

4. "Attached hereto as Exhibit 'B-2' is additional correspondence which I sent to Wendy Meigs' counsel, transmitting a demand letter under Chapter 38 of the Texas Civil Practice and Remedies Code demanding that Wendy Meigs comply with the terms of the agreement reached at mediation. The documents attached as Exhibit B-2 are a true and correct copy of the original documents.
5. On or about April 12, 2016, I participated in a telephone conference, as required by the Mediated Settlement Agreement. All counsel for Wendy Meigs and the third party defendants participated in the telephone conference with the mediator but the telephone conference did not resolve the dispute.
6. "Consequently, the parties arranged for a second mediation and scheduled it for May 16, 2016. On May 12, after the close of business, Rodney Castille, counsel for Wendy Meigs, informed the mediator that Wendy Meigs would not attend the scheduled mediation; however, the second mediation ultimately took place on or about December 12, 2016. It was not successful.
7. "The first clear and direct communication expressing a desire to repudiate or withdraw consent to the Mediated Settlement Agreement was received by me on September 8 or 9, 2016 in the form of her Answer to Asyntria, Inc.'s Counter Claim.
8. "I am an attorney licensed to practice law in the State of Texas, and have been so licensed since 1993. My practice has consisted principally of representing individuals and business entities in civil litigation matters at the pre-trial, trial, and appellate levels throughout the State of Texas.
9. "I am the attorney of record for Asyntria, Inc. in the above captioned matter. I am familiar with handling matters of this nature in many counties in Texas, including Harris County. I am familiar with the fees charged by lawyers in Texas generally and with the fees charged by lawyers in Harris County, Texas for matters of this nature. I am familiar with the usual and customary fees charged by attorneys with a similar number of years of experience in Harris County.
10. "My normal hourly rate is \$250 per hour, which is reasonable and customary for matters of this type in Harris County, Texas. All of my services have been reasonable, necessary, and customary for matters of this type in any county in Texas.

11. "Attached hereto, collectively, as Exhibit B-3 are five (5) pages of billing records pertaining to work performed by me on behalf of Asyntia, Inc. in connection with enforcing a Mediated Settlement Agreement entered into between Wendy Meigs, Asyntria, Inc., Michael Johnston, and others, which such agreement is the basis for the Amended Motion for Summary Judgment. The attached records are the original records or exact duplicates thereof. The records were made at or near the time of each act, event, condition, diagnosis set forth therein. The records were made by, or from information transmitted by, persons with knowledge of the matters set forth therein. The records were kept in the ordinary course of business by me, the custodian of those records.
12. "The time reflected in the billing records attached as Exhibit B-3 is directly related to the breach of contract and declaratory judgment claims asserted by Asyntria against Wendy Meigs, and any time not so related has been redacted from these records.
13. "Through the time of hearing, Asyntria will have incurred attorney's fees in the amount of \$10,275.00 for work directly related to the breach of contract and declaratory judgment claims. Based upon my experience, such fees are reasonable, necessary, usual, and customary for similar matters in Harris County, Texas.
14. "In my opinion, in the event that this matter is appealed to the Court of Appeals, attorney's fees in the amount of \$35,000 plus the cost of the reporters record would be a reasonable fee for services to be performed in this cause on appeal to the Court of Appeals.
15. "In my opinion, in the event a petition is filed seeking review by the Supreme Court of Texas, additional attorney's fees in the amount of \$10,000.00 would be a reasonable fee. If such petition were to be granted, additional attorney's fees in the amount of \$15,000.00 would be reasonable.

I hereby affirm that all statements contained herein are true and correct under penalty of perjury.



B. Allen Brady

8/11/2016

Gmail - Meigs - Settlement Documents



Allen Brady <abrady007@gmail.com>

Meigs - Settlement Documents

Allen Brady <abrady@bradylawfirm.com>
To: Todd Zucker <ToddZ@bohreerzucker.com>

Mon, Dec 14, 2015 at 9:57 AM

Todd,

I called a couple of weeks ago about the documents, but never heard back. I only have two substantive changes to the documents that you sent. The first is on the attorney fees portion. I would prefer a more general provision that allows for the prevailing party to recover attorney fees incurred in enforcing the settlement agreement. Second, I think that we need to include a mandatory mediation provision as a prerequisite to filing suit under the agreement or judgment. It seems to me that in the past the main impediment to working out a solution was the fact that the parties stopped communicating with each other. So something that would require them to mediate might head off any future dispute before a lawsuit is filed.

