

From: Wendy <wmwm@swbell.net>
Sent: Wednesday, November 11, 2015 1:15 PM
To: Michelle Bohreer
Cc: Todd Zucker
Subject: Re: response to email regarding settlement

Not only is this not what I understood, I was tired and exhausted and we only ate once. Im not sure I could have fully understood this at that point anyway just from sheer exhaustion, no food, and alcohol.

Sent from my iPhone. Please excuse any typos. All information to be handled as confidential. If received in error, please reply as error and delete immediately. Thank you.

> On Nov 11, 2015, at 9:28 AM, Michelle Bohreer <MichelleB@bohreerzucker.com> wrote:
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> Wendy,
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> Sorry for the length of time before a response, but I wanted to talk to Todd and make sure that I understood what happened at mediation before weighing in. As for my statement that the lawyers would be a source for recovery of attorneys fees after the deposition ended, you will remember that was in the context of a possible malpractice claim that Asyntria or Johnston would have against the lawyers that drafted the documents improperly. My comments were to the effect that, at any mediation if you still wanted more money than being offered, a subtle statement could be made to the lawyers about their role in the case and the attorneys' fees you had to expend in a hope that the lawyer or their malpractice coverage would step up. None of that happened at mediation. My understanding is that you and Mike, with the help of the mediator negotiated the monetary components of the settlement and then Todd stepped in to shore up as much protection as he could based on the deal you made. There was no provision in the settlement for attorneys' fees, and you and Todd discussed the question of attorney's fees after you and Mike met with the mediator. Todd advised that that would be a significant issue to have raised after you struck the deal for the specified royalty. Having agreed to resolve the issues through the mediated settlement agreement, which is binding, it is now too late to raise that claim. Likewise, the unpaid expenses of both you and Jody were at issue and, insofar as the company is concerned, the releases would prevent any attempt to relitigate those

issues. At this point, those claims are rolled into (merged) into the settlement you reached and you are not able to go back and renegotiate those monies.

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> These responses are likely not what you had hoped to hear, but at the end of the day you agreed to a settlement and that is now the binding agreement resolving all of your claims against Asyntria.

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> On the other hand, you did not release Jody, whom you alleged was a joint tortfeasor and co-conspirator in connection with Asyntria and the corporate issues. We believe you could continue to pursue your claims against Jody for indemnification against any expenses, and perhaps the attorneys fees as well, and those might also be issues that the divorce court would address in terms of the division of the community estate.

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> Sent from my iPad

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