

II. Motion to Quash

JPMorgan objects to the date stated in the notice of deposition on the grounds that JPMorgan's objections to the deposition topics and motion for protective order (discussed below) should be resolved first, and moves to quash the deposition on that basis. These are the same objections and motion for protective order that JPMorgan filed on January 27, 2016, in response to Mrs. Hopper's first notice. Because JPMorgan files this objection to the time set for the deposition pursuant to Rule 199.4 within three days of receiving Mrs. Hopper's amended notice, this motion to quash "stays the oral deposition until the motion can be determined." TEX. R. CIV. P. 199.4. In the event the Court is unable to rule on its objections and motion for protective order before April 5, 2016—the date set in the deposition notice—JPMorgan is willing to present its corporate representative for deposition on the topics that it has not objected to below. *See* Dallas County Local Rule 2.12(b)-(c).

III. Objections

JPMorgan states the following objections to Mrs. Hopper's corporate representative deposition topics Nos. 1, 9, 11, 12, 14, 15, 16, 19, and 20:

Topic No. 1: The dates and nature of any relationship between JPMorgan Chase ("Bank") and either JH, SH or LW.

JPMorgan objects to this topic as overly broad, unduly burdensome, and seeking information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. JPMorgan agrees that this topic is permissible if it is limited to such relationships in the context of the administration or Mrs. Hopper's banking relationship with JPMorgan during 2010 when the administration began.

Topic No. 9: The identity of all individuals employed at the Bank who interacted with JH orally or in writing and what their role was with the Bank and why they were interacting with JH.

JPMorgan objects to this topic as overly broad, unduly burdensome, and seeking information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. JPMorgan agrees that this topic is permissible if it is limited to the JPMorgan employees that were materially involved in the administration, and to oral communications that Mrs. Hopper has identified in her petition or in responses to discovery. However, JPMorgan's corporate representative cannot reasonably be required to testify regarding the identity of *any* employee who may have *ever* communicated with Mrs. Hopper *orally* or in writing in *any* instance, let alone "why they were interacting" with Jo Hopper.

Topic No. 11: For every time in the last ten (10) years that the Bank has performed services involving an intestate estate:

a. Who at the Bank was involved in that administration?

b. Whether the form of agreement was different than the Bank Agreement?

c. What fees were charged?

d. Was the Bank sued relating to that matter, and if so, when and by whom?

e. What services the Bank performed?

f. The size of the estate?

g. Did any of the beneficiaries to the estate or the surviving spouse also invest any assets they owned with the Bank or maintain an account with the Bank holding those assets, and, if so, how many times?

h. What Bank employees were assigned and what their role was?

JPMorgan objects to this topic as overly broad, unduly burdensome, and seeking information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. JPMorgan also objects to this topic because it requests confidential customer information. JPMorgan agrees that Mrs. Hopper may ask general questions regarding the experience of the JPMorgan employee who handled the administration at issue in this case, but JPMorgan's corporate representative cannot reasonably be required to testify to the level of detail set forth in this topic regarding *any* administrations of other intestate estates and the

employees involved in those other administrations. *See In re Allstate Cnty. Mut. Ins. Co.*, 227 SW 3d 667, 668-670 (2007) (“Discovery is a tool to make the trial process more focused, not a weapon to make it more expensive. Thus trial courts must make an effort to impose reasonable discovery limits. . . . Overbroad requests for irrelevant information are improper whether they are burdensome or not, so the defendants were not required to detail what they might encompass. . . . ‘Reasonable’ discovery necessarily requires some sense of proportion.”).

Topic No. 12: Organization by title and name of persons at the Bank having anything to do with responsibilities of persons having any responsibility or involvement with the Bank's performance under the Agreement.

JPMorgan objects to this topic as overly broad, unduly burdensome, vague, and seeking information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. JPMorgan agrees that this topic is permissible if it is limited to the title and organizational structure for those employees materially involved with the administration, but its corporate representative cannot reasonably be required to testify regarding the title and organizational structure for “persons at the bank having anything to do with the responsibilities of persons having anything to do with” the administration.

Topic Nos. 14, 15, 16: (14) Total amount of dollars in attorneys' fees and total amount of expenses incurred relating to the Robledo House issue and the basis for the calculation.

(15) Total amount of dollars in attorneys' fees and total amount of expenses incurred by the Bank relating to the defense of the removal action filed against the Bank and the basis for the calculation.

(16) Total amount of attorneys' fees and total amount of expenses, incurred by the Bank relating to the Bank's performance of its responsibilities and obligations under the Agreement and the basis for the calculation.

