

CAUSE NO. 2023-01356

LUXURY ASSET CAPITAL, LLC, d/b/a LUX & LUX EXCHANGE	§ § § § § § § § § §	IN THE DISTRICT COURT OF HARRIS COUNTY, TEXAS 164th JUDICIAL DISTRICT
Plaintiff,		
v.		
F. KENNETH BAILEY, JR.		
Defendant.		

PLAINTIFF’S TRADITIONAL MOTION FOR JUDGMENT

Plaintiff Luxury Asset Capital, LLC (“Lux”) files this Motion for Summary Judgment against defendant F. Kenneth Bailey, Jr. (“Bailey”).

I. SUMMARY OF RELIEF REQUESTED

1. In this breach of a sales contract suit, Bailey failed to make his required payments required by his contract with Lux, and he wrongfully retained possession of property (two paintings by 19th century realist artist William-Adolphe Bougureau) which were owned by Lux. Though served with citation in this suit, Bailey failed or refused to answer. Lux filed a motion for default judgment against Bailey, and this Court conducted a hearing on it on April 4, 2023 at 9:45 A.M. Bailey appeared at that hearing telephonically via Zoom and the court denied Lux’s motion for default. However, although Bailey once appeared by Zoom in this action (or more accurately, his ear made an

appearance), to date, he has not filed an answer, nor any other pleadings, and consequently he has not put the merits of Lux's lawsuit at issue.

2. Bailey, despite being a licensed attorney, has not disputed any of the allegations against him, nor has he raised any affirmative defenses against Lux's claims. For all intents and purposes, Bailey has conceded all of Lux's allegations and causes of action against him.¹ To defeat this motion for summary judgment, Bailey must raise a genuine issue of material fact. He cannot. Lux is therefore entitled to a summary judgment as a matter of law against Bailey on its breach of contract claim.

II. UNDISPUTED FACTS

3. On September 11, 2018, Bailey entered a contract for purchase (the "**Contract**") in which \$750,000 was paid to him by Lux for the sale by Bailey to Lux of two unique paintings by 19th century realist artist William-Adolphe Bougereau:

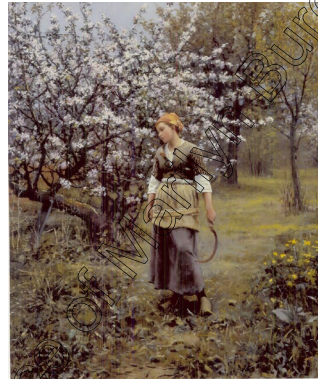
a. "*Les Prunes*" initially said by Bailey to be valued at \$1,500,000,

and

¹ See Plaintiff's Original Petition, filed in this action on January 9, 2023.



b. “*In the Orchard*” initially said by Bailey to be valued at \$600,000.



(These are collectively referred to herein as the “**Artwork**”).²

4. According to the parties’ written Contract, Bailey sold the paintings to Lux for \$750,000. Pursuant to the terms of the Contract, Bailey could maintain the exclusive right to buy back the paintings for \$765,000, provided that he timely paid a monthly fee of \$15,000.³ Additional provisions allowed Bailey to maintain possession of the Artwork and essentially postpone

² See Ex. 2, Contract, at p. 1; Ex. 1, Declaration of Dewey Burke, at ¶ 3.

³ *Id.*; see also Ex. 2, p. 3; Ex. 1, ¶ 4.

its sale for 30 days as long as he paid Lux the monthly fee.⁴ Failure to make timely payments would result in the loss of Bailey's exclusive right to buy back the Artwork and postpone its sale, after which Lux would be entitled to sell or keep the Artwork.⁵

5. In fact, Bailey breached the contract no later than July 12, 2022, when he failed to make his monthly payments.⁶ Bailey continued to possess the artwork, despite failing to make payments, and falsely led Lux to believe for several months that he would willingly return the paintings to Lux.⁷

6. However, Bailey never kept his word, and refused to return the Artwork to Lux.⁸ Lux was left with no choice but to initiate this proceeding to recover the Artwork.

7. Lux filed its Original Petition in this suit on January 9, 2023, for breach of contract, fraud, and negligent misrepresentation.⁹ Lux also sought to regain possession of the Artwork it owns pursuant to the Contract and it requested a writ of sequestration from this Court.¹⁰ The Court granted Lux's application for writ of sequestration on March 29, 2023.¹¹

8. Bailey never filed an answer to Lux's Original Petition, despite

⁴ Ex. 2, p. 3; Ex. 1, ¶ 4

⁵ *Id.*

⁶ Ex. 1 at ¶ 5.

⁷ *Id.* at ¶ 6.

⁸ *Id.*

⁹ See Plaintiff's Original Petition.

¹⁰ See Plaintiff's Amended Application for Writ of Sequestration, filed in this action on February 27, 2023.

¹¹ See Order Granting Plaintiff's Application for Writ of Sequestration.

being properly served, so Lux moved for default judgment against Bailey prior to obtaining the Court's order on the writ of sequestration.¹² Lux provided copies to Bailey of all motions and notices it filed, in accordance with TEX. R. CIV. P. 21a. The Court held a hearing on Lux's default judgment motion on April 4, 2023, via Zoom. At the hearing, Bailey appeared via his phone. Consequently, the Court denied Lux's motion for default judgment.¹³ Nevertheless, Bailey never filed an answer after the default hearing.

9. With the help of Precinct 5 of the Harris County Police Department, Lux was able to execute the writ of sequestration on in May 2023 at Bailey's home where he had both paintings on display.¹⁴ Because of the history and value of the artwork, Lux also hired a third party, Ty Art, to assist with securing the paintings, assessing their condition and damages, and storing the artwork during the pendency of this suit.¹⁵ Although Lux now has possession of the artwork, pursuant to the Court's order granting Lux's Application for Writ of Sequestration, Lux is unable to dispose of or sell the property until this matter is resolved. As of the date of this Motion, Lux has incurred \$2,300 in storage and handling fees.¹⁶

10. To date, Bailey has not filed an answer in this suit. Presently,

¹² See Plaintiff's Amended Motion for Default Judgment, filed in this action on March 9, 2023.

¹³ See Order Denying Plaintiff's Motion for Default Judgment.

¹⁴ Ex. 4, 10-Day Constable Release, filed in this action on May 15, 2023.

¹⁵ Ex. 1 at ¶ 9

¹⁶ *Id.*; see also Ex. 3, Ty Art Invoices.

Bailey owes Lux \$165,000 under the contract, and he has forfeited the right to repurchase the artwork.¹⁷

III. SUMMARY JUDGMENT EVIDENCE

11. To support this Motion, Lux relies on the following summary judgment evidence:

- i. Exhibit 1 – Declaration of Dewey Burke, CEO Luxury Asset Capital
- ii. Exhibit 2 – Signed Contract
- iii. Exhibit 3 – Ty Art Invoices
- iv. Exhibit 4 – Harris County Precinct 5, 10-Day Constable Release
- v. Exhibit 5 – Declaration of Clyde J. “Jay” Jackson, III on Attorney’s Fees

IV. ARGUMENTS AND AUTHORITIES

12. The court should grant the Plaintiff’s Motion for Summary Judgment on Lux’s breach of contract claim against Defendant Bailey because there is no genuine issue of material fact, entitling Lux to summary judgment against Bailey as a matter of law.

13. A plaintiff may move for summary judgment at any point after another party has “appeared *or* answered.” TEX. R. CIV. P. 166a(s). To succeed on a traditional motion for summary judgment on its causes of action, the

¹⁷ Ex. 2, ¶ 8.

plaintiff must show that there is no genuine issue of material fact and that it is entitled to summary judgment as a matter of law. TEX. R. CIV. P. 166a(c); *ConocoPhillips Co. v. Koopmann*, 547 S.W.3d 858, 865 (Tex. 2018). To meet this burden, the plaintiff must conclusively prove all essential elements of its claim. *MMP, Ltd. v. Jones*, 710 S.W.2d 59, 60 (Tex. 1986). A matter is conclusively established if reasonable people could not differ on the conclusion to be drawn from the evidence. *City of Keller v. Wilson*, 168 S.W.3d 802, 816 (Tex. 2005). If the plaintiff establishes its right to summary judgment as a matter of law, the burden shifts to the defendant to present evidence that raises a genuine issue of material fact. See *Chavez v. Kan. City S. Ry. Co.*, 520 S.W.3d 898, 900 (Tex. 2017).

14. Lux has sued Bailey for breach of contract. Lux is entitled to summary judgment on this cause of action against Bailey because the undisputed facts in this case demonstrated by Lux's summary judgment evidence conclusively establish each essential element of Lux's breach of contract claim.

A. Breach of Contract

15. To establish a claim for breach of contract, a plaintiff must prove the following elements: (1) a valid contract; (2) the plaintiff performed or tendered performance; (3) the defendant breached the contract; and (4) the plaintiff was damaged as a result of the breach. *Comcast Corp. v. Houston*

Baseball Partners LLC, 627 S.W.3d 398, 423 (Tex. App.—Houston [14th Dist.] 2021), *aff'd sub nom. McLane Champions, LLC v. Houston Baseball Partners LLC*, 671 S.W.3d 907 (Tex. 2023).

16. Lux had a valid contract for purchase with Bailey, which Bailey signed on September 11, 2018.¹⁸ Lux tendered performance under the Contract by advancing \$750,000 to Bailey; in exchange, Bailey gave Lux title and right to possession of the Artwork, or “Tangible Property” as it is defined in the contract.¹⁹ Additional provisions entitled Bailey to retain possession of the artwork by paying Lux \$15,000 per month to postpone the sale of the artwork.²⁰ Failure to timely pay the \$15,000 to Lux, however, would result in loss of Bailey’s right to possession of the Tangible Property, as well as his option to repurchase the artwork from Lux.²¹ Bailey breached the Contract with Lux on July 12, 2022, by failing to timely make his \$15,000 payment, and by refusing to return possession of the Tangible Property to Lux.²² Lux had to obtain a writ of sequestration from this Court, and executed that writ to regain possession of the artwork in May 2023.²³

17. As a result of Bailey’s breach, Lux suffered \$165,000 in damages under the contract for Bailey’s wrongful possession of the artwork for eleven

¹⁸ See Ex. 2.

¹⁹ Ex. 2, p.1.

²⁰ *Id.* at p. 3.

²¹ *Id.* at p. 1.

²² Ex. 1 at ¶ 5.

²³ See Ex. 4.

months after his breach.²⁴ Lux has also incurred \$2,300 in consequential damages for securing the Artwork, assessing their condition and damages, and storing the Artwork during the pendency of this action.²⁵

18. In addition, Lux is entitled to its attorneys' fees incurred in this action, pursuant to Chapter 38 of the Texas Civil Practices and Remedies Code.²⁶

V. PRAYER

For these reasons, Plaintiff Luxury Asset Capital, LLC requests that this Court grant this motion and sign an order granting Lux a summary judgment against Defendant F. Kenneth Bailey on its claim for breach of contract, award Plaintiff its actual and consequential damages incurred under the Contract, and award Plaintiff its attorney's fees incurred in this action. Plaintiff additionally requests this Court grant any further relief to which it is justly entitled.

Respectfully submitted,

BURFORD PERRY, LLP

By: /s/ Clyde J. "Jay" Jackson III

Clyde J. ("Jay") Jackson III

State Bar No.: 10502500

Erica E. M. Fauser

State Bar No.: 24105850

²⁴ Ex. 1 at ¶ 8; *see also* Ex. 2 at pp. 1, 3.

²⁵ Ex. 1 at ¶

²⁶ Ex. 5, Declaration of Clyde J. Jackson, III on attorney's fees.

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jackson@burfordperry.com
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THE ODOM LAW FIRM

By: /s/ Harold A. ("Al") Odom III
Harold A. ("Al") Odom III
State Bar No. 15201100
601 Sawyer Street, Suite 225
Houston, Texas 77007
Telephone: (713) 357-5153
aodom@aodmlawfirm.com

Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on October 13, 2023, a true and correct copy of this document was served in accordance with the Texas Rules of Civil Procedure on all parties of record by service via the court's electronic filing system and/or via CMRRR.

/s/ Erica E. M. Fauser

Erica E. M. Fauser

CAUSE NO. 2023-01356

LUXURY ASSET CAPITAL, LLC,	§	IN THE DISTRICT COURT
d/b/a LUX & LUX EXCHANGE	§	OF
	§	
Plaintiff,	§	
	§	HARRIS COUNTY,
v.	§	TEXAS
	§	
F. KENNETH BAILEY, JR.	§	
	§	
Defendant.	§	
		164th JUDICIAL DISTRICT

**UNSWORN DECLARATION OF DEWEY BURKE
IN SUPPORT OF PLAINTIFF'S TRADITIONAL MOTION FOR
SUMMARY JUDGMENT**

1. My name is Dewey Burke. I am over the age of eighteen and I am legally competent to make this Unsworn Declaration, which is true and correct and is based on my personal knowledge.
2. I am the founder and CEO of Luxury Asset Capital, LLC ("**Lux**"), the named Plaintiff in the above-styled and numbered lawsuit.
3. On September 11, 2018, the defendant, F. Kenneth Bailey ("**Bailey**") entered a contract with Lux ("the **Contract**"). A true and correct copy of the Contract is attached to Lux's Motion for Summary Judgment as Exhibit 2. Generally, pursuant to the Contract, Lux purchased two paintings from Bailey for \$750,000; the paintings are entitled *Les Prunes* and *In the Orchard* (collectively, the "**Artwork**").
4. Pursuant to the terms of the Contract, so long as Bailey paid \$15,000 per month to Lux, Bailey was entitled to maintain possession of the artwork, and was able to repurchase the artwork from Lux for the sum of \$765,000. However, if and when Bailey failed to make such payment to Lux, he was required to surrender possession of the

artwork to Lux and forfeit his right to repurchase the artwork from Lux.

