

CAUSE NO. PR-11-3238-1

IN RE: ESTATE OF MAX D. HOPPER,
DECEASED

IN THE PROBATE COURT

JO N. HOPPER
Plaintiff,

NO. 1

v.

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

DALLAS COUNTY, TEXAS.

FINAL JUDGMENT

On August 28, 2017, the above-styled case was called to trial. Plaintiff Jo N. Hopper ("Mrs. Hopper" or "Plaintiff") and Defendants JPMorgan Chase Bank, N.A., (the "Bank"), Stephen B. Hopper and Laura S. Wassmer (collectively the "Heirs") (the Bank and the Heirs are collectively, "Defendants") appeared by attorneys of record and announced ready. Having been previously demanded, a jury consisting of six jurors and two alternate jurors was duly empaneled and the case proceeded to trial.

At the conclusion of the evidence, the Court submitted the disputed questions of fact to the jury. The jury found that the Bank breached the fiduciary duties it owed to Mrs. Hopper and that such breaches were committed with malice. The jury also found that Mrs. Hopper's negligence did not contribute in any way to the Bank's breaches of its fiduciary duties to her. The jury also found that the Bank breached the contract it entered into with Plaintiff and the Heirs. The jury further found that the Bank owed money to Mrs. Hopper to reimburse her for certain expenses she had advanced to the Estate. The jury also found that the Bank held money in equity and good conscience that belonged to Mrs. Hopper. The Charge of the Court and the verdict of the jury, which was accepted by the Court, are fully incorporated herein for all purposes by reference. The

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Court has considered the jury's verdict, the evidence presented at trial, any motions for judgment, motions to disregard certain jury findings and/or proposed judgment submitted by the parties, and the Court's previous orders and rulings, including but not limited to the Court's order granting Plaintiff's Motion for Legal Rulings Regarding Attorneys' Fees for Declaratory Judgment Claims. Accordingly, the Court has determined that a Final Judgment is proper on the terms stated therein.

It is, therefore, **ORDERED, ADJUDGED AND DECREED** that:

1. Plaintiff shall have and recover actual damages from the Bank (in its corporate capacity) in the amount of ~~\$481,432.42~~⁷;
2. Plaintiff shall have and recover from the Bank (in its corporate capacity) attorney's fees of \$3,657,035.00, an amount that is within the amount found by the jury and the trial court for the reasonable and necessary services of Mrs. Hopper's attorneys in connection with the Robledo Declaratory Judgment Claims;
3. Plaintiff shall have and recover from the Bank (in its corporate capacity) attorneys' fees of \$1,469,828.00 as found by the jury and the trial court for the reasonable and necessary services of Mrs. Hopper's attorneys in connection with the Hunton & Williams Fee Claims;
4. Plaintiff shall have and recover exemplary damages from the Bank (in its corporate capacity) in the amount of ~~\$7,814,324.20~~^{945,561.90};
5. Plaintiff shall also have and recover prejudgment interest on the actual damages, referenced in paragraph A.1., above, at five percent simple interest per annum accruing from September 21, 2011 through April 5, 2018, or a total of ~~\$157,487.76~~^{255,624.74}; prejudgment interest will continue to accrue until the final judgment is entered at a rate of ~~\$65.95/day~~^{107.05};

6. In the event the Bank files an appeal of the final judgment entered in favor of Mrs. Hopper in this matter, Plaintiff shall recover against the Bank in its corporate capacity:
- a. \$200,000 in the event of an appeal to the court of appeals;
 - b. \$50,000 in the event of a petition for review filed with the Texas Supreme Court;
 - c. \$75,000 in the event the Texas Supreme Court requests briefs on the merits; and
 - d. \$50,000 in the event of preparation and presentation of oral argument to the Texas Supreme Court.
7. Plaintiff shall have and recover her taxable costs from the Bank in its corporate capacity;
8. Plaintiff shall have and recover post-judgment interest on the entire amount of the judgment, including prejudgment interest and court costs, at five percent compounded interest per annum, accruing from the date the judgment is signed until the date the judgment is satisfied;
9. All writs and processes for the enforcement and collection of this Judgment and the costs of court shall issue as necessary; and
10. All relief requests in this case and not expressly granted herein is denied.

This is a **FINAL JUDGMENT** and finally and completely disposes of all parties and claims and is appealable.

SIGNED this 18th day of August 2018.


JUDGE PRESIDING