

IN THE CIRCUIT COURT OF MASON COUNTY, WEST VIRGINIA

STATE OF WEST VIRGINIA ex rel.
DARRELL V. MCGRAW, JR., ATTORNEY
GENERAL,

Plaintiff,

v.

JPMORGAN CHASE & CO. and CHASE
BANK USA, N.A.,

Defendants.

Case No. 11-C-094-N

Hon. David Nibert

**RESPONSES AND OBJECTIONS TO
PLAINTIFF'S FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS
TO JPMORGAN CHASE & CO. AND CHASE BANK USA, N.A.**

Pursuant to Rule 34 of the West Virginia Rules of Civil Procedure, Defendants JPMorgan Chase & Co. ("JPMorgan") and Chase Bank USA, N.A. ("Chase") submit the following responses and objections to Plaintiff's First Set of Requests For Production of Documents to JPMorgan and Chase (the "Requests").

The responses and objections contained herein are made without in any way waiving or intending to waive, but on the contrary reserving and intending to reserve, the right at any time to revise, supplement, correct, or add to these objections and responses, and to revise, supplement, correct, or add to any production of information.

SPECIFIC RESPONSES AND OBJECTIONS

All responses provided below, and all documents produced in response to these document requests, are stated and produced subject to and without waiving the General Objections set forth herein, which are specifically incorporated in each response below. JPMorgan and Chase further respond and object to the Requests as follows.



CONFIDENTIAL

REQUEST FOR PRODUCTION NO. 1:

All Documents identified in, referenced in, listed in, or relied upon in preparing Your responses to Plaintiff's First Set of Interrogatories to JPMorgan Chase & Co. and Chase Bank USA, N.A. that are not encompassed by a more specific request below.

RESPONSE:

Defendants further object to this Request on the ground that it is premature. Defendants have filed a motion to dismiss the Attorney General's claims, which if granted would eliminate the need for or substantially narrow the scope of discovery. Chase will supplement this response if appropriate after the Court rules on Defendants' pending motion.

Defendants further object to this Request on the ground that it seeks materials protected by privileges, including without limitation attorney-client privilege and work product immunity.

REQUEST FOR PRODUCTION NO. 2:

All Documents that You intend to rely upon to prove Your defense(s) in this matter, or that You might use for impeachment purposes, that are not encompassed by a more specific request below.

RESPONSE:

Defendants further object to this Request on the ground that it is premature. Defendants have filed a motion to dismiss the Attorney General's claims, which if granted would eliminate the need for or substantially narrow the scope of discovery. Chase will supplement this response if appropriate after the Court rules on Defendants' pending motion.

Defendants further object to this Request on the ground that it seeks materials protected by privileges, including without limitation attorney-client privilege and work product immunity.

Subject to and without waiving their objections, Defendants will produce documents they intend to rely upon to prove their defenses in this matter at an appropriate time. Defendants further refer to the Stipulation and Agreement of Class Action Settlement and the Final Judgment and Order of Dismissal entered in *Kardonick, et al. v. JPMorgan Chase & Co., et al.*, No. 10-cv-23235 (S.D. Fla.) (the “*Kardonick* litigation”).

REQUEST FOR PRODUCTION NO. 3:

All statements made by any Person related to the subject matter of this litigation. For the purposes of this request, a statement is (a) a written statement signed or otherwise adopted or approved by the Person making it; and/or (b) a stenographic, mechanical, electrical or other recording, or transcription thereof, which is a substantially verbatim recital of an oral statement by the Person making it and contemporaneously recorded.

RESPONSE:

Defendants further object to this Request on the ground that it is premature. Defendants have filed a motion to dismiss the Attorney General’s claims, which if granted would eliminate the need for or substantially narrow the scope of discovery. Chase will supplement this response if appropriate after the Court rules on Defendants’ pending motion.

Defendants further object to this Request on the ground that it seeks materials protected by privileges, including without limitation attorney-client privilege and work product immunity.

Subject to and without waiving their objections, Defendants will produce copies of declarations executed by Marc Fink in the *Kardonick* litigation and in this litigation.

REQUEST FOR PRODUCTION NO. 4:

All Documents provided to experts or investigators retained by You in connection with this litigation.

RESPONSE:

Defendants further object to this Request on the ground that it is premature. Defendants have not yet retained experts or investigators in connection with this litigation. In addition, Defendants have filed a motion to dismiss the Attorney General's claims, which if granted would eliminate the need for or substantially narrow the scope of discovery. Chase will supplement this response if and when appropriate after the Court rules on Defendants' pending motion.