5. As of July 12, 2022, Bailey stopped making the required monthly payments to Lux in the amount of \$15,000.00; Bailey also failed and refused to turn over the Artwork to Lux, and he breached the Contract.
6. From July 2022 through January 3, 2023, Bailey repeatedly represented to me and members of the Lux team that he would willingly return the Artwork to Lux and pay Lux its damages. Bailey agreed to give Lux possession of the Artwork on January 2, 2023, and again represented that he would pay Lux. Lux arranged for art handlers to transport and store the Artwork for January 2, 2023. However, on January 2, 2023, Bailey ignored my calls. Bailey refused to return the Artwork to Lux and pay Lux the fees due under the Contract.
7. On January 9, 2023, Lux initiated this action against Bailey based upon breach of contract, fraud, and negligent misrepresentation; by this suit, Lux seeks damages for the time Bailey has refused to turn over possession of the artwork to Lux, consequential damages, and Lux also seeks an order from the Court directing Bailey to return the artwork to Lux. Bailey has not filed an answer or any other pleading in this suit.
8. Lux is entitled to damages in the amount of \$165,000. This sum is calculated by multiplying the contractual monthly payment of \$15,000 by the number of months this payment is past due (11 months from July 12, 2022, the date Bailey's breach, to May 3, 2023, the date Lux executed its Writ of Sequestration granted by the Court).
9. Because of the history and value of the artwork, Lux hired a third party, Ty Art, to assist with securing the paintings, assessing their condition and damages, and storing the Artwork during the pendency of this suit. A true and correct copy of the invoices from Ty Art to Lux for these services is attached to Plaintiff's Motion for Summary Judgment as Exhibit 3. Lux is additionally entitled to the \$2,300.00 in fees incurred in securing and storing the Artwork during the pendency of this litigation.

10. Lux also is entitled to immediate possession of, and title to, the artwork per the terms of the Contract.

11. To pursue this action, Lux was required to hire counsel; retained the firm of Burford Perry LLP and Al Odom to represent its interest herein. Lux is seeking its attorney's fees for bringing this action.

My name is Dewey Burke, my date of birth is November 25, 1983, and my address is 4100 E. Mississippi Avenue, Denver, Colorado, 80246, and the United States of America. I declare under penalty of perjury that the foregoing is true and correct.

Executed in Denver County, State of Colorado, on the 12 day of October, 2023.



Declarant, Dewey Burke

Unofficial Copy Office of Maura Burgess District Clerk

Application #: 005188

Effective Date: 9/11/2018

Lux Exchange Contract for Purchase with Option to Repurchase



I. CLIENT INFORMATION

Client Name: F. Kenneth Bailey, Jr referred to herein as the "Seller", "I" or "you".

ID Type: Driver's License

ID Number: [REDACTED]

Gender: Male

State of Issue: Texas

Expiration Date: [REDACTED]/2023

Date of Birth: [REDACTED]/46

Address: 5555 San Felipe, Suite 900

City: Houston

State: Texas

Zip: 77056

Pursuant to Colorado Revised Statutes § 29-11.9-101, this is a "Contract for purchase" pursuant to which money will be advanced to you by Luxury Asset Capital LLC d/b/a Lux and Lux Exchange ("Lux") on the delivery of certain Tangible Personal Property described in Section II below, on the condition that the you can, for a Fixed Price and within a Fixed Time, to be no less than thirty (30) days, have the Option to cancel the Contract for purchase. Failure to make your payments as described in this document can result in the loss of your Tangible Personal Property. Lux can sell or keep the property if you have not made all payments by the times specified below.

II. Tangible Personal Property

TWO PAINTINGS:

(1) LES PRUNES, SIGNED AND DATED 1896, CANVAS : 38 X 24 IN. THIS CHARMING PAINTING REPRESENTS A YOUNG GIRL HOLDING A BASKET OF PLUMS: 'LES PRUNES'. SHE IS CALLED YVONNE, AND IS THE SUBJECT IN THE LE GOUTER ALSO. SHE LOOKS BASHFULLY OUT AT THE VIEWER WITH THE INNOCENCE AND SINCERITY OF YOUTH, POISED UPON A STEP WITH FOREST FOLIAGE BEYOND. THE DIFFERENT TEXTURES OF THE WICKER BASKET, THE SHINY RIPE FRUIT AND THE GIRL'S SILKEN DRESS HAVE BEEN BEAUTIFULLY OBSERVED. YVONNE LIVED IN THE VILLAGE OF LA ROCHELLE, SO THIS PAINTING IS PROBABLY SET IN THE SURROUNDING COUNTRYSIDE. APPRAISED AND INSURED VALUE = \$1,500,000

(2) IN THE ORCHARD, SIGNED AND INSCRIBED 'RIDGWAY KNIGHT PARIS', CANVAS: 29 1/8 X 24 1/8 IN /74 X 61.3CM. APPRAISED AND INSURED VALUE = \$600,000.

Original Purchase Price: **\$750,000.00**

III. DECLARATION OF OWNERSHIP

By answering the following questions, I, Seller, hereby certify that the article(s) described as Tangible Personal Property above have or has not been obtained by any illegal means and is/are my personal property. I, Seller, also hereby certify and warrant to Lux that I have good and marketable title to the Tangible Personal Property free and clear of all encumbrances if any kind and that I have legal right to sell the Pledged Goods as follows:

TWO PAINTINGS:

(1) LES PRUNES, SIGNED AND DATED 1896, CANVAS : 38 X 24 IN. THIS CHARMING PAINTING REPRESENTS A YOUNG GIRL HOLDING A BASKET OF PLUMS: 'LES PRUNES'. SHE IS CALLED YVONNE, AND IS THE SUBJECT IN THE LE GOUTER ALSO. SHE LOOKS BASHFULLY OUT AT THE VIEWER WITH THE INNOCENCE AND SINCERITY OF YOUTH, POISED UPON A STEP WITH FOREST FOLIAGE BEYOND. THE DIFFERENT TEXTURES OF THE WICKER BASKET, THE SHINY RIPE FRUIT AND THE GIRL'S SILKEN DRESS HAVE BEEN BEAUTIFULLY OBSERVED. YVONNE LIVED IN THE VILLAGE OF LA ROCHELLE, SO THIS PAINTING IS PROBABLY SET IN THE SURROUNDING COUNTRYSIDE. APPRAISED AND INSURED VALUE = \$1,500,000

(2) IN THE ORCHARD, SIGNED AND INSCRIBED 'RIDGWAY KNIGHT PARIS', CANVAS: 29 1/8 X 24 1/8 IN /74 X 61.3CM. APPRAISED AND INSURED VALUE = \$600,000.

Client Initials

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Is the item owned solely by you? Yes

How long have you, the Seller, owned the item? 16

2

Did you or someone else find the item, or did you purchase it or receive it as a gift? Purchased

If the item(s) was found, where did you find it? Richard Greene-London

IV. DISCLOSURES AND FINANCING TERMS**Important terms to understand:**

By choosing **OPTION A** below, **YOU CHOOSE TO SELL YOUR TANGIBLE PERSONAL PROPERTY AND HAVE AN OPTION TO CANCEL THE CONTRACT FOR PURCHASE AND REPURCHASE YOUR TANGIBLE PERSONAL PROPERTY, SUBJECT TO EXTENSION OF THE OPTION, FOR A FIXED PRICE.**

By choosing **OPTION B** below, **YOU CHOOSE TO SELL YOUR TANGIBLE PERSONAL PROPERTY WITH AN OPTION TO CANCEL THE CONTRACT FOR PURCHASE AND REPURCHASE YOUR TANGIBLE PERSONAL PROPERTY FOR A FIXED PRICE, AND YOU INTEND TO ENTER INTO A SERIES OF CONTRACTS FOR PURCHASE SUCH THAT THE MONTHLY FEE AND THE ORIGINAL PURCHASE PRICE ARE ADJUSTED ON A MONTHLY BASIS THROUGH PAYMENT OF THE MONTHLY FEE AND PARTIAL REPAYMENT OF THE ADJUSTED ORIGINAL PURCHASE PRICE EVERY 30 DAYS ("SCHEDULED CONTRACTS FOR PURCHASE").**

"Cancellation Deadline": You have no less than thirty (30) days to exercise your Option to cancel this Contract for purchase by paying the Fixed Price. Your deadline to exercise your Option to cancel the Contract for Purchase may be extended for additional thirty (30) day terms by paying the Monthly Fee. You acknowledge that, by paying the Monthly Fee on or before the Cancellation Deadline, your Cancellation Deadline will automatically extend an additional 30 days from the date of the prior deadline. Further paperwork is not required and this clause of the Disclosures and Sales Terms serve as the legal language to extend your Contract for purchase.

If you do not pay your Monthly Fee to Lux by the Cancellation Deadline, you cannot extend your Option to cancel your Contract for purchase for your Tangible Personal Property. However, Lux and you may agree to defer the Monthly Fee for up to 10 days after the Cancellation Deadline for a fee of up to \$25 (the "Deferment Fee") to be mutually agreed upon.

If you have entered into a Scheduled Contract for Purchase, you can enter into a new 30-day Contract for purchase by paying the Monthly Fee and the required portion of the Original Purchase Price by the Cancellation Deadline.

Grace Period: Lux provides a 15-day grace period following your Cancellation Deadline. A late fee equal to the Monthly Fee will be owed by you and collected by Lux should you choose to cancel the Contract for Purchase by paying the Fixed Price or extend the Option by paying the Monthly Fee. **You shall have no right to repurchase the Tangible Personal Property after the Cancellation Deadline and expiration of the Grace Period.**

Option means the Fixed Time and the Fixed Price agreed upon by us in which a Contract for Purchase may be, but does not have to be, cancelled by you.

Original Purchase Price means the amount you will receive from Lux for your Tangible Personal Property.

Fixed Price means the amount agreed upon to cancel a Contract for purchase during the Fixed Time. The Fixed Price shall not exceed one-fifth of the original purchase price for each month, plus the original purchase price. **This is amount you will have to pay Lux to get your Tangible Personal Property back.** This amount will be withdrawn from your account 30 days after the Effective Date listed herein, unless you extend the option for another 30 days. If you exercise your Option to cancel the Contract and repurchase your Tangible Personal Property, it will cost you \$ ~~765000.00~~. If you chose a Scheduled Contract for Purchase, this amount will be reduced each time a Principal Payment is made by you.

Repurchase Amount: This is total amount you will have to pay Lux to get your Tangible Personal Property back. This is the Original Purchase Price plus any unpaid Monthly Fee amounts. If you exercise your Option to cancel the Contract and repurchase your Tangible Personal Property, it will cost you \$ ~~765000.00~~.

Monthly Fee means the monthly fee you will be charged on your Contract for purchase. This amount shall not exceed one-fifth of the original purchase price for each month. The Monthly Fee for your Contract for purchase is set at 2.00% of the Original Purchase Price per month. If your Monthly Fee is not kept current, you acknowledge and agree that you forfeit all repurchase/contract cancellation rights and Lux will own all right, title, and interest in my Tangible Personal Property and my Option to Repurchase will be deemed void for ALL purposes.

Client Initials DS
KB

Application #: 005188

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Fixed Time means that period of time, to be no less than thirty days, for an option to cancel a contract for purchase. The fixed time under this Contract for purchase is 30 days. The Fixed Time can only be renewed with the agreement of both you and Lux and only for 30-day incremental periods as described above.

If you want to extend your option to cancel the Contract for purchase, it will cost you \$ 15000.00. for another 30 day period.

If you chose the Scheduled Contracts for Purchase, your monthly payments will be provided to you in a schedule. Those scheduled monthly payments will be comprised of the Monthly Fee and a partial repayment of the Original Purchase Price. Scheduled monthly payments will automatically create a new Contract for Purchase with an Option to Cancel with adjusted Purchase Prices and Fixed Fees.

Upon repurchase and only after the Repurchase Amount—ALL Monthly Fees and the Original Purchase Price—have been collected by Lux and those funds have cleared Lux’s bank, Lux will ship the Tangible Personal Property back to You within two (2) business days via FedEx to the address provided by you above. The items will be insured for the Original Purchase Price and will require a signature for delivery.

Rejection or Return of Funds: I understand that any rejection or return of payments will incur an additional charge of \$25 to cover the costs of collection and a NSF fee. The fee will be added to your scheduled ACH re-debit. If my payments are rejected more than once, then I agree to send certified funds for any charges I owe to the address below and I forfeit the ability to use Automatic Debits (ACH).

