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**IN RE: ESTATE OF MAX D. HOPPER,  
DECEASED**

**IN THE PROBATE COURT**

JOHN F. WARREN  
COUNTY CLERK  
DALLAS COUNTY

**JO N. HOPPER**  
*Plaintiff,*

**NO. 1**

v.

**JPMORGAN CHASE BANK, N.A.  
STEPHEN B. HOPPER, LAURA S.  
WASSMER,**  
*Defendants.*

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**DALLAS COUNTY, TEXAS**

**CHARGE OF THE COURT**

**MEMBERS OF THE JURY:**

After the closing arguments, you will go to the jury room to decide the case, answer the questions that are attached, and reach a verdict. You may discuss the case with other jurors only when you are all together in the jury room.

Remember my previous instructions: Do not discuss the case with anyone else, either in person or by any other means. Do not do any independent investigation about the case or conduct any research. Do not look up any words in dictionaries or on the Internet. Do not post information about the case on the Internet. Do not share any special knowledge or experiences with the other jurors. Do not use your phone or any other electronic device during your deliberations for any reason.

Any notes you have taken are for your own personal use. You may take your notes back into the jury room and consult them during deliberations, but do not show or read your notes to your fellow jurors during your deliberations. Your notes are not evidence. Each of you should rely on your independent recollection of the evidence and not be influenced by the fact that another juror has or has not taken notes.

You must leave your notes with the bailiff when you are not deliberating. The bailiff will give your notes to me promptly after collecting them from you. I will make sure your notes are kept in a safe, secure location and not disclosed to anyone. After you complete your deliberations, the bailiff will collect your notes. When you are released from jury duty, the bailiff will promptly destroy your notes so that nobody can read what you wrote.

Here are the instructions for answering the questions.

1. Do not let bias, prejudice, or sympathy play any part in your decision.
2. Base your answers only on the evidence admitted in court and on the law that is in these instructions and questions. Do not consider or discuss any evidence that was not admitted in the courtroom.
3. You are to make up your own minds about the facts. You are the sole judges of the credibility of the witnesses and the weight to give their testimony. But on matters of law, you must follow all of my instructions.
4. If my instructions use a word in a way that is different from its ordinary meaning, use the meaning I give you, which will be a proper legal definition.
5. All the questions and answers are important. No one should say that any question or answer is not important.
6. Answer "yes" or "no" to all questions unless you are told otherwise. A "yes" answer must be based on a preponderance of the evidence unless you are told otherwise. Whenever a question requires an answer other than "yes" or "no," your answer must be based on a preponderance of the evidence unless you are told otherwise.

The term "preponderance of the evidence" means the greater weight of credible evidence presented in this case. If you do not find that a preponderance of the evidence supports a "yes" answer, then answer "no." A preponderance of the evidence is not measured by the number of witnesses or by the number of documents admitted in evidence. For a fact to be proved by a preponderance of the evidence, you must find that the fact is more likely true than not true.

A fact may be established by direct evidence or by circumstantial evidence or both. A fact is established by direct evidence when proved by documentary evidence or by witnesses who saw the act done or heard the words spoken. A fact is established by circumstantial evidence when it may be fairly and reasonably inferred from the other facts proved.

7. A party's conduct includes the conduct of another who acts with the party's authority or apparent authority. Authority for another to act for a party must arise from the party's agreement that the other act on behalf and for the benefit of the party. If a party so authorizes another to perform an act, that other party is also authorized to do whatever else is proper, usual, and necessary to perform the act expressly authorized. Apparent authority exists if a party (1) knowingly permits

another to hold himself out as having authority or, (2) through lack of ordinary care, bestows on another such indications of authority that lead a reasonably prudent person to rely on the apparent existence of authority to his detriment. Only the acts of the party sought to be charged with responsibility for the conduct of another may be considered in determining whether apparent authority exists.

8. Do not decide who you think should win before you answer the questions and then just answer the questions to match your decision. Answer each question carefully without considering who will win. Do not discuss or consider the effect your answers will have.

9. Do not answer questions by drawing straws or by any method of chance.

10. Some questions might ask you for a dollar amount. Do not agree in advance to decide on a dollar amount by adding up each juror's amount and then figuring the average.

11. Do not trade your answers. For example, do not say, "I will answer this question your way if you answer another question my way."

12. Unless otherwise instructed, the answers to the questions must be based on the decision of at least five of the six jurors. The same five jurors must agree on every answer. Do not agree to be bound by a vote of anything less than five jurors, even if it would be a majority.

13. In answering questions about damages, answer each question separately. Do not increase or reduce the amount in one answer because of your answer to any other question about damages. Do not speculate about what a party's ultimate recovery may or may not be. Any recovery will be determined by the court when it applies the law to your answers at the time of the judgment. Do not add any amount for interest on damages, if any.

As I have said before, if you do not follow these instructions, you will be guilty of juror misconduct, and I might have to order a new trial and start this process over again. This would waste your time and the parties' money, and would require the taxpayers of this county to pay for another trial. If a juror breaks any of these rules, tell that person to stop and report it to me immediately.

## **DEFINITIONS**

**"JPMorgan"** means JPMorgan Chase Bank, N.A.

**"Fee Agreement"** means Plaintiff's Exhibit 7.

**"The Estate"** means the Estate of Max D. Hopper.

**Question No. 1**

After JPMorgan was appointed Independent Administrator on June 30, 2010, did JPMorgan fail to comply with one or more of the following fiduciary duties:

- a. JPMorgan's duty to act toward Jo Hopper in the utmost good faith and exercise the most scrupulous honesty;

Answer "Yes" or "No": YES

- b. JPMorgan's duty to place the interests of Jo Hopper above its own and to not use the advantage of its position to gain any benefit for itself at the expense of Jo Hopper;

Answer "Yes" or "No": YES

- c. JPMorgan's duty to fully and fairly disclose to Jo Hopper all material facts known to JPMorgan that might affect her rights.

