

Case No. 201071948

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MEGUID, HASSAN
vs.
DRACUS S A DE C V

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IN THE DISTRICT COURT OF
HARRIS COUNTY, TEXAS
125th JUDICIAL DISTRICT

ORDER OF DISMISSAL

For failure to comply with the Notice Dated 02-04-2015/TRCP165A,
this cause is ordered DISMISSED FOR WANT OF PROSECUTION. Costs of court are
assessed against the plaintiff(s).

Signed

KYLE CARTER
Judge, 125TH DISTRICT COURT
Generated on: 03/12/2015

[Handwritten Signature]
3/13/15

FILED
Shirley B. Daniel
District Clerk
MAR 13 2015

Time: _____
Harris County, Texas
By _____
Deputy

HASSAN MEGUID
1810 TALCOTT LANE
SUGAR LAND, TX 77479

RECORDER'S MEMORANDUM
This instrument is of poor quality
at the time of imaging

JCVF08
rev.033094

Unofficial Copy Office of Marilyn Burgess District Clerk

Case No. 201071948

MEGUID, HASSAN
vs.
DRACUS S A DE C V

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IN THE DISTRICT COURT OF
HARRIS COUNTY, TEXAS
125th JUDICIAL DISTRICT

ORDER OF DISMISSAL

For failure to comply with the Notice Dated 02-04-2015/TRCP165A,
this cause is ordered DISMISSED FOR WANT OF PROSECUTION. Costs of court are
assessed against the plaintiff(s).

Signed

Unofficial Copy Office of Marilyn Burgess District Clerk

KYLE CARTER
Judge, 125TH DISTRICT COURT
Generated on: 03/12/2015

JCVF08
rev.033094

ACRONDIL ENTERPRISES LIMITED
1810 TALCOTT LANE
SUGAR LAND, TX 77479

CONFIRMED FILE DATE: 10/29/2010

RECORDER'S MEMORANDUM
This instrument is of poor quality
at the time of imaging

FILED

Loren Jackson
District Clerk

OCT 29 2010

2010-71948
CAUSE NO. _____

Time: 10:30
Harris County, Texas

By DS
IN THE DISTRICT COURT OF

HASSAN MEGUID AND
ACRONDIL ENTERPRISES LIMITED,

Plaintiffs,

vs.

DRACUS, S.A. DE C.V. AND
JUAN CARLOS CASADO GRAJALES

Defendants.

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HARRIS COUNTY, TEXAS

125 JUDICIAL DISTRICT

**PLAINTIFFS' ORIGINAL PETITION,
APPLICATION FOR TEMPORARY RESTRAINING ORDER
AND TEMPORARY AND PERMANENT INJUNCTION
AND REQUEST FOR DISCLOSURE**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, Plaintiffs, Hassan Meguid ("*Dr. Meguid*") and Acrondil Enterprises Limited ("*Acrondil*") (collectively referred to herein as "*Plaintiffs*") and file this Original Petition, Application for Temporary Restraining Order and Temporary and Permanent Injunction against Dracus, S.A. de C.V. ("*Dracus*") and Juan Carlos Casado Grajales ("*Grajales*") (collectively referred to herein as "*Defendants*") and Request for Disclosures, and in support thereof would respectfully show unto the Court as follows:

DISCOVERY

1. Discovery is intended to be conducted under Level 2 of Rule 190 of the Texas Rules of Civil Procedure.

PARTIES

2. Defendant, Dracus, S.A. de C.V., is a foreign corporation with its principal place of business in Mexico. Service can be had on Dracus via the state's long-arm statute by service

on the Texas Secretary of State under §§ 17.043, 17.044(a)(1) and/or 17.044(b) of the Texas Civil Practice & Remedies Code via certified mail, return receipt requested, upon said defendant, c/o Juan Carlos Casado Grajales, Plaza Azul, Av. Ricardo Margáin #335, Local-7, Col Santa Engracia, 66267 San Pedro Garza García, N.L., Mexico (or wherever they may be found).

3. Defendant, Juan Carlos Casado Grajales, is a natural person who, upon information and belief has a residence in Harris County, Texas. Service can be had on Grajales at 3315 Marquart St., Suite 500, Houston, Texas 77027 (or wherever he may be found).

VENUE AND JURISDICTION

4. Venue is proper in this county as, upon information and belief, certain defendant(s) resided here at the time the cause of action accrued, all or a substantial part of the events and omissions giving rise to the claim occurred in Harris County, Texas and the parties negotiated the contract here. TEX. CIV. PRAC. & REM. CODE §§ 15.002(a)(1) and (a)(2) and § 15.017.

5. Jurisdiction is proper as the amount of damages are within the jurisdictional limits of this Court. Moreover, the out of state defendants have done business in the State of Texas within the meaning of Sections 17.041, *et seq.* of the Texas Civil Practice & Remedies Code; purposefully availed themselves of the privilege of conducting activities in the State of Texas; established minimum contacts sufficient to confer jurisdiction over said defendants; the causes of actions stated herein arose out of purposeful acts done by said defendants; and/or the assumption of jurisdiction over such defendants will not offend traditional notions of fair play and substantial justice and is consistent with the constitutional requirements of due process.

FACTS

6. On or about March 18, 2009, Acrondil, by and through its directors, including, without limitation, Dr. Meguid, at the special insistence and request of Defendants, entered into an Agreement for Consultant Services (the "**Contract**") related to various financial matters, including, without limitation, the purchase of oil rigs and/or equipment in Mexico. The Contract amount was \$2,000,000.00.

