to "wasteful duplication of effort". See Defendant's August 12th Motions at 4. JP Morgan has failed carry its burden to explain why discovery would be wasteful and duplicative. The documents, information, and written discovery responses that JP Morgan must provide now will be the same now as those it would provide after the Court has made its determinations related to joinder.

III.
CONCLUSION

For the reasons described in this Response and Plaintiffs' Response to Defendants' Plea in Abatement, Plaintiffs respectfully request that the Court deny JP Morgan's August 12th Motions and grant Plaintiffs all relief to which the Court determines they are entitled.

DATE: August 17, 2011.

Respectfully submitted,

CLEMENS & SPENCER



GEORGE SPENCER, JR.

State Bar No. 18921001

112 E. Pecan St., Suite 1300

San Antonio, Texas 78205

Telephone: (210) 227-7121

Facsimile: (210) 227-0732

RICHARD TINSMAN

State Bar No. 20064000

TINSMAN & SCIANO, INC.

10107 McAllister Freeway

San Antonio, Texas 78205

Telephone: (210) 225-3121

Facsimile: (210) 225-6235

JAMES L. DROUGHT

State Bar No. 06135000

DROUGHT DROUGHT & BOBBITT, LLP

112 E. Pecan St., Suite 2900

San Antonio, Texas 78205

Telephone: (210) 225-4031

Facsimile: (210) 222-0586

ATTORNEYS FOR PLAINTIFF

JOHN K. MEYER

LOEWINSOHN FLEGLE DEARY, L.L.P.



DAVID R. DEARY

State Bar No. 05624900

JIM L. FLEGLE

State Bar No. 07118600

MICHAEL J. DONLEY

State Bar No. 24045795

12377 Merit Drive, Suite 900

Dallas, Texas 75251

Telephone: (214) 572-1700

Facsimile: (214) 572-1717

ATTORNEYS FOR PLAINTIFF

EMILIE BLAZE

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing instrument has been served on the below listed counsel of record via the method indicated, this 17th day of August 2011:

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

Via Facsimile



Michael J. Donley

EXHIBIT A

CAUSE NO. 2010-CI-10977

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

**AFFIDAVIT OF MICHAEL J. DONLEY IN SUPPORT OF
PLAINTIFFS' RESPONSE TO DEFENDANT'S MOTION TO ABATE,
MOTION TO STRIKE AND MOTION FOR CONTINUANCE**

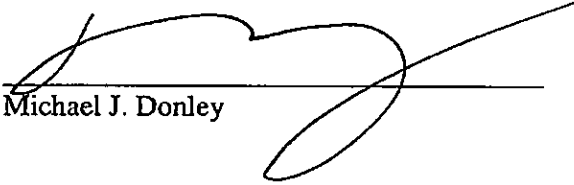
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Michael J. Donley, who swore on oath as follows:

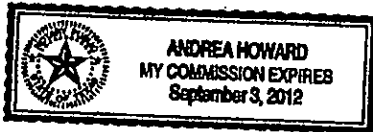
1. "My name is Michael J. Donley. I am over the age of 21 and fully competent to make this affidavit. The facts stated in this affidavit are true and correct and are within my personal knowledge.
2. I am an attorney with Loewinsohn Flegle Deary LLP ("LFD"). LFD represents Plaintiff Emilie Blaze ("Blaze") in the above-styled action. Together with Jim L. Flegle and David R. Deary, I represent Plaintiff Blaze in this lawsuit.
3. Attached to this Affidavit as Attachment 1 is a true and correct copy JP Morgan Chase Bank, N.A.'s Objections and Responses to Plaintiff Blaze's First Set of Interrogatories.


4. Attached to this Affidavit as Attachment 2 is a true and correct copy of an email string between Jim Flegle and Patrick Sheehan.

FURTHER AFFIANT SAYETH NOT."


Michael J. Donley

Subscribed and sworn to before me on this 17th day of August 2011.




Notary Public, State of Texas

My commission expires: Sept. 3, 2012

ATTACHMENT 1

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. AYMÈS

Defendants.

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§

IN THE DISTRICT COURT

225TH JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

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

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

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER
& BEITER INCORPORATED**

The Quarry Heights Building
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

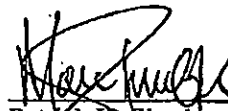
CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing document was served upon the following by the method 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

CERTIFIED MAIL RRR

on this 29th day of June, 2011.



Patrick K. Sheehan
D. Jed Williams
Mark A. Randolph

**DEFENDANT'S RESPONSES AND OBJECTIONS TO
PLAINTIFF'S FIRST SET OF INTERROGATORIES**

I. GENERAL OBJECTION AND REQUEST FOR PROTECTIVE ORDER

These interrogatories in some instances seek the production of information that is personal, private and confidential to J.P. Morgan, the STS beneficiaries, and others. Accordingly, J.P. Morgan has filed a Motion for Protective Order, which Motion is incorporated herein by reference in its entirety, and J.P. Morgan objects to these discovery requests (where applicable) on each and all of the bases set forth in the Motion for Protective Order (and as provided below).

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

INTERROGATORY NO. 1:

Identify each entity or person that previously acted as trustee of the South Texas Syndicate, and the date that each assumed the trusteeship, and the manner, mechanism or reason each trustee assumed the trusteeship. Include in your response to this Interrogatory, the date when JP Morgan and/or each of its predecessors in interest became a trustee of the Trust. Include in your response to this Interrogatory, all persons or entities that held title to the properties and/or mineral rights that constitute the trust estate and the dates upon which they acquired and relinquished such title.

OBJECTIONS:

1. This Interrogatory seeks information that is not relevant to this proceeding and is not calculated to lead to the discovery of admissible evidence.
2. This Interrogatory is overly broad, harassing, undefined (e.g. "reason that each trustee assumed the trusteeship"), unduly burdensome and not limited in time.
3. The requested information would be ascertained from J.P. Morgan's business records and the burden of ascertaining such information would be substantially the same for Plaintiff. See TRCP 197.2(c).

RESPONSE:

Subject to the foregoing objections and without waiving same and without waiving same, J.P. Morgan responds as follows:

By order dated February 12, 1951, the 73rd Judicial District, Bexar County, Texas in *Fred W. Shield, et al. v. Eva M. Barrington, et al.*, No. F-62,656, appointed Alamo National Bank as

Trustee. On October 15, 1984, Alamo National Bank changed its name to MBank Alamo National Association. Effective January 1, 1988, MTrust Corp, National Association was substituted for MBank Alamo, National Association as the named fiduciary. On February 27, 1990, MTrust Corp, National Association changed its name to Ameritrust Texas, National Association. On September 15, 1993, Ameritrust Texas, National Association changed its name to Texas Commerce Trust Company, National Association. On December 17, 1993, Texas Commerce Trust Company, National Association merged into Texas Commerce Bank, National Association. On January 20, 1998, Texas Commerce Bank, National Association changed its name to Chase Bank of Texas, National Association. On August 1, 2000, Chase Bank of Texas, National Association merged into The Chase Manhattan Bank. On November 10, 2001, The Chase Manhattan Bank and Morgan Guaranty Trust Company of New York merged, with the resulting bank named JPMorgan Chase Bank. Effective November 12, 2004, JPMorgan Chase Bank converted to a national banking association doing business as JPMorgan Chase Bank, National Association.

INTERROGATORY NO. 2:

Identify and describe the expenses, fees and/or other amounts charged by the Trustee to the Trust, detailing the following: (1) the time period, if applicable, the amount covered; (2) the date upon which the amount was paid; (3) type or characterization of the charge; (4) the amount charged; (5) the calculation method for the amount charged; and (6) the specific portion of the trust instrument that provided authorization for the charge.

OBJECTIONS:

1. This Interrogatory is overly broad, harassing, and unduly burdensome in the scope of information requested. The interrogatory also places no limitation on the time period for which the information is requested.
2. J.P. Morgan objects to providing this information in response to an Interrogatory because the information reasonably requested is available to Plaintiff from a review of the trust accounting records and statements previously provided. *See* TRCP 197.2(c).
3. This Interrogatory seeks confidential, private, and/or proprietary information pertaining to the South Texas Syndicate Trust and Defendant. 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.

INTERROGATORY NO. 3:

Identify all leases, contracts and/or agreements that the Trustee has entered into on behalf of the Trust and/or beneficiaries of the Trust. Specifically include the dates, subject matter, and parties for each lease, contract or agreement.

OBJECTIONS:

1. This Interrogatory seeks confidential, private, and/or proprietary information pertaining to the South Texas Syndicate Trust and third parties. 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.
2. This Interrogatory seeks information that is not relevant to this proceeding and is not calculated to lead to the discovery of admissible evidence.
3. This Interrogatory is overly broad, harassing, and unduly burdensome regarding the scope and detail of information being requested. In addition, the Interrogatory places no scope on the time period for which the information is being requested.

INTERROGATORY NO. 4:

Identify the factual and legal basis for the Trustee to alter the primary goal of the management of the Trust from liquidation of Trust assets to the operation of an ordinary trust.

OBJECTIONS:

1. This Interrogatory is vague, ambiguous and incapable of reasonable interpretation by J.P. Morgan. In addition, J.P. Morgan objects to this Interrogatory as it contains undefined terms and makes unsubstantiated conclusions of fact and/or law.
2. This Interrogatory seeks information that is not relevant to the subject matter of this case for purposes of discovery and as beyond the scope of discovery as confined by the subject matter of this case. See TRCP 192 cmt. 1.

INTERROGATORY NO. 5:

For each of Your consulting experts whose opinions and/or mental impressions have been reviewed or relied upon by a testifying other witness, please set forth: (1) the expert's name, address, and telephone number; (2) the facts known by the 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; (4) the expert's mental impressions and opinions formed or made in connection with this case, and any methods used to derive them; (5) any bias of the witness; (6) all documents, tangible things, reports, models, or data compilations that have been provided to, reviewed by, or prepared by or for the consulting expert; and (7) the expert's current resume, curriculum vitae, and bibliography.

OBJECTIONS:

1. This Interrogatory (and its scope) is not permitted under the TRCP and it is overly broad, harassing, and unduly burdensome. It requests information regarding consulting experts that is beyond that required to be disclosed under the TRCP.
2. This Interrogatory also seeks the production of documents from Defendant which is not permitted under this form of discovery.

INTERROGATORY NO. 6:

Identify each witness You intend to call to testify at trial. In responding to this Interrogatory include the name, address, and telephone number of any person who Defendants reasonably anticipate calling at trial, including all such witnesses You intend to call for rebuttal and/or impeachment purposes.

OBJECTIONS:

1. This Interrogatory requests information regarding rebuttal and impeachment witnesses that is beyond the scope of discovery permitted under the TRCP.

Subject to and without waiving its objection, J.P. Morgan has not yet determined the witnesses it intends to call to testify at trial.

ATTACHMENT 2

Monica Johnson

From: Jim Flegle
Sent: Thursday, June 23, 2011 9:30 PM
To: 'Pat Sheehan'
Cc: Jed Williams; David Deary; Michael Donley; Janet Bailey
Subject: RE: Blaze-JPM et. al.


Pat,

Since it is our expectation that the Trustee will fulfill its obligations of disclosure to the trust beneficiaries under the Trust Act, we will agree to this extension until July 13.

We fully expect that the Trustee will abide by its statutory obligations and produce the information requested, in light of the additional time that is being allotted.

I do not presume that we will need to have Court involvement, but I want you to know that if we need to have a compel hearing, we will be asking for attorneys' fees and expenses. This is particularly relevant in light of the extension that we are agreeing to at your request.

Regards,

 Jim L. Flegle | Partner | Loewinsohn Flegle Deary, L.L.P.
o: 214.572.1701 | f: 214.572.1717 | e: jimf@LFDlaw.com
www.LFDlaw.com

This communication may contain confidential or privileged information.

From: Pat Sheehan [<mailto:psheehan@hsfblaw.com>]
Sent: Thursday, June 23, 2011 4:44 PM
To: Jim Flegle
Cc: Jed Williams
Subject: Blaze-JPM et. al.

Jim, please let me know if you will agree to grant our clients an extension of time in which to file and serve motions/responses and/or objections/claims of privilege etc. to the document requests and interrogatories served on us by plaintiff by fax on May 27.

We will be in Dallas all next week in an arbitration that is scheduled to last all week and thereafter, the 4th of July holiday intervenes etc.

As such, I would ask for an extension until Wednesday, July 13 at 5 p.m. in which to serve and/or file any of our motions/ replies/objections etc. (as are allowed under the TRCP).

If this extension is ok by you, pls confirm to me by reply email and you and I will also thereby have agreed that such email constitutes a valid Rule 11 TRCP agreement as concerns this extension. Thx, pat

 **HORNBERGER SHEEHAN FULLER & BEITER**
INCORPORATED

Patrick K. Sheehan
Hornberger Sheehan Fuller & Beiter Incorporated
The Quarry Heights Building
7373 Broadway, Suite 300
San Antonio, Texas 78209
(210) 271-1700
Fax No. (210) 271-1730
psheehan@hsfbllaw.com

JOB STATUS REPORT



TIME : 11/30/2011 09:03
NAME : BCDC 2ND FLR RECORDS
FAX# : 2103350536
TEL# : 2103350536
SER.# : 000007060188

BS

205

File copy

DATE, TIME	11/30 09:02
FAX NO./NAME	912147608994
DURATION	00:01:25
PAGE(S)	07
RESULT	OK
MODE	STANDARD ECM

BEXAR CNTY DIST CLERK
100 DD1 0808A
SAN ANTONIO TX 78205
212-335-2661

DATE: WEDNESDAY, NOV 03, 2011 03:51 PM
ACCT#: *****000710
CASHIER TO: 01 CASHIER NAME: DISTRICT
UNIT: 030210:0002
CARD TYPE: DISCOVER
TRANS TYPE: SALE
REFERENCE #: 0000 AUTH #: 00012R

SALE AMOUNT	=	\$	6.20
SURCHARGE FEE/AMT	=	\$	2.00
TOTAL AMOUNT	=	\$	8.20

LICENSE/PHONE: _____

I AGREE TO PAY ABOVE TOTAL AMOUNT
ACCORDING TO CARD ISSUED AGREEMENT
MERCHANT - FIRST COPY
CUSTOMER - SECOND COPY

SIGNATURE: _____

LAW OFFICES OF

TINSMAN & SCIANO, INC.



RICHARD TINSMAN

*Board Certified by the Texas Board of Legal
Specialization in Personal Injury Trial Law and
Civil Trial Law*

E-mail: rtinsman@tsslawyers.com

10107 McAllister Freeway
San Antonio, Texas 78216
Phone: (210) 225-3121
Fax: (210) 225-6235
www.tsslawyers.com

August 29, 2011

Judge David A. Berchelmann, Jr.
37TH District Court
100 Dolorosa
San Antonio, Texas 78205

VIA HAND DELIVERY

Re: *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*

FILED
DISTRICT CLERK
BEXAR CO. TEXAS
11 AUG 30 AM 8:46
BY *Deputy*

Dear Judge Berchelmann:

Enclosed please find the proposed Order that we submitted to Mr. Sheehan last week together with the proposed attachments to go with that Order which are to be approved you. Also enclosed is the transcript of your ruling that you made on August 18, 2011.