Answer "Yes" or "No": YES

If you answered "Yes" to any subpart of Question No. 1, then answer the following question. Otherwise, do not answer the following question.

**Question No. 2**

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate Jo Hopper for her damages, if any, that were proximately caused by such conduct?

"Proximate cause" means a cause that was a substantial factor in bringing about an event, and without which cause such event would not have occurred. In order to be a proximate cause, the act or omission complained of must be such that a person using the degree of care required of him or her would have foreseen that the event, or some similar event might reasonably result therefrom. There may be more than one proximate cause of an event.

Consider the following element of damages, if any, and none other.

Do not add any amount for interest on damages, if any.

Answer in dollars and cents, if any.

a. Jo Hopper's mental anguish sustained in the past.

"Mental anguish" means a relatively high degree of mental pain and distress that is more than mere worry, anxiety, vexation, embarrassment, or anger.

Answer: \$ 500,000.00

b. Attorneys' fees paid by Jo Hopper before this lawsuit to address JPMorgan's breaches of its fiduciary duties.

Answer: \$ 222,780.95

Answer the following question only if you unanimously answered "yes" to Question No. 1 and with an amount greater than \$0 to any part of Question No. 2. Otherwise, do not answer the following question.

To answer "yes" to the following question, your answer must be unanimous. You may answer "No" to the following question only upon a vote of five or more jurors. Otherwise, you must not answer the following question.

**Question No. 3**

Do you find by clear and convincing evidence that the harm to Jo Hopper from JPMorgan's breach of fiduciary duty resulted from malice?

"Clear and convincing evidence" means the measure or degree of proof that produces a firm belief or conviction of the truth of the allegation sought to be established.

"Malice" means a specific intent by JPMorgan to cause substantial injury or harm to Jo Hopper.

Answer "Yes" or "No": YES

Answer the following question only if you unanimously answered "Yes" to Question No. 3. Otherwise, do not answer the following question.

You must unanimously agree on the amount of any award of exemplary damages.

**Question No. 4**

What sum of money, if any, if paid now in cash, should be assessed against JPMorgan and awarded to Jo Hopper as exemplary damages, if any, for the conduct found in response to Question No. 3?

"Exemplary damages" means an amount that you may in your discretion award as a penalty or by way of punishment.

Factors to consider in awarding exemplary damages, if any, are—

1. The nature of the wrong;
2. The character of the conduct involved;
3. The degree of culpability of JPMorgan;
4. The situation and sensibilities of the parties concerned;
5. The extent to which such conduct offends a public sense of justice and propriety; and
6. The net worth of JPMorgan.

Answer in dollars and cents, if any.

Answer: \$ 2,000,000,000.00



If you answered with an amount greater than \$0 to any subpart of Question 2, then answer the following question. Otherwise do not answer the following question.

**Question No. 5**

Did the negligence, if any, or knowing participation in JPMorgan's breach of fiduciary duty, if any, of those named below proximately cause Jo Hopper's damages?

"Negligence" means failure to use ordinary care, that is, failing to do that which a person of ordinary prudence would have done under the same or similar circumstances or doing that which a person of ordinary prudence would not have done under the same or similar circumstances.

"Ordinary care" means that degree of care that would be used by a person of ordinary prudence under the same or similar circumstances.

"Proximate cause" means a cause that was a substantial factor in bringing about an event, and without which cause such event would not have occurred. In order to be a proximate cause, the act or omission complained of must be such that a person using the degree of care required of him or her would have foreseen that the event, or some similar event might reasonably result therefrom. There may be more than one proximate cause of an event.

"Knowing participation in JPMorgan's breach of fiduciary duty" requires that (1) the person or entity knowingly participated in JPMorgan's breach of fiduciary duty, and (2) that person or entity knew of the fiduciary relationship and was aware of his participation in JPMorgan's breach of its duty.

a. Answer "Yes" or "No" with regard to the negligence, if any, of the following:

Jo Hopper

NO

b. Answer "Yes" or "No" with regard to knowing participation in JPMorgan's breach of fiduciary duty, if any, of each of the following:

Stephen Hopper

Laura Wassmer

Gary Stolbach and Glast, Phillips & Murray

NO  
NO  
NO

If you answered "Yes" to Question 5 for more than one of those named below, then answer the following question. Otherwise do not answer the following question.

Assign percentages of responsibility only to those you found caused or contributed to cause the injury you found in question 2. The percentages you find must total 100 percent. The percentages must be expressed in whole numbers. The percentage of responsibility attributable to any one is not necessarily measured by the number of acts or omissions found. The percentage attributable to any one need not be the same percentage attributed to that one in answering another question.

**Question No. 6**

For each person or entity you found caused or contributed to cause the injury, find the percentage of responsibility attributable to each for the conduct you have found:

JPMorgan	_____
Jo Hopper	_____
Stephen Hopper	_____
Laura Wassmer	_____
Gary Stolbach and Glast, Phillips & Murray	_____

Total 100%

**Question No. 7**

Did JPMorgan fail to comply with the Fee Agreement with regard to Jo Hopper?

Answer "Yes" or "No": YES

If you answered "Yes" to Question No. 7, then answer the following question. Otherwise, do not answer the following question.

**Question No. 8**

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate Jo Hopper for her damages, if any, that resulted from such failure to comply?

Consider the following elements of damages, if any, and none other.

Do not add any amount for interest on damages, if any.

Answer separately in dollars and cents for damages, if any, with respect to each of the following:

- a. Attorney's fees paid by Jo Hopper before this lawsuit to address JPMorgan's failure to perform its responsibilities under the Fee Agreement.

Answer: \$ 222,780.95

- b. Money owed to Jo Hopper for reimbursement of expenses.

Answer: \$ 58,051.47

If you answered "Yes" to Question No. 7, then answer the following question. Otherwise do not answer the following question.

**Question No. 9**

What is a reasonable fee for the necessary services of Jo Hopper's attorneys regarding her claim for breach of contract, stated in dollars and cents?

