

DECLARATION OF KATHLEEN A. HART

Under Penalty of Perjury

Case: Kathy Hart v. JPMorgan Chase Bank, N.A.

Prepared: November 1, 2025

Status: DRAFT - For Kathy's review and signature via Logan Hughes (attorney)

DECLARATION

I, Kathleen A. Hart, declare under penalty of perjury under the laws of the United States and the State of Texas that the following is true and correct to the best of my knowledge:

1. IDENTITY AND COMPETENCE

1.1. My name is Kathleen A. Hart (also known as "Kathy Hart"). I am 77 years old and a resident of Gilmer, Texas.

1.2. I am making this declaration voluntarily, of my own free will, and with full understanding of its contents and legal significance.

1.3. I am competent to make this declaration. I understand the obligation to tell the truth and the consequences of making false statements under penalty of perjury.

1.4. This declaration is based on my personal knowledge of the facts stated herein.

2. POWER OF ATTORNEY EXECUTION AND AUTHORIZATION

2.1. On or about August 4, 2025, I executed a Texas Statutory Durable Power of Attorney appointing Eric Brakebill Jones as my agent.

2.2. Eric Jones is my godson. I have known him his entire life, and I trust him completely to manage my financial affairs and make decisions in my best interest.

2.3. I executed this Power of Attorney because I was aware that certain individuals, including my daughter Lesley Johnson and others, had been taking money from my accounts without my permission. I needed someone I could trust to protect my assets and handle my financial matters.

2.4. At the time I executed the Power of Attorney, I understood:

- What a Power of Attorney is and what authority it grants
- That I was appointing Eric Jones to act on my behalf in financial matters
- That Eric would have access to my bank accounts and authority to manage them
- That I could revoke this Power of Attorney at any time if I chose to do so

2.5. My decision to appoint Eric Jones as my agent was made freely, without coercion, undue influence, or pressure from anyone.

3. AUGUST 14, 2025 IN-PERSON BANK VISIT

3.1. On August 14, 2025, I went in person to the JPMorgan Chase Bank branch in Longview, Texas, accompanied by Eric Jones.

3.2. At that visit, I met with Chase bank employees Jeffrey Griffith and Leatha Goldstein for approximately two hours.

3.3. During that meeting, I personally:

- Showed my identification to the bank employees
- Confirmed that I had appointed Eric Jones as my Power of Attorney
- Expressed my wish that Eric have access to my accounts
- Reported concerns about unauthorized transactions on my personal account
- Agreed to open a joint account with Eric for the purpose of managing my medical expenses and daily living costs

3.4. At no time during that August 14 meeting did I express any doubt about Eric Jones' authority or trustworthiness. I wanted him to have access to my accounts to protect me.

3.5. The bank employees did not raise any concerns about the validity of the Power of Attorney during that meeting. They processed the opening of the joint account and indicated they would review the Power of Attorney documentation.

4. MEDICAL CONDITION AND DISABILITY (AUGUST-SEPTEMBER 2025)

4.1. On [INSERT DATE - August 15, 2025 or nearby], I underwent back surgery.

4.2. Following this surgery, I was bedridden and required to stay in a skilled nursing/rehabilitation facility for recovery.

4.3. During the period from approximately August 15, 2025 through late September 2025, I was:

- Unable to walk without assistance
- Unable to leave the facility without medical authorization
- In significant pain and discomfort
- Physically incapable of traveling to a bank branch

4.4. The facility where I was recovering had restrictions that prohibited me from leaving the premises for non-medical purposes during my recovery period.

4.5. An in-person visit to a Chase Bank branch during this time period was medically impossible for me. Even if I had wanted to go, my doctors would not have permitted it, and the facility would not have allowed me to leave.

5. SEPTEMBER 15, 2025 RECORDED AUTHORIZATION

5.1. On September 15, 2025, I participated in a phone conversation that was recorded for the purpose of communicating my authorization to JPMorgan Chase Bank.

5.2. During that recorded conversation, I stated words to the following effect (and I affirm that these statements were true):

[PLACEHOLDER - INSERT EXACT QUOTES FROM SEPTEMBER 15 RECORDING]

"I authorize JP Morgan Chase to rely on my Power of Attorney without requiring an in-person visit. In-person is medically impracticable because [INSERT KATHY'S DESCRIPTION OF MEDICAL CONDITION FROM RECORDING]."