Enclosed is a copy of Mr. Sheehan's comments on the Order, letter, and Opt In Form which we received today. We are unwilling to send the letter out with the objections they have raised. Therefore, we need a hearing at your earliest possible date. We are willing to do it at 8:30 a.m. this week or any other time that is convenient to you.

Very truly yours.

TINSMAN & SCIANO, INC.

Richard Tinsman

RT:cym
Enclosure

cc: Mr. Patrick K. Sheehan	<i>Via E-mail – psheehan@hsfblaw.com</i>
Mr. Mark A. Randolph	<i>Via E-mail – randolph@hsfblaw.com</i>
Mr. David Jed Williams	<i>Via E-mail – jwilliams@hsfblaw.com</i>
Mr. James L. Drought	<i>Via E-mail – jld@ddb-law.com</i>
Mr. George H. Spencer, Jr.	<i>Via E-mail – spencer@clemens-spencer.com</i>
Mr. David Deary	<i>Via E-mail – davidd@lfdlaw.com</i>
Mr. Jim Flegle	<i>Via E-mail – jimf@lfdlaw.com</i>

REPORTER'S RECORD
TRIAL COURT CAUSE NO. 2010-CI-10977

1	JOHN K. MEYER		IN THE DISTRICT COURT
2			
3	VS.		BEXAR COUNTY, TEXAS
4			
5	JP MORGAN CHASE BANK, N.A.		
6	INDIVIDUALLY/CORPORATELY AND		
7	AS TRUSTEE OF THE SOUTH TEXAS		
8	SYNDICATE TRUST AND GARY P.		
9	AYMES		225TH JUDICIAL DISTRICT

COURT'S RULING

10

11

12 On the 18th day of August, 2011, the following proceedings

13 came on to be heard in the above-entitled and numbered cause

14 before the Honorable David A. Berchelmann, Jr., Judge presiding,

15 held in San Antonio, Bexar County, Texas:

16

17 Proceedings reported by computerized stenotype machine.

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COPY

A P P E A R A N C E S :

1
2
3 **MR. GEORGE H. SPENCER, JR.**
4 CLEMENS & SPENCER
5 SBOT NO. 18921001
6 112 E. PECAN STREET, SUITE 1300
7 SAN ANTONIO, TEXAS 78205
8 Phone: (210) 227-7121

9 **MR. JAMES L. DROUGHT**
10 DROUGHT DROUGHT & BOBBITT, LLP
11 SBOT NO. 06135000
12 112 E. PECAN STREET, SUITE 2900
13 SAN ANTONIO, TEXAS 78205
14 Phone: (210) 225-4031

15 **MR. RICHARD TINSMAN**
16 TINSMAN & SCIANO, INC.
17 SBOT NO. 20064000
18 10107 MCALLISTER FREEWAY
19 SAN ANTONIO, TEXAS 78205
20 Phone: (210) 225-3121

21
22 COUNSEL FOR PLAINTIFF
23 JOHN K. MEYER

24 **MR. JIM L. FLEGL**
25 LOEWINSOHN FLEGL DEARY, L.L.P.
SBOT NO. 07118600
12377 MERIT DRIVE, SUITE 900
DALLAS, TEXAS 75251
Phone: (214) 572-1700

COUNSEL FOR PLAINTIFF
EMILIE BLAZE

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MR. PATRICK K. SHEEHAN
SBOT NO. 18175500
MR. DAVID JED WILLIAMS
SBOT NO. 21518060
MR. MARK A. RANDOLPH
SBOT NO. 00791484
HORNBERGER SHEEHAN FULLER & BEITER INCORPORATED
THE QUARRY HEIGHTS BUILDING
7373 BROADWAY, SUITE 300
SAN ANTONIO, TEXAS 78209
Phone: (210) 271-1700

COUNSEL FOR DEFENDANTS

10:36:23 1 (The following is the requested Court's ruling.)

10:36:23 2 THE COURT: Well, here's what I think you ought to

10:36:25 3 do. I think that you should -- you should notify all these

10:36:28 4 beneficiaries in writing and give them copies of the petitions

10:36:36 5 and give them the option of opting in or out and let's see where

10:36:44 6 we stand before I decide whether to abate this entire case or

10:36:48 7 not. But I want some reaction from the other beneficiaries.

10:36:51 8 Because as Mr. Drought pointed out, I mean, it looks like, at

10:36:54 9 least in his request for production, that they are pretty

10:36:59 10 innocuous stuff and I think the trustee probably should turn

10:37:02 11 over -- well, at least a couple that he pointed to, request for

10:37:05 12 production 17 and 18, that the trustee would have to turn this

10:37:09 13 over to one of the beneficiaries and say, Okay, you know, this is

10:37:12 14 what we've been doing while we've been head of this trust. You

10:37:17 15 know? I know this is pretty difficult because, you know, the

10:37:24 16 number of people and the cost, those kinds of things. But I

10:37:28 17 don't think that the trustee can continue to stand behind what

10:37:31 18 the statute says they have to have -- they're necessary parties.

10:37:38 19 So let's try it the cheap way first and see where

10:37:42 20 it goes. All right? And then I will let you know. And you can

10:37:47 21 just come back to me. Okay? So I'm not going to require them to

10:37:50 22 give you any discovery right now, let's see where it stands after

10:37:54 23 you notify them.

10:37:58 24 MR. FLEGLE: Your Honor, from our standpoint, can

10:38:01 25 we have a time frame?

10:38:04 1 THE COURT: Well, how -- you have to compose the
10:38:07 2 letter, get it to them certified mail or whatever, decide what
10:38:11 3 you're going to put in it. I don't know, how long -- give them
10:38:16 4 30 days after they get the letter, you think? I don't know, I'm
10:38:22 5 trying to be reasonable to both sides and give you an
10:38:24 6 opportunity.

10:38:24 7 MR. FLEGLE: Certainly.

10:38:25 8 THE COURT: I already know Mr. Sheehan's position
10:38:29 9 which is you can't do it, and he'll make that argument again, but
10:38:32 10 let's see where we stand with the other beneficiaries and see if
10:38:35 11 they want to be involved in this case.

10:38:37 12 MR. FLEGLE: I understand. So we should get the
10:38:40 13 notices prepared, get them out and then give the beneficiaries
10:38:44 14 30 days --

10:38:44 15 THE COURT: Yeah.

10:38:44 16 MR. FLEGLE: And I take it, Your Honor, once we get
10:38:47 17 that in the process and we know where the 30-day time period is,
10:38:50 18 we can set another hearing.

10:38:52 19 THE COURT: All right. And you come back here.

10:38:52 20 MR. FLEGLE: Okay.

10:38:55 21 MR. SHEEHAN: And, Judge, we would request -- it's
10:38:56 22 still their burden to put this notice together and we request
10:39:01 23 that they show it to us before --

10:39:02 24 THE COURT: You can show it to them, but I don't
10:39:04 25 know whether your objection is going to -- you're going to have

10:39:07 1 an objection --

10:39:07 2 MR. SHEEHAN: Sure, they'll be --

10:39:09 3 THE COURT: -- that the Court will find favorable,
10:39:12 4 but, I mean, let them know what you're sending out.

10:39:15 5 MR. SHEEHAN: They'll be duly noted.

10:39:22 6 MR. FLEGLE: Your Honor, I have -- do we have
10:39:24 7 anything else?

10:39:25 8 MR. DROUGHT: Well, Your Honor, the -- on the nine
10:39:28 9 leases they have entered into receiving basic information, this
10:39:35 10 was a summary of our -- there were nine leases and we asked five
10:39:43 11 items of information about each lease. Very basic information.
10:39:48 12 That covers our request for production 17 through 16 or whatever
10:39:53 13 I gave you, and we would ask that you order them to go ahead and
10:39:56 14 at least begin answering those items of discovery so we could at
10:40:02 15 least find out who they leased it to, what the terms were, what
10:40:06 16 the bonuses were. And so -- and by the way, we have offered and
10:40:14 17 prepared a confidentiality order where we're bound to keep all
10:40:18 18 the confidential information that they mark confidential. We've
10:40:21 19 offered that and -- I think y'all have even reviewed the order
10:40:25 20 and I'm not even sure, is there any objection?

10:40:28 21 MR. SHEEHAN: Let me deal with this. Here's the
10:40:31 22 thing. The -- the way this normally works is you have a
10:40:35 23 confidentiality order, you confer, whatever. The problem here
10:40:40 24 has been this, we weren't going to get in a situation where we
10:40:44 25 physically worked through a confidentiality order or gave certain

10:40:48 1 issues, documents or whatever, conferred, worked anything out,
10:40:52 2 then somebody comes in -- I've had this happen, you've waived
10:40:56 3 your plea in abatement because you stepped into it. I've enjoyed
10:41:00 4 that experience before, didn't want to enjoy it again. So my
10:41:04 5 sense of it is this, that you've said that you're not going to
10:41:08 6 order any discovery at this point, I've asked that you stay with
10:41:14 7 that. If they have these requests and these topics that they
10:41:17 8 want to talk to us about that, we'll talk to our client. And if
10:41:22 9 we can -- if we can work that out and agree to a confidentiality
10:41:27 10 order -- I think their's is too burdensome. It's got the Western
10:41:32 11 District attorneys eyes only, a lot of stuff in there we don't
10:41:34 12 need. But we'll try to work that out with them as long as they
10:41:38 13 agree that if we do do that, if we do work that out, that we're
10:41:42 14 not waiving anything and their whole argument that we have waived
10:41:46 15 anything concerning the plea in abatement.

10:41:49 16 MR. DROUGHT: Judge, there's nothing confidential
10:41:52 17 about the information.

10:41:53 18 THE COURT: I understand that, but I did say that
10:41:55 19 until I -- until I see the results, that they don't have to
10:41:59 20 produce anything. All right? So we're going to stand by that at
10:42:03 21 this time.

10:42:03 22 MR. DROUGHT: All right.

10:42:04 23 THE COURT: But I'm also telling you, Mr. Sheehan,
10:42:06 24 that I don't think the bank can object to this kind of
10:42:09 25 information. Okay? I mean, assuming that there's nothing in

10:42:12 1 there that's -- that's definitely confidential and privileged
10:42:17 2 to certain beneficiaries. But this kind of request, you know,
10:42:19 3 what are you doing with the property? And if you are doing
10:42:22 4 something, tell us who it's with and what the deal is. We're
10:42:27 5 entitled to know that.

10:42:27 6 MR. SHEEHAN: I understand what you're saying,
10:42:29 7 Judge, and here's the thing just so you sort of understand the
10:42:33 8 view here. Those things are done in a certain way when you
10:42:37 9 represent the trustee because you have fiduciary duties to other
10:42:41 10 people and there really is this confidentiality and whatever
10:42:47 11 obligation that can be a little tough to deal with. So what you
10:42:51 12 end up doing is you make objections and things, you then get a
10:42:54 13 confidentiality order in place. In the meantime, a lot of this
10:43:00 14 stuff gets worked out. The reality of it is in the due order of
10:43:03 15 things you probably wouldn't hear that fight, but it's just
10:43:06 16 because of where we are right now that you're --

10:43:08 17 THE COURT: I understand that.

10:43:09 18 MR. SHEEHAN: Well, okay. All right.

10:43:10 19 THE COURT: I'm just telling you for the future,
10:43:12 20 you can't stand on that.

10:43:13 21 MR. SHEEHAN: I'm just telling you that isn't like
10:43:17 22 that either --

10:43:17 23 THE COURT: You're not supposed to be telling me
10:43:18 24 anything. I'm the judge and I'm telling you.

10:43:21 25 MR. SHEEHAN: I understand.

10:43:22 1 THE COURT: You've got to remember, if you want to
10:43:23 2 come up here and do this job --

10:43:25 3 MR. SHEEHAN: No.

10:43:25 4 THE COURT: We'll change places.

10:43:29 5 MR. SHEEHAN: You see how beaten up I am, Judge.
10:43:29 6 I've been beaten up many, many times.

10:43:32 7 THE COURT: Well, what happens at your house
10:43:33 8 between you and your wife --

10:43:35 9 MR. SHEEHAN: You already know that happens. But I
10:43:37 10 don't want -- I'm sorry, Judge, if I said something that offended
10:43:39 11 you.

10:43:39 12 THE COURT: I am not the least bit offended. After
10:43:41 13 doing this 31 years, don't worry, I've heard it all. Don't worry
10:43:43 14 about it.

10:43:44 15 MR. SHEEHAN: Well, thank you, Judge. Thank you
10:43:46 16 for letting me off the hook.

10:43:48 17 MR. FLEGLE: Judge, point of privilege, my
10:43:52 18 Plaintiff's Exhibit 1 and Plaintiff's Exhibit 2 copies have my
10:43:54 19 handwritten notes on it. Do I have the Court's permission to
10:43:57 20 submit --

10:43:57 21 THE COURT: Absolutely.

10:43:57 22 MR. FLEGLE: -- copies?

10:43:57 23 THE COURT: Withdraw them, sure.

10:44:00 24 MR. FLEGLE: Okay.

10:44:00 25 THE COURT: All right.

10:44:02 1 MR. SHEEHAN: All right, so may we be excused?

10:44:02 2 THE COURT: Yeah, but here, I'm going to keep some

10:44:05 3 of the stuff like -- I think this is George's copy of the order

10:44:12 4 that Judge Tanner signed. I want you to have that. And Tom --

10:44:16 5 Tom, here's your request for production, you hang on to that.

10:44:22 6 I'm going to hang on to the rest of it. Okay?

10:44:23 7 So y'all call Virginia whenever -- whenever you're

10:44:27 8 ready and we'll schedule a hearing.

10:44:31 9 MR. SHEEHAN: Judge, when we get to that point, we

10:44:33 10 just go to your --

10:44:35 11 THE COURT: For right now. For this kind of stuff

10:44:36 12 until we get through this.

13 (End of proceedings.)

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1 THE STATE OF TEXAS)

2 COUNTY OF BEXAR)

3 I, Bob L. Hogan, Official Court Reporter in and for the
 4 District Courts of Bexar County, State of Texas, do hereby
 5 certify that the above and foregoing contains a true and correct
 6 transcription of the Court's ruling as requested in writing by
 7 counsel for the parties to be included in this volume of the
 8 Reporter's Record, in the above-styled and numbered cause, all of
 9 which occurred in open court or in chambers and were reported by
 10 me.

11 I further certify that the total cost for the preparation
 12 of this Reporter's Record is \$ _____ and was paid by

13 _____.

14 WITNESS MY OFFICIAL HAND this the _____ day of
 15 _____, 2011.

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COPY

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 BOB L. HOGAN, TEXAS CSR #421
 Official Court Reporter
 37th Judicial District Court
 Bexar County Courthouse
 San Antonio, Texas 78205
 (210) 335-2516
 C.S.R. Certification No. 421
 Expires: 12-31-2012

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BOB L. HOGAN, CSR - OFFICIAL COURT REPORTER
 37TH JUDICIAL DISTRICT COURT, SAN ANTONIO, TEXAS

NO. 2010-CI-10977

FILED
DISTRICT CLERK
BEXAR CO. TEXAS

11 APR 20 PM 3:21
IN THE DISTRICT COURT
DEPUTY

JOHN K. MEYER

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vs.

