

EXHIBIT 1

CAUSE NO. 2015-27321

IN THE MATTER OF THE
MARRIAGE OF

WENDY MARIE MEIGS

AND

JODY NEAL MEIGS

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§
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§

IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

257th JUDICIAL DISTRICT

within five (5)
days from
Court approval

MEDIATED SETTLEMENT AGREEMENT

Signatories

1. The parties hereto agree to settle all claims and controversies between them, asserted or assertable in this case except any claims that any signatory may have against Jody Meigs & Francisca Lopez

2. The consideration to be given for this settlement is as follows:

In exchange for the transfer of her stock in Asyntra, Inc. to Mike Johnson or Asyntra, Inc.

total gross

(a) Wendy Meigs shall receive the sum of 4% U.S. of the total gross revenues of Asyntra, Inc. Dollars, on or before Asyntra, Inc. according to the following schedule which sum will be paid by the following parties in the amounts stated.

January 1 - June 30 of each year paid October 31 of the same year

July 1 - December 31 of each year paid April 30 of the following year
these payments run for the life of Wendy Meigs or soya

(b) _____ shall execute a note payable to whichever is longer. _____ on a State Bar of Texas approved form with the following terms:

- 1) _____ principal amount;
- 2) _____ % interest pre-maturity and _____ % post-maturity;
- 3) _____ note date; _____ maturity date;

In the event Wendy Meigs obtains within thirty (30) days title to Jody Meigs stock in Asyntra, Inc. she shall transfer that stock to Mike Johnson in exchange for an additional 1.5% royalty payment as set out above.

4) ~~_____~~ payment terms; and,

5) ~~Secured by _____~~

~~which shall be evidenced by _____~~

3. The above-styled and numbered case shall be resolved by:

(a) An agreed ~~order of dismissal with prejudice~~ ^{judgment} with costs taxed to each party incurring such ~~costs~~ ^{costs and}

(b) An agreed judgment providing as follows: ~~_____~~ ^{reciting the terms of this Settlement Agreement and a take nothing}

(c) Any agreed judgment shall be signed by the trial judge, but may not be abstracted or ~~recorded or any collection efforts made upon same so long as the following conditions are kept~~ ^{judgment against all named defendants except Jody Meigs & Francisca Lopez}

Mike Johnston

4. ~~The parties agree to release, discharge, and forever hold the other harmless from any and all claims, demands or suits, known or unknown, fixed or contingent, liquidated or unliquidated whether or not asserted in the above case, as of this date, arising from or related to the events and transactions which are the subject matter of this case, except for the following:~~ ^{signatories hereto}

~~Nothing contained herein shall be construed to release any claims any of the signatories have against Jody Meigs or Francisca Lopez Wendy Meigs and Asyntria Inc agree to indemnify each other for any claims brought by, through, or under the other, but not otherwise. Asyntria, Inc agrees to indemnify Wendy Meigs from all corporate obligations she may have and to refinance all debt on which she may be an obligor.~~ ^{including the pending EEOC claim}

mutual release runs to the benefit of all attorneys, agents, employees, officers, directors, shareholders, and partners of the parties except: ~~Jody Meigs & Francisca Lopez~~ ^{This obligation guaranteed}

The TRO previously entered in this case is vacated and the bond released without further order of the court. Asyntria, Inc will provide in confidence the first two pages of its tax return within thirty days of filing.

"Party" as used in this release includes all named parties to this case, as well as Eagles Law and all related entities of the parties except Jody Meigs & Francisca Lopez.

5. Each signatory hereto warrants and represents:

- (a) he or she has authority to bind the parties for whom that signatory acts.
- (b) the claims, suits, rights and/or interests which are the subject matter hereto are owned by the party asserting same, have not been assigned, transferred or sold and are free of encumbrances.

6. Todd Zucker has retained the original of this Agreement and shall deliver drafts of any further settlement documents to the other parties by 11-16-15. The parties agree to cooperate with each other in the drafting and execution of such additional documents as are reasonably requested or required to implement the terms and spirit of this agreement.

7. If one or more disputes arise with regard to the interpretation and/or performance of this agreement or any of its provisions, the parties agree to attempt to resolve same by phone conference with Trey Bergman, the mediator who facilitated this settlement. If the parties cannot resolve their differences by phone conference, then each agrees to schedule one day of Mediation with the mediator, Trey Bergman within thirty (30) days to resolve the disputes and to share the costs of same equally. If a party refuses to mediate, then that party may not recover attorney's fees or costs in any litigation brought to construe or enforce this agreement. Otherwise, if mediation is unsuccessful, then the prevailing party or parties shall be entitled to recover reasonable attorney's fees and expenses, including the cost of the unsuccessful mediation.

8. Other terms of this settlement are:

Wendy Meigs agrees to consult or advise Asyntria, Inc @ Mike Jackson's request in a non-employee capacity. Wendy Meigs agrees to give Asyntria, Inc one (1) day notice ~~to~~ of default and opportunity to cure with another twenty (20) days one per each calendar year.

9. This agreement is made and performable in Harris County, Texas and shall be construed in accordance with the laws of the State of Texas.

10. Each signatory to this settlement has entered into this Agreement freely and without duress after having consulted with professionals of his or her choice. Each party hereto has been advised by Trey

including "Attachment A"

Bergman, the Mediator that the Mediator is not the attorney for any party and that each party should have this Agreement reviewed by that party's attorney prior to signing this Agreement.

Signed this 30th day of October, 2015. The Johnston Group,

Scripts Pharmacy, an
straden-schaden, Inc.
DEFENDANT(S)

PLAINTIFF(S)

Wendy Meigs

Asyntria Inc and
Mike Johnson
By: Mike Johnson
Mike Johnson

Approved Attorney for Plaintiff(s):

Todd Zucker

Approved Attorney for Defendant(s):

Todd Frankfurt
The Johnston Group
SCRIPTS Pharmacy,
Mike Johnson, an
Straden-
Schaden,
Inc.

Other Parties:

Other Parties:

Eagle Claw
By: Wendy Meigs

Approved Attorney for:

Approved Attorney for:

Allen Brady
Robin Luke
Asyntria Inc.

"Attachment A"

between Mike Johnston + Wendy Meigs

1. This Agreement is subject to the Court authorizing the transfer of shares in Asyntria, Inc by Wendy Meigs as contemplated herein, and the actual transfer, which court approval the parties shall diligently pursue.
2. During the shorter of the term of the royalty payments to be made under this Agreement, or three years following the effective cessation of business of Asyntria, Inc, a mutual non-compete exists covering the current scope of Asyntria Inc. ^{worldwide} consisting of: a) member based organization for pharmacy technicians, b) continuing education for pharmacists, pharmacy technicians, nurses, and podiatrists, and c) manufacture and sale of simulated drugs for training use.
3. Wendy Meigs shall notify EEOC of resolution of her claim against Asyntria, Inc, within 5 days of court approval of this Agreement.