The proposed judgment needs some finishing up. The copy of the proposed judgment that I received does not seem to be complete. It just trails off with "It is further ordered" or something to that effect and the next page is contains only signature blocks. I assume that it was intended to read something like "It is further ordered that any requested relief requested and not granted by this judgment is denied."

My only other comment is on whether we really need court approval. I had assumed that the temporary orders or temporary injunctions in the divorce action would have language that prohibited either party from disposing of community assets, etc. I looked at the agreed injunctions that were attached to one of the various motions filed in the divorce and I could not find any language that seemed to prohibit negotiating, selling, encumbering or disposing of community assets, except for the language specifically directed to their house. So I am not sure that we really need the court approval that we all assumed we would need.

I will be leaving town for the rest of this year at the end of this week. I will be available by phone, email, etc. but I hope that we can get this finalized before I leave.

Please let me know your thoughts.

Thanks,

Allen Brady

Unofficial Copy Office of Chris Daniel District Clerk

Exhibit B-1 to
Declaration of
B. Allen Brady

Exhibit 2
XXXXXXXXXXXXXXXXXXXX



Allen Brady <abrady007@gmail.com>

Meigs v. Asyntria, et al

Allen Brady <abrady@bradylawfirm.com>

Fri, Feb 19, 2016 at 1:18 PM

To: Sherri Evans <sevans@koonfuller.com>, Todd Zucker <ToddZ@bohreerzucker.com>

Cc: Todd Frankfort <todd@rflowerslaw.com>

Bcc: Mike Johnston <mike@rxmike.com>

Attached please find a demand letter concerning the MSA reached on October 30, 2016.

Please do not hesitate to contact me if you have any questions.

Thanks,

Allen Brady

 **021916 Demand Letter.pdf**
188K

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Exhibit B-2 to Declaration of
B. Allen Brady

~~XXXXXXXXXXXXXXXXXX~~
Exhibit 2

B. Allen Brady
Attorney at Law

746 Oxford Street
Houston, Texas 77007

Telephone (713) 869-3900
abrady@bradylawfirm.com

February 19, 2016

Mr. Todd Zucker
BOHREER & ZUCKER LLP
2 Greenway Plaza, Suite 600
Houston TX 77046

By email: ToddZ@bohreerzucker.com

Ms. Sherri Evans
KOONS FULLER, P.C.
109 N Post Oak Lane, Suite 425
Houston TX 77024

By email: sevans@koonfuller.com

Re: Cause No. 2015-27321; In the Matter of the Marriage of Wendy Meigs and Jody Meigs;
In the 25th Judicial District Court of Harris County, Texas.

Dear Mr. Zucker and Ms. Evans:

As you know, on October 30, 2015, Wendy Meigs entered into a Mediated Settlement Agreement with Asyntria Inc., The Johnston Group, Scripta Pharmacy, Straden-Schaden, Inc. and Micheal Johnston (the Johnston Defendants) which disposed of all issues between Wendy Meigs and the Johnston Defendants. Mr. Zucker prepared documents to finalize the litigation. Upon receipt of Mr. Zucker's documents, I suggested minor changes to two items that were outside of the original agreement, but otherwise approved the proposed documents. Mr. Zucker indicated that he would get back to me concerning the proposed changes.

Since I never heard back from Mr. Zucker, I contacted him last week to determine where we were on finalizing our agreement and the litigation. During that telephone conversation, Mr. Zucker indicated that he was not authorized to discuss the agreement or the pending litigation with me, though he did acknowledge that he still represents Mrs. Meigs.

I write today on behalf of the Johnston Defendants to demand that Ms. Meigs fully comply with the terms Mediated Settlement Agreement. In the event that Ms. Meigs fails to immediately comply with the terms of the agreement, the Johnston Defendants will seek to enforce the terms of the agreement and to recover of attorney fees and costs pursuant to Chapters 154 and 38 of the Texas Civil Practice and Remedies Code. This demand is made to comply with Chapter 38 of the Texas Civil Practice and

Remedies Code and should not be construed as limiting the time during which the Johnston Defendants may seek to enforce the terms of the agreement.