"[Chase] has done only one thing, freeze my account and leave me paralyzed."

5.3. Everything I stated in that recording was true and accurate to the best of my knowledge at that time.

5.4. I gave this recorded authorization because Eric had informed me that Chase Bank was refusing to honor the Power of Attorney unless I appeared in person at a branch, which I was physically unable to do.

5.5. It was my intent and desire that Chase Bank accept Eric Jones' authority as my agent based on this recorded authorization, without requiring me to make an in-person visit that was medically impossible.

6. CHASE BANK'S OBSTRUCTION AND ITS IMPACT ON ME

6.1. I am aware that from approximately August 27, 2025 through September 26, 2025, JPMorgan Chase Bank froze accounts that I had authorized Eric Jones to access and manage on my behalf.

6.2. This freeze prevented Eric from:

- Paying my medical expenses from the joint account
- Monitoring my personal account for unauthorized transactions
- Protecting my assets from individuals who had been stealing from me
- Fulfilling his duties as my agent under the Power of Attorney

6.3. During this 30-day period when Eric was blocked from accessing the accounts, I experienced:

- Daily anxiety and fear that my money was being stolen
- Helplessness because I could not protect myself due to my bedridden condition
- Frustration that my recorded authorization was being ignored
- Emotional distress from feeling "paralyzed" (my word) by the bank's refusal to help

6.4. The stress of this situation negatively impacted my recovery from surgery. Instead of focusing on healing, I was consumed with worry about my financial security.

6.5. I believe that unauthorized transactions did occur during this period when Eric was blocked from monitoring my accounts. I did not authorize these transactions, and they would have been prevented if Eric had been given the access I authorized him to have.

7. THE FALSE CLAIM ABOUT SEPTEMBER 23, 2025

7.1. I am aware that on or about September 26, 2025, a Chase Bank employee (Leatha Goldstein) claimed that I had called the bank on September 23, 2025 and authorized a transfer of \$12,100 from my joint account.

7.2. I DID NOT make any such phone call to Chase Bank on September 23, 2025.

7.3. I DID NOT authorize any transfer of \$12,100 from my joint account on September 23, 2025 or any other date around that time.

7.4. I do not know how this \$12,100 transfer occurred, but it was not authorized by me.

7.5. To the best of my recollection, I did not speak with anyone from Chase Bank between September 15, 2025 (when I made the recorded authorization) and late September or early October 2025 (when the Power of Attorney was finally accepted).

7.6. I certainly did not speak with Leatha Goldstein "multiple times" as Chase has claimed. If I spoke with her at all after August 14, it would have been briefly, and I did not authorize any large transfers.

7.7. The claim that I authorized the \$12,100 transfer on September 23 is false.

8. UNAUTHORIZED TRANSACTIONS DURING OBSTRUCTION PERIOD

8.1. I am aware that during the period when Eric Jones was blocked from accessing my accounts (August 27 - September 26, 2025), multiple unauthorized transactions occurred.

8.2. These transactions fall into several categories:

A. DoorDash and Food Delivery Charges

- I did not authorize multiple DoorDash charges during this period
- I was in a facility where meals were provided
- I have no need for food delivery services and would not have ordered them
- I believe these charges were made by my daughter Lesley Johnson, who has a pattern of ordering food delivery using my money

B. Amazon.com and Online Shopping

- I did not authorize Amazon purchases during this period
- I do not do online shopping
- I was bedridden and not receiving deliveries at the facility
- I believe these charges were made by Lesley Johnson or others who had access to my account information

C. ATM Withdrawals

- I did not make any ATM withdrawals during this period
- I was bedridden and physically unable to go to an ATM
- I do not know who made these withdrawals, but they were not authorized by me

D. Large Electronic Transfers

- I did not authorize any large electronic transfers (Venmo, UBS, or otherwise) during this period

- Prior to August 14, I had discovered fraudulent activity involving UBS and mentioned this to the Chase bank employees during our in-person meeting
- Any UBS transfers or other large electronic transfers during the obstruction period were not authorized by me

E. Checks

- I did not write any checks during this period, as I was bedridden
- Any checks that posted to my account during this time were either forged or written by someone without my authorization

8.3. All of these unauthorized transactions occurred because Eric Jones, my appointed agent, was prevented by Chase Bank from monitoring and protecting my accounts.