Factors to consider in determining a reasonable fee include:

1. The time and labor required, the novelty and difficulty of the questions involved, and the skill required to perform the legal services properly.
2. The likelihood that the acceptance of the particular employment will preclude other employment by the lawyer.
3. The fee customarily charged in the locality for similar legal services.
4. The amount involved and the results obtained.
5. The time limitations imposed by the client or by the circumstances.
6. The nature and length of the professional relationship with the client.
7. The experience, reputation, and ability of the lawyer or lawyers performing the services.
8. Whether the fee is fixed or contingent on results obtained or uncertainty of collection before the legal services have been rendered.

Answer with an amount for each of the following:

1. For representation through this trial.

Answer: \$ 4,061,518.00

2. For representation through appeal to the court of appeals.

Answer: \$ 200,000.00

3. For representation at the petition for review stage in the Supreme Court of Texas.

Answer: \$ 50,000.00

4. For representation at the merits briefing stage in the Supreme Court of Texas.

Answer: \$ 75,000.00

5. For representation through oral argument and the completion of proceedings in the Supreme Court of Texas.

Answer: \$ 50,000.00

**Question No. 10**

Does JPMorgan as Independent Administrator hold money that in equity and good conscience belongs to Jo Hopper?

Answer "Yes" or "No": yes

If you answered "Yes" to Question No. 10, then answer the following question. Otherwise, do not answer the following question.

**Question No. 11**

What is the amount of money held by JPMorgan as Independent Administrator that in equity and good conscience belongs to Jo Hopper?

Answer: \$ 58,682.00

**Question No. 12**

What is a reasonable fee for the necessary services of Jo Hopper's attorneys regarding the Robledo claims, stated in dollars and cents?

"Robledo claims" mean all the declaratory judgment claims that regarding the house and lot located at 9 Robledo Drive, Dallas, Texas and other issues addressed in the court of appeals opinion issued in December 2014.

Factors to consider in determining a reasonable fee include:

1. The time and labor required, the novelty and difficulty of the questions involved, and the skill required to perform the legal services properly.
2. The likelihood that the acceptance of the particular employment will preclude other employment by the lawyer.
3. The fee customarily charged in the locality for similar legal services.
4. The amount involved and the results obtained.
5. The time limitations imposed by the client or by the circumstances.
6. The nature and length of the professional relationship with the client.
7. The experience, reputation, and ability of the lawyer or lawyers performing the services.
8. Whether the fee is fixed or contingent on results obtained or uncertainty of collection before the legal services have been rendered.

Answer with an amount for each of the following:

1. For representation through this trial.

Answer: \$ 4,052,035.00

2. For representation in a future appeal through appeal to the court of appeals.

Answer: \$ 200,000.00

3. For representation in a future appeal at the petition for review stage in the Supreme Court of Texas.

Answer: \$ 50,000.00

4. For representation in a future appeal at the merits briefing stage in the Supreme Court of Texas.

Answer: \$ 75,000.00

5. For representation in a future appeal through oral argument and the completion of proceedings in the Supreme Court of Texas.

Answer: \$ 50,000.00



**Question No. 13**

What is a reasonable fee for the necessary services of Jo Hopper's attorneys in obtaining a ruling that Jo Hopper does not owe the Estate any money for attorneys' fees, stated in dollars and cents?

Factors to consider in determining a reasonable fee include:

1. The time and labor required, the novelty and difficulty of the questions involved, and the skill required to perform the legal services properly.
2. The likelihood that the acceptance of the particular employment will preclude other employment by the lawyer.
3. The fee customarily charged in the locality for similar legal services.
4. The amount involved and the results obtained.
5. The time limitations imposed by the client or by the circumstances.
6. The nature and length of the professional relationship with the client.
7. The experience, reputation, and ability of the lawyer or lawyers performing the services.
8. Whether the fee is fixed or contingent on results obtained or uncertainty of collection before the legal services have been rendered.

Answer with an amount for each of the following:

1. For representation through this trial.

Answer: \$ 1469,828.00

2. For representation through appeal to the court of appeals.

Answer: \$ 200,000.00

3. For representation at the petition for review stage in the Supreme Court of Texas.

Answer: \$ 30,000.00

4. For representation at the merits briefing stage in the Supreme Court of Texas.

Answer: \$ 75,000.00

5. For representation through oral argument and the completion of proceedings in the Supreme Court of Texas.

Answer: \$ 50,000.00

**Question No. 14**

Did JPMorgan fail to comply with the Fee Agreement with respect to Stephen Hopper and/or Laura Wassmer?

Answer "Yes" or "No" for each of the following:

Stephen B. Hopper: YES

Laura S. Wassmer: YES

If you answered Question Number 14 "Yes," Answer this Question. Otherwise do not answer the following question.

**Question No. 15**

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate Stephen B. Hopper and/or Laura S. Wassmer for their damages, if any, that resulted from JPMorgan's failure to comply with the Fee Agreement?

Consider the following elements of damages, if any, and none other.

1. The amount of legal fees Stephen Hopper paid to his attorneys prior to the inception of the litigation that were the natural, probable and foreseeable consequence of JPMorgan's failure to comply with the Fee Agreement.

Answer in dollars and cents, if any, for the following:

Stephen B. Hopper: \$ 84,500.00

2. The amount of legal fees Laura Wassmer paid her attorneys prior to the inception of the litigation that were the natural, probable and foreseeable consequence of JPMorgan's failure to comply with the Fee Agreement.

Answer in dollars and cents, if any, for the following:

Laura S. Wassmer: \$ 78,000.00

3. The loss of potential inheritance to Stephen B. Hopper that was a natural, probable and foreseeable consequence of JP Morgan's failure to comply with the Fee Agreement.

Answer in dollars and cents, if any, for the following:

Stephen B. Hopper: \$ 1,847,500.00

4. The loss of potential inheritance to Laura S. Wassmer that was a natural, probable and foreseeable consequence of JP Morgan's failure to comply with the Fee Agreement.

