

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

CAUSE NO. 2015-27321

**IN THE MATTER OF
THE MARRIAGE**

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IN THE DISTRICT COURT OF

**WENDY MARIE MEIGS
AND
JODY NEAL MEIGS**

HARRIS COUNTY, TEXAS

257TH JUDICIAL DISTRICT

WENDY MARIE MEIGS

v.

**JODY NEAL MEIGS, MICHAEL
JOHNSTON, FRANCESCA LOPEZ,
ROBIN LUKE, SCRIPTS
PHARMACY, STRADEN-SCHADEN,
INC., THE JOHNSTON GROUP, AND
ASYNTRIA, INC.**

THIRD PARTY ACTION

PETITION IN INTERVENTION FOR ATTORNEY'S FEES

This *Petition in Intervention for Attorney's Fees* is brought by **SHERRI A. EVANS**,
Intervenor.

Parties

The parties in this suit are Petitioner, **WENDY MARIE MEIGS**, and Respondent,
JODY NEAL MEIGS.

Service

Process should be served on Petitioner, **WENDY MARIE MEIGS**, at her last known
address at 3131 Blackcastle Drive, Houston, Texas 77068, or wherever Petitioner may be
located.

Service on Respondent shall be made by and through his attorney of record, Robert
Sobel.

All other counsel to this suit shall be served pursuant to the Certificate of Service and pursuant to the Texas Rules of Civil Procedure.

This Court has jurisdiction to hear this intervention because Intervenor has an interest in the matter in controversy, in that it was necessary for Petitioner to employ Intervenor as her attorney in this case. Intervenor is duly licensed to practice law in Texas and represented Petitioner in this case until discharged.

Venue is proper with respect to the claim between Intervenor and the original parties because venue is proper in the original action.

Intervenor is engaged in the practice of law. On May 6, 2015, Petitioner asked Intervenor to provide legal services to further Petitioner's goal of obtaining a divorce. Intervenor has provided legal services, but Petitioner has not paid for them.

Breach of Employment Contract. Intervenor pleads for damages for breach of contract. On May 6, 2015, Intervenor and Petitioner executed a written employment contract, in which Intervenor agreed to provide legal services in this case and Petitioner agreed to pay for any legal services rendered. A copy of the contract is attached as Exhibit "A" and incorporated in this pleading. Intervenor has performed necessary legal services as required by the contract, but Petitioner has not paid for those legal services as agreed. A list of the legal services performed is attached as Exhibit "B" and incorporated in this pleading. Petitioner's failure to pay for the legal services rendered by Intervenor under the contract constitutes a breach of the contract. As a result of that breach, Intervenor sustained damages of \$27,368.87 in unpaid attorney's fees.

Quantum Meruit. Alternatively, Intervenor requests recovery for the reasonable value of the services Intervenor performed. These legal services were rendered directly to Petitioner and are listed in detail within the pages of Exhibit "B", attached hereto and made a part hereof for all purposes. Rendition of these legal services conferred a benefit on Petitioner, in that legal assistance was provided toward Petitioner's goal of divorce from Respondent. Petitioner accepted the benefit of Intervenor's services; specifically, filing for divorce, attending various hearings, and finally informal negotiations to full settlement for divorce.

The reasonable value of the legal services provided was \$27,368.87, a reasonable and customary fee for an attorney of Intervenor's experience practicing in Harris County, Texas. Intervenor reasonably expects to be paid for her services because she has provided similar services to others in the community and been paid for them. Petitioner will be unjustly enriched in the amount claimed by Intervenor if allowed to retain the benefit conferred by Intervenor without paying for the value of the legal services. Intervenor's damages became fixed on March 31, 2016.