8.4. If Chase had honored the Power of Attorney when it was first presented on August 14, 2025, or at the latest when they received my recorded authorization on September 16, 2025, Eric would have been able to stop these unauthorized transactions immediately.

8.5. Chase Bank's refusal to honor my Power of Attorney directly enabled the theft and fraud that occurred during the 43-day obstruction period.

9. CURRENT STATUS AND ONGOING IMPACT

9.1. As of the date of this declaration, the Power of Attorney has finally been accepted by Chase Bank (as of October 3, 2025), but only after Eric filed regulatory complaints and threatened legal action.

9.2. The \$12,100 unauthorized transfer has not been returned to my account, despite Eric filing a formal dispute under Regulation E.

9.3. I continue to suffer emotional distress from:

- The knowledge that I was stolen from while Chase refused to let my agent protect me
- The uncertainty about whether all the unauthorized transactions have been identified
- The fear that those who stole from me have not faced consequences
- The realization that a major bank ignored my explicit authorization for 43 days

9.4. I have lost trust in JPMorgan Chase Bank and believe their actions showed a reckless disregard for my safety and wellbeing.

10. AFFIRMATION OF AUTHORITY

10.1. Eric Jones continues to serve as my agent under the Power of Attorney.

10.2. I continue to have full confidence in his ability to manage my financial affairs in my best interest.

10.3. I authorize Eric Jones to pursue all legal remedies against JPMorgan Chase Bank for their wrongful refusal to honor the Power of Attorney and for the harm that resulted from their obstruction.

10.4. I support Eric's decision to file complaints with regulatory agencies (OCC, CFPB, etc.) and to pursue litigation if necessary to hold Chase accountable.

10.5. Everything Eric has done in connection with this matter has been with my full knowledge, authorization, and approval.

11. CLOSING AFFIRMATION

11.1. I have read this entire declaration (or it has been read to me) and I understand its contents.

11.2. I affirm that all statements in this declaration are true and correct to the best of my knowledge, information, and belief.

11.3. I understand that this declaration is being made under penalty of perjury under the laws of the United States and the State of Texas, and that if any statement herein is false, I may be subject to criminal prosecution.

11.4. I make this declaration voluntarily, without coercion or undue influence from anyone.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2025, at _____, Texas.

Kathleen A. Hart

NOTARY ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 2025,
by Kathleen A. Hart, who proved to me on the basis of satisfactory evidence to be the person
who appeared before me.

Notary Public

My Commission Expires: _____

[NOTARY SEAL]

ATTORNEY INSTRUCTIONS FOR OBTAINING THIS DECLARATION

Coordination with Logan Hughes:

1. Send this draft to Logan Hughes (Kathy's attorney in Texas)
2. Request Logan to:
 - Review draft with Kathy
 - Make any necessary corrections based on Kathy's input
 - Fill in placeholders (dates, facility name, exact quotes from Sept 15 recording)
 - Arrange for Kathy to sign before a notary
 - Provide notarized original to Eric Jones

Critical Placeholders to Complete:

- ☐ Date of back surgery (paragraph 4.1)
- ☐ Exact quotes from September 15, 2025 recording (paragraph 5.2)
- ☐ Name of rehabilitation facility (paragraph 4.4)
- ☐ Date of declaration execution
- ☐ Location where signed (city, Texas)
- ☐ Notary information

Evidentiary Value:

This declaration will:

1. **Destroy Chase's "protecting the principal" defense** - Kathy explicitly authorizes POA reliance

2. **Prove ADA violation** - Kathy confirms medical impossibility of in-person visit
3. **Establish unauthorized transactions** - Kathy denies authorizing specific categories of charges
4. **Contradict Leatha Goldstein's false statement** - Kathy denies September 23 call
5. **Support causation** - Kathy states harm occurred because Eric was blocked
6. **Prove emotional distress damages** - Kathy describes anxiety, fear, feeling "paralyzed"

Timing:

- Obtain as soon as possible while Kathy's memory is fresh
- Needed before filing TRO motion (makes case much stronger)
- Should be completed by January 2026 at the latest

Strategic Note:

This declaration, combined with the September 15 recording, creates an irrefutable record that Chase acted in bad faith. No jury will sympathize with a bank that ignored a bedridden 77-year-old's explicit authorization for 43 days while her money was being stolen.

EXHIBIT E - COMPLETE (PENDING KATHY'S SIGNATURE)

Status: Draft ready for Logan Hughes to review with Kathy and notarize.