JPMorgan objects to these topics as seeking information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. JPMorgan agrees that its corporate representative may testify regarding the attorneys’ fees and expenses incurred by

JPMorgan in its capacity as Independent Administrator, but denies that its corporate representative should be required to testify regarding the fees or expenses that JPMorgan has incurred in its corporate capacity.

Topic No. 19: All oral or written communications between any employee of the Bank, including but not limited to Susan Novak, on the one hand, and JH, SH and/or LW and/or any of their attorneys, on the other hand.

JPMorgan objects to this topic as overly broad, unduly burdensome, and seeking information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. JPMorgan agrees that this topic is permissible if it is limited to the JPMorgan employees that were materially involved in the administration, and to oral communications that Mrs. Hopper has identified in her petition or in responses to discovery. However, JPMorgan's corporate representative cannot reasonably be required to testify regarding *any oral* or written communication between *any employee* of JPMORGAN and the Heirs or Mrs. Hopper or their attorneys.

Topic No. 20: The experience and training of Susan Novak and all other persons who worked on the Hopper Estate, including, in particular, experience in administering intestate estates involving community property interests at time of death.

JPMorgan objects to this topic as overly broad, unduly burdensome, and seeking information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. JPMorgan agrees that this topic is permissible if it is limited to the experience of Susan Novak, but JPMorgan's corporate representative cannot reasonably be required to testify regarding the experience and training of "all other persons who worked on the Hopper estate."

IV. Motion for Protective Order

Rule 192.6 states that:

To protect the movant from undue burden, unnecessary expense, harassment, annoyance, or invasion of personal, constitutional, or

property rights, the court may make any order in the interest of justice and may - among other things - order that:

- (1) the requested discovery not be sought in whole or in part;
- (2) the extent or subject matter of discovery be limited; . . .

TEX. R. CIV. P. 192.6(b). For the above stated reasons, JPMorgan moves for a protective order under Rule 192.6 and requests that the Court enter an order limiting the scope of topic numbers 1, 9, 11, 12, 14, 15, 16, 19, and 20 listed in Mrs. Hopper's Amended Cross Notice of Intent to Take Oral Deposition of Corporate Representative of JPMorgan Chase Bank, N.A. (**Exhibit A**).

WHEREFORE, Defendant JPMorgan Chase Bank, N.A. respectfully requests that the Court (1) enter an order quashing the deposition of JPMorgan's corporate representative until its objections and motion for protective order can be heard and ruled on, (2) sustain its objections to topic numbers 1, 9, 11, 12, 14, 15, 16, 19, and 20 listed in Mrs. Hopper's Amended Cross Notice of Intent to Take Oral Deposition of Corporate Representative of JPMorgan Chase Bank, N.A., and (3) enter a protective order pursuant to Rule 192.6(b) limiting the scope of those topics.

Respectfully submitted,

HUNTON & WILLIAMS LLP

By: /s/ John C. Eichman

John C. Eichman
State Bar No. 06494800
Thomas H. Cantrill
State Bar No. 03765950
Grayson L. Linyard
State Bar No. 24070150

1445 Ross Avenue, Suite 3700
Dallas, Texas 75202-2700
Telephone: (214) 468-3300
Telecopy: (214) 468-3599

**ATTORNEYS FOR JPMORGAN CHASE
BANK, N.A. IN ITS CAPACITY AS
INDEPENDENT ADMINISTRATOR OF THE
ESTATE OF MAX D. HOPPER, DECEASED
AND IN ITS CORPORATE CAPACITY**

CERTIFICATE OF CONFERENCE

Counsel for movant and counsel for respondent have personally conducted a conference at which there was a substantive discussion of every item presented to the Court in this motion and despite best efforts the counsel have not been able to resolve those matters presented. Certified to the Day of February 23, 2016.

/s/ John C. Eichman
John C. Eichman

Exhibit A

Bank is to designate a person or persons to testify as to each of the matters described in Exhibit “A,” which is attached to this Notice. Bank may designate the matters on which each person will testify. All designated persons must appear at the time and place in this Notice. Pursuant to Texas Rule of Civil Procedure 199.2(b)(5), the designated person is also directed to produce all documents reviewed to prepare to testify at this deposition.

Dated February 18, 2016.

Respectfully submitted;

LOEWINSOHN FLEGLE DEARY, LLP

By: /s/ Alan S. Loewinsohn

Alan S. Loewinsohn
State Bar No. 12481600
Jim L. Flegle
State Bar No. 07118600
Kerry Schonwald
State Bar No. 24051301
12377 Merit Drive, Suite 900
Dallas, Texas 75251
(214)572-1700
FAX: (214)572-1717

COUNSEL FOR PLAINTIFF

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing document was served upon the following counsel of record this 18th day of February, 2016 via e-service.