Defendants further object to this Request on the ground that it seeks materials protected by privileges, including without limitation attorney-client privilege and work product immunity.

REQUEST FOR PRODUCTION NO. 5:

All Documents, compilations, electronically stored information, or other information which provide the following information (unless otherwise specified, please provide documents that set forth this information on an annual basis for each year that such data is available from 2000 through 2012) for all of Your Ancillary Services, including but not limited to Your Payment Protection Plans:

- a. the amount of revenue You received each year from West Virginia consumers for the sale of each of Your Ancillary Services to West Virginia consumers;
- b. the amount of profit You received each year as a result of sales of each of Your Ancillary Services to West Virginia consumers;
- c. the number of West Virginia consumers who paid for each of Your Ancillary Services during each year;
- d. the number of West Virginia consumers who are currently enrolled in each of Your Ancillary Services;
 - (1) the source of the consumer's income, if the consumer's income was from a source other than gainful employment;

- (2) whether the consumer made a claim under the plan;
 - (3) if a consumer's claim was rejected, the reason it was rejected; and
 - (4) the total amount each consumer has paid for the plan.
- e. the number of West Virginia consumers who were over the age of 65 at the time they began paying for Payment Protection;
- f. the number of West Virginia consumers over the age of 65 currently paying for Payment Protection;
- g. the number of West Virginia consumers who accepted Payment Protection but were rejected by JPMorgan Chase & Co. due to age;
- h. the number of West Virginia consumers who were unemployed at the time they began paying for Payment Protection;
- i. the number of West Virginia consumers who are unemployed and are currently paying for Payment Protection;
- j. the number of West Virginia consumers who were disabled at the time they began paying for Payment Protection;
- k. the number of West Virginia consumers who are disabled and are currently paying for Payment Protection;
- l. the number of West Virginia consumers who were self-employed at the time they began paying for Payment Protection; and
- m. the number of West Virginia consumers who are self-employed and are currently paying for Payment Protection.

RESPONSE:

Defendants further object to this Request on the ground that some of the information requested can be more suitably obtained through interrogatories, and Defendants refer the Attorney General to Defendants' Responses and Objections to Plaintiff's First Set of Interrogatories to JPMorgan Chase & Co. and Chase Bank USA, N.A.

Defendants further object that the Request seeks to litigate claims that were released in the *Kardonick* settlement and are subject to the *Kardonick* injunction.

Defendants further object to this Request on the ground that the specified time period is overbroad. Any information produced by Defendants in response to this Request will be limited to the period from August 1, 2007 to the present in light of limitations issues.

Defendants further object to this Request on the ground that some of the requested information does not exist within Defendants' possession, custody, or control. For example, Chase does not maintain data that would enable it to determine whether West Virginia consumers were unemployed, disabled, or self-employed either now or when they began paying for payment protection.

Defendants further object to this Request on the ground that it is premature. Defendants have filed a motion to dismiss the Attorney General's claims, which if granted would eliminate the need for or substantially narrow the scope of discovery. Chase will supplement this response if appropriate after the Court rules on Defendants' pending motion. Defendants further object to this Request on the ground that it seeks materials protected by privileges, including without limitation attorney-client privilege and work product immunity.

Because the Complaint contains only minimal and conclusory allegations about products other than payment protection plans, Defendants further object to producing any information concerning such products.

Defendants further object to this Request on the ground that the requests are vague, ambiguous, overbroad, seek information not reasonably calculated to lead to the discovery of admissible evidence, are unreasonably burdensome, and in some cases would require an exhaustive manual, case-by-case review of each customer's account.

Defendants further object to this Request to the extent it seeks information that does not already exist in Defendants' possession, custody, or control in a readily retrievable format. Defendants are not obligated to create documents that do not already exist to produce information in response to this Request.

REQUEST FOR PRODUCTION NO. 6:

Provide documents sufficient to identify:

- a. the price of each of the ancillary services;
- b. the provider of each of the ancillary services; and
- c. the period of time this product or service was available.

RESPONSE:

Subject to and without waiving Defendants' objections, Chase will produce exemplars of the Terms and Conditions documents governing Chase's payment protection plans, which contain information responsive to this Request. To the extent that the Request seeks additional documents, Defendants object on the ground that some of the information requested can be more suitably obtained through interrogatories, and Defendants refer the Attorney General to Defendants' Responses and Objections to Plaintiff's First Set of Interrogatories to JPMorgan Chase & Co. and Chase Bank USA, N.A.