BY _____

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

PLAINTIFF'S FIRST AMENDED ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES JOHN K. MEYER, as Plaintiff herein, complaining of JP MORGAN CHASE BANK, N.A., Individually/Corporately and as TRUSTEE OF THE SOUTH TEXAS SYNDICATE TRUST and GARY P. AYMES, Defendants, and for cause of action would show the following:

1. Plaintiff pleads that discovery should be conducted in accordance with the Discovery Control Plan under Level 2 of Texas Rule of Civil Procedure 190.3.
2. Plaintiff, JOHN K. MEYER, is a resident of Bexar County, Texas and a beneficiary of the South Texas Syndicate Trust (hereinafter the "Trust").
3. Defendant, JP MORGAN CHASE BANK, N.A., has entered its appearance in this matter and may be served by and through its attorneys of record.
4. Defendant, GARY P. AYMES, is an individual resident of Bexar County, Texas and has entered his appearance in this matter and may be served by and through its attorneys of record.

5. This is an action against a trustee and concerns a trust. This Court has jurisdiction over this matter pursuant to Texas Property Code § 115.001. Further, pursuant to Texas Property Code § 115.002, venue is proper in Bexar County, Texas, the situs of the administration of the Trust.

6. Defendant, JP MORGAN CHASE BANK, N.A., is acting as Successor Trustee of the Trust. Plaintiff, JOHN K. MEYER, is a beneficiary of the Trust holding a Certificate of Beneficial Interest signed and executed in San Antonio, Texas. The assets of the Trust are a mineral estate interest in approximately 132,000 acres of land and cash. During the past several years, the Trust has been charged unreasonably high fees by the Defendant. In fact, in the last four years alone, the Defendant has collected approximately \$1,600,000.00 in Trustee fees while performing minimal and un-demanding work.

7. Plaintiff seeks removal of the Defendant JP Morgan Chase Bank, N.A., as Trustee of the Trust pursuant to Texas Property Code §§ 113.082(a)(1) and (4) and 114.008(a)(7) and seeks the appointment of a successor trustee pursuant to Texas Property Code § 113.083. Further, Plaintiff seeks the forfeiture and return of some or all of the Trustee fees paid or incurred during the past four years as provided by Texas Property Code § 114.061(b).

8. Throughout the time it has served as Trustee, the Defendant JP Morgan Chase Bank, N.A. has been secretive, vague, and/or tardy in its limited and inadequate communications with the Plaintiff and the other beneficiaries, all in violation of its duty to affirmatively disclose all material facts known to it which

might affect the beneficiaries' rights. Because of the limited and inadequate communications received from the Defendant, the Plaintiff is presently uncertain as to the full extent to which the Defendant has breached its duties and responsibilities as Trustee and reserves the right to amend this petition and seek additional relief.

9. The causes of action asserted by Plaintiff against Defendants herein are timely filed as the discovery rule deferred accrual of the respective statutes of limitations for such causes of action. Plaintiff's damages resulting from Defendants' misconduct alleged herein were inherently undiscoverable and objectively verifiable. Plaintiff did not discover the injuries caused by the wrongful acts of Defendants alleged herein until no earlier than a time within the applicable statutes of limitations.

10. The causes of action asserted by Plaintiff against Defendants are timely filed as Defendants fraudulently concealed the wrongful conduct alleged herein, thereby tolling the applicable statutes of limitations. Defendants had actual knowledge of the wrongful conduct alleged herein. Defendants concealed the wrongful acts and omissions alleged herein by remaining silent and/or making misrepresentations about wrongful conduct despite having a duty to inform Plaintiff of such wrongful acts and omissions. Defendants' silence and misrepresentations prevented Plaintiff from discovering Defendants' wrongful acts and omissions. Defendants had a fixed purpose to conceal the wrongful conduct. Plaintiff reasonably relied on Defendants' silence and misrepresentations to the detriment of Plaintiff.

11. The causes of action asserted by Plaintiff against Defendants are timely filed pursuant to the Continuing Tort Doctrine as the Defendants' wrongful conduct was repeated for a period of time and continued until at least the filing of this action.

12. On November 17, 2010, Plaintiff made demand on Defendant JP Morgan Chase Bank, N.A., Trustee of the South Texas Syndicate Trust for an accounting under the provisions of Texas Trust Code sections 113.151 and 113.152.

13. On February 15, 2011, the Defendant delivered a purported accounting in response to the Plaintiff's demand.

14. The purported accounting delivered by the Defendant on February 15, 2011 was not in compliance with the requirements of Texas Trust Code section 113.152 which specifies the mandatory contents of a trustee's statement of account. Subsection (2) requires a trustee to provide: "a complete account of receipts, disbursements, and other transactions regarding the trust property for the period covered by the account, including their source and nature, with receipts of principal and income shown separately." The materials provided by the Defendant as the purported accounting are, by their self-description, merely a "summary of trust income and disbursements" for the applicable time periods. Being a summary, they do not provide the "source and nature" of each of the "receipts, disbursements, and other transactions" and, instead, lump them into generic categories which are opaque and often essentially meaningless. For example, expenses repeatedly include a category of "other". Other deficiencies include, but are not limited to, the failure to address liabilities of the trust and the descriptions of the trust assets. This

constitutes a breach of trust by the Defendant under the provisions of Texas Trust Code section 113.082(b).

15. Under the provisions of Texas Trust Code section 113.082(a)(3), Plaintiff requests that the Court remove Defendant JP Morgan Chase Bank, N.A., as Trustee of the South Texas Syndicate Trust for failing to make an accounting as required by law.

16. Plaintiff additionally requests that the Court order and compel such Defendant to deliver a full accounting for the period January 1, 2001 forward which is in compliance with Texas Trust Code sections 113.151 and 113.152 to all beneficiaries of the South Texas Syndicate Trust.

17. Defendant Gary P. Aymes is the principal person involved in managing the Trust and holds the title of "Fiduciary Officer." He has falsely represented to the Plaintiffs and others, to their resulting detriment, that he and others employed by Defendant JP Morgan Chase Bank, N.A. are "constantly monitoring the activity" of the Trust and "maintain[ing] the highest fiduciary and land management principles to insure [the Trust's] assets are properly managed." He has, further, knowingly participated with Defendant JP Morgan Chase Bank, N.A. in its breaches of fiduciary duty, including, failing and refusing to provide information to the Plaintiff and the other beneficiaries. As such, he is jointly and severally liable with his co-Defendant to the Plaintiff.

18. There are a number of other beneficiaries of the Trust whose contact information is not known to the Plaintiff because the Defendants have refused to

reveal it, despite being requested to do so by the Plaintiff. Such unknown persons are currently receiving distributions from the Trust estate and, as such, are necessary parties to this case under Texas Property Code § 115.011(b)(3).

DEMAND FOR JURY TRIAL

19. Plaintiff hereby demands a trial by jury.

WHEREFORE, Plaintiff requests that the Defendants be cited to appear herein and that upon final trial Plaintiff have judgment against Defendants for:

- a. removal of Defendant JP Morgan Chase Bank, N.A. as Trustee of the Trust and the appointment of a new Trustee;
- b. actual damages;
- c. economic damages;
- d. equitable damages, including forfeiture of Trustee fees;
- e. attorney's fees and court costs; and
- f. such other and further relief to which Plaintiff may be justly entitled.

Respectfully submitted,

Richard Tinsman
State Bar No. 20064000
TINSMAN & SCIANO, INC.
10107 McAllister Freeway
San Antonio, TX 78205
(210) 225-3121 - Telephone
(210) 225-6235 - Facsimile

James L. Drought
State Bar No. 06135000
DROUGHT DROUGHT & BOBBITT, LLP
112 E. Pecan St., Suite 2900
San Antonio, TX 78205
(210) 225-4031 - Telephone
(210) 222-0586 - Facsimile

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

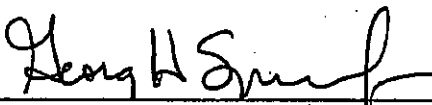
ATTORNEYS FOR PLAINTIFF,
JOHN K. MEYER

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing document has been sent via *Facsimile* 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 (210) 271-1730

on this the 20th day of April, 2011.



GEORGE H. SPENCER, JR.

NO. 2010-CI-10977

FILED
DISTRICT CLERK
BEXAR CO. TEXAS

JOHN K. MEYER

IN THE DISTRICT COURT

vs.

11 MAY 2011 3:20
DEPUTY

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

PETITION IN INTERVENTION OF
JOHN MEYER, JR. AND THEODORE MEYER

TO THE HONORABLE JUDGE OF SAID COURT:

Intervenors, John Meyer, Jr. and Theodore Meyer, appear herein and show as follows:

1. Intervenors are beneficiaries of the South Texas Syndicate Trust and are necessary parties to this case.
2. These parties file this intervention under the provisions of Texas Rule of Civil Procedure 60.
3. These Intervenors incorporate and adopt the allegations of Plaintiff John K. Meyer as their own.

WHEREFORE, PREMISES CONSIDERED, Intervenors pray that upon final trial Intervenors have judgment against Defendants for:

- a. removal of Defendant JP Morgan Chase Bank, N.A. as Trustee of the Trust and the appointment of a new Trustee;
- b. actual damages;
- c. economic damages;


- d. equitable damages, including forfeiture of Trustee fees;
e. attorney's fees and court costs; and
f. such other and further relief to which these parties may be justly entitled.

Respectfully submitted,

Richard Tinsman
State Bar No. 20064000
Sharon C. Savage
State Bar No. 04747200
TINSMAN & SCIANO, INC.
10107 McAllister Freeway
San Antonio, TX 78205
(210) 225-3121 - Telephone
(210) 225-6235 - Facsimile

James L. Drought
State Bar No. 06135000
DROUGHT DROUGHT & BOBBITT, LLP
112 E. Pecan St., Suite 2900
San Antonio, TX 78205
(210) 225-4031 - Telephone
(210) 222-0586 - Facsimile

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

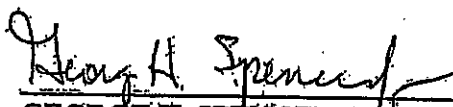
ATTORNEYS FOR INTERVENORS,
JOHN MEYER, JR.
and THEODORE MEYER

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing document has been sent via *Facsimile* to:

Charles "Boxy" Hornberger
Mark A. Randolph
Patrick K. Sheehan
David Jed Williams
HORNBERGER SHEEHAN FULLER & BETTER, INC.
The Quarry Heights Building
7373 Broadway, Suite 300
San Antonio, TX 78209
Facsimile (210) 271-1730

on this the 2nd day of May, 2011.



GEORGE H. SPENCER, JR.

20175 P/w
00



FILED
13 March 22 AM 07
Danna Key McKinney
District Clerk
Bexar District
Accepted by:
Jambler Cornejo

CAUSE NO. 2011 CT02777

EMILIE BLAZE,
Plaintiff,

IN THE DISTRICT COURT OF

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

CRT
PROCESS DEPT.

225TH JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

Defendants.

ORIGINAL PETITION

EMILIE BLAZE, Plaintiff, complains of JP MORGAN CHASE BANK, N.A.,
Individually/Corporately and as Trustee of the SOUTH TEXAS SYNDICATE TRUST, and
GARY P. AYMES, Defendants, and for causes of action would show the following:

I.

REQUEST FOR DISCLOSURE

1. Pursuant to Rule 194, Defendants are hereby requested to disclose, within fifty
(50) days of service of this request, the information or material described in Rule 194.2(e)-(f) and
to supplement such disclosures pursuant to the Texas Rules of Civil Procedure. These
disclosures must include the names and addresses of all current beneficiaries of the South Texas
Syndicate Trust, as such beneficiaries are necessary parties to this action pursuant to Texas
Property Code § 115.011(b)(3).

II.

DISCOVERY CONTROL LEVEL

2. Plaintiff requests that discovery be conducted in accordance with a scheduling order pursuant to discovery control Level 3, as provided by Tex. R. Civ. P. 190.4.

III.

JURISDICTION AND VENUE

3. This is an action against a trustee and concerns a trust. This Court has jurisdiction over this matter pursuant to Texas Property Code § 115.001. Further, pursuant to Texas Property Code § 115.002, venue is proper in Bexar County, Texas, as the situs of the administration of the South Texas Syndicate Trust is in this County.

4. Jurisdiction is proper because the damages sought are within the jurisdictional limits of this Court. Additionally, the Defendants have submitted to the jurisdiction of this State as Gary P. Aymes is a resident of Texas and JP Morgan Chase Bank, N.A. is duly authorized to and does conduct business in the State of Texas.

IV.

PARTIES

5. Plaintiff is a resident of Ruxton, Maryland. Plaintiff is a beneficiary of South Texas Syndicate Trust (hereinafter the "Trust").

6. Defendant JP Morgan Chase Bank, N.A. ("JPMC") is a foreign financial institution licensed to do business in the State of Texas and may be served with process through its registered agent, CT Corporation System at 350 N. St. Paul, Suite 2900, Dallas, Texas 75201-4234. JPMC is the current Trustee of the Trust.

7. Defendant Gary P. Aymes ("Aymes") is an individual and resides in Bexar County, Texas. At all material times, he has been and is a Fiduciary Officer of JPMC and acts as Trustee of the Trust. He may be served at his place of business, 1020 NE Loop 410, San Antonio, Texas 78209.

v.

FACTUAL BACKGROUND

8. The South Texas Syndicate Trust was formed by Final Decree of the District Court for the 73rd Judicial District, Bexar County, Texas on February 18, 1951 (the "1951 Decree"). The Trust estate consists primarily of the title to the minerals under approximately 132,000 acres of land in La Salle and McMullen Counties, Texas, and cash. The 1951 Decree named Alamo National Bank as Trustee.

9. JPMC has acted as Successor Trustee of the Trust for the past several years and remains in that role today. Defendant Aymes is the principal officer and employee at JPMC involved in administering the Trust and, on information and belief, acting as mineral manager of the Trust. Aymes holds the title of "Fiduciary Officer."

10. Plaintiff is a beneficiary of the Trust, holding Certificates of Beneficial Interest.

11. For a number of years, JPMC has charged the Trust with unreasonably high, excessive, and unauthorized fees. In the last four years alone, JPMC has collected approximately \$1,600,000.00 in Trustee fees while performing minimal and un-demanding work. These fees are not authorized by or consistent with the terms of the 1951 Decree.

12. The 1951 Decree permits the following compensation for the Trustee, in relevant part:

a. "reasonable compensation" on sales of trust assets;

- b. 2.5% of disbursements for "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, [and] receiving, checking and disbursing of the royalties from trust properties."
- c. A "reasonable fee" for "extraordinary services which the Trustee may be called upon to perform in connection with the trust estate;" and
- d. "Reimbursement for actual out-of-pocket expenses and reasonable attorneys' and accountants' fees incurred in connection with the said trust properties."