Suit on Sworn Account. In the second alternative, Intervenor pleads for relief by suing on a sworn account. Intervenor provided legal services to Petitioner on an open account. Petitioner accepted the legal services and became bound to pay Intervenor its designated charges, which were reasonable and customary for an attorney of Intervenor's experience practicing in

Harris County, Texas. The account, sworn to in accordance with rule 185 of the Texas Rules of Civil Procedure, accurately describes the legal services that Intervenor provided to Petitioner and represents a transaction or series of transactions on which Intervenor has kept a systematic record in the ordinary course of business. A copy of the account is attached as Exhibit "B" and incorporated in this pleading.

After allowing for all just and lawful offsets, payments, and credits, the principal balance due Intervenor on the account is \$27,368.87. Intervenor has demanded that Petitioner pay this amount, but Petitioner has not done so.

Attorney's Fees. Petitioner's nonpayment has made it necessary for Intervenor to file this intervention. Intervenor presented this claim to Petitioner on April 17, 2016 by e-mail, which is the customary way Petitioner receives and has received monthly billing statements from Intervenor. More than thirty days have passed since the demand was made, but payment of the just amount owed has not been tendered. Intervenor seeks reimbursement for her reasonable attorney's fees as provided by section 38.001 of the Texas Civil Practice and Remedies Code.

Prayer. Intervenor prays for judgment of \$27,368.87 against Petitioner and Respondent, jointly and severally; for reasonable attorney's fees and expenses through final judgment after appeal; for prejudgment and postjudgment interest as allowed by law; and for all other relief the Court deems just and appropriate.

Respectfully submitted,

KOONSFULLER, P.C.

109 North Post Oak Lane, Suite 425

Houston, Texas 77024

Telephone: (713) 789-5112

Facsimile: (713) 789-5123

houston@koonfuller.com (for service only)

By: 

SHERRI A. EVANS

State Bar No. 00785853

BRENDAN J. HAMMER

State Bar No. 24096726

Intervenors

AFFIDAVIT

STATE OF TEXAS

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COUNTY OF HARRIS

BRENDAN J. HAMMER appeared in person before me today and stated under oath:

“My name is Brendan J. Hammer. A systematic record of all legal series provided by KoonsFuller, P.C. is kept in the ordinary course of business. I have care, custody and control of these records as it relates to the account of Wendy Meigs. These records show a total principal balance of \$28,958.28, plus prejudgment interest, which is due and payable by Wendy Meigs. All just and lawful offsets, payments and credits have been allowed.”

Brendan Hammer

BRENDAN J. HAMMER

SIGNED under oath before me on **May 27, 2016.**



Frankie DeWitte

Notary Public, State of Texas

Unofficial Copy Office of Clerk of District Court

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing document has been delivered or forwarded to all counsel and unrepresented persons as listed below, [] by **personal delivery or receipted delivery service**, or [] by **certified or registered mail**, return receipt requested, by depositing the same, postpaid, in an official deposit under the care and custody of the United States Postal Service, or [] by **facsimile** to the recipient's facsimile number identified below, or [X] by **e-service** to the recipient's email address identified below and the electronic transmission was reported as complete, on this the 21st day of May, 2016, in accordance with the Rule 21a of the Texas Rules of Civil Procedure:

Via E-Service: sobel@robertsobellaw.com

Robert S. Sobel
Law Offices of Robert S. Sobel
2313 Timber Shadows Drive, Suite 100
Kingwood, Texas 77339

Via E-Service: service@flowers.com

Todd Frankfort
FLOWERS & FRANKFORT
5020 Montrose Boulevard, Suite 700
Houston, Texas 77006

Via E-Service


Bradford Allen Brady
Attorney at Law
746 Oxford
Houston, Texas 77007

Via E-Service@rodneycastleille@gmail.com

Rodney K. Castille
Attorney at Law
23114 Burcan Court
Spring, Texas 77373

Via E-Service@annette@thehenrylawfirm.com

Annette M. Henry
The Henry Law Firm, P.C.
701 N. Post Oak Rd., #615
Houston, Texas 77024


SHERRIL A. EVANS