Luxury Asset Capital LLC
ATTN: Finance Dept.
4100 E Mississippi Ave, Suite 1850
Glendale, CO 80246

Choice of Law: This Contract for Purchase and all activities taking place in connection with it, including any ACH transactions or disputes, shall be governed by the laws of the state of Colorado, unless otherwise required by an applicable law or the NACHA Operating Rules.

OPTION A: I’D LIKE TO RECEIVE CASH FOR MY PROPERTY, UNDERSTANDING THAT I CAN UNWIND THE TRANSACTION BY REPAYING A FIXED PRICE WITHIN THE TIME DESCRIBED ABOVE.

OPTION B: I’D LIKE TO RECEIVE CASH FOR MY PROPERTY, UNDERSTANDING THAT I CAN UNWIND THE TRANSACTION BY REPAYING A FIXED PRICE WITHIN THE TIME DESCRIBED ABOVE, AND I’D LIKE TO ENTER INTO AN AGREEMENT THAT ALLOWS ME TO DO SO BY MAKING PRE-DETERMINED MONTHLY PAYMENTS.

I CHOOSE TO PAY THE MONTHLY FEE VIA AUTOMATIC DEBIT FROM MY BANK ACCOUNT AND HAVE COMPLETED THE AUTHORIZATION AGREEMENT FOR FUNDING AND AUTOMATIC DEBITS (ACH) AND HEREBY AUTHORIZE THE COMPANY TO MAKE AUTOMATIC DEBITS FROM MY BANK ACCOUNT ON THE TERMS AND CONDITIONS SET FORTH IN THE AUTHORIZATION AGREEMENT FOR FUNDING AND AUTOMATIC DEBITS (ACH) BELOW.

V. AUTHORIZATION AGREEMENT FOR FUNDING AND AUTOMATIC DEBITS (ACH)

Complete this Section only if you elect to pay your monthly payments via automatic debit from your bank account. Otherwise do not complete this section.

I authorize Luxury Asset Capital LLC (“Lux”) to initiate ACH CCD payments from the bank account listed below for the monthly fee agreed to in this Contract with the first payment taking place thirty (30) days after the date of this Contract, and all subsequent payments thereafter taking place on the same day each subsequent calendar month, or if such the date falls on a weekend or holiday, the next business day. I understand that funds may be withdrawn from my account on the same day as an electronic transaction.

This authorization will remain in effect until the earlier of the following:

- Five (5) days following the date on which I provide Lux with written notice that I am terminating this authorization; or
- The date upon which I exercise my Option to cancel the Contract by paying to Lux the Repurchase Amount.

I agree that terminating this authorization does not affect any of my other obligations or rights under the Contract.

Seller understands that because this is an electronic transaction, these funds may be withdrawn from Sellers' account as soon as the authorized periodic transaction dates.

If a payment is returned for Non-Sufficient Funds (NSF), I authorize Lux to: (a) attempt to process the charge again within 5 business days, and also debit an additional charge for each attempt returned NSF, which will be initiated as a separate transaction from the authorized recurring payment to cover the costs of collection and NSF fees.

Client Initials ^{DS} KB

Application #: 005188

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All payments made are provisional until Lux receives final settlement.

Check Box for type of transaction desired:

- One Time ACH Payment Authorization
- Recurring ACH Payment Authorizations

Agreement: ACH Authorization for Transactions

Please complete the information below: (all fields required)

Name* F. Kenneth Bailey, Jr Email Address* [REDACTED]
 Address* 5555 San Felipe, Suite 900 Cell Phone* [REDACTED] 2626
 City, State, Zip* Houston, Texas 77056

Exact Name on Bank Account* F. Kenneth Bailey Jr., P.C. Account Type: **Checking**

Bank Name* [REDACTED]

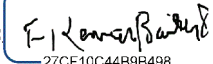
Bank Account Number* [REDACTED]

Bank Routing #* [REDACTED]

Bank City/State:* [REDACTED]

By providing my electronic signature below, I certify that:

- I have read, understood, and agree to be bound by the terms of this Contract for purchase and the TERMS OF USE ;
- I have read, understood, and acknowledge that I am subject to the PRIVACY POLICY ; and
- If I have elected to make ACH payments, I have the authority to approve ACH transactions and sign and agree to this Contract and that I authorize Lux to initiate the ACH payments from my bank account.

E-SIGNATURE:  DATE: 9/11/2018
DocuSigned by: 27CF10C44B9B498...
 NAME: F. Kenneth Bailey, Jr

Unofficial Copy Office of Matthew Burgess District Clerk

Client Initials 

TY ART, LLC
 museum quality art services
 1303 N. 1st Street
 Bellaire, TX 77401
 713-869-4044



Invoice

DATE	INVOICE #
9/13/23	28011

Bill To
 Luxury Asset Capital
 Chloe Kilburn
 110 West 40th Street, Ste. 605
 New York, N.Y. 10018

Unofficial Copy Office Of Malryn Burgess District Clerk

Description	Amount	Ref. Number
July, August, & September 2023: Art storage (\$225 per month) * Insurance coverage for items being stored at TYart are not covered by TYart. All items must remain on the owner's policy and it is the owner's responsibility to keep coverage on the items. Paying this invoice is confirmation that these terms are accepted.	675.00	
9-22-2023: Pulled two works from storage and released to Leah Bennett - Emma Amos "Window and Curtain" - Raymond Parker "Untitled"	150.00	
Total Due:		\$825.00

Tax ID # 20-0859211

TYart now accepts credit cards. (3% processing fee)
 Please call to pay invoice with credit card, or send check at your earliest convenience.

TY ART, LLC
 museum quality art services
 1303 N. 1st Street
 Bellaire, TX 77401
 713-869-4044

Invoice

DATE	INVOICE #
6/7/23	27571

Bill To
 Luxury Asset Capital
 Chloe Kilburn
 110 West 40th Street, Ste. 605
 New York, N.Y. 10018

Unofficial Copy Office of Marilyn Burgess District Clerk

Description	Amount	Ref. Number
5-22-2023: Cleaned the back of two works with conservation vacuum.	75.00	
June 2023: Storage for above two works * Insurance coverage for items being stored at TY art are not covered by TYart. All items must remain on the owner's policy and it is the owner's responsibility to keep coverage on the items. Paying this invoice is confirmation that these terms are accepted.	150.00	
Total Due:		\$225.00

Tax ID # 20-0859211

TYart now accepts credit cards. (3% processing fee)
 Please call to pay invoice with credit card, or send check at your earliest convenience.

TY ART, LLC
museum quality art services
1303 N. 1st Street
Bellaire, TX 77401
713-869-4044

Invoice

DATE	INVOICE #
5/19/23	27509

Bill To
Luxury Asset Capital
Chloe Kilburn
110 West 40th Street, Ste. 605
New York, N.Y. 10018

Ref. Number	
Description	Amount
Prepare condition reports for William Bouguerreau "Les Prunes" & Daniel Ridgway Knight "In the Orchard"	450.00
Total Due:	
\$450.00	

Unofficial Copy Office of Marilyn Burgess District Clerk

Tax ID # 20-0859211

TYart now accepts credit cards. (3% processing fee)
Please call to pay invoice with credit card, or send check at your earliest convenience.

TY ART, LLC
 museum quality art services
 1303 N. 1st Street
 Bellaire, TX 77401
 713-869-4044

Invoice

DATE	INVOICE #
5/5/23	27433

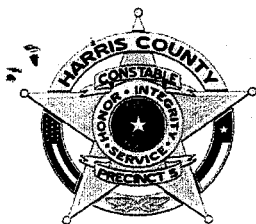
Bill To
 Luxury Asset Capital
 Chloe Kilburn
 110 West 40th Street, Ste. 605
 New York, N.Y. 10018

Description	Ref. Number
	Amount
5-3-2023: Drove to 56 Broad Oaks residence, de-installed two works, and returned works to TYart storage. Receive works inventory, and warehouse. - William Bouguereau "Les Prunes" - Daniel Ridgeway "Knight in the Orchard"	650.00
May 2023: Storage for above two works * Insurance coverage for items being stored at TYart are not covered by TYart. All items must remain on the owner's policy and it is the owner's responsibility to keep coverage on the items. Paying this invoice is confirmation that these terms are accepted.	150.00
We were asked not to do full condition reports until after the repleval period is up on May 15th. We can do them at that time and it will be billed separately.	
Total Due:	
\$800.00	

Unofficial Copy Office of Marilyn Burgess District Clerk

Tax ID # 20-0859211

TYart now accepts credit cards. (3% processing fee)
 Please call to pay invoice with credit card, or send check at your earliest convenience.



CONSTABLE TED HEAP HARRIS COUNTY PRECINCT 5

17423 Katy Freeway, Houston, TX 77094 281-492-3500

www.constablepct5.com

Exhibit

4

TY Art
1303 North First St
Bellaire, TX 77401
(713)869-4044

Date: May 15, 2023

10 Day CONSTABLE RELEASE

Reference: Docket #202301356, Tracking # 74151423

Writ of Sequestration

Luxury Asset Capital LLC (D/B/A Lux & Lux Exchange) (Plaintiff)

VS.

Bailey, F. Kenneth (JR) (Defendant)

- A. **Les Prunes, signed and dated 1896, canvas: 38 x 24 in. This charming painting represents a young girl holding a basket of plums: 'les prunes.' She is called Yvonne and is the subject in the le gouter also. She looks bashfully out at the viewer with the innocence and sincerity of youth, poised upon a step with forest foliage beyond. The different textures of the wicker basket, the shiny ripe fruit and the girl's silken dress have been beautifully observed. Yvonne lived in the village of la Rochelle, so this painting is probably set in the surrounding countryside. Appraised and insured value = \$1,500,000; and**
- B. **In the Orchard, signed and inscribed 'Ridway Knight Paris' canvas: 29 1/8 x 24 1/8 in /74 x 61.3cm. Appraised and insured value = \$600.000.**

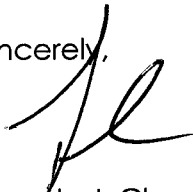
With regard to the above referenced cause of action, please be advised the defendant or debtor has not filed a replevy bond with the court within (10) ten days of property seizure.

Let this letter serve as notice for you to RELEASE the property seized under this writ, ONLY to the PLAINTIFF or their agent.

The above property can be released on **Monday, 5/15/2023 at 8AM.**

If you have any questions, please contact me as soon as possible. I can be reached at my desk phone: (832)927-6735, or the Civil / Writs main line: (832)927-6750.

Sincerely,



Deputy J. Chacon, 85W20
Civil & Writs Division

Unofficial Copy Office of Marilyn Burgess District Clerk



CAUSE NO. 2023-01356

LUXURY ASSET CAPITAL, LLC,	§	IN THE DISTRICT COURT OF
d/b/a LUX & LUX EXCHANGE	§	
	§	
Plaintiff,	§	HARRIS COUNTY, TEXAS
	§	
v.	§	
	§	
F. KENNETH BAILEY, JR.	§	
	§	
Defendant.	§	164th JUDICIAL DISTRICT

UNSWORN DECLARATION OF CLYDE J. JACKSON III

STATE OF TEXAS	§
	§
HARRIS COUNTY	§

BEFORE ME, the undersigned authority, on this day personally appeared, Clyde J. Jackson III, who under oath stated as follows:

1. My name is Clyde J. Jackson III. I am the attorney in charge for Luxury Asset Capital, LLC (“Lux”), the plaintiff in the above-styled suit. I am over 18 years of age, of sound mind, and capable of making this declaration. The facts stated in this declaration are within my personal knowledge and are true and correct.

2. I am an attorney with the firm of BURFORD PERRY, LLP, located at 909 Fannin Street, Suite 2630, Houston, Texas, 77010. I am licensed to practice law in the State of Texas. My Texas Bar Card Number is 1050200. I am in good standing and am not the subject of any disciplinary proceeding. I am familiar with the legal services necessary to prosecute, defend, and obtain judgment on claims for breach of contract and suits on promissory notes.

3. I have practiced law for more than 40 years. I was an honors graduate of the University of Texas in 1977 and graduated from the

University of Texas School of Law in 1980. I have been associated with various civil firms, including those specializing in personal injury law, for about 35 years, in addition to serving as an assistant district attorney in Harris County, Texas. I have been Board Certified in Personal Injury Trial Law since 1992. I have been admitted to the Fifth Circuit Court of Appeals and all federal districts in Texas. I have tried civil cases in federal and state court, and in multiple counties in Texas. Besides a docket of personal injury cases, I have handled commercial cases throughout the years, including cases for breach of contract and breach of promissory notes. I have served as Chair of the Federal Practice Committee of the Houston Bar Association and have served as Chair of the Discovery Subcommittee of the Court Rules Committee of the State Bar of Texas. Currently, I serve on the Pattern Jury Charges Oversight Committee of the State Bar of Texas. I am a frequent contributor to and speaker at various continuing legal education courses sponsored by the State Bar of Texas, most commonly providing the Texas Supreme Court Update. I have been voted a Texas Super Lawyer by my peers, as published in Texas Monthly Magazine, since 2012. A true and correct copy of my latest curriculum vitae setting forth my professional credentials is included as Attachment A.

3. Together with Erica Fauser, another attorney in this firm, I represent Lux, the plaintiff in this breach of a sales contract suit.