13. It is apparent from the exorbitant fees that JPMC has collected from the Trust estate that JPMC has taken a self-serving and improper interpretation of what constitutes "extraordinary services" under the 1951 Decree and, further, what constitutes a "reasonable fee" for such services (assuming that any such services actually constitute "extraordinary services," which Plaintiff denies). JPMC has also construed the reimbursement provision of the 1951 Decree in a self-serving and improper manner and has paid exorbitant consulting and legal fees out of the Trust estate and income, including legal fees related to (1) a legal opinion that provides a benefit solely to JPMC and does not provide any benefit or value to the Trust or its beneficiaries and (2) litigation against JPMC by another beneficiary seeking to remove JPMC as Trustee. JPMC is using the Trust estate and income to further its own self-serving purposes and as a vehicle to increase its own revenue and profit. Such conduct is to the detriment of the Plaintiff and the other beneficiaries and a violation of the Trustee's fiduciary duties and applicable law.

14. Throughout its time as Trustee, JPMC has been secretive, vague, and/or tardy in its limited and inadequate communications with the Plaintiff and the other beneficiaries, all in violation of applicable law and its fiduciary duty to affirmatively disclose all material facts known to it which might affect the beneficiaries' rights and interests.

15. Throughout its time as Trustee, JPMC has ignored or refused numerous requests for information that could materially affect the rights of the Plaintiff and other beneficiaries in violation of the Trustee's fiduciary duties and applicable law.

16. Throughout its time as Trustee, JPMC has ignored or refused numerous requests from the beneficiaries for an accounting and/or an inspection of books and records in violation of the Trustee's fiduciary duties and applicable law.

17. Throughout its time as Trustee, JPMC has failed to reasonably manage the Trust property and to evaluate and value the minerals and has failed to take advantage of opportunities to maximize the value of the Trust property for the beneficiaries. In this regard, the Trustee has made no efforts to evaluate and value numerous undeveloped geological formations. This conduct is in violation of the Trustee's fiduciary duties and applicable law.

18. Throughout its time as Trustee, JPMC has paid excessive and unnecessary consulting and legal fees to various third parties out of the Trust's assets and income. Upon information and belief, Plaintiff alleges that the payment of certain of these fees to third parties directly or indirectly benefited JPMC, to the detriment of Plaintiff, constituted self-dealing, and is in violation of the Trustee's fiduciary duties of loyalty and applicable law.

19. Throughout its time as Trustee, JPMC has jeopardized the interests of the beneficiaries by failing to adequately communicate with lessees of the property and/or otherwise impairing these lessees' ability to put the Trust property to profitable uses and to maximize the value of the Trust property for the beneficiaries, to the detriment of Plaintiff and the other beneficiaries and in violation of the Trustee's fiduciary duties and applicable law.

20. During the time he served as Fiduciary Officer, Aymes has falsely represented to Plaintiff and others, to their resulting detriment, that he and others employed by JPMC are

"constantly monitoring the activity" of the Trust and "maintain[ing] the highest fiduciary and land management principles to insure [the Trust's] assets are properly managed." He has, further, knowingly participated with JPMC in the breaches of fiduciary duties, breaches of trust, and violations of applicable law, identified above. As such, he is jointly and severally liable with JPMC to Plaintiff.

21. As a result of the conduct identified above, Plaintiff has suffered economic injury in that Plaintiff's beneficial interests and the income Plaintiff was entitled to therefrom were impaired and reduced by (1) the payment of excessive and unnecessary fees to both the Trustees and third parties and (2) the Trustees's failure to adequately evaluate and value the Trust property and maximize the value of the Trust property for the beneficiaries. Based on the results of the accounting and the inspection of books and records to which Plaintiff is entitled, Plaintiff also reserves the right to seek damages resulting from the underpayment of income based on the terms of the 1951 Decree.

22. The causes of action asserted by Plaintiff against Defendants herein are timely filed as the discovery rule deferred accrual of the respective statutes of limitations for such causes of action. Plaintiff's damages resulting from Defendants' misconduct alleged herein were inherently undiscoverable and objectively verifiable. Plaintiff did not discover the injuries caused by the wrongful acts of Defendants alleged herein until no earlier than a time within the applicable statutes of limitations.

23. The causes of action asserted by Plaintiff against Defendants are timely filed as Defendants fraudulently concealed the wrongful conduct alleged herein, thereby tolling the applicable statutes of limitations. Defendants had actual knowledge of the wrongful conduct alleged herein. Defendants concealed the wrongful acts and omissions alleged herein by

remaining silent and/or making misrepresentations about wrongful conduct despite having a duty to inform Plaintiff of such wrongful acts and omissions. Defendants' silence and misrepresentations prevented Plaintiff from discovering Defendants' wrongful acts and omissions. Defendants had a fixed purpose to conceal the wrongful conduct. Plaintiff reasonably relied on Defendants' silence and misrepresentations to the detriment of Plaintiff.

24. The causes of action asserted by Plaintiff against Defendants are timely filed pursuant to the Continuing Tort Doctrine as the Defendants' wrongful conduct was repeated for a period of time and continued until at least the filing of this action.

VI.

**FIRST CAUSE OF ACTION - BREACH OF
FIDUCIARY DUTY/BREACH OF TRUST**

25. Plaintiff repeats, re-alleges and incorporates each and every prior factual allegation in the preceding paragraphs as if fully set forth herein.

26. The Defendants, as the Trustee and Fiduciary Officer, were Plaintiff's fiduciaries. Plaintiff placed her trust and confidence in Defendants, and Defendants had influence and superiority over Plaintiff. As fiduciaries, Defendants owed Plaintiff all of the fiduciary duties imposed on them under the Texas Trust Code, common law, and the 1951 Decree.

27. Through the activity set out herein, Defendants breached their fiduciary duties to Plaintiff, including but not limited to, the following actions and inactions:

- a. Failing and refusing to provide an accounting despite repeated requests from the beneficiaries to do so;
- b. Failing to maintain accurate and complete books and records;
- c. Failing and refusing to permit the beneficiaries to inspect the books and records;
- d. Delegating acts that the Trustee can reasonably be required to perform;

- e. Failing and refusing to disclose and/or inform Plaintiff and other beneficiaries of material facts that significantly affect Plaintiff's and other beneficiaries' rights and interests;
- f. Providing inaccurate and false information to Plaintiff and other beneficiaries regarding matters that significantly affect Plaintiff's and other beneficiaries' rights and interests;
- g. Failing and refusing to inform Plaintiff and other beneficiaries of the Trustee's intent regarding the past, current, and future administration of the Trust estate;
- h. Failing to fulfill the fiduciary duties of good faith, fair dealing, loyalty, and fidelity over the Trust's affairs and the Trust property by, *inter alia*, entering into arrangements with third parties that present an actual or potential conflict of interest for the Trustee to the detriment of Plaintiff and other beneficiaries;
- i. Failing to fulfill the fiduciary duties of good faith, fair dealing, loyalty, and fidelity over the Trustee's affairs and the Trust property by, *inter alia*, entering into arrangements with third parties that contained provisions that were significantly below market, depriving the Trust of significant revenue;
- j. Failing to fulfill the duty to not engage in self-dealing by, *inter alia*, entering into arrangements with third parties that directly or indirectly benefited the Trustee to the detriment of Plaintiff and other beneficiaries;
- k. Failing to manage the Trust assets solely in the interest and for the benefit of the beneficiaries;
- l. Failing to use reasonable care and skill to maximize the value of the Trust property and assets for the benefit of the beneficiaries;
- m. Failing to comply with the instrument creating the Trust with respect to payments to the Trustee and to the beneficiaries;
- n. Charging excessive, unreasonable, unnecessary, and unauthorized fees to the Trust;
- o. Paying excessive, unreasonable, unnecessary, and unauthorized fees to third parties out of the Trust income and assets;
- p. Failing to adequately communicate with lessees of the property and/or otherwise impairing these lessees' ability to put the Trust property to profitable uses and to maximize the value of the Trust property for the beneficiaries; and
- q. Failing to constantly monitor the activity of the Trust property and assets and maintain the highest fiduciary and land management principles to insure the Trust's assets are properly managed.

28. As a result of the actions by Defendants described herein, Plaintiff has suffered damages. These damages include, but are not limited to, damages sustained in the past, damages that in reasonable probability will be sustained in the future, reduced distributions, and exemplary damages. Plaintiff's damages further include, but are not limited to, loss of past and future bonus payments, rental payments, royalty payments, and other payments to which Plaintiff was reasonably entitled, attorneys' fees and expenses IPMC charged to the Trust, and attorneys' fees and expenses incurred in prosecuting this action. Plaintiff further seeks recovery of pre-judgment and post-judgment interest under the common law and applicable statutes.

29. Defendant Aymes knowingly participated in the breaches of fiduciary duties identified herein, aided and abetted the Trustee in such breaches of fiduciary duties, and is jointly and severally liable as a joint tortfeasor.

30. The acts described herein were done in bad faith and with an improper motive.

31. The acts described herein constituted fraud, malice, negligence, and/or gross negligence on the part of the Defendants.

32. As a result of Defendants' conduct set forth herein, Plaintiff has suffered injury in that Plaintiff's beneficial interest in the Trust and the income to which Plaintiff was entitled therefrom were diminished and/or impaired due to (1) excessive, unreasonable, unnecessary, and/or unauthorized fees and charges paid to the Defendants and third parties, (2) lost opportunities due to the Defendants' failure to adequately evaluate and value the Trust property and to maximize the value of the Trust estate for the benefit of Plaintiff and other beneficiaries, and (3) the underpayment of income and other amounts due to Plaintiff.

33. Plaintiff has fulfilled all conditions precedent for the assertion of these claims.

34. As a proximate cause of the foregoing, Plaintiff has been injured in an actual amount to be proven at trial and should be awarded actual, exemplary, consequential and incidental damages in accordance with the evidence, plus attorneys' fees, interest, and costs.

VII.

SECOND CAUSE OF ACTION-- FRAUD

35. Plaintiff repeats, re-alleges, and incorporates each and every factual allegation contained in the preceding paragraphs as if fully set forth herein.

36. In the alternative and without waiving the foregoing, the acts and omissions of the Defendants referenced above constitute fraud, which proximately caused damage to Plaintiff, which damages Plaintiff should recover and seek to recover from the Defendants, individually, jointly and severally. These actions include, but are not limited to, the conduct described in §§11-23 and 26-33, which were made knowingly, falsely, and with the intent that Plaintiff would rely on each of them. Plaintiff did, in fact, rely on Defendants' fraudulent acts and/or omissions.

37. Aymes is individually liable for the fraud arising from his individual actions.

38. Plaintiff is also entitled to recover and seek to recover punitive damages from JPMC and Aymes, taking into account the net worth of each.

VIII.

THIRD CAUSE OF ACTION-- NEGLIGENT MISREPRESENTATION

39. Plaintiff repeats, re-alleges, and incorporates each and every factual allegation contained in the preceding paragraphs as if fully set forth herein.

40. In the alternative and without waiving the foregoing, the acts and omissions of the Defendants referenced above constitute negligent misrepresentation, which proximately caused damage to Plaintiff, which damages Plaintiff should recover and seek to recover from the

Defendants, individually, jointly and severally. These actions include, but are not limited to, the misrepresentations identified in ¶¶11-23 and 26-33. Aymes is individually liable for the misrepresentations arising from his individual actions.

41. Plaintiff is also entitled to recover and seek to recover punitive damages from JPMC and Aymes, taking into account the net worth of each.

IX.

FOURTH CAUSE OF ACTION - REMOVAL OF TRUSTEE AND FORFEITURE OF TRUSTEE FEES

42. Plaintiff repeats, re-alleges and incorporates each and every prior factual allegation in the preceding paragraphs as if fully set forth herein.

43. Due to the conduct described herein, Plaintiff seeks removal of JPMC and Aymes as Trustee of the Trust pursuant to Sections 113.052(a)(1) and (4) and 114.008(a)(7) of the Texas Property Code and the appointment of a successor trustee pursuant to Section 113.083 of the Texas Property Code.

44. Plaintiff further seeks forfeiture and return of some or all of the Trustee fees paid or incurred to the fullest extent allowed by Texas Property Code § 114.051(b).

X.

FIFTH CAUSE OF ACTION - DECLARATORY JUDGMENT

45. Plaintiff repeats, re-alleges and incorporates each and every prior factual allegation in the preceding paragraphs as if fully set forth herein.

46. An actual, justiciable controversy exists between Plaintiff, on the one hand, and the Defendants, on the other, with regard to the Defendants' duties and obligations and the Plaintiff's rights under the instrument creating the Trust and the administration of the Trust, specifically but not limited to:

- a. The Trustee's obligation to provide an accounting, to maintain accurate and complete books and records, and to permit inspection of books and records by beneficiaries;
- b. The fees that the Trustee is permitted to collect for itself out of the Trust assets and property (to the detriment of Plaintiff and other beneficiaries);
- c. The fees and payments that the Trustee is permitted to pay to third parties out of the Trust assets and property (to the detriment of Plaintiff and other beneficiaries);
- d. The attorneys' fees and expenses that the Trustee is permitted to pay to Trustee's counsel out of the Trust assets to defend the Trustee in this lawsuit; and
- e. The attorneys' fees and expenses that the Trustee is permitted to pay to Trustee's counsel out of the Trust assets to defend the Trustee in the lawsuit brought against the Trustee by another beneficiary seeking to remove JPMC as Trustee.

47. Accordingly, Plaintiff seeks a declaration, pursuant to Tex. Civ. Practice & Rem. Code § 37.005, that the Trustee is required to provide an accounting to Plaintiff and other beneficiaries, to maintain accurate and complete books and records, and to permit inspection of books and records by Plaintiff and other beneficiaries. Plaintiff further seeks an order, pursuant to this Code Section, compelling the Trustee to perform these obligations. Plaintiff further seeks a declaration, pursuant to this Code Section, regarding the amount of fees that the Trustee is permitted to charge the Trust and its beneficiaries. Plaintiff further seeks a declaration, pursuant to this Code Section, that the Trustee is not permitted to pay excessive and unauthorized fees to third parties and, specifically, not permitted to pay its attorneys' fees and expenses in litigation against beneficiaries (including, but not limited to, the present litigation) out of the Trust assets or income.

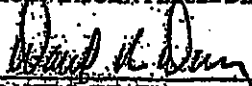
48. Finally, Plaintiff seeks an award of costs and reasonable and necessary attorneys' fees as are equitable and just.

XI.

DATE: March 22nd, 2011.

Respectfully submitted,

LOEWINSOHN FLEGLE DEARY, L.L.P.



DAVID R. DEARY
Texas Bar No. 05624900
JIM L. FLEGLE
Texas Bar No. 07118660
JEVEN R. ELOAN
Texas Bar No. 24039177
12377 Mead Drive, Suite 900
Dallas, Texas 75251
Telephone: (214) 572-1700
Telecopy: (214) 572-1717

C.R.T.
PROCESS DEPT

ATTORNEYS FOR PLAINTIFF

received
MAR 29 2011

CAUSE NO. 2010-CI-10977
DISTRICT CLERK
BEXAR CO. TEXAS IN THE DISTRICT COURT

JOHN K. MEYER

VS.

2011 MAR 28 P 12:20
§ 225TH JUDICIAL DISTRICT

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

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BEXAR COUNTY, TEXAS

DEFENDANTS' ORIGINAL ANSWER

Defendants JPMorgan Chase Bank, N.A., Individually/ Corporately and as Trustee of the South Texas Syndicate Trust and Gary P. Aymes ("Defendants"), file this Original Answer to Plaintiff's Original Petition and would show the Court as follows:

I.

Defendants deny generally the allegations of the Original Petition and demand strict proof thereof.