Best regards,

A handwritten signature in black ink, appearing to read 'B. Allen Brady', with a stylized flourish at the end.

B. Allen Brady

cc: Mr. Todd Frankfort (todd@rflowerslaw.com)

Unofficial Copy Office of Chris Daniel District Clerk

B. Allen Brady, Attorney
 746 Oxford
 Houston, Tx 77007

INVOICE

Exhibit B-3 to Declaration of B. Allen Brady

Asyntria Inc.

Invoice 20003

Date	Mar 03, 2016
Terms	
Service Thru	Mar 03, 2016

In Reference To: Wendy and Jody Meigs (Time)

Date	By	Services	Hours	Rates	Amount
10/09/2015		Prepare and review of Motion for Temporary Injunctions	0.50	\$ 250.00/hr	125.00
10/12/2015		Prepare Receipt and review of Motion for Temporary Injunctions	0.50	\$ 250.00/hr	125.00
10/13/2015		Attend hearing on Motion to Compel Mediation, Order and Notice of Hearing	0.50	\$ 250.00/hr	125.00
10/30/2015		Prepare and review of Motion for Temporary Injunctions	0.50	\$ 250.00/hr	125.00
11/23/2015		Review: Review and analysis of proposed settlement documents, preparation of notes on changes to same; Review and analysis of temporary injunctions in divorce decree to determine whether court approval is necessary to finalize settlement.	1.50	\$ 250.00/hr	\$ 375.00
12/04/2015		Documentation: Preparation of email to Mike Johnston re suggested changes to proposed settlement documents	0.30	\$ 250.00/hr	\$ 75.00
12/16/2015		Phone Call: Phone conference with Todd Zucker re changes to proposed settlement documents, additional documentation needed, whether court approval required under injunctions in place and timing of finalization	0.80	\$ 250.00/hr	\$ 200.00
02/09/2016		Prepare and review of Motion for Temporary Injunctions	0.50	\$ 250.00/hr	125.00
02/09/2016		Phone Call: Telephone Conference with Todd Frankfort and Mike Johnston regarding Wendy's refusal to execute Settlement Documents and strategy to finalize case without trial.	0.80	\$ 250.00/hr	\$ 200.00
02/09/2016		Phone Call: Telephone Conference with Todd Zucker regarding Settlement Documents and finalization; Learned that he is not authorized to discuss the case at this time.	0.10	\$ 250.00/hr	\$ 25.00
02/17/2016		Phone Call: Telephone conference with Sherri Evans re her client's position on MSA and Continuance.	0.60	\$ 250.00/hr	\$ 150.00
02/18/2016		Phone Call: Telephone conference with Mike Johnston re status of Motion for Judgment on MSA and issues with	0.30	\$ 250.00/hr	\$ 75.00

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Wendy Meigs

02/18/2016	Documentation: Research on enforcement of MSA; Preparation of Motion for Entry of Judgment on Settlement Agreement; Preparation of First Amended Answer and Counter Claim. Preparation of proposed final judgment.	4.00	\$ 250.00/hr	\$ 1,000.00
02/22/2016	Phone Call: Telephone conference with Todd Frankfort and Mike Johnston re failure for Wendy Meigs to honor Settlement Agreement terms and strategy to have court enforce MSA.	0.80	\$ 250.00/hr	\$ 200.00
03/02/2016	Documentation: Preparation and filing of Notice of Hearing on Motion to Enter Judgment on MSA	0.30	\$ 250.00/hr	\$ 75.00
03/03/2016	Documentation: Email to Mike Johnston re possible outcomes at Hearing on Motion to Enter Judgment and strategies going forward if necessary.	0.40	\$ 250.00/hr	\$ 100.00

In Reference To: Wendy and Jody Meigs (Expenses)

Date	By	Expenses	Amount
10/13/2015		Parking: parking to attend hearing on Motion to compel/continuance	\$ 4.00
02/19/2016		Filing Fees: Filing and service fees for Counter-Claim on third party action	\$ 75.11
02/19/2016		Filing Fees: Filing Fee on Motion to Enter Judgment on MSA	\$ 2.06
02/19/2016		Filing Fees: Filing Fee on Motion to Enter Judgment on MSA (preposed order)	\$ 2.06

Total Hours	24.75
Total Time	6:18:45
Total Expenses	1,281.23
Total Invoice Amount	1,281.23
Previous Balance	0.00
Balance (Amount Due)	1,281.23

9.9 @ 250

2475

83.23

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B. Allen Brady, Attorney
 746 Oxford
 Houston, Tx 77007

INVOICE

Asyntria Inc.