4. Ms. Fauser graduated from University of Illinois College of Law with honors, is a licensed attorney in the State of Texas, and has practiced law for approximately six years focusing upon commercial litigation and civil trial law. Erica has reasonably and necessarily spent approximately 138.6 hours on this case up to October 12, 2023 at a rate of \$325.00 per hour. In my opinion, her rate is a reasonable rate for similar work provided by an associate attorney with her training and experience. A true and correct copy of Erica's latest curriculum vitae setting forth her professional credentials is included as Attachment B.

5. Based upon evidence supplied by Lux, F. Kenneth Bailey, Jr. ("Bailey"), the defendant in this suit, has failed to make his required payments under a contract entitled "Lux Exchange Contract for Purchase with Option to Repurchase" (the "Contract"), and he has retained possession of certain artwork described in that contract which Lux owns.

6. I have personal knowledge of this case and the work performed. It was necessary for Lux to be represented by an attorney in this case in order to pursue its claims under the Contract and regain possession of its property. As the attorneys for Lux, Ms. Fauser and I have sent to Mr. Bailey a demand letter pursuant to TEX. CIV. PRAC. & REM. CODE, Ch. 38. Attached as Attachment D to this Declaration is a copy of the Chapter 38 Demand Letter that was sent to Bailey. I also have spoken to Mr. Bailey and heard his promise that he would turn over the artwork and pay Lux its damages due under the contract, we have drafted and filed the original petition, application for writ of sequestration to secure the artwork at issue in this suit, we have also engaged Harris County Precinct 5 to aid in the execution of the writ of sequestration upon this Court's granting of Lux's application for same. Attached as Exhibit 4 to Lux's Motion for Summary Judgment is a true and correct copy of the Harris County Precinct 5, 10-Day Constable Release received by my law firm from Harris County Precinct 5 indicating that the writ of sequestration had been executed. In addition, Ms. Fauser and I drafted and filed a motion for default judgment and an amendment thereof, with accompanying exhibits, as well as a motion for judgment nihil dicit with accompanying exhibits due to Bailey's failure or refusal to file an answer in this action.

7. I am a custodian of the records showing the services provided by this firm and the charges made to Lux for its claim under the Contract against Bailey, included herewith as Attachment C. I have examined the records kept and maintained by our firm in the regular course of its business and such records reflect certain transactions in the rendering of legal services in this matter. The entries on said records were regularly made at or near the time of the transaction, act or event recorded thereby, and it is a part of the regular course of business of our firm for an employee or a representative of our firm with personal knowledge of such transaction, act, or event to make such memoranda, and to record or transmit information pertaining thereto to be included in such memoranda or records. The records kept by our firm were kept in the regular course of business which pertains to the legal services rendered in this matter.

8. Up through October 12, 2023, Lux has incurred for this matter \$54,079.25 with this firm in reasonable and necessary attorneys' fees and expenses, pursuant to an attorney engagement agreement, as revealed by the invoices. A true and correct copy of the invoices is

attached as Attachment C.

9. The invoices included as Attachment C identify the persons providing the services, what services were provided, and the dates they were performed. The entries were made at or near the time the services were rendered, and the bills were kept in the ordinary course of business. In light of the issues involved in this case, this law firm has reasonably and necessarily expended through October 12, 2023 approximately 161.8 hours taking steps to resolve this matter, conducting legal research, drafting and filing pleadings and motions, contacting counsel, communicating with Lux, undertaking an investigation of the facts, preparing and filing the motion for a default judgment and request for a writ of sequestration, executing on the writ of sequestration, drafting and filing a motion for judgment nihil dicit, along with proposed orders for the Court to sign, and the drafting and filing of Lux's traditional motion for summary judgment and proposed order for the Court to sign.

10. On this case, there are two timekeepers with BURFORD PERRY LLP: namely, Ms. Fauser and myself; Ms. Fauser predominantly performed these tasks either with me or under my direct supervision.

11. Through October 12, 2023, I have reasonably and necessarily spent approximately 23.2 hours on this case. My hourly rate in this case is \$425. In my opinion, this rate is reasonable for similar legal services in Harris County, Texas for attorneys who have similar training and experience to mine.

12. I am familiar with the fees customarily charged by practicing attorneys in Harris County, Texas, in matters such as these. I am personally familiar with the hourly rates charged by other counsel of similar skill, experience, and training and who regularly practice in this area in Texas. The rates charged for my time and the time of Ms. Fauser are reasonable for the above-described services performed in this case.

13. I am also familiar with the factors considered in determining the reasonableness of attorney's fees, as listed in Rule 1.04 of the Texas Disciplinary Rules of Professional Conduct, State Bar Rules Art. X § 9, and as set forth in *Arthur Andersen v. Perry Equipment Corp.*, 945 S.W.2d 812, 819 (Tex. 1997). I am further familiar with the decision of the Texas Supreme Court in *Rohrmoos Venture v. UTSW DVA Healthcare, LLP*, 578 S.W.3d 469 (Tex. 2019). In my opinion, and after

considering the factors set forth in Rule 1.04 of the Texas Disciplinary Rules of Professional Conduct, State Bar Rules Art. X § 9, and in *Arthur Andersen*, the fees incurred by Plaintiff were reasonable and necessary. These legal fees reflect the reasonable and necessary services rendered by the attorneys and staff of BURFORD PERRY LLP for Lux.

14. Considering the attorney's fees customarily charged in Texas by practitioners of comparable skill, training, and experience as Plaintiff's counsel, in cases involving commercial contract disputes, and the *Andersen* factors referenced above, the hourly rates charged, the time incurred by timekeepers employed by BURFORD PERRY LLP, and the tasks performed are typical of the usual and customary rates charged for services in similar matters, are consistent with the hourly rates charged by practitioners of comparable experience, and were reasonable and necessary in this matter.

15. The total fees this firm charged to Lux in this case through October 12, 2023, to litigate this claim against defendant Bailey were \$53,375.00. In my opinion, these charges were reasonable and necessary based on the services that were rendered, the experience, reputation, and ability of the persons providing said services, and the type of controversy, time limitations imposed, and the nature of the firm's relationship with Lux.

16. In addition to attorney's fees, Lux has incurred out-of-pocket legal expenses to prosecute its claim against Bailey expenses in the amount of \$704.25 associated with enforcing the contract against him, including, but not limited to, filing Plaintiff's Original Petition, serving the petition and citation upon them, verifying whether defendant was actively serving in the military, and serving and executing the writ of sequestration. These expenses were reasonable and necessary.

17. It is therefore my opinion that the total charges of \$54,079.25 for attorney's fees and expenses incurred by Lux in this matter through October 12, 2023 are reasonable and necessary for legal services and expenses to pursue its claim: this figure is the sum of my firm's fees charged to Lux for its claim in this case against Bailey of \$53,375.00, plus the lawsuit expenses of \$704.25.

18. Lux also advanced a \$10,000 bond to the Court as required pursuant to this Court's signed order granting Lux's application for writ

of sequestration on March 29, 2023. Presuming the Court grants Lux's Traditional Motion for Summary Judgment, Lux will seek the release of the \$10,000 bond.

19. If Bailey appeals this judgment to the court of appeals, it is my opinion that Lux will incur \$35,000.00 in fees responding to such an appeal. If Lux were to have to respond to a petition for review to the Supreme Court of Texas, it would likely incur an additional \$10,000.00 in fees, in my opinion. In the event of the petition for review being granted, Lux would likely incur an additional \$20,000.00 in fees. These fees would be reasonable and necessary to respond to an appeal of this case to these levels.

My name is Clyde J. "Jay" Jackson III, my date of birth is November 21, 1955, and my address is 2 Houston Center, 909 Fannin Street, Suite 2630, Houston, Texas, 77010, and the United States of America. I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 13 day of October, 2023.



Declarant, Clyde J. Jackson III

Clyde James (“Jay”) Jackson III

BURFORD PERRY, LLP, Of Counsel
2 Houston Center
909 Fannin Street, Ste. 2630
Houston, Texas 77010
713-401-9790
jackson@burfordperry.com



Jay Jackson joined Burford Perry, LLP in March 2019. He brings over three decades of wide-ranging trial experience and has the knowledge to help clients with virtually any type of personal injury or commercial litigation case. Clients have come to know Jay Jackson for his dedication to his clients and special attention to each and every case. He makes every effort to help his clients by addressing their concerns and carefully undertaking innovative strategies to obtain the best possible resolution. In addition, Jay regularly communicates with his clients and keeps them informed about the progress of their cases.

After initial experience with commercial and oil and gas issues, Jay Jackson developed his specialty in personal injury cases at Schechter, Eisenman & Solar where he handled a large docket of wrongful death and personal injury cases, including motor vehicle collisions, products liability cases, premises liability claims, admiralty cases, and LHWCA claims. His work involved jury trials in Harris, Jefferson, Galveston, Nueces, and Webb counties, in both state and federal courts. After that, he continued in private practice specializing in personal injury cases, and he has been Board Certified in Personal Injury Trial Law by the Texas Board of Legal Specialization since 1992. In 1998, he began serving our community for three and one-half years in the Harris County District Attorney’s office prosecuting cases in felony and misdemeanor courts.

In 2002, Jay reentered private practice when he joined Abraham, Watkins, Nichols, Sorrels, Agosto & Aziz. During nearly seventeen years there, he focused his work on a wide variety of personal injury cases, including trucking cases, tire litigation, collision claims, railroad cases, maritime injuries, and medical malpractice suits. Jay also handled select commercial litigation, including business dissolution, real estate disputes, employment matters, fiduciary liability, and business indebtedness and funds owed.

Because of the depth of his experience, Jay Jackson is frequently asked to speak at legal seminars. He primarily reviews and analyzes recent rulings by the Texas Supreme Court and he annually publishes his Texas Supreme Court Update that lawyers value for its insightful analysis. He has been honored for his participation in Continuing Legal Education and writing by the State Bar of Texas. In addition, Jay Jackson has been selected to the Texas Super Lawyers by Thomson Reuters every year since 2012.

Bar Admissions

- State of Texas
- United States District Court for the Northern District of Texas
- United States District Court for the Eastern District of Texas
- United States District Court for the Southern District of Texas
- United States District Court for the Western District of Texas
- United States Court of Appeals for the Fifth Circuit

Certifications

- Board Certified in Personal Injury Trial Law by the Texas Board of Legal Specialization since 1992

Education

- The University of Texas School of Law, Austin, Texas
 - J.D.
- The University of Texas at Austin, Austin, Texas
 - B.A. Graduated Cum Laude

Professional Associations

- Course Director:
 - State Bar of Texas: Advanced Evidence and Discovery Course, 2018
 - State Bar of Texas: Prosecuting or Defending a Trucking or Auto Accident Case, 2017
 - State Bar of Texas: Advanced Civil Trial Course, 2016
 - State Bar of Texas: Handling Your First (or Next) Wrongful Death Case, 2015
 - State Bar of Texas: Advanced Personal Injury Law Course, 2011

- Planning Committees:
 - State Bar of Texas: Advanced Personal Injury Law Course, 2023, 2016, 2015, 2014, and 2012
 - State Bar of Texas: Advanced Evidence and Discovery Course, 2020, 2014, and 2013
 - State Bar of Texas: Prosecuting or Defending a Trucking or Auto Accident Case, 2018, 2010, 2008, and 2007
 - State Bar of Texas: Advanced Civil Trial Course, 2018
 - Texas Bar College: Summer School, 2017
 - State Bar of Texas: Handling Your First (or Next) Auto Collision Case, 2014
- Standing Committees:
 - Member, Pattern Jury Charges Oversight Committee, State Bar of Texas
 - Past-Member, Court Rules Committee: State Bar of Texas
 - Past-Chair, Federal Practice Committee: Houston Bar Association
- City of Houston, Police Officers' Civil Service Commission, Commissioner, 2006–2009
- University of Houston, Adjunct Professor, 2015

Awards

- Texas Super Lawyers by Thomson Reuters (2012–2023)
- Franklin Jones, Jr. CLE Article Award: Texas Supreme Court Update (2014)
- State Bar of Texas, Outstanding Ovation Award (2011)

Past Employment Positions

- Abraham, Watkins, Nichols, Sorrels, Agosto & Aziz, Lawyer (2002–2019)
- Harris County District Attorney's Office, Prosecutor (1998–2002)
- Law Offices of Clyde J. Jackson III and Powel & Jackson, Partner (1987–1997)
- Schechter, Eisenman & Solar, Lawyer (1983–1987)

Speaking Engagements and Publications

- Summary Judgment Development and Strategies, State Bar of Texas: Advanced Trial Strategies, 2023
- Supreme Court Update, State Bar of Texas: Advanced Personal Injury Law Course, 2022
- Summary Judgment Development and Strategies, State Bar of Texas: Advanced Trial Strategies, 2022
- Supreme Court Update, Texas Trial Lawyers Association: Annual Conference and CLE Seminar, 2021
- Supreme Court Update—Panel Discussion, State Bar of Texas: Advanced Civil Trial Course, 2021
- Original Mandamus Jurisdiction in the Texas Supreme Court, Texas Supreme Court: History & Current Practice, 2021
- Rare Earth: Original Mandamus Jurisdiction in the Texas Supreme Court, State Bar of Texas: Texas Supreme Court: History & Current Practice, 2021
- Supreme Court Update, State Bar of Texas: Advanced Trial Strategies: Justice During the Pandemic: What is Working & How Well?, 2021
- Supreme Court and Fifth Circuit Update, State Bar of Texas: Soaking Up Some CLE: A South Texas Litigation Course, 2020
- Post-Judgment Discovery and TUFTA, State Bar of Texas: Advanced Evidence and Discovery, 2020
- Supreme Court Update, State Bar of Texas: Advanced Personal Injury Law Course, 2019