WHEREFORE, Defendants pray that Plaintiff take nothing by this suit, and that, upon final trial, Defendants recover their attorneys fees, costs of court, and such other and further relief to which they may be entitled.

Respectfully submitted,

**HORNBERGER FULLER SHEEHAN
& BEITER INCORPORATED.**

The Quarry Heights Building
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 on this ___ day of March, 2011, a true and correct copy of the foregoing document was served on the following Plaintiff's counsel of record by First Class Mail:

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

this 28th day of March, 2011.


Mark A. Randolph

CAUSE NO. 2010-CI-10977

JOHN K. MEYER

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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

CAUSE NO. 2011-CI-04747

EMILIE BLAZE,

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IN THE DISTRICT COURT

v.

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

AGREED ORDER GRANTING DEFENDANTS' MOTION TO CONSOLIDATE

On June 21, 2011 came on to be heard Defendants JPMorgan Chase Bank, N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust, and Gary P. Aymes' (collectively referred to as "Defendants") Motion to Consolidate Cause Number 2011-CI-04747 (the "Blaze Suit"), with Cause No. 2010-CI-10977 (the "Meyer Suit"), both of which are now pending in the 225th Judicial District Court of Bexar County, Texas. The Court, after reviewing the pleadings on file in both the Meyer Suit and the Blaze Suit, and considering the Motion to Consolidate, the evidence 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-04747, *Emilie Blaze v. JP Morgan Chase Bank, N.A. Individually/Corporately and as Trustee of The South Texas Syndicate Trust and Gary P. Aymes*, which is now pending in the 225th Judicial District Court of Bexar

County, Texas, is hereby consolidated for all purposes into Cause Number 2010-CI-10977, *John K. Meyer v. JPMorgan Chase Bank, N.A. Individually/Corporately and as Trustee of The South Texas Syndicate Trust and Gary P. Aymes*, which is now pending in the 225th 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 2010-CI-10977.


SIGNED this JUN 21 2011 day of June 2011.

Renée F. McElhenny
Presiding Judge
73rd District Court
Bexar County, Texas

JUDGE PRESIDING


AGREED AS TO FORM AND CONTENT:

**HORNBERGER SHEEHAN FULLER & BETTER
INCORPORATED**
7373 Broadway, Suite 300
San Antonio, Texas 78209
Tel.: (210) 271-1700; Fax: (210) 271-1740

By 
Patrick K. Sheehan
State Bar No. 18175500

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

LOEWINSOHN FLEGLE DEARY, L.L.P.
12377 Merit Drive, Suite 900
Dallas, Texas 75251
Tel: (214) 572-1700; Fax (214) 572-1717

By: 
David R. Deary **JIM L. FLEGLE**
State Bar No. 05624900 **STATE BAR No. 07118600**

ATTORNEYS FOR EMILE BLAZE

CLEMENS & SPENCER
112 East Pecan, Suite 1300
San Antonio, Texas 78205
Tel: (210) 227-7121; Fax: (210) 227-0732

By: _____
George H. Spencer, Jr.
State Bar No. 18921001

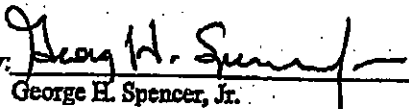
ATTORNEYS FOR JOHN K. MEYER

LOEWINSOHN FLEGLE DEARY, L.L.P.
12377 Merit Drive, Suite 900
Dallas, Texas 75251
Tel: (214) 572-1700; Fax (214) 572-1717

By: _____
David R. Deary
State Bar No. 05624900

ATTORNEYS FOR EMILE BLAZE

CLEMENS & SPENCER
112 East Pecan, Suite 1300
San Antonio, Texas 78205
Tel: (210) 227-7121; Fax: (210) 227-0732

By: 
George H. Spencer, Jr.
State Bar No. 18921001

ATTORNEYS FOR JOHN K. MEYER

(Consolidated Under)
2010-CI-10977

JOHN K. MEYER, ET AL.

vs.

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

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IN THE DISTRICT COURT

225TH JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

ORDER

On August 18, 2011, the Court heard the Plea in Abatement filed by Defendants JP Morgan Chase Bank, N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust and Gary P. Aymes. After considering the Plea in Abatement, the Plaintiffs' Response, the evidence, the authorities, and argument of counsel, the Court is of the opinion that the following order should be entered. It is therefore,

ORDERED that Plaintiffs' counsel shall send a letter to all beneficiaries of the South Texas Syndicate Trust who are not parties to this action, advising them that this action is pending in the District Court of Bexar County, Texas, and enclosing copies of the live pleadings of Plaintiffs and Defendants that were on file as of August 18, 2011. Plaintiffs' counsel is instructed to inform each beneficiary that he/she has a right to "opt in" (join as a party) or to "opt out" (not join as a party), ~~and that if a beneficiary wishes to "opt in", notification must be mailed to Plaintiffs' counsel within 30 days.~~ The Court approves the content of the letter

attached as Exhibit A for these purposes. At the conclusion of the 30-day notice period, the Court shall ~~hold a hearing on what abatement terms, if any, should be~~ *decide if abatement* ordered, ~~and the Court will consider the remaining motions that were pending as of August 18, 2011.~~ No discovery shall occur until further order of this Court.

Signed this _____ day of August, 2011.

Hon. David Berchelmann
Judge Presiding

APPROVED AS TO FORM ONLY:

Charles Hornberger
Mark A. Randolph
Patrick K. Sheehan
David Jed Williams
HORNBERGER SHEEHAN
FULLER & BEITER, INC.
7373 Broadway, Ste. 300
San Antonio, Texas 78209
*ATTORNEYS FOR JP MORGAN AND
GARY AYMES*

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

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

Richard Tinsman
TINSMAN & SCIANO, INC.
10107 McAllister Freeway
San Antonio, Texas 78216
*ATTORNEYS FOR PLAINTIFFS,
JOHN K. MEYER, JOHN K. MEYER, JR.
AND THEODORE F. MEYER*

David R. Deary
Jim L. Flegle
Michael J. Donley
LOEWINSOHN, FLEGLE, DEARY LLP
12377 Merit Dr., Ste. 900
Dallas, Texas 75251
*ATTORNEYS FOR PLAINTIFF,
EMILIE BLAZE*

South Texas Syndicate Litigation

August 25, 2011

Via Certified Mail/RRR

INDIVIDUAL STS BENEFICIARY MAILING LABEL

~~David R. Deary, Esq.
Loewensohn Flegle Deary, LLP
12377 Merit Drive, Suite 900
Dallas, TX 75251
Office: 214.572.1702
dayddd@LFDlaw.com
www.LFDlaw.com~~

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

Dear South Texas Syndicate Beneficiary:

~~George Spencer, Esq.
Clemens & Spencer, P.C.
112 E. Pecan St. Suite 1300
San Antonio, TX 78205
Office: 210.227.7121
spencer@clemens-spencer.com
www.clemens-spencer.com~~

~~JP Morgan Chase Bank has asked the Bexar County District Court to order that you must be joined as a party to this case.~~

At a hearing on JP Morgan's request on August 18, 2011, District Judge David Berchelmann directed the lawyers for the Plaintiffs to give this notice to all South Texas Syndicate beneficiaries and to give each of you copies of the most recent pleadings of the current parties. Those pleadings are enclosed.

~~James L. Drought, Esq.
Drought, Drought & Bobbitt, LLP
2900 Weston Centre
112 East Pecan Street
San Antonio, TX 78205
Office: 210.225.4031
jld@ddb-law.com
www.ddb-law.com~~

The District Judge instructed us to ^{please} inform you that you have the opportunity to "opt in" (join as a party) or to "opt out" (not join as a party). If you choose to "opt in" as a party, you must notify us of your intention to "opt in" within 30 days from your receipt of this letter by mailing to us the attached Opt In Notice.

~~No response within 30 days will mean you choose to "opt out." David Deary is available to discuss any questions at 214.572.1702.~~

Very truly yours,

Counsel for Plaintiffs,
John K. Meyer and Emilie Blaze

~~Richard Tinsman, Esq.
Tinsman & Sfiano, Inc.
10107 McAllister Freeway
San Antonio, TX 78216
Office: 210.225.3121
rtinsman@tslawyers.com
www.tslawyers.com~~

~~George Spencer~~

~~David R. Deary~~

~~James L. Drought~~

~~Richard Tinsman~~

EXHIBIT "A"

(Consolidated Under)
2010-CI-10977

JOHN K. MEYER, ET AL.

vs.

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

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IN THE DISTRICT COURT

225TH JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

ELECTION TO "OPT IN"

I have reviewed the documents sent to me by certified mail and hereby make my election to "opt in" (be joined as a party) in the above matter. ~~I understand that I can hire my own attorney, or I can hire the same lawyers that Mr. Meyer and Ms. Blaze have hired. Since Mr. Meyer's fee and Ms. Blaze's fee are contingent and require no advancement of fees or costs, I will not have to pay any fees until there is a recovery.~~

Signature: _____

Printed Name: _____

Address: _____

Phone: (Home) _____

Phone: (Cell) _____

Email: _____

Number of Beneficial Shares of the entity in the mailing label below: _____

Date: _____, 2011

Return within 30 days of receipt to:

David Deary, Esq.
Loewinsohn Flegle Deary, LLP
12377 Merit Drive, Suite 900
Dallas, Texas 75251

**INDIVIDUAL STS BENEFICIARY
MAILING LABEL**

THE LAW OFFICES
TINSMAN & SCIANO, P.C.
10107 McALLISTER Fwy
SAN ANTONIO, TEXAS 78216

Judge David A. Berchelmann, Jr.
37TH District Court
100 Dolorosa
San Antonio, Texas 78205

BY _____

11 AUG 30 AM 8:48

RECEIVED
CLERK
COURT
SAN ANTONIO, TEXAS

ZELLE HOFMANN

ZELLE HOFMANN VOELBEL & MASON LLP

901 Main Street, Suite 4000
Dallas, Texas 75202
214-742-3000 MAIN 214-760-0994 FAX



CRT
8

FAX TRANSMISSION

DATE: November 30, 2011
 FROM: Ashley Bennett Jones
 PAGES: 1, including this cover sheet
 SUBJECT: Cause No. 2010-CI-10977, *John K. Meyer v. JPMorgan Chase Bank, N.A., et al.*; In the 225th Judicial District Court, Bexar County, Texas
 FILE NO.: 900-0080
 TAG NO.: 5509

TO:	COMPANY	PHONE	FAX
Tony or Barbara DC Fax Express	BEXAR COUNTY DISTRICT CLERK	210-335-2674	210-335-0536

SPECIAL INSTRUCTIONS: PLEASE DELIVER IMMEDIATELY. THANK YOU.

11 NOV 30 PM 1:01
 DISTRICT CLERK
 BEXAR CO. TEXAS
 SECURITY

IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL OUR FAX CENTER 214-742-3000

The information contained in this facsimile message is attorney privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone and return the original message to us at the above address via the U.S. postal service.



901 MAIN STREET, SUITE 4000
DALLAS, TEXAS 75202
214-742-3000 MAIN 214-760-994 FAX

ASHLEY BENNETT JONES
ajones@zelle.com
(214) 749-4264

November 30, 2011

VIA FACSIMILE (210) 355-0536

Bexar County District Clerk
Attention: Tony or Barbara
DC FAX EXPRESS
Paul Elizondo Tower
101 W. Nueva, Suite 117
San Antonio, TX 78205-3411

RE: Cause No. 2010-CI-10977, *John K. Meyer v. JPMorgan Chase Bank, N.A, et al*,
In the 225th Judicial District Court, Bexar County, Texas
Our File No.: 10900-0080

Dear Tony and/or Barbara:

Attached please find a DC Fax Express Form, together with a copy of the most recent Court's Docket Sheet in the above-referenced matter. I have circled document numbers 00047, 00048, and 00049 on page 4 and document numbers 00005 and 00006 on page 6. Would you kindly fax a copy of the five requested documents back to my attention at your earliest convenience, along with a copy of the receipt for the cost of the copies of the documents.

Thank you for your assistance in this matter.

Please do not hesitate to contact me if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads 'Ashley Bennett Jones'.

Ashley Bennett Jones

Enclosure

Fax Express Transmittal to:
BEXAR COUNTY DISTRICT CLERK
Fax (210) 335-0536
VOICE (210) 335-2662

DC Fax Express

Requested By: Ash Bennett Jones Date: November 30, 2011

Firm: Zelle Hofmann Deibel & Mason LLP

Address: 901 Main Street, Suite 4000

Fax No. 214-760-8998 Phone No. 214-742-3000

e-mail ajones@zelle.com

DOCUMENT INFORMATION

Please check: Civil Criminal Cause No. 2010-CI-10977

Style: John K. Meyer VS JP Morgan Chase Bank, N.A., et al.

Decree/Judgment/Sentence Date of Decree/Judgment/Sentence

Probation Conditions Order (Describe)

Other (Describe) Please see the attached Docket Sheet and forward the circled documents to our office at your earliest convenience.