Invoice 20004

Date	Aug 08, 2016
Terms	
Service Thru	Aug 08, 2016

In Reference To: Wendy and Jody Meigs (Time)

Date	By	Services	Hours	Rates	Amount
03/11/2016		Other: Attend hearing on motion to enter judgment on MSA	2.00	\$ 250.00/hr	\$ 500.00
03/11/2016		Phone Call: Telephone conference with Mike Johnston re hearing results and strategy going forward	0.20	\$ 250.00/hr	\$ 50.00
03/11/2016		Phone Call: telephone conference with Mike Johnston prior to hearing on motion to enter judgment on msa.	0.20	\$ 250.00/hr	\$ 50.00
03/11/2016		Other: [REDACTED]	0.20	\$ 250.00/hr	\$ 50.00
04/01/2016		Documentation: review of Motion to Withdraw as attorney of record filed by Sherri Evans.	0.30	\$ 250.00/hr	\$ 75.00
04/05/2016		Documentation: review of Motion to Withdraw as Attorney of Record filed by Todd Zucker	0.30	\$ 250.00/hr	\$ 75.00
04/07/2016		Phone Call: Telephone conference with Trey Bergman re status and requesting that he arrange telephone conference with Wendy per paragraph 7 of settlement agreement	0.30	\$ 250.00/hr	\$ 75.00
04/07/2016		Other: Reply to scheduling request for phone conference by Trey Bergman.	0.10	\$ 250.00/hr	\$ 25.00
04/12/2016		Other: Conference call with Trey Bergman, Rodney Castille, Todd Zucker, and Todd Frankfort re attempting to resolve stalemate on settlement agreement; communications with Frankfort re discovery; communication to Johnston re status; communication to Robin Berry re mediation dates.	1.00	\$ 250.00/hr	\$ 250.00
05/12/2016		Other: Multiple follow ups with Trey Bergman's office re whether Wendy Meigs intends to appear for second mediation	0.20	\$ 250.00/hr	\$ 50.00
05/12/2016		Documentation: Receipt of correspondence from Rodney Castille unilaterally cancelling mediation.	0.10	\$ 250.00/hr	\$ 25.00

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B. Allen Brady, Attorney
 746 Oxford
 Houston, Tx 77007

INVOICE

Asyntria Inc.

Invoice 20004

Date	Aug 08, 2016
Terms	
Service Thru	Aug 08, 2016

07/28/2016	Documentation: Receipt of Notice of Production to Amegy Bank re Straden-Schaden and Asyntria, Inc.	0.20	\$ 250.00/hr	\$ 50.00
07/28/2016	Documentation: Receipt of demand letter requesting inspection and copying of Asyntria Inc records pursuant to Texas Bus. Org. Code provisions	0.20	\$ 250.00/hr	\$ 50.00
08/01/2016	Phone Call: Conference call with Todd Frankfort and Mike Johnson re status, msj, discovery and strategy moving forward	1.30	\$ 250.00/hr	\$ 325.00

In Reference To: Wendy and Jody Meigs (Expenses)

Date	By	Expenses	Amount
03/11/2016		Parking: court house parking	\$ 10.00

Total Hours	5.70 hrs
Total Time	5.70 hrs
Total Expenses	\$ 410.00
Total Invoice Amount	\$ 410.00
Previous Balance	\$ 0.00
Balance (Amount Due)	\$ 410.00

Payment History:

Date	Type	Payment Description	Amount
11/17/2015	Payment - Direct		2050.00
07/07/2015	Payment - Direct		2050.00
07/07/2015	Payment - Trust Account		2050.00

8.2 @ 250 = 2050