Because the Complaint contains only conclusory assertions of wrongdoing about products other than payment protection plans, Defendants object to producing any information concerning such products.

Defendants further object to this Request on the ground that it is premature. Defendants have filed a motion to dismiss the Attorney General's claims, which if granted would

eliminate the need for or substantially narrow the scope of discovery. Chase will supplement this response if appropriate after the Court rules on Defendants' pending motion.

Defendants further object that the Request is vague, ambiguous, overbroad, unduly burdensome, and seeks information not reasonably calculated to lead to the discovery of relevant, admissible evidence.

REQUEST FOR PRODUCTION NO. 7:

Each written contract, agreement, Welcome Kit, or disclosure of terms and conditions regarding the Payment Protection Plan or any other Ancillary Services employed by JPMorgan Chase & Co. when transacting business with any and all West Virginia consumers.

RESPONSE:

Subject to and without waiving Defendants' objections, Chase will produce exemplars of the Terms and Conditions and welcome kits sent to new payment protection enrollees. Defendants object to producing "each" requested document on the ground that doing so would be unreasonably burdensome. Construed literally, the request purports to seek every contract, agreement, welcome kit, or terms-and-conditions document sent to every West Virginia consumer.

Because the Complaint contains only minimal and conclusory allegations regarding products other than payment protection plans, Defendants object to producing any information concerning such products.

Defendants further object to this Request on the ground that it is premature. Defendants have filed a motion to dismiss the Attorney General's claims, which if granted would eliminate the need for or substantially narrow the scope of discovery. Chase will supplement this response if appropriate after the Court rules on Defendants' pending motion.

Defendants further object that the Request is vague, ambiguous, overly broad, unduly burdensome, and seeks information that is not reasonably calculated to lead to the discovery of admissible, relevant evidence.

REQUEST FOR PRODUCTION NO. 8:

All internal rules or guidelines governing, delimiting or defining the criteria for West Virginia consumers who were or are eligible to enroll in Your Payment Protection Plan(s).

RESPONSE:

Subject to and without waiving Defendants' objections, Chase states that in general, cardholders whose accounts were in good standing were eligible to enroll in payment protection plans. To the extent that the Request seeks additional information, Chase objects that it is premature, vague, ambiguous, overly broad, unduly burdensome, and seeks information that is not reasonably calculated to lead to the discovery of admissible, relevant evidence.

REQUEST FOR PRODUCTION NO. 9:

All underwriting guidelines and/or risk assessment analyses used by JPMorgan Chase & Co. in relation to the Payment Protection Plan(s) sold to West Virginia consumers.

RESPONSE:

There are no responsive documents because JPMorgan had no involvement in payment protection plans. By way of further response, Chase states that, in general, cardholders whose accounts were in good standing were eligible to enroll in payment protection plans. To the extent that the Request seeks additional information, Chase objects that it is premature, vague, ambiguous, overly broad, unduly burdensome, and seeks information that is not reasonably calculated to lead to the discovery of admissible, relevant evidence.

REQUEST FOR PRODUCTION NO. 10:

A customer list of all West Virginia consumers who did not sign and return a written contract or agreement for Payment Protection but were charged for Payment Protection at any time.

RESPONSE:

Chase refers to its response to Interrogatory No. 7. To the extent the Request seeks additional information, Defendants object that its customer lists constitute confidential and proprietary business information.

Defendants further object that the Request is premature in light of the pending motion to dismiss, vague, ambiguous, overbroad, unreasonably burdensome, and not reasonably calculated to lead to the discovery of relevant, admissible evidence. Federal law does not require Chase to obtain a written signature as a pre-requisite to enrolling a customer in a payment protection plan. In fact, Plaintiff acknowledged in its opposition to Defendants' pending motion to dismiss that Defendants are entitled to enroll customers in payment protection plans over the telephone. In addition, determining which individuals sent written correspondence to Chase would require a manual, case-by-case review of individual account records.

Defendants further object that the Request reflects an attempt to litigate claims that were released in the *Kardonick* settlement and are subject to the *Kardonick* injunction.

REQUEST FOR PRODUCTION NO. 11:

All documents, including customer lists, which indicate the method by which West Virginia consumers enrolled in Payment Protection (over the phone, via the internet, etc.).