Answer in dollars and cents, if any, for the following:

Laura S. Wassmer: \$ 1,847,500.00

**There is no Question No. 16**

**There is no Question No. 17**

**There is no Question No. 18**

**There is no Question No. 19**

**Question No. 20**

After JPMorgan was appointed Independent Administrator on June 30, 2010, did JPMorgan fail to comply with one or more of the following fiduciary duties, which it owed Stephen B. Hopper and Laura S. Wassmer as beneficiaries of the Estate?

- a. JPMorgan's duty to act toward Stephen Hopper and Laura Wassmer in the utmost good faith and exercise the most scrupulous honesty;

Answer "Yes" or "No": YES

- b. JPMorgan's duty to place the interests of Stephen Hopper and Laura Wassmer above its own and to not use the advantage of its position to gain any benefit for itself at the expense of Stephen Hopper and Laura Wassmer;

Answer "Yes" or "No": YES

- c. JPMorgan's duty to fully and fairly disclose to Stephen Hopper and Laura Wassmer all material facts known to JPMorgan that might affect their rights.

Answer "Yes" or "No": YES



If you answered "Yes" to Question 20, then answer the following question. Otherwise, do not answer the following question.

**Question No. 21**

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate the Estate for damages, if any, resulting from the conduct complained about in Question 20?

Consider the following elements of damages, if any, and none other.

Any reduction in the value of the Estate.

Do not add any amount for interest on damages, if any.

Answer in dollars and cents for damages, if any.

Answer: \$ 3,695,000.00

If you answered "Yes" to any subpart of Question 20, then answer the following question. Otherwise, do not answer the following question.

**Question No. 22**

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate the Stephen Hopper and Laura Wassmer for damages, if any, that were proximately caused by the conduct inquired about in Question 20?

"Proximate cause" means a cause that was a substantial factor in bringing about an event, and without which cause such event would not have occurred. In order to be a proximate cause, the act or omission complained of must be such that a person using the degree of care required of him would have fore- seen that the event, or some similar event, might reasonably result therefrom. There may be more than one proximate cause of an event.

Consider the following elements of damages, if any, and none other.

Any reduction in the value of the Estate.

Consider each element separately. Do not add any amount for interest on damages, if any.

Answer separately in dollars and cents for damages, if any.

For Stephen Hopper, in dollars and cents:

Answer: \$ 1,847,500.00

For Laura Wassmer, in dollars and cents:

Answer: \$ 1,847,500.00

If you answered with an amount greater than \$0 to any subpart of Question 21 or 22, then answer the following question. Otherwise do not answer the following question.

**Question No. 23**

Did the negligence, if any, or knowing participation in JPMorgan's breach of fiduciary duty, if any, of those named below proximately cause Stephen Hopper's, Laura Wassmer's, or the Estate's damages?

"Negligence" when used with respect to Jo Hopper, Stephen Hopper, and Laura Wassmer means failure to use ordinary care, that is, failing to do that which a person of ordinary prudence would have done under the same or similar circumstances or doing that which a person of ordinary prudence would not have done under the same or similar circumstances.

"Negligence" when used with respect to the conduct of Gary Stolbach and Glast, Phillips & Murray, means failure to use ordinary care, that is, failing to do that which an attorney would have done under the same or similar circumstances or doing that which an attorney would not have done under the same or similar circumstances.

"Ordinary care" means that degree of care that would be used by a person of ordinary prudence under the same or similar circumstances.

"Proximate cause" means a cause that was a substantial factor in bringing about an event, and without which cause such event would not have occurred. In order to be a proximate cause, the act or omission complained of must be such that a person using the degree of care required of him or her would have foreseen that the event, or some similar event might reasonably result therefrom. There may be more than one proximate cause of an event.

"Knowing participation in JPMorgan's breach of fiduciary duty" requires that (1) the person or entity knowingly participated in JPMorgan's breach of fiduciary duty, and (2) that person or entity knew of the fiduciary relationship and was aware of his participation in JPMorgan's breach of its duty.

a. Answer "Yes" or "No" with regard to the negligence, if any, of the following:

- Jo Hopper NO
- Stephen Hopper NO
- Laura Wassmer NO
- Gary Stolbach and Glast, Phillips & Murray YES

b. Answer "Yes" or "No" with regard to knowing participation in JPMorgan's breach of fiduciary duty, if any, of each of the following:

- Jo Hopper NO
- Gary Stolbach and Glast, Phillips & Murray NO

If you answered "Yes" to Question 23 for more than one of those named below, then answer the following question. Otherwise do not answer the following question.

Assign percentages of responsibility only to those you found caused or contributed to cause the injury you found in question 21. The percentages you find must total 100 percent. The percentages must be expressed in whole numbers. The percentage of responsibility attributable to any one is not necessarily measured by the number of acts or omissions found. The percentage attributable to any one need not be the same percentage attributed to that one in answering another question.

**Question No. 24**

For each person or entity you found caused or contributed to cause the injury, find the percentage of responsibility attributable to each for the conduct you have found:

JPMorgan	90
Jo Hopper (negligence)	0
Jo Hopper (knowing participation)	0
Stephen Hopper	0
Laura Wassmer (negligence)	0
Gary Stolbach and Glast, Phillips & Murray (negligence)	10
Gary Stolbach and Glast, Phillips & Murray (knowing participation)	0
Total	<u>100%</u>

Answer the following question only if you unanimously answered "Yes" to any subpart of Question No. 20. Otherwise, do not answer the following question.

To answer "yes" to the following question, your answer must be unanimous. You may answer "No" to the following question only upon a vote of five or more jurors. Otherwise, you must not answer the following question.

**Question No. 25**

Do you find by clear and convincing evidence that the harm to the Estate from JPMorgan's breach of fiduciary duty resulted from malice?