Please specify Certified (\$1.00 per page) Uncertified (\$1.00 per page)
 Return via fax (Uncertified only) Mail back
 Return via e mail (Uncertified only) Pick up

DISCOVER/NOVUS ACCOUNT INFORMATION

Cardholder's Name: Address:

Account no. Exp date:

Authorized Signature: Date:

FOR CLERK'S USE ONLY: Total \$ for certified copies non-certified copies
CLERK ASSIGNED

LEGALEASE ACCOUNT INFORMATION

Card Number:

Client Number: Case Number:

Style:

Document:

Instructions Prepared By:

FOR CLERK'S USE ONLY: TOTALS for certified copies non-certified copies
CLERK ASSIGNED

Thank you for using DC Fax Express. In you have questions, please call 210-335-2662

11/30/2011 09:02 21058536

BCDC 2ND FLR RECORDS

PAGE 01

RUN DATE: 11/30/2011 B... County Centralized Docket System Pg: 1 PGM: DND4V00P
RUN TIME: 08:41:20 JCL: SPPROD

* DOCKET INFORMATION *

CAUSE NUM: 0810CE10977
DATE FILED: 07/02/2011 COURT: 225 UNPAID BALANCE: 0.00
TYPE OF DOCKET: DAMAGES

*** STYLE ***

JOHN K MEYER
VS JP MORGAN CHASE BANK N A ET AL

ACCOUNT TYPE: ACCOUNT NO:
ADDRESS: 0 STATUS: PENDING
LIST TYPE: C

* LITIGANT INFORMATION *

SEQ	LAST /FIRST /MIDDLE NAME	LIT. TYPE/ATTORNEY	DATE
00001	MEYER JOHN K	PLAINTIFF	07/02/2010
		00001 SPENCER JR, GEORGE H	
		00004 DROUGHT, JAMES LUKIN	
00002	JP MORGAN CHASE BANK N A	DEFENDANT	07/02/2010
		00002 RANDOLPH, MARK A	
		00003 SHEEDMAN, PATRICK KELL	
00003	AVRES GARY P	DEFENDANT	07/02/2010
		00002 RANDOLPH, MARK A	
00004	MEYER THEODORA	INTERVENOR	05/02/2011
		00001 SPENCER JR, GEORGE H	
00005	AVRES GARY P	DEFENDANT	05/20/2011
		00005 SHEEDMAN, PATRICK KELL	
00006	SOUTH TEXAS SYNDICATE TRUST	DEFENDANT	05/20/2011
		00005 SHEEDMAN, PATRICK KELL	
00007	BLAZE ENLIG	PLAINTIFF	08/17/2011
		00001 SPENCER JR, GEORGE H	
		00005 FLEBLE, JIM L	

* SERVICES INFORMATION *

SEQ	SERVICE TYPE / DATE	DIST	LITIGANT NAME
00001	CITATION	4	
	ISS: 07/06/2010	ENR:	RET:
00002	CITATION	4	AVRES GARY P
	ISS: 07/06/2010	ENR:	RET:

* ATTORNEY INFORMATION *

RUN DATE: 11/30/2011 County Centralized Docket System Pg: 2 PGM: DKB4000P
 RUN TIME: 08:41:20 JCL: SFFROD

SEQ	DATE FILED	BAR NO.	NAME	STATUS	DATE
00001	07/02/2010	10921	SPENCER JR, GEORGE H	SELECTED	07/02/2010
00002	08/20/2011	00791	RANDOLPH, MARK A	SELECTED	08/29/2011
00003	05/19/2011	10175	SHEEHAN, PATRICK KEL	SELECTED	05/20/2011
00004	11/14/2011	00130	DEGURRY, JAMES LUKIN	ASSIGNED	11/16/2011
00005	11/14/2011	07110	PLEGLE, JIM L	ASSIGNED	11/16/2011

* P R O C E E D I N G I N F O R M A T I O N *

SEQ	DATE FILED	REEL	IMAGE	PAGE COUNT
00001	07/02/2010	0000	0000	0000
	DESC: PLAINTIFF'S ORIGINAL PETITION			
00002	07/02/2010	0000	0000	0000
	DESC: REQUEST FOR 20175/10 M/JD			
00003	07/02/2010	0000	0000	0000
	DESC: SERVICE ASSIGNED TO CLERK 1			
00004	07/02/2010	0000	0000	0000
	DESC: JURY DEMAND JURY FEE PAID			
00005	07/20/2010	0000	0000	0000
	DESC: NOTICE OF REMOVAL BY JP MORGAN CHASE BANK NA AND GARY P AYNES			
00006	03/17/2011	0000	0000	0000
	DESC: LETTER FROM US DISTRICT COURT TO 225TH DC RE: COPY OF ORDER CONCERNING PLMT'S MOTION TO REMAND SIGNED BY FRED BIERY LIMITED BY DISTRICT JUDGE			
00008	03/25/2011	0000	0000	0000
	DESC: MOTION TO COMPEL DEF TO ANSWER WRITTEN INTERROGATORY & FOR SANCTIONS			
00009	03/28/2011	0000	0000	0000
	DESC: ORIGINAL ANSWER OF JP MORGAN CHASE BANK, N.A. INDIVIDUALLY/ CORPORATELY AND AS TRUSTEE OF THE SOUTH TEXAS SYNDICATE TRUST AND GARY P AYNES			
00010	04/05/2011	0000	0000	0000
	DESC: HEARING/ ORAL CRT REPORTER ASS GLYN ROBERT / 1007H / EXT 2640			
00011	04/05/2011	0000	0000	0000
	DESC: JUDGES DISCRETION NOTES			
00012	04/05/2011	0000	0000	0000
	DESC: RESPONSE TO MOTION TO COMPEL			
00013	04/20/2011	0000	0000	0000
	DESC: FIRST ANSWER ORIGINAL PETITION OF JOHN K MEYER			
00014	04/25/2011	0000	0000	0000
	DESC: LETTER TO DISTRICT CLERK/RECORDER			

RUN DATE: 11/30/2011 County Centralized Docket System Pg: 3 PGM: DLB4900P
RUN TIME: 09:41:20 JCL: SPPROD

Case No.	Date	0000	0000	0000
00015	04/27/2011	0000	0000	0000
DESC: COPY FILED OUT OF DOCKETS SHEET MICHAEL DONLEY LOEWEN FARM FLECKLE HEARY, LLP 12577 WERT DRIVE SUITE 900 DALLAS TX 75251				
00016	05/02/2011	0000	0000	0000
DESC: INTERVENTION OF JOHN MEYER JR AND THEODORA MEYER				
00017	05/19/2011	0000	0000	0000
DESC: FIRST AMENDED ANSWER JPMORGAN CHASE BANK, NA, INDIVIDUALLY/ CORPORATELY AND AS TRUSTEE OF THE SOUTH TEXAS SYNDICATE TRUST AND GARY P. AYMER				
00018	05/23/2011	0000	0000	0000
DESC: MOTION FOR PROTECTIVE ORDER OF JPMORGAN CHASE BANK NA				
00019	06/15/2011	0000	0000	0000
DESC: SECOND MOTION FOR PROTECTIVE ORDER OF JPMORGAN CHASE BANK NA				
00020	06/17/2011	0000	0000	0000
DESC: MOTION TO CONSOLIDATE OF JPMORGAN CHASE BANK NA INDIV/CORPORATELY AND AS TRUSTEE OF THE SOUTH TEXAS SYNDICATE TRUST AND GARY P AYMER				
00021	07/11/2011	0000	0000	0000
DESC: PLEA IN ADEMPMENT OF JPMORGAN CHASE BANK NA				
00022	07/12/2011	0000	0000	0000
DESC: SECOND AMENDED MOTION FOR PROTECTIVE ORDER OF JPMORGAN CHASE BANK NA				
00025	07/21/2011	0000	0000	0000
DESC: PLAINTIFF'S MOTION TO COMPEL ANSWER FOR SANCTIONS OF JOHN K MEYER AND ENTILIE BLAZE				
00031	07/29/2011	0000	0000	0000
DESC: MOTION FOR ENTRY OF PROTECTIVE ORDER				
00033	08/12/2011	0000	0000	0000
DESC: DEFENDANT'S MOTION TO ABATE/SUBJUDICATE OR FOR CONTINUANCE OF HEARING ON DISCOVERY RELATED MATTERS				
00034	08/17/2011	0000	0000	0000
DESC: RESPONSE TO DEFENDANTS PLEA IN ADEMPMENT OF JOHN K MEYER AND ENTILIE BLAZE				

RUN DATE: 11/30/2011 County Centralized Docket System Pg: 4 PGM: DKS4900P
RUN TIME: 08:41:28 JCL: SPPR00

NO	DATE	TIME	TIME	TIME
00034	08/17/2011	0000	0000	0000
	DESC: RESPONSE TO MOTION TO ABATE MOTION TO STRIKE AND MOTION FOR CONTINUANCE OF JOHN K MEYER AND EMILIE BLAZE			
00035	08/19/2011	0000	0000	0000
	DESC: RECEIPT OF EXHIBITS TO DISTRICT EXHIBIT ENVELOPE - NON-JURY TOTAL - 08/18/11 - JUDGE BERCHELHANN - COURT REPORTER BOB MOGAN - EXHIBIT TO BE KEPT IN THE 10TH D.C.			
00037	08/30/2011	0000	0000	0000
	DESC: LETTER TO BERCHELMANN FROM RICHARD TINSMAN RE: PROPOSED ORDER			
00038	09/21/2011	0000	0000	0000
	DESC: FAX TRANSMITTAL/RECORDING DEPT ZELLE HOFMANN			
00039	09/22/2011	0000	0000	0000
	DESC: FAX TRANSMITTAL OF DOCKET SHEETS SENT TO ZELLE HOFMANN			
00040	09/22/2011	0000	0000	0000
	DESC: FAX TRANSMITTAL/RECORDING DEPT ZELLE HOFMANN			
00041	09/25/2011	0000	0000	0000
	DESC: FAX TRANSMITTAL OF COPIES SENT TO: ZELLE HOFMANN			
00043	10/25/2011	0000	0000	0000
	DESC: APPLICATION FOR TEMP INJECTION OF JOHN K MEYER			
00045	11/02/2011	0000	0000	0000
	DESC: FAX TRANSMITTAL/RECORDING DEPT ZELLE HOFMANN			
00046	11/04/2011	0000	0000	0000
	DESC: EMAILED COPY OF: DOCKET SHEET ALJONES@ZELLE.COM			
00047	11/07/2011	0000	0000	0000
	DESC: ORIGINAL UPDATE ON THE RESULTS OF THE OPT-IN PROCESS			
00048	11/15/2011	0000	0000	0000
	DESC: ORIGINAL CONSOLIDATED SECOND AMENDED PETITION OF JOHN K MEYER JR., THEODORE MEYER AND EMILIE BLAZE			
00049	11/21/2011	0000	0000	0000
	DESC: LETTER FROM DAVID MEYER RE: FILING OF AFFIDAVIT OF SERVICE			

* ORIGINAL INFORMATION *

11/30/2011 09:02 210350536

BCDC 2ND FLR RECORDS

PAGE 05

RUN DATE: 11/30/2011
 RUN TIME: 08:41:20
 JCL: SPP000

SEC	DATE FILED	COURT	SETT. DATE TIME	ATTY
00007	03/25/2011	210	06/05/2011 08:38AM	GHS
DESC: NON-JURY TRIAL ASSIGNED TO JD TANNER**				
00008	03/25/2011			
DESC: MOTION TO COMPEL DEF TO ANSWER WRITTEN INTERROGATORY & FOR SANCTIONS				
00023	07/19/2011	210	08/09/2011 08:38AM	PKS
DESC: NON-JURY TRIAL SETTING OF PLEA IN ABATEMENT UNRESET TO 8/16/11**				
00024	07/21/2011	210	08/18/2011 08:38AM	PKS
DESC: NON-JURY TRIAL RESET ON PLEA IN ABATEMENT ASSIGNED TO JUDGE BERCHELMANN				
00024	07/21/2011	210	08/18/2011 08:38AM	GHS
DESC: NON-JURY TRIAL SETTING ON MOTION FOR PROTECTIVE ORDER ASSIGNED TO JUDGE BERCHELMANN				
00027	07/21/2011	210	08/18/2011 08:38AM	GHS
DESC: NON-JURY TRIAL SETTING ON DEF'S OBJECTIONS TO MEYER'S & WELZ'S INTERROGATORIES ASSIGNED TO JUDGE BERCHELMANN				
00028	07/21/2011	210	08/18/2011 08:38AM	GHS
DESC: NON-JURY TRIAL SETTING ON DEF'S OBJECTIONS TO MEYER'S & WELZ'S REQUESTS FOR PRODUCTION ASSIGNED TO JUDGE BERCHELMANN				
00029	07/21/2011	210	08/18/2011 08:38AM	GHS
DESC: NON-JURY TRIAL SETTING ON MOTION TO COMPEL/SANCTIONS ASSIGNED TO JUDGE BERCHELMANN				
00030	07/29/2011	210	08/18/2011 08:38AM	GS
DESC: NON-JURY TRIAL ASSIGNED TO JUDGE BERCHELMANN				
00031	07/29/2011			
DESC: MOTION FOR ENTRY OF PROTECTIVE ORDER				
01032	08/18/2011	210	08/18/2011 08:38AM	PKS
DESC: NON-JURY TRIAL ASSIGNED TO JUDGE BERCHELMANN				
00035	08/18/2011			
DESC: DEFENDANT'S MOTION TO ABATE/STRIKE OR FOR CONTINUANCE OF HEARING ON DISCOVERY RELATED MATTERS				
00042	09/30/2011	037	11/08/2011 01:30PM	GHS
DESC: NON-JURY TRIAL RESUMPTION OF HEARING				

11/30/2011 09:02 2103 50536

BCDC 2ND FLR RECORDS

PAGE 06

RUN DATE: 11/30/2011 Dep County Centralized Docket System Pg: 6 PGM: DKB4900P
RUN TIME: 08:41:29 JCL: SPPROD

00044 11/02/2011 027 11/08/2011 01:58PM PK5

DESC: NON-JURY TRIAL
DEFENDANT MOTIONS FOR PROTECTIVE ORDER

ORDER INFORMATION

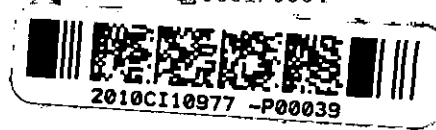
SEQ	DATE FILED	JUDGE	NAME	VOLUME	PAGE	PAGE CNT	AMOUNT	SO#
00001	04/05/2011	MARTHA	RAMMER	3459	1519	0002	0.00	
DESC: ORDER REGARDING PLEA N-T COMPEL DEF TO ANSWER WRITTEN INTERROGATORY & FOR SANCTIONS								
00002	06/01/2011	KENEE	BERCHELMAEY	3498	2409	0004	0.00	
DESC: AGREED ORDER GRANTING MOTION TO CONSOLIDATE								
00003	09/06/2011	DAVID A.	BERCHELMANN	3727	1575	0005	0.00	
DESC: ORDER RE: PLEA IN STATEMENT HEARD ON 08/18/11								
00004	09/28/2011	DAVID A.	BERCHELMANN	3727	2987	0002	0.00	
DESC: ORDER EXTENDING TIME TO RETURN OPT IN FORMS								
00005	11/14/2011	PETER S.	SAULI	3779	0430	0009	0.00	
DESC: AGREED PROTECTIVE ORDER								
00006	11/18/2011	DAVID A.	BERCHELMANN	3778	0818	0002	0.00	
DESC: ORDER DENYING DEFENDANTS PLEA IN ABATEMENT AND MOTION TO ABATE/STRIVE								

ORDER INFORMATION

SEQ DATE FILED PRINCIPAL

Document scanned as filed.

Description: *less through document*
Date: *gpc* Clerk Initials: *4-16-12*



ZELLE HOFMANN

ZELLE HOFMANN VOELBEL & MASON LLP

901 Main Street, Suite 4000
Dallas, Texas 75202
214-742-3000 MAIN 214-760-8994 FAX

CRT
FAX TRANSMISSION

DATE: September 21, 2011
 FROM: Ashley Bennett Jones
 PAGES: 4, including this cover sheet
 SUBJECT: Cause No. 2010-CI-10977, *John K. Meyer v. JPMorgan Chase Bank, N.A, et al;*, In the 225th Judicial District Court, Bexar County, Texas
 and
 Cause No. 2011-CI-04747, *Emilie Blaze v. JPMorgan Chase Bank, N.A, et al;*, In the 225th Judicial District Court, Bexar County, Texas

FILE NO.: 2-101-0106
 TAG NO.: 4401

TO:	COMPANY	PHONE	FAX
Tony or Barbara DC Fax Express	BEXAR COUNTY DISTRICT CLERK	210-335-2674	210-335-0536

SPECIAL INSTRUCTIONS: PLEASE DELIVER IMMEDIATELY. THANK YOU.