- Supreme Court Update, State Bar of Texas: Texas Bar College Summer School, 2019
- Supreme Court Update, State Bar of Texas: Advanced Evidence and Discovery, 2019
- Supreme Court Update, State Bar of Texas: 35th Annual Litigation Update Institute, 2019
- Supreme Court Update, State Bar of Texas: Prosecuting or Defending a Trucking or Auto Accident Case, 2018
- Supreme Court Update, State Bar of Texas: Advanced Personal Injury Law Course, 2018
- Supreme Court Update, State Bar of Texas: Advanced Civil Trial Course, 2018
- Supreme Court Update, State Bar of Texas: Texas Bar College Summer School, 2018
- Supreme Court Update, State Bar of Texas: Advanced Evidence and Discovery Course, 2018
- Supreme Court Update, State Bar of Texas: Advanced Personal Injury Law Course, 2017
- Supreme Court Update, State Bar of Texas: Texas Bar College Summer School, 2017
- Discovery Update, State Bar of Texas: Advanced Evidence and Discovery Course, 2017
- Supreme Court Cases Important to Trial Lawyers, State Bar of Texas: Texas Bar College Summer School, 2016
- Supreme Court Update, State Bar of Texas: Advanced Personal Injury Law Course, 2016
- Supreme Court Update, State Bar of Texas: Advanced Evidence and Discovery Course, 2016
- Supreme Court Cases Important to Trial Lawyers—Panel Presentation, State Bar of Texas: Advanced Trial Strategies, 2016
- Getting the Charge Right & Charge Error Preservation, State Bar of Texas: Advanced Civil Trial Course, 2015

- Supreme Court Update, State Bar of Texas: Prosecuting or Defending a Trucking or Auto Accident Case, 2015
- Supreme Court Update, State Bar of Texas: Advanced Personal Injury Law Course, 2015
- What Trial Lawyers Can Learn from Supreme Court Opinions, State Bar of Texas: History of Texas & Supreme Court Jurisprudence, 2015
- Supreme Court Update, State Bar of Texas: Advanced Evidence and Discovery Course, 2015
- Evidence 101, State Bar of Texas: Handling Your First (or Next) Auto Collision Case, 2014
- How to Avoid Being Sued, or What to Do When It's Too Late, Houston Bar Association: Animal Law Section, 2014
- Supreme Court Update, State Bar of Texas: Advanced Personal Injury Law Course, 2014
- Supreme Court Update, Harris County Democratic Lawyers' Association, 2014
- Enforcing Settlement Agreements, Harris County Judicial Education Conference, 2014
- Supreme Court Update, State Bar of Texas: Advanced Evidence and Discovery Course, 2014
- Real Estate and the Law—Plaintiff's Perspective, Jones Graduate School of Business, Rice University, 2014
- Supreme Court Update, State Bar of Texas: Advanced Evidence and Discovery Course, 2013
- Liability Issues for Rescue Organizations, Houston Bar Association: Animal Law Section, 2013
- Experts, Daubert, and the Texas Supreme Court, State Bar of Texas: Prosecuting or Defending a Trucking or Auto Accident Case, 2013
- Getting the Charge Right & Charge Error Preservation, University of Texas, Page Keeton Civil Litigation Conference, 2013
- Getting the Charge Right & Charge Error Preservation, State Bar of Texas: Advanced Civil Appellate Practice Course, 2013

- Getting the Charge Right, State Bar of Texas: Webinar, 2013
- Presenting and Defending a Trucking Case , State Bar of Texas: Webinar, 2013
- Jury Charge: Demonstration of a Charge Conference, State Bar of Texas: Advanced Civil Trial Course, 2013
- Real Estate and the Law—Plaintiff's Perspective, Jones Graduate School of Business, Rice University, 2013
- Civil Liability Exposure for the Nonprofit, Houston Bar Association: Animal Law Section, 2012
- Supreme Court Update, State Bar of Texas: Advanced Personal Injury Law Course, 2012
- Legal Risk: Real Estate and the Law—Plaintiff's Perspective, Management 660: Jones Graduate School of Business, Rice University, 2012
- Liability Issues and Civil / Criminal Exposure, Houston Bar Association: Animal Law Section, 2011
- Supreme Court Update, State Bar of Texas: Advanced Personal Injury Law Course, 2011
- Supreme Court Update, Houston Bar Association: Litigation Section, 2010
- Supreme Court Update, State Bar of Texas: Prosecuting or Defending a Trucking or Auto Accident Case, 2010
- Supreme Court Update—Procedure, State Bar of Texas: Prosecuting or Defending a Trucking or Auto Accident Case, 2008
- Supreme Court Update—Procedure, State Bar of Texas: Prosecuting or Defending a Trucking or Auto Accident Case, 2007
- Earning, Collecting & Keeping Attorney's Fees, Harris County Criminal Lawyers' Association, 2007
- DWI in the Twenty-First Century—Prosecution View, Houston Bar Association, 2003
- Procedure Update—State, South Texas College of Law: Advanced Civil Trial Law, 1995
- Procedure Update—State, South Texas College of Law: Advanced Civil Trial Law, 1994



ERICA ELECTA MARIE FAUSER

Phone: +1(832)788-4263
Email: erica.fauser@gmail.com

ADMISSIONS & MEMBERSHIPS

- State Bar of Texas
- State Bar of Illinois
- United States District Courts for the Northern, Southern, & Eastern Districts of Texas
- United States District Court for the Northern District of Illinois
- Houston Young Lawyers' Association (HYLA); Houston Bar Association (HBA); Association of Women Attorneys (AWA)

LEGAL EDUCATION

University of Illinois College of Law, Urbana-Champaign, Illinois May 2016

Juris Doctor, cum laude & pro bono distinction (3.26/4.0)

- Willem C. Vis International Commercial Arbitration Moot Court – Competitor (2014-2015) & Editor-in-Chief (2015-2016)
- The Frederick Douglass & Thurgood Marshall Moot Court Competition – Competitor & Editor (2014-2016)
- Black Law Students' Association, President (2014-2015)
- International Law Society, President (2014-2015)

Vrije Universiteit, (Free University of Amsterdam), Amsterdam, Netherlands Aug. 2015-Jan. 2016

- Semester exchange program with focus in international commercial law

UNDERGRADUATE EDUCATION

University of Houston, Honors College, Houston, Texas May 2012

B.A. History & B.A. Political Science, magna cum laude & University Honors (3.65/4.0)

- *Arête Award* (Awarded to top honors students for scholarship, leadership, & service)

PROFESSIONAL EXPERIENCE

Burford Perry, LLP (Houston, TX) Associate Attorney, Commercial Litigation Nov. 2021 - Present

- Research & write legal memoranda, motions & appellate briefs analyzing complex legal issues involving business disputes, labor & employment, trade secret, energy & real estate litigation in trial court, appellate court, and alternative dispute resolution
- Draft & respond to written discovery; address discovery disputes; take & defend depositions of parties, non-parties, corporate representatives, and experts
- Handle court appearances for case related hearings in both state & federal court

McDowell Hetherington, LLP (Houston, TX) Associate Attorney, Civil & Commercial Litigation Feb. 2019-Sept. 2021

- Lead associate responsible for management & bad faith risk analysis of 300+ property & casualty insurance claims arising out of natural disaster litigation; attend mediations & successfully negotiate favorable settlements for clients; Responsible for management of real estate litigation docket involving landlord-tenant disputes in Houston
- Draft motions and legal memoranda, discovery, and take and defend depositions

The Johnson Law Group (Houston, TX) Attorney, Mass Torts & Product Liability Litigation Sept. 2017-Feb. 2019

- Defend depositions; responsible for management & decision-making of 1700+ cases in product liability docket
- Draft & file pleadings, motions, demands & correspondence to clients; respond to discovery requests

Berry, Appleman, & Leiden, LLP (Houston, TX) Law Clerk, Corporate Immigration Jan. 2017-June 2017

- Prepare H-1B, H-3, & L-1 non-immigrant visas, EB-1 Multinational Manager immigrant visas, & LCAs; communicate with clients in the software & energy industry to secure desired talent; advise clients on developing immigration issues

John Phipps Law Offices, P.C. (Champaign, IL) Law Clerk, Civil Litigation Summer-Fall 2016

- Draft pleadings & petitions; organize & respond to discovery; write memoranda analyzing real estate, probate, & family law

Sedgwick LLP (Chicago, IL) Summer Associate, Insurance Defense Litigation Summer 2015

- Assist partner in research & writing of paper presented at ABA conference analyzing issues arising in insurance coverage litigation & liability in police misconduct cases with special focus on Ferguson, MO; Research & write legal memoranda

Open Society Foundation: Justice Initiative (New York, NY) Advocacy Intern, Judicial Transparency Summer 2015

- Develop advocacy strategies involving international human rights with focus on strengthening judicial transparency of regional human rights bodies before UN Panel; write memoranda analyzing international human rights & immigration law

Kobe Steel: Legal Department (Tokyo, JP) Global Fellow, In-House Counsel Summer 2014

- Redesign corporate anti-trust compliance policy with attention to compatibility with US & EU anti-trust law
- Draft provisions in supply, shareholding, joint venture, tolling, & merger agreements for client contracts; write memoranda analyzing potential downstream issues within contract drafts; perform due diligence reviews; advise business sector of risks

U.N. Women (Cairo, EG) Legal Intern June 2012-Feb. 2013

- Research & draft grant proposals; design advocacy strategies raising awareness of women's rights issues in the region

LANGUAGES

- Spanish – reading, writing, & conversational; Elementary Arabic, Egyptian dialect – conversational

Burford Perry, LLP
Client Ledger Report
 All Dates



1174-001-Luxury Asset Capital, LLC-Claims to be filed against Kenneth Bailey relating to Luxury Asset Capital, LLC

Date	Entry Type	Details	Amount	Invoice#	Invoice Amount	Operating (General) Trust
11/07/2022	Time	Communicate with Jay Jackson and discuss case and background; review contract and summarize key provisions in preparation for call with potential client. Erica E. Fauser 1.00 x \$325.00	\$325.00	6219		
11/08/2022	Time	Participate in call with client; communicate in-firm regarding case and issues. Erica E. Fauser 0.40 x \$325.00	\$130.00	6219		
11/08/2022	Time	Luxury Asset Capital, Brian Cormick contact Jay Jackson 2.40 x \$425.00	\$1,020.00	6219		
11/21/2022	Time	Discuss demand letter in firm with Jay Jackson and draft same. Erica E. Fauser 1.80 x \$325.00	\$585.00	6219		
11/21/2022	Time	Discuss with Erica Fauser the demand letters to the defendant Jay Jackson 0.20 x \$425.00	\$85.00	6219		
11/22/2022	Time	Finish drafting demand letter and discuss same in firm; revise demand letter pursuant to comments from Jay Jackson and finalize and prepare for mailing. Erica E. Fauser 1.20 x \$325.00	\$390.00	6219		
11/22/2022	Time	Review of demand letter Jay Jackson 0.30 x \$425.00	\$127.50	6219		
11/30/2022	Time	Discuss case and response from Kenneth Bailey in firm with attention to developing strategy. Erica E. Fauser 0.40 x \$325.00	\$130.00	6219		

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Date	Entry Type	Details	Amount	Invoice#	Invoice Amount	Operating (General)	Trust
11/30/2022	Time	Call from Ken Bailey; discussion with Erica Fauser about status Jay Jackson 0.60 x \$425.00	\$255.00	6219			
11/30/2022	Time	Draft engagement letter. Erica E. Fauser 0.60 x \$325.00	\$195.00	6219			
12/09/2022	Time	Telephone call and email to Ken Bailey; investigation search of Kenneth Bailey; call from Kenneth Bailey; email to Brian Cormick Jay Jackson 0.80 x \$425.00	\$340.00	6219			
12/12/2022	Time	Discuss case status and strategy in-firm with attention to drafting petition for writ of sequestration and original petition; review laws and rules governing same. Erica E. Fauser 0.90 x \$325.00	\$292.50	6219			
12/13/2022	Time	Communicate in-firm regarding petition for writ of sequestration and attachment and rules governing same; communicate with client regarding status of negotiations with Ken Bailey; begin drafting original petition and petition for writ fo sequestration. Erica E. Fauser 4.40 x \$325.00	\$1,430.00	6219			
12/13/2022	Time	Email about pretrial remedy; call to debtor Jay Jackson 0.70 x \$425.00	\$297.50	6219			
12/15/2022	Time	Finalize original petition and petition for writ of sequestration and communicate in-firm regarding same. Erica E. Fauser 1.80 x \$325.00	\$585.00	6219			
12/15/2022	Time	Luxury Assets case status and strategy	\$127.50	6219			