RESPONSE:

Defendants further object to this Request on the ground that their customer lists constitute private, confidential, and proprietary information.

Defendants further object to this Request on the ground that it is overbroad, unreasonably burdensome, and not reasonably calculated to lead to the discovery of relevant, admissible evidence. Determining how each West Virginia consumer enrolled in a payment protection plan would require a manual review of a large number of individual account records.

Defendants further object to this Request on the ground that it is premature. Defendants have filed a motion to dismiss the Attorney General's claims, which if granted would eliminate the need for or substantially narrow the scope of discovery. Chase will supplement this response if appropriate after the Court rules on Defendants' pending motion.

REQUEST FOR PRODUCTION NO. 12:

A copy of each Document which indicates or demonstrates a West Virginia consumer's written consent to be enrolled in and/or charged for Payment Protection.

RESPONSE:

Chase refers to its response to Interrogatory No. 7. To the extent the Request seeks additional information, Defendants object that it seeks confidential and private information regarding Chase customers.

Defendants further object that the Request is premature, vague, ambiguous, duplicative of Request No. 10, overbroad, unreasonably burdensome, and not reasonably calculated to lead to the discovery of relevant, admissible evidence. Federal law does not require Chase to obtain a written signature as a pre-requisite to enrolling a customer in a payment protection plan. In fact, Plaintiff acknowledged in its opposition to Defendants' pending motion to dismiss that Defendants are entitled to enroll customers in payment protection plans over the telephone. In addition, determining which individuals sent written correspondence to Chase would require a manual, account-by-account review of individual account records.

REQUEST FOR PRODUCTION NO. 13:

All marketing or written advertising materials sent to any West Virginia JPMorgan Chase & Co. credit card holders via mail, e-mail or otherwise regarding Your Ancillary Services, including but not limited to Your Payment Protection Plan(s).

RESPONSE:

Defendants state that because there are no JPMorgan credit card holders, there are no documents responsive to this Request. To the extent this Request seeks "marketing or written advertising materials" sent to any Chase credit card holder, subject to and without waiving Defendants' objections, Chase will produce exemplars of its terms and conditions and welcome kits. To the extent that the Request seeks additional documents, Chase objects that the request is premature given the pendency of a motion to dismiss that may eliminate or narrow the need for discovery.

Because the Complaint contains only minimal and conclusory allegations regarding products other than payment protection plans, Defendants further object to producing information concerning such products.

Defendants further object to this Request on the ground that it is vague, ambiguous, overbroad, unreasonably burdensome, and not reasonably calculated to lead to the discovery or relevant, admissible evidence.

REQUEST FOR PRODUCTION NO. 14:

A copy of all on-line advertising or marketing of Your Ancillary Services, including but not limited to Your Payment Protection Plan(s), that was used to solicit West Virginia customers.

RESPONSE:

Subject to and without waiving Defendants' objections, Chase will produce exemplars of terms and conditions, welcome kits, and online materials available to consumers relating to its payment protection plans.

Because the Complaint contains only minimal and conclusory allegations regarding products other than payment protection plans, Defendants object to producing any information concerning such products.

Defendants further object to this Request on the ground that it is premature, vague, ambiguous, overbroad, unreasonably burdensome, and not reasonably calculated to lead to the discovery of admissible, relevant evidence. Requiring Chase to search for, assemble, and produce every document available online relating to its payment protection plans would be unreasonably burdensome.

REQUEST FOR PRODUCTION NO. 15:

All telephone answering or telemarketing scripts used with the marketing of the offer of Your Ancillary Services, including but not limited to Your Payment Protection Plan(s), to West Virginia consumers.

RESPONSE:

Subject to and without waiving Defendants' objections, Defendants will produce exemplar telephone answering or telemarketing scripts relating to Chase's payment protection plans pursuant to an appropriate protective order.

Because the Complaint contains only minimal and conclusory allegations about products other than payment protection plans, Defendants object to producing information concerning such products.

Defendants further object to this Request on the ground that it is vague, ambiguous, overbroad, unreasonably burdensome, and not reasonably calculated to lead to the discovery of relevant, admissible evidence.

Defendants further object to this Request on the ground that it is premature. Defendants have filed a motion to dismiss the Attorney General's claims, which if granted would eliminate the need for or substantially narrow the scope of discovery. Chase will supplement this response if appropriate after the Court rules on Defendants' pending motion.