"Clear and convincing evidence" means the measure or degree of proof that produces a firm belief or conviction of the truth of the allegation sought to be established.

"Malice" means a specific intent by JPMorgan to cause substantial injury or harm to the Estate.

Answer "Yes" or "No":

YES

Answer the following question only if you unanimously answered "Yes" to Question Number 25. Otherwise, do not answer the following question.

You must unanimously agree on the amount of any award of exemplary damages.

**Question No. 26**

What sum of money, if any, if paid now in cash, should be assessed against JPMorgan and awarded to Estate as exemplary damages, if any, for the conduct found in response to Question No. 25?

"Exemplary damages" means an amount that you may in your discretion award as a penalty or by way of punishment.

Factors to consider in awarding exemplary damages, if any, are—

1. The nature of the wrong;
2. The character of the conduct involved;
3. The degree of culpability of JPMorgan;
4. The situation and sensibilities of the parties concerned;
5. The extent to which such conduct offends a public sense of justice and propriety; and
6. The net worth of JPMorgan.

Answer in dollars and cents, if any.

Answer: \$ 2,000,000,000.00

**Question No. 27**

Did JPMorgan commit fraud against Stephen B. Hopper and/or Laura S. Wassmer?

Fraud occurs when—

1. A party makes a material misrepresentation; and
2. The misrepresentation is made with knowledge of its falsity or made recklessly without any knowledge of the truth and as a positive assertion, and
3. The misrepresentation is made with the intention that it should be acted on by the other party, and
4. The other party relies on the misrepresentation and thereby suffers injury.

Fraud also occurs when—

1. A party fails to disclose a material fact within the knowledge of that party; and
2. The party knows that the other party is ignorant of the fact and does not have an equal opportunity to discover the truth; and
3. The party intends to induce the other party to take some action by failing to disclose the fact; and
4. The other party suffers injury as a result of acting without knowledge of the undisclosed fact.

“Misrepresentation” means—

1. A statement of opinion based on a false statement of fact; or
2. A statement of opinion that the maker knows to be false; or
3. An expression of opinion that is false, made by one who has, or purports to have, special knowledge of the subject matter of the opinion.

Answer “Yes” or “No” with for each of the following:

Stephen B. Hopper:

YES

Laura S. Wassmer:

YES

Answer the following question only if you answered "Yes" to Question Number 27  
Otherwise, do not answer the following question.

**Question No. 28**

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate Stephen Hopper and Laura Wassmer for their damages, if any, that were proximately caused by such fraud?

"Proximate cause" means a cause that was a substantial factor in bringing about an event, and without which cause such event would not have occurred. In order to be a proximate cause, the act or omission complained of must be such that a person using the degree of care required of him would have foreseen that the event, or some similar event, might reasonably result therefrom. There may be more than one proximate cause of an event.

Consider the following elements of damages, if any, and none other.

1. The amount of legal fees Stephen Hopper paid to his attorneys prior to the inception of the litigation that were the natural, probable and foreseeable consequence of JPMorgan's fraud.

Answer in dollars and cents, if any, for the following:

Stephen B. Hopper: \$ 84,500.00

2. The amount of legal fees Laura Wassmer paid her attorneys prior to the inception of the litigation that were the natural, probable and foreseeable consequence of JPMorgan's fraud.

Answer in dollars and cents, if any, for the following:

Laura S. Wassmer: \$ 78,000.00

3. The loss of potential inheritance to Stephen B. Hopper that was a natural, probable and foreseeable consequence of JP Morgan's fraud.

Answer in dollars and cents, if any, for the following:

Stephen B. Hopper: \$ 1,847,500.00

4. The loss of potential inheritance to Laura S. Wassmer that was a natural, probable and foreseeable consequence of JP Morgan's fraud.

Answer in dollars and cents, if any, for the following:

Laura S. Wassmer: \$ 1,847,500.00



If you answered "Yes" to Question 28, then answer the following question. Otherwise do not answer the following question.

**Question No. 29**

Did the negligence, if any, or knowing participation in JPMorgan's breach of fiduciary duty, if any, of those named below proximately cause Stephen Hopper's, Laura Wassmer's, or the Estate's damages?

"Negligence" when used with respect to Jo Hopper, Stephen Hopper, and Laura Wassmer means failure to use ordinary care, that is, failing to do that which a person of ordinary prudence would have done under the same or similar circumstances or doing that which a person of ordinary prudence would not have done under the same or similar circumstances.

"Negligence" when used with respect to the conduct of Gary Stolbach and Glast, Phillips & Murray, means failure to use ordinary care, that is, failing to do that which an attorney would have done under the same or similar circumstances or doing that which an attorney would not have done under the same or similar circumstances.

"Ordinary care" means that degree of care that would be used by a person of ordinary prudence under the same or similar circumstances.

"Proximate cause" means a cause that was a substantial factor in bringing about an event, and without which cause such event would not have occurred. In order to be a proximate cause, the act or omission complained of must be such that a person using the degree of care required of him or her would have foreseen that the event, or some similar event might reasonably result therefrom. There may be more than one proximate cause of an event.

"Knowing participation in JPMorgan's breach of fiduciary duty" requires that (1) the person or entity knowingly participated in JPMorgan's breach of fiduciary duty, and (2) that person or entity knew of the fiduciary relationship and was aware of his participation in JPMorgan's breach of its duty.

a. Answer "Yes" or "No" with regard to the negligence, if any, of the following:

Jo Hopper

NO

Stephen Hopper

NO

Laura Wassmer

NO

Gary Stolbach and Glast, Phillips & Murray

YES

b. Answer "Yes" or "No" with regard to knowing participation in JPMorgan's breach of fiduciary duty, if any, of each of the following:

Jo Hopper

NO

Gary Stolbach and Glast, Phillips & Murray

NO

If you answered "Yes" to Question 29 for more than one of those named below, then answer the following question. Otherwise do not answer the following question.