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Date	Entry Type	Details	Amount	Invoice#	Invoice Amount	Operating (General) Trust
		Jay Jackson 0.30 x \$425.00				
12/16/2022	Time	Communicate in-firm regarding addresses for service of Kenneth Bailey (defendant), original petition, and petition for writ of sequestration and revise and finalize same; communicate with client regarding litigation strategy. Erica E. Fauser 0.90 x \$325.00	\$292.50	6219		
12/16/2022	Time	Verify home and work address for defendant; review communication with client; locate PI in case we need assistance serving the writ of sequestration Jay Jackson 0.40 x \$425.00	\$170.00	6219		
12/19/2022	Time	Go by to observe the office of the debtor, and his house [No Charge] Jay Jackson 0.60 x \$425.00	\$0.00	6219		
12/19/2022	Time	Go by the location of the law office of the debtor [No Charge] Jay Jackson 0.10 x \$425.00	\$0.00	6219		
12/19/2022	Time	Review and respond to email from Brian Cormick with Brian and Erica Fauser; review and compose response to email from Dwey Burke Jay Jackson 0.40 x \$425.00	\$170.00	6219		
12/19/2022	Time	Attention to emails from client; discuss same in-firm with attention to litigation strategy; call with client to address questions relating to original petition and petition for writ of sequestration. Erica E. Fauser 1.30 x \$325.00	\$422.50	6219		
12/20/2022	Time	Review email thread with Dewey	\$127.50	6219		

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Date	Entry Type	Details	Amount	Invoice#	Invoice Amount	Operating (General)	Trust
		Burke and Erica Fauser; email from and to Dewey Burke about recovery of painting; search for art storage Jay Jackson 0.30 x \$425.00					
12/20/2022	Time	Send email reporting yesterday's investigation of Ken Bailey's location [No Charge] Jay Jackson 0.40 x \$425.00	\$0.00	6219			
12/20/2022	Time	Research into moving and storage of fine art [No Charge] Jay Jackson 0.30 x \$425.00	\$0.00	6219			
12/21/2022	Time	Attention to email from client and communicate response. Erica E. Fauser 0.40 x \$325.00	\$130.00	6219			
12/21/2022	Time	Email review about receipt of the paintings; work on facilities to perform moving and storage of fine art Jay Jackson 0.30 x \$425.00	\$127.50	6219			
01/03/2023	Time	Discuss case status in-firm with Jay Jackson regarding the retrieval of the paintings. Erica E. Fauser 0.10 x \$325.00	\$32.50	6317			
01/03/2023	Time	Receive email about Kenneth Bailey; send email to Luxury Assets about whether it received contact from Kenneth Bailey; email from and to Dewey Burke Jay Jackson 0.10 x \$425.00	\$42.50	6317			
01/05/2023	Time	Receive and reply to email from Dewey Burke [No Charge] Jay Jackson 0.10 x \$425.00	\$0.00	6317			
01/05/2023	Time	Attention to email from client;	\$32.50	6317			

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Date	Entry Type	Details	Amount	Invoice#	Invoice Amount	Operating (General)	Trust
		discuss case strategy in-firm. Erica E. Fauser 0.10 x \$325.00					
01/09/2023	Time	Draft and revise petition and application for writ of sequestration and prepare for filing; begin drafting affidavit in support of writ, proposed order granting application; proposed bond, and notice of submission and discuss same in-firm. Erica E. Fauser 3.50 x \$325.00	\$1,137.50	6317			
01/09/2023	Time	Emails regarding compliance by Ken Bailey Jay Jackson 0.10 x \$425.00	\$42.50	6317			
01/10/2023	Time	Revise and finalize petition and application for writ of sequestration and prepare for filing; continue drafting affidavit in support of writ, proposed order granting application; proposed bond, and notice of submission and discuss same in-firm. Erica E. Fauser 4.20 x \$325.00	\$1,365.00	6317			
01/11/2023	Time	Attention to communications from court and client and communicate responses; contact court regarding submission docket and revise and finalize notice of submission. Erica E. Fauser 1.40 x \$325.00	\$455.00	6317			
01/11/2023	Time	Monitor status of sequestration and emails related to same [No Charge] Jay Jackson 0.10 x \$425.00	\$0.00	6317			
01/11/2023	Time	Legal research concerning ex party request for a Writ of Sequestration supported by an Unsworn Declaration Jay Jackson 0.50 x \$425.00	\$212.50	6317			

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Date	Entry Type	Details	Amount	Invoice#	Invoice Amount	Operating (General)	Trust
01/12/2023	Time	Attention to emails from client and communicate response; communicate in-firm regarding strategy and necessity of emergency hearing before ancillary judge. Erica E. Fauser 1.30 x \$325.00	\$422.50	6317			
01/12/2023	Time	Email about requesting an emergency hearing Jay Jackson 0.10 x \$425.00	\$42.50	6317			
01/16/2023	Hard Cost	Court cost Vendor: TXFILE, fee for e-filing Plaintiff's Original Petition Erica E. Fauser	\$368.35	6317			
01/24/2023	Time	Review online docket for ruling on application for writ of sequestration and reach out to court clerk regarding same. Erica E. Fauser 0.10 x \$325.00	\$32.50	6317			
01/25/2023	Time	Communicate with court regarding status of order on application for writ of sequestration; communicate with client and within firm regarding status of same. Erica E. Fauser 0.70 x \$325.00	\$227.50	6317			
01/26/2023	Time	Review online docket for ruling on application for writ of sequestration; discuss status of order on application for writ of sequestration in firm with attention to strategy. Erica E. Fauser 0.40 x \$325.00	\$130.00	6317			
01/27/2023	Time	Communicate with court regarding status of order on writ of sequestration; communicate within firm regarding same with attention to strategy. Erica E. Fauser 0.40 x \$325.00	\$130.00	6317			
01/31/2023	Time	Communicate with court clerk and	\$130.00	6317			

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Date	Entry Type	Details	Amount	Invoice#	Invoice Amount	Operating (General)	Trust
01/31/2023	Time	<p>coordinator regarding status of order; communicate in-firm regarding same. Erica E. Fauser 0.40 x \$325.00</p> <p>Discuss status in trial court and options to get a ruling; review email thread; email to client about addressing the status of the writ of sequestration in the Court Jay Jackson 0.10 x \$425.00</p>	\$42.50	6317			
02/01/2023	Hard Cost	<p>Citation Vendor: EasyServe, fee for Citation, Plaintiffs Original Petition on F. Kenneth Bailey, Jr. (Inv. 30467601) Jay Jackson</p>	\$106.90	6373			
02/09/2023	Time	<p>Review Order from Court; review Answer deadline for the Defendant; reach out to potential local counsel; call with Ben Hall; call with Al Odom Jay Jackson 0.70 x \$425.00</p>	\$297.50	6373			
02/09/2023	Time	<p>Attention to email from client; communicate with court regarding status of order on application for writ of sequestration; discuss same in-firm with attention to developing strategy; communicate with client regarding strategy; draft disclosure shells and send to client for review along with filings to date. Erica E. Fauser 1.70 x \$325.00</p>	\$552.50	6373			
02/13/2023	Time	<p>Discuss and provide pleadings for an Interlocutory Default Judgment Jay Jackson 0.30 x \$425.00</p>	\$127.50	6373			
02/13/2023	Time	<p>Attention to defendant's answer date and communicate in-firm regarding strategy for securing default judgment.</p>	\$130.00	6373			

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02/14/2023	Time	Erica E. Fauser 0.40 x \$325.00	\$1,040.00	6373			
02/14/2023	Time	Draft motion for interlocutory judgment and supporting documents; communicate in-firm regarding strategy for default judgment; review court's local rules and procedures with attention to default judgment. Erica E. Fauser 3.20 x \$325.00	\$42.50	6373			
02/14/2023	Time	Strategy concerning Motion for Default Judgment Jay Jackson 0.10 x \$425.00	\$1,072.50	6373			
02/15/2023	Time	Communicate with court regarding procedures for default judgment and secure hearing date; revise motion for default judgment pursuant to Jay Jackson's comments; draft motion for writ of sequestration. Erica E. Fauser 3.30 x \$325.00	\$637.50	6373			
02/15/2023	Time	Work on Motion for Default Judgment Jay Jackson 1.50 x \$425.00	\$585.00	6373			
02/16/2023	Time	Revise motion for writ of sequestration and proposed order with attention to comments from Jay Jackson; communicate in-firm regarding retention of AI Odom and strategy; communicate case updates to client. Erica E. Fauser 1.80 x \$325.00	\$297.50	6373			
02/16/2023	Time	Edit Writ of Sequestration for filing Jay Jackson 0.70 x \$425.00	\$85.00	6373			
02/17/2023	Time	Call to AI Odom, 281-546-6139; discussion of status, retainer, and fee					

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Date	Entry Type	Details	Amount	Invoice#	Invoice Amount	Operating (General)	Trust
02/20/2023	Time	Jay Jackson 0.20 x \$425.00 Discuss strategy in-firm regarding hearing date on motion for writ of sequestration; revise motion and convert to amended application pursuant to court clerk comments. Erica E. Fauser 0.50 x \$325.00	\$162.50	6373			
02/24/2023	Time	Communicate in-firm regarding strategy for default judgment hearing and retention of AI Odom; communicate with client regarding same. Erica E. Fauser 0.60 x \$325.00	\$195.00	6373			
02/27/2023	Time	Attention to emails from client regarding retention of AI Odom and strategy for default judgment hearing; communicate in-firm regarding same. Erica E. Fauser 0.30 x \$325.00	\$97.50	6373			
02/27/2023	Time	Email to client about damages we seek in the lawsuit Jay Jackson 0.10 x \$425.00	\$42.50	6373			
03/01/2023	Time	Contact AI Odom Jay Jackson 0.20 x \$425.00	\$85.00	6427			
03/02/2023	Time	Discuss litigation strategy in-firm regarding amending motion for default judgment and retention of AI Odom. Erica E. Fauser 0.50 x \$325.00	\$162.50	6427			
03/02/2023	Time	Text exchange with AI Odom to set up a conference call; call with AI Odom Jay Jackson 0.30 x \$425.00	\$127.50	6427			

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Date	Entry Type	Details	Amount	Invoice#	Invoice Amount	Operating (General)	Trust
03/03/2023	Time	Communicate in firm regarding retention of AI Odom and compile necessary documents to send to him for preparation of suit; draft amended motion for final default judgment with attention to damages; draft affidavit in support of damages; review and analyze supportive law for default judgment. Erica E. Fauser 4.00 x \$325.00	\$1,300.00	6427			
03/03/2023	Time	Discussion with AI Odom Jay Jackson 0.50 x \$425.00	\$212.50	6427			
03/06/2023	Time	Draft affidavits in support of attorney's fees in preparation for default judgment hearing. Erica E. Fauser 2.10 x \$325.00	\$682.50	6427			
03/07/2023	Time	Receive and send email about AI Odom's engagement Jay Jackson 0.10 x \$425.00	\$42.50	6427			
03/08/2023	Time	Revise amended motion for default affidavit on damages, and affidavits on attorneys' fees pursuant to comments from Jay Jackson; communicate with client regarding same; discuss hearing strategy in-firm. Erica E. Fauser 4.60 x \$325.00	\$1,495.00	6427			
03/08/2023	Time	Work on Amended Default Judgment, and Unsworn Declarations Jay Jackson 0.90 x \$425.00	\$382.50	6427			
03/09/2023	Time	Call with AI Odom regarding case updates and strategy; draft expedited motion for emergency hearing; finalize motion and prepare for filing. Erica E. Fauser 2.80 x \$325.00	\$910.00	6427			

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Date	Entry Type	Details	Amount	Invoice#	Invoice Amount	Operating (General)	Trust
03/09/2023	Time	Review filings seeking an emergency hearing on the Motion for Writ of Sequestration [No Charge] Jay Jackson 0.30 x \$425.00	\$0.00	6427			
03/10/2023	Time	Communicate in-firm and with co-counsel regarding acceptance of filing and hearing strategy. Erica E. Fauser 0.60 x \$325.00	\$195.00	6427			
03/10/2023	Time	Email thread re: upcoming hearings [No Charge] Jay Jackson 0.10 x \$425.00	\$0.00	6427			
03/13/2023	Time	Attention to communications from court and from co-counsel; communicate with court and with co-counsel regarding resetting of hearing dates by court; draft amended notices of hearing; discuss hearing strategy with co-counsel and in-firm. Erica E. Fauser 1.90 x \$325.00	\$617.50	6427			
03/13/2023	Time	Review email thread about resetting of motion Jay Jackson 0.10 x \$425.00	\$42.50	6427			
03/20/2023	Time	Attention to communication from court regarding hearing on motion for default judgment. Erica E. Fauser 0.10 x \$325.00	\$32.50	6427			
03/21/2023	Time	Call with Ken Bailey regarding hearing on application for writ of sequestration; communicate in firm, with co-counsel Al Odom, and with client regarding same. Erica E. Fauser 0.60 x \$325.00	\$195.00	6427			

