

**JAMISON & ASSOCIATES PLLC**  
**ATTORNEYS AT LAW**

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**26010 Oak Ridge Drive**  
**Suite 205**  
**The Woodlands, Texas 77380**

November 9, 2017

RE: Wendy Meigs - termination of representation

Dear Wendy,

As a follow-up to our office conference late yesterday, this letter shall confirm that you are unable to continue to pay for our services in accordance with our written agreement.

As we previously advised you, the court was unwilling to give us a setting on our motion for summary judgment to set aside the mediation agreement that you signed. Specifically, we requested a hearing from the clerk will advised us that their records indicated the file had been closed. We explained to the clerk that the case was not over that simply a decree of divorce had been entered and that the remaining case was unadjudicated. After the clerk advised us that she spoke with the judge, she told us that the judge refused to set the motion.

Thereafter we contacted Adam your divorce lawyer who appeared in court with you to finish your divorce case, to get this matter resolved favorably. You confirmed with us that at the divorce hearing Adam explained that the remaining case would continue, and thereafter Adam submitted the divorce decree that he prepared which was subsequently signed, which granted your divorce.

Adam advised us that he went in person to discuss the matter with the clerk who again confirmed that the judge would not reopen the case and give us a setting on our motion for summary judgment.

Yesterday, at our conference, Rodney and I advised you that the only remedy we could see would be filing a petition for writ of mandamus which you indicated that you had done some looking and were aware of what that process was. However, to avoid any confusion we explained to you that it was not an appeal but rather what is called an extraordinary writ in which we asked the appellate court to order the judge to give us a hearing on the motion.

Unfortunately, you advised us that you simply did not have the funds to continue the litigation or to proceed with the mandamus process. As discussed, we can do nothing further, and are terminating our representation.

In accordance our agreement, we are withdrawing from representing you in this matter, effective as of today.

We also discussed the time element for the ability for you to possibly move forward in the future with the mandamus action if you ever found yourself in the circumstances to afford to do so. We explained that we had not done any specific, up-to-date research on that legal question but that we thought that the general applicable law would be what is called the doctrine of laches, which we believe would run from the time of the complained of court error, which would be the date the court refused to grant us a hearing on the motion for summary judgment.

We would suggest that you get an affidavit or declaration from Adam as soon as possible, documenting his efforts to get a hearing and his conversations with the clerk/coordinator.

Although much information is available on the Internet today we would strongly suggest that you consult with an attorney, if you are considering moving forward on this in the future. Of course, if you are able to pay for the services we would be more than happy to do discuss undertaking the case again.

Rodney and I both wish you the very best of luck in all of your future endeavors. With best personal, regards I remain,

Very Truly Yours,

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By: Bruce Jamison  
Bruce L. Jamison

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