Assign percentages of responsibility only to those you found caused or contributed to cause the injury you found in question 28. The percentages you find must total 100 percent. The percentages must be expressed in whole numbers. The percentage of responsibility attributable to any one is not necessarily measured by the number of acts or omissions found. The percentage attributable to any one need not be the same percentage attributed to that one in answering another question.

**Question No. 30**

For each person or entity you found caused or contributed to cause the injury, find the percentage of responsibility attributable to each for the conduct you have found:

JPMorgan	<u>90</u>
Jo Hopper (negligence)	<u>8</u>
Jo Hopper (knowing participation)	<u>0</u>
Stephen Hopper	<u>0</u>
Laura Wassmer (negligence)	<u>0</u>
Gary Stolbach and Glast, Phillips & Murray (negligence)	<u>10</u>
Gary Stolbach and Glast, Phillips & Murray (knowing participation)	<u>0</u>
Total	<u>100%</u>

Answer the following question only if you unanimously answered "Yes" to any part of Question No. 27. Otherwise, do not answer the following question.

To answer "yes" to the following question, your answer must be unanimous. You may answer "No" to the following question only upon a vote of five or more jurors. Otherwise, you must not answer the following question.

### Question No. 31

Do you find by clear and convincing evidence that the harm to Stephen B Hopper and/or Laura S. Wassmer resulted from fraud as found in Question 27?

"Clear and convincing evidence" means the measure or degree of proof that produces a firm belief or conviction of the truth of the allegations sought to be established.

Fraud occurs when—

1. A party makes a material misrepresentation; and
2. The misrepresentation is made with knowledge of its falsity or made recklessly without any knowledge of the truth and as a positive assertion, and
3. The misrepresentation is made with the intention that it should be acted on by the other party, and
4. The other party relies on the misrepresentation and thereby suffers injury.

Fraud also occurs when—

1. A party fails to disclose a material fact within the knowledge of that party; and
2. The party knows that the other party is ignorant of the fact and does not have an equal opportunity to discover the truth; and
3. The party intends to induce the other party to take some action by failing to disclose the fact; and
4. The other party suffers injury as a result of acting without knowledge of the undisclosed fact.

"Misrepresentation" means—

1. A statement of opinion based on a false statement of fact; or

2. A statement of opinion that the maker knows to be false; or
3. An expression of opinion that is false, made by one who has, or purports to have, special knowledge of the subject matter of the opinion.

Answer "Yes" or "No" as to each of the following:

Laura S. Wassmer YES

Stephen B. Hopper YES

Answer the following question regarding JPMorgan only if you unanimously answered "Yes" to Question 31 regarding that defendant. Otherwise, do not answer the following question regarding that defendant

**Question No. 32**

What sum of money, if any, if paid now in cash, should be assessed against JPMorgan and awarded to Stephen B. Hopper and Laura S. Wassmer as exemplary damages, if any, for the conduct found in response to Question 31.

"Exemplary damages" means an amount that you may in your discretion award as a penalty or by way of punishment.

Factors to consider in awarding exemplary damages, if any, are—

- a. The nature of the wrong.
- b. The character of the conduct involved.
- c. The degree of culpability of JPMorgan
- d. The situation and sensibilities of the parties concerned
- e. The extent to which such conduct offends a public sense of justice and propriety
- f. The net worth of JPMorgan

Answer in dollars and cents, if any, as to each of the following:

Laura S. Wassmer \$ 1,000,000,000.00

Stephen B. Hopper \$ 1,000,000,000.00

**Question No. 33**

Did the negligence, if any, of JPMorgan proximately cause injury to Stephen B. Hopper and/or Laura S. Wassmer?

"Negligence" means failure to use ordinary care, that is, failing to do that which a person of ordinary prudence would have done under the same or similar circumstances or doing that which a person of ordinary prudence would not have done under the same or similar circumstances.

"Ordinary care" means that degree of care that would be used by a person of ordinary prudence under the same or similar circumstances.

"Proximate cause" means a cause that was a substantial factor in bringing about an event, and without which cause such event would not have occurred. In order to be a proximate cause, the act or omission complained of must be such that a person using the degree of care required of him would have foreseen that the event, or some similar event, might reasonably result therefrom. There may be more than one proximate cause of an event.

Answer "Yes" or "No" for each of the following:

Laura S. Wassmer

YES

Stephen B. Hopper

YES

Answer the following question only if you answered "Yes" to Question Number 33. Otherwise, do not answer the following question.

**Question No. 34**

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate Stephen Hopper and Laura Wassmer for their damages, if any, that were proximately caused by negligence?

"Proximate cause" means a cause that was a substantial factor in bringing about an event, and without which cause such event would not have occurred. In order to be a proximate cause, the act or omission complained of must be such that a person using the degree of care required of him would have foreseen that the event, or some similar event, might reasonably result therefrom. There may be more than one proximate cause of an event.

Consider the following elements of damages, if any, and none other. Answer in dollars and cents, if any, for the following:

1. The amount of legal fees Stephen Hopper paid to his attorneys prior to the inception of the litigation that were the natural, probable and foreseeable consequence of JPMorgan's negligence.

Stephen B. Hopper: \$ 84,500.00

2. The amount of legal fees Laura Wassmer paid her attorneys prior to the inception of the litigation that were the natural, probable and foreseeable consequence of JPMorgan's negligence.

Laura S. Wassmer: \$ 78,000.00

3. The loss of potential inheritance to Stephen B. Hopper that was a natural, probable and foreseeable consequence of JP Morgan's negligence.

Stephen B. Hopper: \$ 1,847,500.00

4. The loss of potential inheritance to Laura S. Wassmer that was a natural, probable and foreseeable consequence of JP Morgan's negligence.

Laura S. Wassmer: \$ 1,847,500.00

If you answered "Yes" to Question 34, then answer the following question. Otherwise do not answer the following question.

**Question No. 35**

Did the negligence, if any, or knowing participation in JPMorgan's breach of fiduciary duty, if any, of those named below proximately cause Stephen Hopper's or Laura Wassmer's damages?