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Date	Entry Type	Details	Amount	Invoice#	Invoice Amount	Operating (General)	Trust
03/22/2023	Time	Review email thread about call from the debtor to Erica Fauser [No Charge] Jay Jackson 0.10 x \$425.00	\$0.00	6427			
03/24/2023	Time	Communicate in-firm regarding strategy for hearing on application for writ of sequestration. Erica E. Fauser 0.20 x \$325.00	\$65.00	6427			
03/27/2023	Time	Communicate with Al Odom regarding hearing strategy; attention to communications from court regarding hearing; draft and file amended notice of hearing; begin preparing for hearing on application for writ of sequestration. Erica E. Fauser 1.10 x \$325.00	\$357.50	6427			
03/28/2023	Time	Prepare for hearing on application for writ of sequestration. Erica E. Fauser 2.30 x \$325.00	\$747.50	6427			
03/29/2023	Time	Appear at hearing on application for writ of sequestration and secure writ; communicate in-firm and with client regarding outcome of same. Erica E. Fauser 1.80 x \$325.00	\$585.00	6427			
03/29/2023	Time	Review numerous emails about the court's resetting of the hearing [No Charge] Jay Jackson 0.10 x \$425.00	\$42.50	6427			
03/30/2023	Time	Attention to strategy for hearing on motion for default judgment and for execution of writ of sequestration. Erica E. Fauser 0.80 x \$325.00	\$260.00	6427			
03/30/2023	Time	Email about the hearing granting the request for a Writ of Sequestration; meeting with Erica Fauser about	\$42.50	6427			

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Date	Entry Type	Details	Amount	Invoice#	Invoice Amount	Operating (General)	Trust
03/31/2023	Time	<p>Confer with Erica Fauser about process and strategy for Sequestration and Default Judgment. Jay Jackson 0.10 x \$425.00</p>	\$42.50	6427			
03/31/2023	Time	<p>Communicate with court regarding order on writ of sequestration; communicate with client regarding same; review rules governing execution of writ of sequestration and communicate with precinct 5 regarding execution of writ. Erica E. Fauser 1.20 x \$325.00</p>	\$390.00	6427			
04/03/2023	Time	<p>Call with precinct 5 civil writ office regarding execution of writ of sequestration; communicate with client and in-firm regarding strategy for execution of writ and upcoming hearing on motion for default judgment; communicate with Harris County District Clerk's office regarding bond for writ of sequestration; communicate with co-counsel regarding strategy for hearing on motion for default judgment; revise proposed order on default judgment with attention to converting to interlocutory judgment pending the sequestration of the paintings; draft letter to precinct 5 constable regarding paintings and writ of sequestration; communicate with court regarding order and writ; prepare for hearing on motion for default judgment. Erica E. Fauser 4.50 x \$325.00</p>	\$1,462.50	6427			
04/03/2023	Time	<p>Discussion with Erica Fauser about</p>	\$42.50	6427			

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Date	Entry Type	Details	Amount	Invoice#	Invoice Amount	Operating (General)	Trust
04/03/2023	Hard Cost	obtaining checks for the bond as well as for the fee for the service of the Writ of Sequestration Jay Jackson 0.10 x \$425.00	\$10,000.00	6427			
04/03/2023	Hard Cost	court cost Vendor: HCDC, fee for Bond for Writ of Sequestration Erica E. Fauser	\$150.00	6427			
04/04/2023	Time	Prepare for and appear at hearing on motion for default judgment; communicate with co-counsel and in-firm regarding hearing outcome and strategy; update client regarding same. Erica E. Fauser 1.90 x \$325.00	\$617.50	6427			
04/04/2023	Time	Confer with Erica Fauser about result of default judgment hearing and strategy going forward. Jay Jackson 0.10 x \$425.00	\$42.50	6427			
04/05/2023	Time	Communicate in-firm regarding writ of sequestration; follow-up with court clerk regarding same. Erica E. Fauser 0.60 x \$325.00	\$195.00	6536			
04/06/2023	Time	Attention to emails from client regarding art storage and communicate response; communicate with court regarding writ of sequestration; communicate in firm regarding strategy. Erica E. Fauser 1.10 x \$325.00	\$357.50	6536			
04/10/2023	Time	Attention to order from court denying motion for default judgment and	\$32.50	6536			

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Date	Entry Type	Details	Amount	Invoice#	Invoice Amount	Operating (General)	Trust
04/11/2023	Time	discuss same in-firm. Erica E. Fauser 0.10 x \$325.00	\$97.50	6536			
04/11/2023	Time	Discuss writ of sequestration execution strategy in-firm; communicate with Travis Vargo regarding process for execution of writ. Erica E. Fauser 0.30 x \$325.00	\$42.50	6536			
04/11/2023	Time	Call with receiver and conversation with Erica Fauser about issuance of Writ of Sequestration Jay Jackson 0.10 x \$425.00	\$162.50	6536			
04/12/2023	Time	Attention to litigation strategy regarding possible summary judgment against defendant who has not filed an answer; communicate in-firm regarding same and discuss motion to compel answer. Erica E. Fauser 0.50 x \$325.00	\$127.50	6536			
04/12/2023	Time	Discussion with Office of District Clerk and Erica Fauser about issuance of Writ of Sequestration Jay Jackson 0.30 x \$425.00	\$9.00	6536			
04/12/2023	Hard Cost	court fees Vendor: XEFILE, fee for eFiling Letter to Clerk Requesting Writ of Sequestration Jay Jackson	\$32.50	6536			
04/13/2023	Time	Discuss writ of sequestration execution strategy in-firm. Erica E. Fauser 0.10 x \$325.00	\$42.50	6536			
04/13/2023	Time	Check for execution of Writ of Sequestration Jay Jackson 0.10 x \$425.00	\$65.00	6536			
04/14/2023	Time	Review writ signed by court clerk;					

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04/17/2023	Time	communicate in-firm regarding same. Erica E. Fauser 0.20 x \$325.00	\$747.50	6536			
04/17/2023	Time	Discuss execution of writ of sequestration in-firm with attention to strategy; communicate with client regarding same; draft instruction letter to officer and meet with Harris County precinct 5 and deliver writ of sequestration. Erica E. Fauser 2.30 x \$325.00	\$42.50	6536			
04/17/2023	Time	Email about Writ of Sequestration Jay Jackson 0.10 x \$425.00	\$42.50	6536			
04/18/2023	Time	Confer with Erica Fauser about execution of the Writ of Sequestration and about the lack of an answer by defendant Jay Jackson 0.10 x \$425.00	\$97.50	6536			
04/18/2023	Time	Discuss writ of sequestration, strategy in-firm. Erica E. Fauser 0.30 x \$325.00	\$127.50	6536			
04/18/2023	Time	Research Judgment Nihil Dicit Jay Jackson 0.30 x \$425.00	\$520.00	6536			
04/20/2023	Time	Communicate with Deputy assigned to execute writ of sequestration and explain case background and strategy regarding execution; communicate with client and art handler regarding writ of sequestration execution strategy and begin coordinating pick-up of paintings. Erica E. Fauser 1.60 x \$325.00	\$32.50	6536			
04/21/2023	Time	Communicate in-firm regarding status of execution on writ of					

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04/25/2023	Time	sequestration. Erica E. Fauser 0.10 x \$325.00	\$422.50	6536			
04/25/2023	Time	Call with Deputy assigned to case and discuss findings, strategy, and information needed to execute writ of sequestration and exchange multiple emails; communicate with client and in firm regarding same. Erica E. Fauser 1.30 x \$325.00	\$42.50	6536			
04/26/2023	Time	Attention to communication from officer regarding writ execution and issues with insurance and writ language; review statute and rules regarding same and communicate with officer regarding writ and order language and statutory requirements already being met; attention to emails from client and communicate response. Erica E. Fauser 1.00 x \$325.00	\$325.00	6536			
04/27/2023	Time	Confer with Erica Fauser about next steps to obtain Sequestration; review of email threads Jay Jackson 0.10 x \$425.00	\$42.50	6536			
04/27/2023	Time	Review email thread about serving Writ of Sequestration; review further communications about the insurance and the proposed date of the sequestration Jay Jackson 0.10 x \$425.00	\$260.00	6536			
04/28/2023	Time	Attention to email from client regarding insurance for transit and storage of art; communicate with officer assigned to case regarding same; communicate in-firm regarding status of execution of writ of sequestration. Erica E. Fauser 0.80 x \$325.00					

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05/01/2023	Time	Email about preparation for Writ of Sequestration, including insurance Jay Jackson 0.10 x \$425.00	\$42.50	6655			
05/01/2023	Time	Communicate with deputy assigned to matter regarding insurance and writ execution strategy; communicate with client and in-firm regarding same. Erica E. Fauser 0.70 x \$325.00	\$227.50	6655			
05/02/2023	Time	Receive the Order Granting Application for Writ of Sequestration; review the email description of the schedule and process for execution of the Writ. Jay Jackson 0.10 x \$425.00	\$42.50	6655			
05/02/2023	Time	Call with deputy at precinct 5 assigned to matter regarding schedule and strategy for execution of writ; attention to emails from client and communicate response; communicate in-firm regarding same. Erica E. Fauser 0.60 x \$325.00	\$195.00	6655			
05/03/2023	Time	Execute writ of sequestration with Deputy Jason Chacon and Ty Art and secure pairings; communicate in-firm and with client regarding same. Erica E. Fauser 1.30 x \$325.00	\$422.50	6655			
05/03/2023	Time	Communications about the execution of the Writ of Sequestration and the securing of the artwork [No Charge] Jay Jackson 0.10 x \$425.00	\$0.00	6655			
05/04/2023	Time	Draft initial disclosures and prepare for service on defendant; identify and organize documents for production.	\$260.00	6655			

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05/05/2023	Time	Erica E. Fauser 0.80 x \$325.00 Ensure initial disclosures served via CMRRR on defendant; communicate with Deputy Jason Chacon regarding status of replevy bond. Erica E. Fauser 0.40 x \$325.00	\$130.00	6655			
05/08/2023	Time	Review court docket with attention to status of whether defendant Bailey posted the replevy bond. Erica E. Fauser 0.10 x \$325.00	\$32.50	6655			
05/09/2023	Time	Communicate in-firm regarding case status and strategy. Erica E. Fauser 0.10 x \$325.00	\$32.50	6655			
05/09/2023	Time	Discuss the next step forward with the artwork and to collect the debt Jay Jackson 0.10 x \$425.00	\$42.50	6655			
05/09/2023	Time	Study a Receivership [No Charge] Jay Jackson 0.80 x \$425.00	\$0.00	6655			
05/10/2023	Time	Review and analyze Texas law concerning judgment nihil dicit; communicate with client regarding litigation strategy and judgment nihil dicit; begin drafting judgment nihil dicit and declaration of Dewey Burke supporting damages. Erica E. Fauser 3.30 x \$325.00	\$1,072.50	6655			
05/12/2023	Time	Review Jay Jackson's comments to motion for judgment nihil dicit and revise motion pursuant to same; draft attorney's fees declaration; communicate with co-counsel regarding motion for judgment nihil dicit. Erica E. Fauser 2.20 x \$325.00	\$715.00	6655			

Burford Perry, LLP Client Ledger Report

All Dates

Date	Entry Type	Details	Amount	Invoice#	Invoice Amount	Operating (General)	Trust
05/15/2023	Time	Communicate in-firm regarding motion for judgment nihil dicit; communicate with Deputy Chacon regarding status of replevy bond; communicate with client regarding case updates; communicate with art storage facility regarding release of artwork to client. Erica E. Fauser 3.50 x \$325.00	\$1,137.50	6655			
05/15/2023	Time	Review email thread with Al Odum; discuss filing the motion with Erica Fauser and obtaining a hearing or submission date Jay Jackson 0.20 x \$425.00	\$85.00	6655			
05/16/2023	Time	Finalize motion for judgment nihil dicit and supporting documents and prepare for filing; communicate with client regarding declaration on damages; communicate with co-counsel regarding motion and hearing strategy. Erica E. Fauser 2.30 x \$325.00	\$747.50	6655			
05/16/2023	Time	Emails about filing for Judgment Nihil Dicit; emails about the motion Jay Jackson 0.10 x \$425.00	\$42.50	6655			
05/17/2023	Time	Review notice of hearing and hearing date set by court; finalize and file same. Erica E. Fauser 0.40 x \$325.00	\$130.00	6655			
05/18/2023	Time	Attention to email from Eric Davis at Ty Art regarding condition reports on artwork and communicate response; review same condition reports and communicate with client and in-firm regarding same. Erica E. Fauser 1.30 x \$325.00	\$422.50	6655			
05/18/2023	Time	Review emails related to the Motion	\$42.50	6655			

Burford Perry, LLP Client Ledger Report

All Dates

Date	Entry Type	Details	Amount	Invoice#	Invoice Amount	Operating (General)	Trust
05/19/2023	Time	for Judgment Nihil Dicit, and also the issue of selling the artwork Jay Jackson 0.10 x \$425.00	\$195.00	6655			
05/19/2023	Time	Communicate with client regarding storage and appraisal of paintings; communicate with Ty Art regarding same; communicate in firm regarding strategy to get quicker ruling on judgment nihil dicit. Erica E. Fauser 0.60 x \$325.00	\$42.50	6655			
05/25/2023	Time	Attention to communications from client and communicate response. Erica E. Fauser 0.60 x \$325.00	\$195.00	6655			
05/26/2023	Time	Attention to emails from client regarding litigation process, strategy and damages; exchange multiple emails with client regarding same; discuss case status and strategy in-firm. Erica E. Fauser 1.90 x \$325.00	\$617.50	6655			
05/30/2023	Time	Review Unsworn Declaration re: Attorney's Fees Jay Jackson 0.20 x \$425.00	\$85.00	6655			
05/31/2023	Time	Revise unsworn declaration on attorney's fees in support of motion for judgment nihil dicit pursuant to comments from Jay Jackson and update declaration to reflect additional expenses incurred; communicate in-firm regarding strategy for same; communicate with co-counsel regarding strategy for motion for judgment nihil dicit. Erica E. Fauser 2.40 x \$325.00	\$780.00	6655			