REQUEST FOR PRODUCTION NO. 16:

All written policies related to recording calls to and from customers in relation to marketing Payment Protection, and in relation to managing customer Payment Protection accounts.

RESPONSE:

Defendants further object to this Request on the ground that the information requested can be more suitably obtained through interrogatories, and Defendants refer the Attorney General to Defendants' Responses and Objections to Plaintiff's First Set of Interrogatories to JPMorgan Chase & Co. and Chase Bank USA, N.A.

Defendants further object to this Request on the ground that it is premature, vague, ambiguous, unreasonably burdensome, seeks materials not reasonably calculated to lead to the discovery of relevant, admissible evidence, and seeks materials protected by privileges, including without limitation attorney-client privilege and work product immunity.

REQUEST FOR PRODUCTION NO. 17:

A copy of all recordings of calls to and from West Virginia customers in relation to marketing Payment Protection, and in relation to managing West Virginia customer Payment Protection accounts.

RESPONSE:

Defendants further object to this Request on the ground that it is premature, vague, ambiguous, overbroad, unreasonably burdensome, seeks private and confidential information regarding Chase's customers, and seeks information not reasonably calculated to lead to the discovery of relevant, admissible evidence. This Request purports to ask Chase to locate and produce recordings of a large volume of calls with its customers, a task that would impose unreasonable burden and expense on Chase and infringe on the privacy of its customers.

REQUEST FOR PRODUCTION NO. 18:

All test or trial marketing materials, analyses of results, and compilations of data related to the development of the Payment Protection Plan(s) that was marketed in West Virginia.

RESPONSE:

Defendants further object to this Request on the ground that it is premature, vague, ambiguous, overbroad, unreasonably burdensome, seeks confidential, private, and proprietary information regarding Chase's analysis and strategies, and seeks information not reasonably calculated to lead to the discovery of relevant, admissible evidence. In particular, the phrases "analyses of results" and "compilations of data" are vague and ambiguous.

REQUEST FOR PRODUCTION NO. 19:

All market research or cognitive study research (here defined as information related to the ability of consumers to understand the terms or language used by JPMorgan Chase & Co. in contracts and offers) in the possession of JPMorgan Chase & Co. related to the business development or marketing of Payment Protection that was marketed in West Virginia.

RESPONSE:

There are no responsive documents because JPMorgan had no involvement in payment protection plans. Defendants further object to this Request on the ground that it is

premature, vague, ambiguous, overbroad, unreasonably burdensome, and not reasonably calculated to lead to the discovery of relevant, admissible evidence.

REQUEST FOR PRODUCTION NO. 20:

All marketing studies, research, data, and business and accounting analyses created or used in the business development and marketing of Your Ancillary Services, including but not limited to Your Payment Protection Plan(s), that were sold to West Virginia consumers.

RESPONSE:

Defendants further object to this Request on the ground that it is premature, vague, ambiguous, overbroad, unreasonably burdensome, and not reasonably calculated to lead to the discovery of relevant, admissible evidence. Because the Complaint contains only minimal and conclusory allegations about products other than payment protection plans, Defendants further object to producing information concerning such products.

REQUEST FOR PRODUCTION NO. 21:

All documents, compilations, electronically stored documents or information, or other information which provides the following data (unless otherwise specified, please provide documents that set forth this information on an annual basis for each year that such data is available from 2000 through 2012):

- a. the number of West Virginia JPMorgan Chase & Co. credit card holders for whom JPMorgan Chase & Co. has made benefit payments through Payment Protection or any other Ancillary Services due to involuntary termination;
- b. the number of West Virginia JPMorgan Chase & Co. credit card holders for whom JPMorgan Chase & Co. has made benefit payments through Payment Protection or any other Ancillary Services due to temporary disability;
- c. the number of West Virginia JPMorgan Chase & Co. credit card holders who purchased Payment Protection who made a claim to have their benefit payments paid through Payment Protection;

d. the number of West Virginia JPMorgan Chase & Co. credit card holders for whom JPMorgan Chase & Co. has paid the credit balance through Payment Protection;

e. the number of West Virginia JPMorgan Chase & Co. credit card holders who purchased Payment Protection who made a claim to have their credit balance paid through Payment Protection;

f. the number of West Virginia consumers who received any form of payment, credit or cancellation from You pursuant to Your Payment Protection Plan(s);

g. the total amount of money You paid to West Virginia consumers in the form of a payment, credit or cancellation pursuant to Your Payment Protection Plan(s); and

h. the number of Your West Virginia credit card holders who purchased Payment Protection from You, who made a claim for benefits of any kind under the Payment Protection Plan, and whose claim was rejected.