"Negligence" when used with respect to Jo Hopper, Stephen Hopper, and Laura Wassmer means failure to use ordinary care, that is, failing to do that which a person of ordinary prudence would have done under the same or similar circumstances or doing that which a person of ordinary prudence would not have done under the same or similar circumstances.

"Negligence" when used with respect to the conduct of Gary Stolbach and Glast, Phillips & Murray, means failure to use ordinary care, that is, failing to do that which an attorney would have done under the same or similar circumstances or doing that which an attorney would not have done under the same or similar circumstances.

"Ordinary care" means that degree of care that would be used by a person of ordinary prudence under the same or similar circumstances.

"Proximate cause" means a cause that was a substantial factor in bringing about an event, and without which cause such event would not have occurred. In order to be a proximate cause, the act or omission complained of must be such that a person using the degree of care required of him or her would have foreseen that the event, or some similar event might reasonably result therefrom. There may be more than one proximate cause of an event.

"Knowing participation in JPMorgan's breach of fiduciary duty" requires that (1) the person or entity knowingly participated in JPMorgan's breach of fiduciary duty, and (2) that person or entity knew of the fiduciary relationship and was aware of his participation in JPMorgan's breach of its duty.

a. Answer "Yes" or "No" with regard to the negligence, if any, of the following:

Jo Hopper

NO

Stephen Hopper

NO

Laura Wassmer

NO

Gary Stolbach and Glast, Phillips & Murray

YES

b. Answer "Yes" or "No" with regard to knowing participation in JPMorgan's breach of fiduciary duty, if any, of each of the following:

Jo Hopper

NO

Gary Stolbach and Glast, Phillips & Murray

NO



If you answered "Yes" to Question 35 for more than one of those named below, then answer the following question. Otherwise do not answer the following question.

Assign percentages of responsibility only to those you found caused or contributed to cause the injury you found in question 34. The percentages you find must total 100 percent. The percentages must be expressed in whole numbers. The percentage of responsibility attributable to any one is not necessarily measured by the number of acts or omissions found. The percentage attributable to any one need not be the same percentage attributed to that one in answering another question.

**Question No. 36**

For each person or entity you found caused or contributed to cause the injury, find the percentage of responsibility attributable to each for the conduct you have found:

JPMorgan	<u>90</u>
Jo Hopper (negligence)	<u>0</u>
Jo Hopper (knowing participation)	<u>0</u>
Stephen Hopper	<u>0</u>
Laura Wassmer (negligence)	<u>0</u>
Gary Stolbach and Glast, Phillips & Murray (negligence)	<u>10</u>
Gary Stolbach and Glast, Phillips & Murray (knowing participation)	<u>0</u>
Total	<u>100%</u>

Answer the following question only if you unanimously answered "Yes" to Question 33. Otherwise, do not answer the following question.

To answer "Yes" to any part of the following question, your answer must be unanimous. You may answer "No" to any part of the following question only upon a vote of 5 more jurors. Otherwise, you must not answer that part of the following question.

**Question No. 37**

Do you find by clear and convincing evidence that the harm to Stephen B. Hopper, Laura S. Wassmer, or the Estate resulted from gross negligence attributable to JPMorgan?

"Clear and convincing evidence" means the measure or degree of proof that produces a firm belief or conviction of the truth of the allegations sought to be established.

"Gross negligence" means an act or omission by JPMorgan

1. which when viewed objectively from the standpoint JPMorgan at the time of its occurrence involves an extreme degree of risk, considering the probability and magnitude of the potential harm to others; and

2. of which JPMorgan has actual, subjective awareness of the risk involved, but nevertheless proceeds with conscious indifference to the rights, safety, or welfare of others.

You are further instructed that JPMorgan may be grossly negligent because of an act by Susan Novak if, but only if--

1. JPMorgan authorized the doing and the manner of the act, or
2. Susan Novak was unfit and JPMorgan was reckless in employing her, or
3. Susan Novak was employed in a managerial capacity and was acting in the scope of employment, or
4. JPMorgan or a manager of JPMorgan ratified or approved the act.

A person is a manager or is employed in a managerial capacity if--

1. that person has authority to employ, direct, and discharge an employee of JPMorgan; or

2. JPMorgan has confided to that person the management of the whole or a department or division of the business of JPMorgan

Answer "Yes" or "No" as to each of the following:

Laura S. Wassmer YES

Stephen B. Hopper YES

Answer the following question only if you unanimously answered "Yes" to Question 37. Otherwise, do not answer the following question.

**Question No. 38**

You must unanimously agree on the amount of any award of exemplary damages.

What sum of money, if any, if paid now in cash, should be assessed against JPMorgan and awarded to Stephen B. Hopper, Laura Wassmer or the Estate as exemplary damages, if any, for the conduct unanimously found in response to Question 37?

"Exemplary damages" means an amount that you may in your discretion award as a penalty or by way of punishment.

Factors to consider in awarding exemplary damages, if any, are--

1. The nature of the wrong.
2. The character of the conduct involved.
3. The degree of culpability of JPMorgan.
4. The situation and sensibilities of the parties concerned.
5. The extent to which such conduct offends a public sense of justice and propriety.
6. The net worth of JPMorgan.

Answer in dollars and cents, if any, for each of the following:

Laura S. Wassmer \$1,000,000,000.00

Stephen B. Hopper \$1,000,000,000.00

**Question No. 39**

Did JPMorgan commit conversion against the Estate?

Conversion occurs when:

1. a party owned or had possession of the property or entitlement to possession, and
2. another party unlawfully and without authorization assumed and exercised control over the property to the exclusion or, or inconsistent with, the plaintiff's rights as an owner, and
3. the first party demanded return of the property, and
4. the other party refused to return the property.

Answer "Yes" or "No."

Answer: YES

If you answered "Yes" to Question 39, then answer the following question. Otherwise, do not answer the following question.