John C. Eichman
HUNTON & WILLIAMS LLP
1445 Ross Avenue, Suite 3700
Dallas, Texas 75202

Christopher M. McNeill
BLOCK & GARDEN, LLP
Sterling Plaza
5949 Sherry Lane, Suite 900
Dallas, Texas 75225

Anthony L. Vitullo
Fee, Smith, Sharp & Vitullo, LLP
13155 Noel Road, Suite 1000
Dallas, Texas 75240

James B. Bell
James S. Bell, PC
5942 Colhurst
Dallas, Texas 75230

/s/ Alan S. Loewinsohn

ALAN S. LOEWINSOHN

EXHIBIT "A"

DEFINITIONS

- A. "Robledo Issue" is defined as the issue related to the homestead of Jo Hopper located on Robledo Street that involved the dispute between among others Jo Hopper ("JH") and Stephen Hopper ("SH") and Laura Wassmer ("LW") in regards to the allocation of the Robledo homestead to Jo Hopper and any partition of the homestead.
- B. "Hopper Estate" shall mean the Estate of Max D. Hopper.

TOPICS FOR CORPORATE REPRESENTATIVE(S)

- 1. The dates and nature of any relationship between JPMorgan Chase ("Bank") and either JH, SH or LW.
- 2. The negotiations over and execution of the agreement ("Agreement") between Bank, JH, SH and LW, a true and correct copy of which is attached as Exhibit A.
- 3. The responsibilities and duties of the Bank under the Agreement.
- 4. The identity of all persons who performed services on behalf of the Bank under the Agreement and the nature and extent of the services they provided.
- 5. Steps taken by the Bank and by whom and when to determine that fiduciary duties were being met as it related to the Hopper Estate.
- 6. Compliance by the Bank with all written policies applicable to the Agreement and/or the Hopper Estate.
- 7. The manner and extent of search for documents responsive to any document request served in this Lawsuit on the Bank including who conducted the searches and when and the results of that search.
- 8. The substance of all Bank forms and reports filled out by hand or electronically related to the Hopper Estate and the identity of the person filling out the form.
- 9. The identity of all individuals employed at the Bank who interacted with JH orally or in writing and what their role was with the Bank and why they were interacting with JH.
- 10. How and who at the Bank decides on what fees to charge to administer an estate and/or administer and divide property between an estate and a widow of a deceased person who has a community property interest in some or all of the property in the estate.
- 11. For every time in the last ten (10) years that the Bank has performed services involving an intestate estate:

- a. Who at the Bank was involved in that administration?
 - b. Whether the form of agreement was different than the Bank Agreement?
 - c. What fees were charged?
 - d. Was the Bank sued relating to that matter, and if so, when and by whom?
 - e. What services the Bank performed?
 - f. The size of the estate?
 - g. Did any of the beneficiaries to the estate or the surviving spouse also invest any assets they owned with the Bank or maintain an account with the Bank holding those assets, and, if so, how many times?
 - h. What Bank employees were assigned and what their role was?
12. Organization by title and name of persons at the Bank having anything to do with responsibilities of persons having any responsibility or involvement with the Bank's performance under the Agreement.
 13. Whether any person received any incentive compensation or other compensation, including bonuses, apart from yearly salary, relating directly or indirectly to the Hopper Estate, and if so, who and how much and who decided on the amount and how was it decided to pay that compensation.
 14. Total amount of dollars in attorneys' fees and total amount of expenses incurred relating to the Robledo House issue and the basis for the calculation.
 15. Total amount of dollars in attorneys' fees and total amount of expenses incurred by the Bank relating to the defense of the removal action filed against the Bank and the basis for the calculation.
 16. Total amount of attorneys' fees and total amount of expenses, incurred by the Bank relating to the Bank's performance of its responsibilities and obligations under the Agreement and the basis for the calculation.
 17. Total amount of fees and expenses incurred by any professional, other than an employee of the Bank or an attorney, relating to the Bank's performance of its responsibilities and obligations under the Agreement and the basis for the calculation.
 18. Total amount of fees and expenses incurred by any professional, other than an employee of the Bank or an attorney, relating to the production of inventory and IRS form 8939 and the basis for the calculation.

19. All oral or written communications between any employee of the Bank, including but not limited to Susan Novak, on the one hand, and JH, SH and/or LW and/or any of their attorneys, on the other hand.
20. The experience and training of Susan Novak and all other persons who worked on the Hopper Estate, including, in particular, experience in administering intestate estates involving community property interests at time of death.
21. The Bank's handling of the Robledo issue.
22. Bank's oral and written communications with Sarah Williamson.