SEP 21 PM 2:23
 DISTRICT CLERK
 BEXAR CO. TEXAS
 DEPUTY

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901 MAIN STREET, SUITE 4000
DALLAS, TEXAS 75202
214-742-3000 MAIN 214-760-8994 FAX

ASHLEY BENNETT JONES
ajones@zelle.com
(214) 749-4264

September 21, 2011

VIA FACSIMILE (210) 335-0536

Bexar County District Clerk
Attention: Tony or Barbarra
DC FAX EXPRESS
Paul Elizondo Tower
101 W. Nueva, Suite 217
San Antonio, TX 78205-3411

Re: Cause No. 2010-CI-10977, *John K. Meyer v. JPMorgan Chase Bank, N.A, et al;*
In the 225th Judicial District Court, Bexar County, Texas
and
Cause No. 2011-CI-04747, *Emilie Blaze v. JPMorgan Chase Bank, N.A, et al;* In
the 225th Judicial District Court, Bexar County, Texas

Dear Tony and/or Barbara:

I have attached two DC Fax Express forms regarding the above-entitled and numbered causes. For each cause number we need to obtain a copy of the Court's Docket Sheet. Please return the docket sheets to the undersigned at our fax number 214-760-8994.

Thank you for your assistance in this matter.

Please do not hesitate to contact me if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads 'Ashley Bennett Jones'.

Ashley Bennett Jones

Enclosures

Fax Express Transmittal to:
BEXAR COUNTY DISTRICT CLERK
Fax (210) 335-0536
VOICE (210) 335-2662

DC Fax Express

Requested By: Ashley Bennett Jones Date: September 21, 2011

Firm: Zelle Hofmann Voelbel & Mason LLP

Address: 901 Main Street, Suite 4000

Fax No. 214-760-8994 Phone No. 214-742-3000

e-mail ajones@zelle.com

DOCUMENT INFORMATION

Please check: Civil Criminal Cause No. 2011-CI-04747

Style: EMILIE BLAZE VS JPMORGAN CHASE BANK, N.A., et al.

Decree/Judgment/Sentence Date of Decree/Judgment/Sentence

Probation Conditions Order (Describe)

Other (Describe) Court's Docket Sheet

Please specify Certified (\$1.00 per page) Uncertified (\$1.00 per page)

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DISCOVER/NOVUS ACCOUNT INFORMATION

Cardholder's Name: Michael A. Parsons Address: 9629 Viewside, Dallas, Texas 75231

Account no. ██████████ - ██████████ - ██████████ - ██████████ Exp date: ██████████

Authorized Signature: ████████████████████████████████████████ Date ██████████

FOR CLERK'S USE ONLY: Total \$ for certified copies non-certified copies
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LEGALEASE ACCOUNT INFORMATION

Card Number:
Client Number: Case Number:
Style:
Document:
Instructions Prepared By:

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JOB STATUS REPORT

TIME : 09/21/2011 16:40
NAME : BCDC 2ND FLR RECORDS
FAX# : 2103350536
TEL# : 2103350536
SER.# : 000007060188

DATE, TIME FAX NO./NAME DURATION PAGE(S) RESULT MODE	09/21 16:38 912147608994 00:01:43 09 OK STANDARD ECM
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TRANSMISSION REPORT

T470SY0U233

F670-A04

TIME : 12-02-'11 09:54

FAX NO.1 :

NAME :

2010 CI 10977



NO.	FILE NO.	DATE TIME	DURATION	PGS	TO	DEPT	MODE	STATUS
286	420	12.02 09:01	11:39	46	912147608994		EC 502	OK

MS 2008

[Handwritten signature]

DEPUTY

11 DEC -2 AM 10: 13

DISTRICT CLERK
BEXAR CO. TEXAS



ZELLE HOFMANN

ZELLE HOFMANN VOELBEL & MASON LLP

901 Main Street, Suite 4000
Dallas, Texas 75202
214-742-3000 MAIN 214-760-8994 FAX

CRT
A.O.

FAX TRANSMISSION

DATE: September 22, 2011
FROM: Ashley Bennett Jones
PAGES: 4, including this cover sheet
SUBJECT: Cause No. 2010-CI-10977, *John K. Meyer v. JPMorgan Chase Bank, N.A., et al.*; In the 225th Judicial District Court, Bexar County, Texas and
FILE NO.: 2-101-0106
TAG NO.: 3470

TO:	COMPANY	PHONE	FAX
Tony or Barbara DC Fax Express	BEXAR COUNTY DISTRICT CLERK	210-335-2674	210-335-0536

SPECIAL INSTRUCTIONS: PLEASE DELIVER IMMEDIATELY. THANK YOU.

Attached please find a DC Fax Express Form, together with a copy of the Court's Docket Sheet in the above-referenced matter, requesting certain documents to be faxed back to our office at your earliest convenience.

Thank you for your attention to this matter.

Sincerely,
Chrystal Varley
Chrystal Varley
Legal Administrative Assistant to Ashley Bennett Jones

FILED
DISTRICT CLERK
BEXAR CO. TEXAS
11 SEP 22 PH 2:07

*Please return a receipt for this cost. Also, I filed a request yesterday - would you kindly return a copy of that receipt as well?
Thank you
Chrystal*

IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL OUR FAX CENTER 214-742-3000

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RUN DATE: 09/21/2011 Bexar County Centralized Docket System Pg: 2 PGR: DKB4900P
 RUN TIME: 16:32:15 JCL: 0PPROD

* ATTORNEY INFORMATION *

SEQ	DATE FILED	BAR NBR.	NAME	STATUS	DATE
00001	07/02/2010	18921001	SPENCER JR, GEORGE W	SELECTED	07/02/2010
00002	03/28/2011	00791404	RAMDOLPH, MARK A	SELECTED	03/29/2011
00003	05/19/2011	18175503	SNEHMAN, PATRICK KEI	SELECTED	05/20/2011

* PROCEEDING INFORMATION *

SEQ	DATE FILED	REEL	IMAGE	PAGE COUNT
00001	07/02/2010	0000	0000	0000
	DESC: PLAINTIFF'S ORIGINAL PETITION			
00002	07/02/2010	0000	0000	0000
	DESC: REQUEST FOR 2017B/PPS W/JD			
00003	07/02/2010	0000	0000	0000
	DESC: SERVICE ASSIGNED TO CLERK 1			
00004	07/02/2010	0000	0000	0000
	DESC: JURY DEMAND JURY FEE PAID			
00005	07/28/2010	0000	0000	0000
	DESC: NOTICE OF REMOVAL OF JP MORGAN CHASE BANK NA AND GARY P AYRES			
00006	03/17/2011	0000	0000	0000
	DESC: LETTER FROM US DISTRICT COURT TO 215TH DC RE: COPY OF ORDER CONCERNING PLNTF'S MOTION TO REMAND SIGNED BY FRED BIERY UNITED STATES DISTRICT JUDGE			
00008	03/25/2011	0000	0000	0000
	DESC: MOTION TO COMPEL DEF TO ANSWER WRITTEN INTERROGATORY & FOR SANCTIONS			
00009	03/28/2011	0000	0000	0000
	DESC: ORIGINAL ANSWER OF JP MORGAN CHASE BANK,N.A. INDIVIDUALLY/ CORPORATELY AND AS TRUSTEE OF THE SOUTH TEXAS SYNDICATE TRUST AND GARY P AYRES			
00010	04/05/2011	0000	0000	0000
	DESC: HEARING/TRIAL CRT REPORTER RES OLYN POAGE / 144TH / EXT 2040			
00011	04/05/2011	0000	0000	0000
	DESC: JUDGES DOCKET NOTES			
00012	04/05/2011	0000	0000	0000
	DESC: RESPONSE TO MOTION TO COMPEL			
00013	04/20/2011	0000	0000	0000
	DESC: FIRST AMENDED ORIGINAL PETITION OF JOHN K MEYER			
00014	04/25/2011	0000	0000	0000
	DESC: LETTER TO DISTRICT CLERK/RECOR			

RUN DATE: 09/21/2011 Searched County Centralized Docket System Pg: 3 PGM: DKB400P
RUN TIME: 16:22:16 JCL: SPPROC

MICHAEL DONLEY

00015 04/27/2011 0000 0000 0000
DESC: COPY MAILED OUT OF
DOCKET SHEET
MICHAEL DONLEY
LOENINGSM FLEISLE DEARY, LLP
12377 MERIT DRIVE SUITE 900
DALLAS TX 75251

00016 05/02/2011 0000 0000 0000
DESC: INTERVENTION OF
JOHN MEYER JR AND THEODORA MEYER

00017 05/19/2011 0000 0000 0000
DESC: FIRST AMENDED ANSWER
JPMORGAN CHASE BANK, NA, INDIVIDUALLY/
CORPORATELY AND AS TRUSTEE OF THE SOUTH
TEXAS SYNDICATE TRUST AND GARY P. AYMES

00018 05/23/2011 0000 0000 0000
DESC: MOTION FOR
PROTECTIVE ORDER OF JPMORGAN CHASE BANK
NA

00019 06/13/2011 0000 0000 0000
DESC: SECOND
MOTION FOR PROTECTIVE ORDER OF JPMORGAN
CHASE BANK NA

00020 06/17/2011 0000 0000 0000
DESC: MOTION TO
CONSOLIDATE OF JPMORGAN CHASE BANK NA
INDIV/CORPORATELY AND AS TRUSTEE OF THE
SOUTH TEXAS SYNDICATE TRUST AND
GARY P. AYMES

241

00021 07/11/2011 0000 0000 0000
DESC: PLEA IN ABATEMENT
OF JPMORGAN CHASE BANK NA

00022 07/13/2011 0000 0000 0000
DESC: SECOND AMENDED
MOTION FOR PROTECTIVE ORDER OF
JPMORGAN CHASE BANK NA

00025 07/21/2011 0000 0000 0000
DESC: PLAINTIFF'S MOTION
TO COMPEL AND FOR SANCTIONS OF
JOHN K MEYER AND EMILIE BLAZE

00031 07/29/2011 0000 0000 0000
DESC: MOTION FOR
ENTRY OF PROTECTIVE ORDER

↑

00033 08/12/2011 0000 0000 0000
DESC: DEFENDANT'S MOTION
TO ABATE/STRIKE OR FOR CONTINUANCE OF
HEARINGS ON DISCOVERY RELATED MATTERS

24

00034 08/17/2011 0000 0000 0000
DESC: RESPONSE TO
DEFENDANT'S PLEA IN ABATEMENT OF
JOHN K MEYER AND EMILIE BLAZE

RUN DATE: 09/21/2011 Bayar County Centralized Docket System Pr: 4 PGM: DR34900P
RUN TIME: 16:32:15 JCL: SPPROD

21

00056	08/17/2011	0000	0000	0000
DESC: RESPONSE TO MOTION TO ABATE MOTION TO STRIKE AND MOTION FOR CONTINUANCE OF JOHN K MEYER AND EMLIE BLAZE				

00025	08/19/2011	0000	0000	0000
DESC: RECEIPT OF EXHIBITS TO DISTRICT EXHIBIT 1 ENVELOPE - NON-JURY TRIAL - 08/18/11 - JUDGE BERCHELMANN - COURT REPORTER BOB HOGAN - EXHIBIT TO BE KEPT IN THE 37TH D.C.				

00037	08/30/2011	0000	0000	0000
DESC: LETTER TO BERCHELMANN FROM RICHARD TINSMAN RE: PROPOSED ORDER				

TRIAL INFORMATION

SEQ	DATE FILED	COURT	SETT. DATE	TIME	ATTY
00007	03/23/2011	218	04/05/2011	08:30AM	ONS
DESC: NON-JURY TRIAL **ASSIGNED TO JD TANNER**					
00008	03/25/2011				
DESC: MOTION TO COMPEL DEF TO ANSWER WRITTEN INTERROGATORY & FOR SANCTIONED					
00023	07/19/2011	218	08/09/2011	08:30AM	PKS
DESC: NON-JURY TRIAL SETTING ON PLEA IN ABATEMENT **RESET TO 8/18/11***					
00024	07/21/2011	218	08/18/2011	08:30AM	PKS
DESC: NON-JURY TRIAL RESET ON PLEA IN ABATEMENT ASSIGNED TO JUDGE BERCHELMANN					
00026	07/21/2011	218	08/18/2011	08:30AM	ONS
DESC: NON-JURY TRIAL SETTING ON MOTION FOR PROTECTIVE ORDER ASSIGNED TO JUDGE BERCHELMANN					
00027	07/21/2011	218	08/18/2011	08:30AM	ONS
DESC: NON-JURY TRIAL SETTING ON JPM'S OBJECTIONS TO MEYER'S & BLAZE'S INTERROGATORIES ASSIGNED TO JUDGE BERCHELMANN					
00028	07/21/2011	218	08/18/2011	08:30AM	ONS
DESC: NON-JURY TRIAL SETTING ON JPM'S OBJECTIONS TO MEYER'S & BLAZE'S REQUESTS FOR PRODUCTION ASSIGNED TO JUDGE BERCHELMANN					
00029	07/21/2011	218	08/18/2011	08:30AM	ONS
DESC: NON-JURY TRIAL SETTING ON MOTION TO COMPEL/SANCTIONS					

RUN DATE: 09/21/2011 Bazza County Centralized Docket System Pg: 5 PGM: DCB4900P
RUN TIME: 16:32:18 JCL: APPR00

ASSIGNED TO JUDGE BERCHELMANN

00030 07/29/2011 210 08/18/2011 08:30AM 03
DESC: NON-JURY TRIAL

ASSIGNED TO JUDGE BERCHELMANN

00031 07/29/2011
DESC: MOTION FOR
ENTRY OF PROTECTIVE ORDER

00032 08/12/2011 218 08/18/2011 08:30AM 03
DESC: NON-JURY TRIAL

ASSIGNED TO JUDGE BERCHELMANN

00033 08/12/2011
DESC: DEFENDANT'S MOTION
TO ABATE/STRIKE OR FOR CONTINUANCE OF
HEARINGS ON DISCOVERY RELATED MATTERS

ORDER INFORMATION

SEQ	DATE FILED	JUDGE NAME	VOLUME	PAGE	PAGE CNT	AMOUNT	SCF
00001	04/15/2011	MARTHA TAMMER	5859	1519	0002	0.00	
		DESC: ORDER					
		REGARDING PLFS N-T COMPEL DEF TO ANSWER WRITTEN INTERROGATORY & FOR SANCTIONS					
00002	04/21/2011	KENNETH P. MCLEMANEY	2696	2069	0004	0.00	
		DESC: ADDRESS ORDER					
		WARRANTING MTN TO CONSOLIDATE					
00003	09/16/2011	DAVID A. BERCHELMANN	3727	1575	0005	0.00	
		DESC: ORDER					
		RE: PLEA IN ABATEMENT HEARD ON 08/16/11					

BOND INFORMATION

SEQ DATE FILED PRINCIPAL

TRANSMISSION REPORT

T470SY0U233

F670-A04

TIME : 09-22-'11 15:54

FAX NO.1 :

NAME :

NO.	FILE NO.	DATE TIME	DURATION	PGS	TO	DEPT	MODE	STATUS
269	381	09.22 15:29	17:24	65	912147608994		EC 502	OK



CRT
4.0

901 Main Street, Suite 4000
Dallas, Texas 75202
214-742-3000 MAIN 214-760-8994 FAX

FAX TRANSMISSION

DATE: December 5, 2011
FROM: Ashley Bennett Jones
PAGES: 3, including this cover sheet
SUBJECT: Cause No. 2010-CI-10977, *John K. Meyer v. JPMorgan Chase Bank, N.A, et al;*, In the 225th Judicial District Court, Bexar County, Texas
FILE NO.: 1-900-0080
TAG NO.: _____

TO:	COMPANY	PHONE	FAX
Tony or Barbara DC Fax Express	BEXAR COUNTY DISTRICT CLERK	210-335-2674	210-335-0536

SPECIAL INSTRUCTIONS: PLEASE DELIVER IMMEDIATELY. THANK YOU.