**Question No. 40**

What sum of money, if any, if paid now in cash, would fairly compensate the Estate for the value of the property JPMorgan converted, if any, valued at the time of such conversion?

Answer in dollars and cents for damages, if any:

Answer: \$ 3,695,000.00

**Question No. 41**

Does JPMorgan as Independent Administrator hold money that in equity and good conscience belongs to the Estate?

Answer "Yes" or "No": YES

If you answered "Yes" to Question No. 41, then answer the following question. Otherwise, do not answer the following question.

**Question No. 42**

What is the amount of money held by JPMorgan as Independent Administrator that in equity and good conscience belongs to the Estate?

Answer: \$ 3,695,000.00



**Question No. 43**

Did JPMorgan as Independent Administrator act in good faith, whether successful or not, in defending the action for its removal?

From September 21, 2011 through December 7, 2015, JPMorgan as Independent Administrator defended Jo Hopper's Removal Action.

"Removal Action" means Mrs. Hopper's claims for removal of JPMorgan as Independent Administrator.

"Good faith" means an action that is prompted by honesty of intention and a reasonable belief that the action was probably correct.

Answer "Yes" or "No."

Answer: NO

**Question No. 44**

What is a reasonable fee for the necessary services of the attorneys for JPMorgan as Independent Administrator in connection with its defense of the Removal Action, stated in dollars and cents?

Factors to consider in determining a reasonable fee include—

1. The time and labor required, the novelty and difficulty of the questions involved, and the skill required to perform the legal services properly.
2. The likelihood that the acceptance of the particular employment will preclude other employment by the lawyer.
3. The fee customarily charged in the locality for similar legal services.
4. The amount involved and the results obtained.
5. The time limitations imposed by the client or by the circumstances.
6. The nature and length of the professional relationship with the client.
7. The experience, reputation, and ability of the lawyer or lawyers performing the services.
8. Whether the fee is fixed or contingent on results obtained or uncertainty of collection before the legal services have been rendered.

Attorneys' Fees Incurred in Defense of the Removal Action:

\$1,185,775.00

**Question No. 45**

What is the amount of JPMorgan as Independent Administrator's reasonable attorneys' fees necessarily incurred in connection with the proceedings and management of the estate?

Factors to consider in determining a reasonable fee include—

1. The time and labor required, the novelty and difficulty of the questions involved, and the skill required to perform the legal services properly.
2. The likelihood that the acceptance of the particular employment will preclude other employment by the lawyer.
3. The fee customarily charged in the locality for similar legal services.
4. The amount involved and the results obtained.
5. The time limitations imposed by the client or by the circumstances.
6. The nature and length of the professional relationship with the client.
7. The experience, reputation, and ability of the lawyer or lawyers performing the services.
8. Whether the fee is fixed or contingent on results obtained or uncertainty of collection before the legal services have been rendered.

Answer with an amount for representation after December 7, 2015:

1. For representation through trial and the completion of proceedings in the trial court.

Answer: \$ 685,632.00

2. For representation through appeal to the court of appeals.

Answer: \$ 100,000.00

3. For representation at the petition for review stage in the Supreme Court of Texas.

Answer: \$ 75,000.00

4. For representation at the merits briefing stage in the Supreme Court of Texas.

Answer: \$ 50,000.00

5. For representation through oral argument and the completion of proceedings in the Supreme Court of Texas.

Answer: \$ 50,000.00

**Presiding Juror:**

1. When you go into the jury room to answer the questions, the first thing you will need to do is choose a presiding juror.

2. The presiding juror has these duties:

- a. have the complete charge read aloud if it will be helpful to your deliberations;
- b. preside over your deliberations, meaning manage the discussions, and see that you follow these instructions;
- c. give written questions or comments to the bailiff who will give them to the judge;
- d. write down the answers you agree on;
- e. get the signatures for the verdict certificate; and
- f. notify the bailiff that you have reached a verdict.

Do you understand the duties of the presiding juror? If you do not, please tell me now.

**Instructions for Signing the Verdict Certificate:**

1. Unless otherwise instructed, you may answer the questions on a vote of five jurors. The same five jurors must agree on every answer in the charge. This means you may not have one group of five jurors agree on one answer and a different group of five jurors agree on another answer.

2. If five jurors agree on every answer, those five jurors sign the verdict.

If all six of you agree on every answer, you are unanimous and only the presiding juror signs the verdict.

3. All jurors should deliberate on every question. You may end up with all six of you agreeing on some answers, while only five of you agree on other answers. But when you sign the verdict, only those five who agree on every answer will sign the verdict.

4. There are some special instructions before Questions 3, 4, 25, 26, 31, 32, 37, and 38 explaining how to answer those questions. Please follow the instructions. If all six of you answer those questions, you will need to complete a second verdict certificate for those questions.

Do you understand these instructions? If you do not, please tell me now.

  
JUDGE PRESIDING

9/25/17

### Verdict Certificate

Check one:

Our verdict is unanimous. All six of us have agreed to each and every answer. The presiding juror has signed the certificate for all six of us.

\_\_\_\_\_  
Signature of Presiding Juror

\_\_\_\_\_  
Printed Name of Presiding Juror

Our verdict is not unanimous. Five of us have agreed to each and every answer and have signed the certificate below.

Signature

Name Printed

1. Randy Gault

RANDY GAULT

2. Irelesie Alvarez

Irelesie Alvarez

3. Bobby Miller

Bobby Miller

4. Stacey Worack

Stacey Worack

5. Giovanna Rodriguez

Giovanna Rodriguez

If you have answered Question No. 4, 26, 32, and 38, then you must sign this certificate also.

### Additional Certificate

I certify that the jury was unanimous in answering the following questions. All six of us agreed to each of the answers. The presiding juror has signed the certificate for all six of us.

Questions 3, 25, 31, and 37 and 4, 26, 32, and 38.

Chaguila Sanders  
Signature of Presiding Juror

Chaguila Sanders  
Printed Name of Presiding Juror