RESPONSE:

Subject to and without waiving Defendants' objections, Chase will provide information relating to the number of its customers who have made a claim for payment protection benefits and the percentage of those claims that have been approved pursuant to an appropriate protective order. To the extent this request purports to seek information about JPMorgan credit card holders, Defendants state that there are no responsive documents because JPMorgan does not issue credit cards.

To the extent that the Request seeks additional information, Defendants object that it is premature, vague and ambiguous, duplicative of other requests, overbroad, unreasonably burdensome, and not reasonably calculated to lead to the discovery of relevant, admissible evidence. The phrases "made benefit payments," "have their benefits paid," "has paid the credit balance," "have their credit balance paid," and "payment, credit, or cancellation" are particularly vague and ambiguous.

Because the Complaint contains only conclusory assertions of wrongdoing about products other than payment protection plans, Defendants further object to producing information concerning such products.

REQUEST FOR PRODUCTION NO. 22:

All documents that describe or provide guidelines for analyzing a consumer's eligibility for benefit payments or credit balance payments under the Payment Protection Plan(s).

RESPONSE:

Defendants further object to this Request on the ground that it is premature, vague and ambiguous, unreasonably burdensome, and seeks information that is not reasonably calculated to lead to the discovery of admissible, relevant evidence.

REQUEST FOR PRODUCTION NO. 23:

All Documents that describe the process by which You determine whether a consumer is eligible for and should receive a benefit payment or credit balance payment under the Payment Protection Plan(s), including but not limited to Documents that state who has the authority to make this decision.

RESPONSE:

Defendants further object to this Request on the ground that it is premature, vague and ambiguous, unreasonably burdensome, and seeks information that is not reasonably calculated to lead to the discovery of admissible, relevant evidence.

REQUEST FOR PRODUCTION NO. 24:

All documents that reflect all Payment Protection or any other Ancillary Services fees charged to each individual account of a West Virginia consumer.

RESPONSE:

Defendants further object to this Request on the ground that it is premature, vague and ambiguous, unreasonably burdensome, seeks confidential and private information regarding Chase's individual customer accounts, and seeks information that is not reasonably calculated to lead to the discovery of admissible, relevant evidence. Producing individual account records would be enormously burdensome and an invasion of the privacy of Chase's cardholders. Because the Complaint contains only minimal and conclusory allegations regarding products other than payment protection plans, Defendants further object to producing information concerning such products. Defendants further object to this request on the grounds that it seeks to litigate claims released by the *Kardonick* settlement and that are subject to the *Kardonick* injunction.

REQUEST FOR PRODUCTION NO. 25:

All documents, including but not limited to letters, e-mails and other forms of correspondence, received by You from any West Virginia consumer complaining about Your Payment Protection Plan, asking that a Payment Protection Plan be cancelled, and/or seeking a refund with respect to Your Payment Protection Plan.

RESPONSE:

Defendants further object to this Request on the ground that it is premature, vague and ambiguous, overbroad, seeks confidential and private information relating to Chase's communications from its customers, unreasonably burdensome, and not reasonably calculated to lead to the discovery of relevant, admissible evidence. Determining which individuals sent written correspondence to Chase would require a manual review of the records of a large volume of accounts.

REQUEST FOR PRODUCTION NO. 26:

All documents, including but not limited to letters, e-mails and other forms of correspondence, received by You from any West Virginia consumer complaining about Your Ancillary Services other than Your Payment Protection Plan, asking that the Ancillary Service be cancelled, and/or seeking a refund with respect to the Ancillary Service.

RESPONSE:

Defendants further object to this Request on the ground that it is premature, vague and ambiguous, overbroad, seeks confidential and private information relating to Chase's communications from its customers, unreasonably burdensome, and not reasonably calculated to lead to the discovery of relevant, admissible evidence. Determining which individuals sent written correspondence to Chase would require a manual review of the records of a large volume of accounts. In addition, because the Complaint contains only minimal and conclusory allegations about products other than payment protection plans, Defendants object to producing information concerning such plans.

REQUEST FOR PRODUCTION NO. 27:

Your response to letters, e-mails and other forms of correspondence received by You from any West Virginia consumer complaining about Your Payment Protection Plan, asking that a Payment Protection Plan be cancelled, and/or seeking a refund with respect to Your Payment Protection Plan.