11 DEC -5 PM 4: 03
BEXAR CO. TEXAS
DISTRICT CLERK

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901 MAIN STREET, SUITE 4000
DALLAS, TEXAS 75202
214-742-3000 MAIN 214-760-8994 FAX

ASHLEY BENNETT JONES
ajones@zelle.com
(214) 749-4264

December 5, 2011

VIA FACSIMILE (210) 335-0536

Bexar County District Clerk
Attention: Tony or Barbara
DC FAX EXPRESS
Paul Elizondo Tower
101 W. Nueva, Suite 217
San Antonio, TX 78205-3411

RE: Cause No. 2010-CI-10977, *John K. Meyer v. JPMorgan Chase Bank, N.A, et al*,
In the 225th Judicial District Court, Bexar County, Texas
Our File No.: 1-900-0080

Dear Tony and/or Barbara:

We need to obtain a copy of the current Court's Docket Sheet regarding the above-entitled and numbered cause. In this respect, I have attached a completed DC Fax Express form. Please return the docket sheet to the undersigned at our fax number 214-760-8994.

Thank you for your assistance in this matter.

Please do not hesitate to contact me if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads 'Chrystal H. Varley'.

Chrystal H. Varley
Legal Administrative Assistant to Ashley Bennett Jones

Enclosure

Fax Express Transmittal to:
BEXAR COUNTY DISTRICT CLERK
Fax (210) 335-0536
VOICE (210) 335-2662

DC Fax Express

Requested By: Ashley Bennett Jones Date: December 5, 2011

Firm: Zelle Hofmann Voelbel & Mason LLP

Address: 901 Main Street, Suite 4000

Fax No. 214-760-8994 Phone No. 214-742-3000

e-mail ajones@zelle.com

DOCUMENT INFORMATION

Please check: Civil Criminal Cause No. 2010-CI-10977

Style: John K. Meyer VS JP Morgan Chase Bank, N.A., et al.

Decree/Judgment/Sentence Date of Decree/Judgment/Sentence _____

Probation Conditions Order (Describe) _____

Other (Describe) Court's Docket Sheet

Please specify Certified (\$1.00 per page) Uncertified (\$1.00 per page)
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 Return via e mail (Uncertified only) Pick up

DISCOVER/NOVUS ACCOUNT INFORMATION

Cardholder's Name: _____ Address: _____

Account no. _____ - _____ - _____ - _____ Exp date: _____

Authorized Signature: _____ Date: _____

FOR CLERK'S USE ONLY: Total \$ _____ for certified copies _____ non-certified copies
CLERK ASSIGNED _____

LEGALEASE ACCOUNT INFORMATION

Card Number: _____

Client Number: _____ Case Number: _____

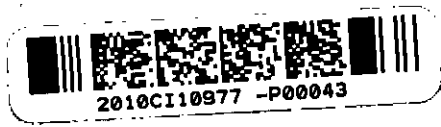
Style: _____

Document: _____

Instructions Prepared By: _____

FOR CLERK'S USE ONLY: TOTALS \$ _____ for certified copies _____ non-certified copies
CLERK ASSIGNED _____

Thank you for using DC Fax Express. In you have questions, please call 210-335-2662



(Consolidated Under)
NO. 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

PLAINTIFFS' APPLICATION FOR TEMPORARY INJUNCTION

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiffs, John K. Meyer, et al, file this their Application for a Temporary Injunction, to be in effect until the conclusion of the trial of the case on its merits, follows:

BY: *[Signature]*
DEPUTY
2011 OCT 25 3:53
FILED
DISTRICT CLERK
BEXAR CO., TEXAS

- prohibiting and enjoining 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 the South Texas Syndicate Trust; and
- require the Defendants to pay interest at the legal rate of 6% on such reimbursed sums.

In support of this request, Plaintiffs show as follows:

1. Though a number of forms of relief and remedies are sought by the Plaintiffs in this case, at its core, this case seeks the removal of Defendant JP Morgan as Trustee of the South Texas Syndicate Trust and the award of damages against the Defendants for their various breaches of trust.

2. Under settled Texas law, a trustee may charge the trust for attorney's fees and other litigation costs that the trustee incurs in defending charges of breach of trust, only if the trustee acts reasonably and in good faith in defending the charges made against him. *DuPont v. Southern National Bank of Houston*, 771 F.2d 874, 886 (5th Cir. 1985)("generally, a trustee is entitled to reimbursement from the trust estate for expenses 'which the trustee, acting reasonably and in good faith, incurs in defense of litigation charging him with a breach of trust'"); *Grey v. First National Bank*, 393 F.2d 371, 387 (5th Cir. 1968)("we begin with the general proposition that a trustee may charge his trust for attorney's fees which the trustee, acting reasonably and in good faith, incurs in defense of litigation charging him with a breach of trust"); *Stone v. King*, 2000 Tex. App. LEXIS 8070 (Corpus Christi 2000)(not designated for publication)("under Texas law, a trustee may charge the trust for attorney's fees that the trustee, acting reasonably and in good faith, incurs defending charges of breach of trust. ... A trustee is not entitled to reimbursement for expenses that do not confer a benefit upon the trust estate, such as those expenses related to litigation resulting from the fault of the trustee."); *Moody Foundation v. Estate of Shearn Moody*, 1999 Tex. App. LEXIS 8597 (Austin 1999)(not designated for publication)("under Texas law, a

trustee may charge the trust for attorney's fees the trustee, acting reasonably and in good faith, incurs defending charges of breach of trust.").

3. In seeking reimbursement for attorney's fees and other litigation expenses under this standard ("acting reasonably and in good faith"), the trustee has the burden of proof to establish that its conduct was in compliance with that standard. *Moody Foundation v. Estate of Shearn Moody*, 1999 Tex. App. LEXIS 8597 (Austin 1999)(not designated for publication)("the Estate, as the plaintiff seeking reimbursement from the Foundation, bore the burden in the probate court of establishing that Moody was acting reasonably and in good faith when he engaged in the conduct [at issue]").

4. The resolution and determination of whether a trustee has acted "reasonably and in good faith" in defending charges of breach of trust is inherently a time consuming and intensive matter which must be determined on a case by case basis. *American National Bank of Beaumont v. Biggs*, 274 S.W.2d 209, 222 (Tex. Civ. App.—Beaumont 1954, writ ref'd n.r.e.)("... we conclude that whether a trustee should be awarded an attorney's fee for defending a suit involving his administration of the trust depends upon equitable considerations, that each case must be decided upon its own facts,").

5. Before presenting this Application for Temporary Injunction, counsel for Plaintiffs requested that the Defendants cease paying their litigation costs, attorney's fees, and other expenses incurred in this lawsuit out of the funds of the South Texas Syndicate Trust and that they reimburse the South Texas Syndicate

Trust for all such costs, fees, and expenses previously paid, together with interest. The Defendants have refused to comply with that request.

6. In refusing to comply with this request for voluntary action, the Defendants are violating their fiduciary duties of loyalty and are engaging in self-dealing. That is, even under the very most favorable resolution of this application from the Defendants' perspective (that is a finding that the Defendants were acting reasonably and in good faith and were entitled to be reimbursed for their litigation fees, costs, and expenses out of the South Texas Syndicate Trust), the expense in reaching that determination will be very significant and, while it will be directly beneficial to the Defendants, it will not be beneficial to the Trust or the beneficiaries—who will have to pay for all of the fees and expenses associated with the hearing. Cf. *In re Baylis*, 313 F.3d 9, 22 (1st Cir. 2002)(“... [the trustee] caused fees for his defense to be paid by the Trust ... [the trustee's] actions were in violation of his duty of loyalty Given [his] active role in creating the conflict ..., he should have requested permission from the probate court before he used trust assets to defend himself against the personal aspects of the ... lawsuit. He did not do so. Instead, he proceeded to use trust assets to defend himself, an extremely reckless thing to do in light of his duty of loyalty. Given this combination of fiduciary breach ... and the self-dealing to defend against it, we find that [the trustee's] actions here constitute defalcation under 11 U.S.C. § 523(a)(4).”).

7. Because of this, the Supreme Court of California has stated that “the better practice may be for a trustee to seek reimbursement after any litigation with

beneficiaries concludes, initially retaining counsel with personal funds.” *Wells Fargo Bank v. Superior Court*, 990 Pac. 2nd 591, 599 fn. 4 (Cal. 2000).

8. Plaintiffs are confident, however, that the Defendants will be incapable of establishing that their actions permit them to charge their litigation costs and expenses to the Trust and that, rather than acting “reasonably and in good faith”, the Defendants have acted unreasonably and in bad faith.

9. Specifically, the Defendants have used a variety of litigation tactics in this case to attempt to hide their mistakes, errors and breaches of trust. They improperly removed this case to federal court, refused to reveal the contact information regarding the beneficiaries of the Trust until ordered to do so by the court, and have generally sought to frustrate the prompt and economical resolution of this case by asserting numerous inappropriate objections to appropriate discovery issued by the Plaintiffs. In doing so, the Defendants have not only violated the Rules of Civil Procedure, but they have utterly disregarded their inherent independent obligations of candor and full disclosure as fiduciaries. *Montgomery v. Kennedy*, 669 S.W.2d 309 (Tex. 1984).

10. This needlessly expensive and aggressive “litigation strategy” adopted by the Defendants in their attempts to fight the suit against them for removal and damages, in and of itself, constitutes grounds for denying them reimbursement for their litigation fees, costs and expenses out of the Trust’s funds. *See E.g., In re Trusteeship of Williams*, 591 N.W.2d 743, 749 (Minn. App. 1999)(“[the trustee] contends the district court abused its discretion for finding that [its] litigation strategy

was costly to the trust. [It] admits, however, that it twice pursued writs of prohibition in connection with discovery requests, not in the interest of this particular litigation, but rather, because [it] was concerned about the implications of these requests for other trusts in which [it] is a corporate trustee Also [it] refused to turn over the requested documents in a timely fashion. The district court did not err in citing [its] litigation strategy in denying attorney's fees.”).

11. This Court has the power to enter the requested injunction under the provisions of Tex. Civ. Prac. & Rem. Code § 65.011 (1), Texas Trust Code § 115.001, and its general equity jurisdiction.

WHEREFORE, PREMISES CONSIDERED, Plaintiffs John K. Meyer, et al, pray that this Application for Temporary Injunction be set for hearing and that following hearing the court enter an order prohibiting and enjoining 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 the South Texas Syndicate Trust, and require the Defendants to pay interest at the legal rate of 6% on such reimbursed sums, further praying for such other and further relief as is just or appropriate in the circumstances.

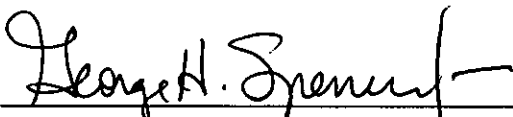
Respectfully submitted,

David R. Deary
State Bar No. 05624900
Jim L. Flegle
State Bar No. 07118600
LOEWINSOHN FLEGLE DEARY, LLP
12377 Merit Dr., Suite 900
Dallas, TX 75251
(214) 572-1702 – Telephone
(214) 575-1717 - Facsimile

Richard Tinsman
State Bar No. 20064000
Sharon C. Savage
State Bar No. 04747200
TINSMAN & SCIANO, INC.
10107 McAllister Freeway
San Antonio, TX 78205
(210) 225-3121 – Telephone
(210) 225-6235 – Facsimile

James L. Drought
State Bar No. 06135000
DROUGHT DROUGHT & BOBBITT, LLP
112 E. Pecan St., Suite 2900
San Antonio, TX 78205
(210) 225-4031 – Telephone
(210) 222-0586 – Facsimile

CLEMENS & SPENCER
112 E. Pecan St., Suite 1300
San Antonio, Texas 78205
(210) 227-7121 – Telephone
(210) 227-0732 – Facsimile

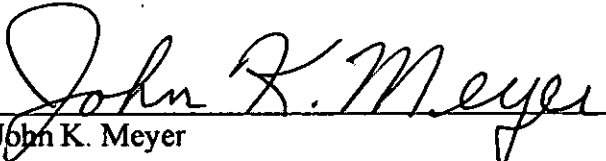
By: 
GEORGE H. SPENCER, JR.
State Bar No. 18921001
JEFFREY J. JOWERS
State Bar No. 24012932

ATTORNEYS FOR PLAINTIFFS

VERIFICATION

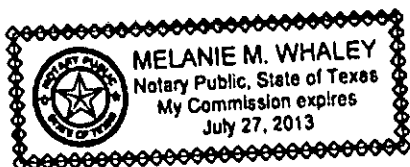
STATE OF TEXAS §
 §
COUNTY OF BEXAR §

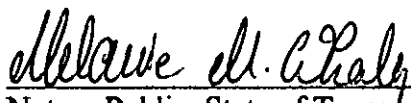
Before me, the undersigned notary public, on this day personally appeared John K. Meyer, who being by me duly sworn deposed and said that he is a Plaintiff in the above-entitled and number cause, that he has read the above and foregoing Application for Temporary Injunction and that every statement of fact contained therein is within his personal knowledge and is true and correct.



John K. Meyer

SWORN AND SUBSCRIBED to before me this 25th day of October, 2011.





Notary Public, State of Texas

CERTIFICATE OF SERVICE

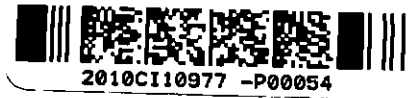
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David Jed Williams
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The Quarry Heights Building
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San Antonio, TX 78209
Facsimile No. (210) 271-1730



GEORGE H. SPENCER, JR.

JOB STATUS REPORT



2010CI10977 -P00054

2010 CI 10977

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Case Nbr: 2010CI10977 Style: JOHN K MEYER vs JP MORGAN CHASE BANK N A
Court: 225 Docket Type: DAMAGES

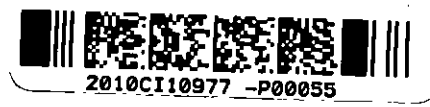
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FILE NO.: 1-900-0080
TAG NO.: _____

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ASHLEY BENNETT JONES
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(214) 749-4264

December 12, 2011

VIA FACSIMILE (210) 335-0536

Bexar County District Clerk
Attention: Tony or Barbara
DC FAX EXPRESS
Paul Elizondo Tower
101 W. Nueva, Suite 217
San Antonio, TX 78205-3411

RE: Cause No. 2010-CI-10977, *John K. Meyer v. JPMorgan Chase Bank, N.A., et al.*;
In the 225th Judicial District Court, Bexar County, Texas
Our File No.: 1-900-0080

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Sincerely,

A handwritten signature in cursive script that reads "Chrystal H. Varley".

Chrystal H. Varley
Legal Administrative Assistant to Ashley Bennett Jones

Enclosure

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e-mail ajones@zelle.com

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Style: John K. Meyer VS JP Morgan Chase Bank, N.A., et al.

Decree/Judgment/Sentence Date of Decree/Judgment/Sentence

Probation Conditions Order (Describe)

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