Burford Perry, LLP Client Ledger Report All Dates

Date	Entry Type	Details	Amount	Invoice#	Invoice Amount	Operating (General)	Trust
06/01/2023	Time	Attention to email from co-counsel, Al Odom, and communicate response; call with Al Odom and discuss strategy for motion for expedited hearing or submission, and good cause for same. Erica E. Fauser 0.40 x \$325.00	\$130.00	6769			
06/02/2023	Time	Communicate with client regarding art storage fees and auction; communicate in-firm regarding strategy for obtaining emergency hearing; begin drafting motion for expedited hearing. Erica E. Fauser 2.50 x \$325.00	\$812.50	6769			
06/05/2023	Time	Communicate in firm regarding motion for expedited hearing; communicate with client regarding auction and good cause for emergency hearing; revise motion for expedited hearing pursuant to comments from Jay Jackson. Erica E. Fauser 1.50 x \$325.00	\$487.50	6769			
06/05/2023	Time	Review motion for expedited hearing on the Judgment Nihil Dicit Jay Jackson 0.20 x \$425.00	\$85.00	6769			
06/06/2023	Time	Review court procedures regarding emergency motions; communicate in-firm, with client, and with co-counsel regarding emergency motion; communicate with court regarding emergency motion. Erica E. Fauser 1.00 x \$325.00	\$325.00	6769			
06/06/2023	Time	Review court filings regarding the Emergency Hearing [No Charge] Jay Jackson 0.20 x \$425.00	\$0.00	6769			

Office of Marilyn Burgess District Clerk

Burford Perry, LLP Client Ledger Report

All Dates

Date	Entry Type	Details	Amount	Invoice#	Invoice Amount	Operating (General)	Trust
06/07/2023	Time	Attention to order from court denying emergency hearing motion. Erica E. Fauser 0.10 x \$325.00	\$32.50	6769			
06/22/2023	Hard Cost	Vendor: SCRA fee for Service Member Affidavit - Floyd Kenneth Bailey Erica E. Fauser	\$70.00	6769			
07/03/2023	Time	Attention to email from co-counsel and communicate response. Erica E. Fauser 0.10 x \$325.00	\$32.50	6843			
07/03/2023	Time	Emails to and from local counsel about trying to obtain a hearing. Jay Jackson 0.10 x \$425.00	\$42.50	6843			
07/10/2023	Time	Attention to email from co-counsel and communicate response; attention to email from client and communicate response. Erica E. Fauser 0.30 x \$325.00	\$97.50	6843			
08/07/2023	Time	Review email thread about current status of case, and the desire to sell the paintings Jay Jackson 0.10 x \$425.00	\$42.50	6940			
08/07/2023	Time	Attention to emails from client and communicate response; communicate in-firm regarding case status Erica E. Fauser 0.20 x \$325.00	\$65.00	6940			
09/05/2023	Time	Attention to email from client and communicate response discussing case status and updates. Erica E. Fauser 0.30 x \$325.00	\$97.50	7065			
09/19/2023	Time	Attention to case status and strategy. Erica E. Fauser 0.10 x \$325.00	\$32.50	7065			

Burford Perry, LLP
Client Ledger Report
 All Dates

Date	Entry Type	Details	Amount	Invoice#	Invoice Amount	Operating (General)	Trust
09/21/2023	Time	Attention to email from client and communicate response; identify documents necessary for preparation for the hearing on our motion for judgment nihil dicit. Erica E. Fauser 0.80 x \$325.00	\$260.00	7065			
09/22/2023	Time	Attention to communications from court changing hearing from in-person to zoom; draft amended notice of hearing and coordinate service on defendant; begin preparing for hearing. Erica E. Fauser 1.00 x \$325.00	\$325.00	7065			
09/26/2023	Time	Prepare for hearing on judgment nihil dicit; draft proposed final judgment. Erica E. Fauser 3.70 x \$325.00	\$1,202.50	7065			
09/26/2023	Time	Review and complete Unsworn Declaration Jay Jackson 0.20 x \$425.00	\$85.00	7065			
09/27/2023	Time	Review Final Judgment; after the Zoom hearing, confer and perform research regarding strategies Jay Jackson 1.80 x \$425.00	\$680.00	7065			
09/27/2023	Time	Attend Hearing via Zoom on Motion for Nihil Dicit Default Judgment [No Charge] Jay Jackson 0.40 x \$425.00	\$0.00	7065			
09/27/2023	Time	Finish draft proposed final judgment and revise pursuant to comments from Jay Jackson; communicate in-firm and with co-counsel regarding hearing; prepare presentation for hearing and appear at hearing on motion for judgment nihil dicit;	\$2,112.50	7065			

Burford Perry, LLP Client Ledger Report

All Dates

Date	Entry Type	Details	Amount	Invoice#	Invoice Amount	Operating (General)	Trust
09/28/2023	Time	communicate in-firm and discuss new litigation strategy post denial of our motion for judgment nihil dicit; communicate with client regarding same. Erica E. Fauser 0.50 x \$325.00	\$42.50	7065			
09/28/2023	Time	Review emails about setting up a meeting; discussion of strategy with Erica Fauser Jay Jackson 0.10 x \$425.00	\$32.50	7065			
09/29/2023	Time	Attention to email from client and communicate response. Erica E. Fauser 0.10 x \$325.00	\$65.00	7065			
09/29/2023	Time	Communicate in-firm regarding litigation strategy; communicate with client regarding scheduling call. Erica E. Fauser 0.20 x \$325.00	\$0.00	7065			
09/29/2023	Time	Email communication with Erica Fauser about the strategy going forward and a teleconference with Lux Asset (No Charge) Jay Jackson 0.10 x \$425.00	\$65.00				
10/03/2023	Time	Follow up with client regarding call and send updated calendar invite; communicate in-firm regarding same. Erica E. Fauser 0.20 x \$325.00	\$292.50				
10/04/2023	Time	Communicate in-firm regarding litigation strategy; call with client discussing and developing proposed litigation strategy. Erica E. Fauser 0.90 x \$325.00	\$255.00				
10/04/2023	Time	Prepare for telephone conference; legal research; attended teleconference					

Burford Perry, LLP Client Ledger Report All Dates

Date	Entry Type	Details	Amount	Invoice#	Invoice Amount	Operating (General)	Trust
		Jay Jackson 0.60 x \$425.00					
10/09/2023	Time	Begin drafting traditional motion for summary judgment on breach of contract claim against defendant. Erica E. Fauser 5.90 x \$325.00	\$1,917.50				
10/10/2023	Time	Finish initial draft of traditional motion for summary judgment; review comments from Jay Jackson and revise motion pursuant to same. Erica E. Fauser 3.60 x \$325.00	\$1,170.00				
10/10/2023	Time	Review and edit Motion for Summary Judgment Jay Jackson 0.70 x \$425.00	\$297.50				
10/11/2023	Time	Revise, cite check, and finalize traditional motion for summary judgment draft declaration of Dewey Burke and send to client for review and comment. Erica E. Fauser 3.60 x \$325.00	\$1,170.00				
10/12/2023	Time	Attention to emails from client with invoices from Ty Arr, review same and revise motion for summary judgment pursuant to same; call with client and discuss motion for summary judgment and strategy; revise motion for summary judgment and declaration of Dewey Burke pursuant to client comments; draft declaration of attorneys fees and organize motion exhibits. Erica E. Fauser 2.30 x \$325.00	\$747.50				
Totals:			\$64,079.25				

Summary for 1174-001-Luxury Asset Capital, LLC-Claims to be filed against Kenneth Bailey relating to Luxury Asset Capital, LLC

Burford Perry, LLP
Client Ledger Report

All Dates

Filter	Value
Date Range	All Dates
Time/Fees	Yes
Cost Entries	Yes
Invoices	No
Invoice Payments	No
Trust Activity	No
Operating (General)	No
Credit Memo	No
Include Bank Information	No

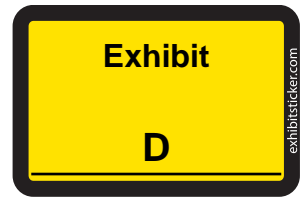
Unofficial Copy Office of Marilyn Burgess District Clerk



BURFORD PERRY LLP

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Houston, Texas 77010
jackson@burfordperry.com

Of Counsel
Telephone: (713) 401-9790
Facsimile: (713) 993-7739
www.burfordperry.com



November 22, 2022

VIA EMAIL: kbailey@bplaw.com

VIA CERTIFIED MAIL / RETURN RECEIPT REQUESTED AND U.S. MAIL

F. Kenneth Bailey, Jr.
510 Bering Drive, Suite 465
Houston, Texas 77057

Re: Luxury Asset Capital, LLC Contract: Application Number 005188

Dear Mr. Bailey:

This law firm represents Luxury Asset Capital, LLC regarding the above-referenced contract covering two paintings: *Les Prunes*, 1896, and *In the Orchard* (the "Paintings"). See Exhibit 1 (the "Contract"). Please direct all communications regarding this matter to me.

The Contract was a "Contract for Purchase" pursuant to the Colorado Revised Statutes § 29-11.9-101, through which \$750,000.00 was advanced to you by Luxury Asset Capital, LLC upon delivery of the Paintings. Per the Contract, you agreed to pay a monthly fee of \$15,000.00 per month. As of July 12, 2022, you have not made a payment. You currently owe, and Luxury Asset Capital, LLC is entitled to: \$75,000.00. All prerequisites under the Contract to payment have occurred, and payment to Luxury Asset Capital, LLC is due and owing.

Accordingly, on behalf of Luxury Asset Capital, LLC, we hereby demand that you pay Luxury Asset Capital forthwith \$75,000 in accordance with the Contract and TEX. CIV. PRAC. & REM. CODE, ch. 38. Furthermore, pursuant to TEX. CIV. PRAC. & REM. CODE, ch. 38, Luxury Asset Capital is entitled to recover its attorney's fees and expenses from your client in addition to all damages under the contract. In addition to the past due amount, please turn over the Paintings. Pursuant to the terms of the Contract, Luxury Asset Capital, LLC is entitled to possession of the Paintings since you have not made all payments as specified by the terms of the Contract.

Mr. F. Kenneth Bailey, Jr.

November 22, 2022

Page 2 of 2

Turnover of the Paintings, and payment of all funds to which Luxury Asset Capital, LLC is entitled to receive under the Contract, plus its attorneys' fees should be made to this firm. This demand expires at 4:00 P.M. on December 2, 2022. After which Luxury Asset Capital, LLC will file suit against you to recover the Paintings and the past due amount owed under the Contract. Additional monthly fees due under the Contract, and attorneys' fees and expenses will continue to accrue until this is resolved.

If you have any questions in this regard, you may contact me.

Very truly yours,



Clyde "Jay" Jackson, III

Enclosures:
CJJ/eemf

Unofficial Copy Office of Marilyn Burgess District Clerk

Unofficial Copy

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

F. Kenneth Bailey, Jr.
 510 Bering Drive, Suite 465
 Houston, Texas 77057



9590 9402 7801 2152 7458 37

2. Article Number (Transfer from service label)

7022 2410 0000 6944 1279

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- Agent
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Mail Restricted Delivery (0)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Domestic Return Receipt

CAUSE NO. 2023-01356

LUXURY ASSET CAPITAL, LLC,	§	IN THE DISTRICT COURT OF
d/b/a LUX & LUX EXCHANGE	§	
	§	
Plaintiff,	§	HARRIS COUNTY, TEXAS
	§	
v.	§	
	§	
F. KENNETH BAILEY, JR.	§	
	§	
Defendant.	§	164th JUDICIAL DISTRICT

**ORDER GRANTING PLAINTIFF'S
TRADITIONAL MOTION FOR JUDGMENT**

After considering Plaintiff Luxury Asset Capital, LLC's traditional motion for summary judgment against defendant F. Kenneth Bailey, Jr., the pleadings, responses, affidavits, the arguments of counsel, and other evidence on file, the Court has determined that Plaintiff's motion should be GRANTED as to Plaintiff's breach of contract claim.

Accordingly, the Court orders Plaintiff to recover the following from the Defendant:

- i. Actual damages in the amount of \$165,000.00;
- ii. Consequential damages in the amount of \$2,300.00;
- iii. Reasonable and necessary attorney fees in the amount of \$_____ for the prosecution of this case through this judgment;

- iv. Court costs;
- v. Prejudgment interest on the actual damages awarded at the rate of 8.25% from July 12, 2023 until the date this Order is signed;
- vi. Post-judgment interest on all the above at the rate of 8.25% compounded annually, from the date this Order is signed until all amounts are paid in full.

SIGNED on _____, 2023.

JUDGE PRESIDING

Unofficial Copy Office of Marilyn Burgess District Clerk