RESPONSE:

Defendants further object to this Request on the ground that it is premature, vague and ambiguous, overbroad, seeks confidential and private information relating to Chase's communications with its customers, unreasonably burdensome, and not reasonably calculated to lead to the discovery of relevant, admissible evidence. Determining which individuals had written correspondence with Chase would require a manual review of the records of a large volume of accounts.

REQUEST FOR PRODUCTION NO. 28:

Your response to letters, e-mails and other forms of correspondence received by You from any West Virginia consumer complaining about Your Ancillary Services other than Your Payment Protection Plan, asking that the Ancillary Service be cancelled, and/or seeking a refund with respect to the Ancillary Service.

RESPONSE:

Defendants further object to this Request on the ground that it is premature, vague and ambiguous, overbroad, seeks confidential and private information relating to Chase's communications with its customers, unreasonably burdensome, and not reasonably calculated to lead to the discovery of relevant, admissible evidence. Determining which individuals had written correspondence with Chase would require a manual review of the records of a large volume of accounts. In addition, because the Complaint contains only minimal and conclusory allegations about products other than payment protection plans, Defendants object to producing information concerning such plans.

REQUEST FOR PRODUCTION NO. 29:

A list of all of Your West Virginia customers who paid for Payment Protection on more than one account.

RESPONSE:

Defendants further object to this Request on the ground that it is premature, overbroad, seeks confidential, private and proprietary information, and is not reasonably calculated to lead to the discovery of relevant, admissible evidence. Defendants further object to this request on the grounds that it seeks to litigate claims released by the *Kardonick* settlement and that are subject to the *Kardonick* injunction.

REQUEST FOR PRODUCTION NO. 30:

A list of all of Your West Virginia customers who paid for any of Your Ancillary Services on more than one account.

RESPONSE:

Because the Complaint contains only minimal and conclusory allegations about products other than payment protection plans, Defendants object to producing information concerning such plans. Defendants further object to this Request on the ground that it is premature, vague and ambiguous, overbroad, unreasonably burdensome, seeks confidential, private and proprietary information, and is not reasonably calculated to lead to the discovery of relevant, admissible evidence.

REQUEST FOR PRODUCTION NO. 31:

All documents that indicate how (i.e., on what basis - hourly, commission, etc.) telemarketers who marketed Payment Protection to West Virginia customers are paid.

RESPONSE:

Defendants further object to this Request on the ground that it is premature, vague and ambiguous, overbroad, unreasonably burdensome, seeks confidential and proprietary information, and is not reasonably calculated to lead to the discovery of relevant, admissible evidence.

REQUEST FOR PRODUCTION NO. 32:

All documents concerning JPMorgan Chase & Co.'s document destruction or retention policy, including, but not limited to, e-mail, voice mail and recordings of calls with potential or actual customers.

providing all of the requested discovery would impose significant, unreasonable expenses and burdens on the Defendants.

4. Defendants object to the Requests on the ground that they are premature in light of Defendants' pending motion to disqualify the Attorney General's outside counsel. The Requests were promulgated, signed, and issued by counsel that Defendants contend should be disqualified from representing the Attorney General. In addition, Defendants should not be required to meet-and-confer about discovery disputes with counsel that are subject to disqualification.

5. Defendants object to the Requests as premature prior to the entry of an appropriate protective order.

6. If the Court denies Defendants' two pending motions, Defendants will supplement these responses and objections within a reasonable period of time after the Court rules. Defendants will also supplement these responses and objections as may be required by the West Virginia Rules of Civil Procedure.

7. Defendants object to the Requests to the extent they call for information from anyone other than Chase and its employees. JPMorgan had no involvement in the payment protection plans at issue in the Complaint and has no responsive information. Furthermore, Chase is not required to produce information that is not in its possession, custody, or control, such as information maintained by third parties.

8. Defendants object to the scope of the Requests to the extent they call for information from before August 2007, in light of limitations issues. Defendants' responses to these requests generally will cover the period from August 2007 to the present.

9. Because the Complaint contains only minimal and conclusory allegations of wrongdoing about products other than payment protection plans, Defendants object to producing information concerning such products. The Attorney General has not articulated with any specificity any claims targeting products beyond Defendants' payment protection plans. Indeed, the only direct reference to products beyond Defendants' payment protection plans appears in Paragraph 20 of the Complaint. All claims involving products beyond Defendants' payment protection plans are pleaded in conclusory fashion, and the Complaint fails to provide sufficient notice about the Attorney General's claims.

10. Defendants object to the definitions associated with the terms "Payment Protection" and "Payment Protection Plans." For purposes of responding to the Requests, Defendants have construed those terms to refer to Chase's debt cancellation contracts and debt suspension agreements which are offered to West Virginia consumers.

11. Defendants object to the Requests to the extent that the definitions, instructions, and specific questions incorporated therein are vague, ambiguous, overbroad, or unreasonably burdensome, do not describe the information sought with reasonable particularity, or otherwise exceed or fail to comply with the requirements imposed by the West Virginia Rules of Civil Procedure.

12. Defendants object to the Requests to the extent they seek disclosure of information protected by attorney-client privilege, the work-product immunity doctrine, or any other applicable privilege or protection. Defendants do not waive or intend to waive any such privileges or protections, and any production of privileged or protected information is inadvertent.

13. Defendants object to the Requests to the extent they ask Defendants to produce confidential, proprietary, or other sensitive information. Defendants also object to the Requests to the extent they seek private information relating to Chase cardholders, personally identifying information, or information about individual disputes that is subject to confidentiality obligations. Defendants also object to producing any information relating to or about its non-West Virginia consumers. If such information is provided, Defendants will only provide it in connection with an appropriate protective order.

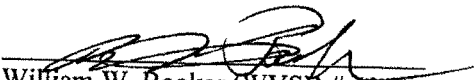
14. Defendants object to Instructions No. 2 and 6 in their entirety because providing all the requested information would be unreasonably burdensome and would go beyond what is required by the West Virginia Rules of Civil Procedure. Defendants will provide appropriate information regarding potentially relevant materials that are not in Chase's possession, custody, or control through the meet-and-confer process.

15. Defendants object to Instruction No. 4 to the extent it purports to require Defendants to provide (1) a privilege log for communications between Chase's employees and its counsel, (2) a privilege log for communications that occurred after this lawsuit was filed, and (3) the information requested in Instruction 4(g). Defendants will produce a privilege log at an appropriate time.

16. Defendants object to the Requests to the extent they purport to impose requirements that exceed the requirements of the West Virginia Rules of Civil Procedure.

17. Subject to and without waiving its objections, Chase will produce responsive documents on a rolling basis as explained above. In addition, Chase remains willing to confer with the Attorney General's counsel regarding the requests.

DATED: May 18, 2012



William W. Booker (WVSB # 401)
Thomas H. Ewing (WVSB # 9655)
KAY CASTO & CHANEY PLLC
1500 Chase Tower
707 Virginia Street, East
Charleston, WV 25301
Tel: (304) 345-8900
Fax: (304) 345-8909
Email: wbooker@kaycasto.com
tewing@kaycasto.com

Robert D. Wick
Andrew Ruffino
Andrew Soukup
COVINGTON & BURLING LLP
1201 Pennsylvania Avenue, NW
Washington, DC 20004-2401
Tel: (202) 662-6000
Fax: (202) 662-6291
Email: rwick@cov.com
aruffino@cov.com
asoukup@cov.com

*Attorneys for Defendants JPMorgan Chase
& Co. & Chase Bank USA, N.A.*

CERTIFICATE OF SERVICE


I hereby certify that on the 23rd day of May, 2012, I served a copy of Responses and Objections to Plaintiff's First Set of Requests for Production of Documents to JPMorgan Chase & Co. and Chase Bank USA, N.A. via first-class mail, postage prepaid and/or electronic mail to the following individuals at the addresses listed below:

Frances A. Hughes
Chief Deputy of the Attorney General
Office of the Attorney General
State Capitol Complex
Building 1, Room E-26
Charleston, WV 25305

Guy Bucci
Timothy Bailey
Lee Javins
Special Assistant Attorneys General
BUCCI BAILEY & JAVINS LC
213 Hale Street
Charleston, WV 25301

William Druckman
Special Assistant Attorney General
THE LAW OFFICES OF DRUCKMAN &
ESTEP
606 Virginia Street East, Suite 100
Charleston, WV 25301

Laura Baughman
Sherri Ann Saucer
Special Assistant Attorney General
BARON & BUDD, P.C.
3102 Oak Lawn Ave., Suite 1100
Dallas, TX 75219


William W. Booker

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