7. While the services the subject of the Contract were performed by Plaintiffs in accordance with the terms of the Contract and Plaintiffs have complied with all of their obligations under the Contract, Defendants have failed and refused and continue to fail and refuse to pay the balance due and owing to Plaintiffs under the Contract. The balance due and owing to Plaintiffs is \$800,000.00 with all lawful offsets, credits and payments applied.

8. Moreover, on or about October 16, 2010, Defendants, themselves and/or by and through their officers, agents, servants, employees, or representatives, began threatening and harassing Dr. Meguid and his family by including, without limitation, trespassing on Dr. Meguid's property; "casing" Dr. Meguid's house; and, sending he and his wife, both at home and at his wife's place of business at The Methodist Hospital, close up photographs of his house, his vehicles and/or he and his family. Such correspondence includes threatening statements in Spanish which, upon information and belief, state 'it doesn't matter how far away you are....I'm going to get to you..... or do the same thing to you'. Due to the concern for the safety and welfare of his family, Dr. Meguid immediately contacted the Sugarland Police Department and filed a police report with Officer Brian Dirks¹.

¹ Plaintiffs have requested a copy of the police report filed in connection with this matter.

9. Furthermore, Defendants, themselves and/or by and through their officers, agents, servants, employees, or representatives, have verbally and in writing disparaged Plaintiffs by stating that they committed fraud, stole money and/or breached their contract, to several brokers Plaintiffs do business with, including, without limitation, Jerome Carter, Sr., Liz Arraga and Saramiento Peppi, and such conduct is interfering with Plaintiffs' current and prospective business relations. Upon information and belief, Defendants have also attempted to slander and/or libel Plaintiffs to various governmental entities, including, without limitation the Texas Secretary of State's Office and the Internal Revenue Service.

10. All such conduct constitutes intentional infliction of emotional distress and has caused severe mental anguish to Dr. Meguid and his family.

CONDITIONS PRECEDENT

11. All conditions precedent to recovery hereunder have been satisfied, waived or are otherwise unnecessary because they would be futile.

AGENCY/RESPONDEAT SUPERIOR

12. All acts by Defendants were done by and through their officers, agents, servants, employees, or representatives and were done with the full authorization or ratification of Defendants or were done in the normal and routine course and scope of their employment with Defendants or pursuant to their principle/agency relationship, under their general authority, and/or for the accomplishment of the objectives for which such employee or agent was retained.

CAUSES OF ACTION

First Cause of Action - Breach of Contract

13. Plaintiffs incorporate paragraphs 6-12 in support of this cause of action as if fully set forth herein. Defendants materially breached their contract with Plaintiffs as set forth above.

Such breach of contract proximately caused damages to Plaintiffs in the amount of at least \$800,000.00 plus such costs, attorneys' fees, and pre- and post-judgment interest as are allowed under Texas law. Such damages are within the jurisdictional limits of the Court.

14. Plaintiffs have made demand upon Defendants more than thirty (30) days prior to judgment to satisfy their claims; however, despite such demand, Defendants have failed and refused and continue to fail and refuse to comply with Plaintiffs' demands. Pursuant to Chapter 38 of the Texas Civil Practices & Remedies Code, Plaintiffs are entitled to their reasonable and necessary attorney's fees incurred in this action.

Second Cause of Action – Quantum Meruit

15. In the alternative, Plaintiffs incorporate paragraphs 6-12 in support of this cause of action as if fully set forth herein. At the request of Defendants, Plaintiffs performed services which benefited Defendants and for which Defendants understood Plaintiffs expected payment. Plaintiffs seek the reasonable value of their services in the amount of at least \$800,000.00 plus such costs and pre- and post-judgment interest as are allowed under Texas law. Such damages are within the jurisdictional limits of the Court.

Third Cause of Action – Promissory Estoppel

16. In the alternative, Plaintiffs incorporate paragraphs 6-12 in support of this cause of action as if fully set forth herein. Plaintiffs allege that Defendants made an enforceable promise for which they should have reasonably expected Plaintiffs to rely and on which Plaintiffs actually did rely to their detriment. Such conduct proximately caused damages to Plaintiffs in the amount of at least \$800,000.00 plus such costs and pre- and post-judgment interest as are allowed under Texas law. Such damages are within the jurisdictional limits of the Court.

Fourth Cause of Action – Money Had & Received/Unjust Enrichment

17. In the alternative, Plaintiffs incorporate paragraphs 6-12 in support of this cause of action as if fully set forth herein. Plaintiffs allege that Defendants hold money that in equity and good conscience belongs to Plaintiffs and to allow Defendants to retain such money would inequitably and unjustly enrich Defendants in the amount of at least \$800,000.00 plus interest. Such damages are within the jurisdictional limits of the Court.

Fifth Cause of Action – Slander

18. Plaintiffs incorporate paragraphs 6-12 in support of this cause of action as if fully set forth herein. Defendants have made one or more false and defamatory statements of fact to third parties alleging including, without limitation, that Plaintiffs have committed fraud, stolen funds and/or breached their contract. These false and defamatory statements have caused injury to Plaintiffs' reputation and actual damages to the business and such damages are within the jurisdictional limits of this Court. Plaintiffs seek general and special damages, as well as exemplary damages, against Defendants for the malicious slander of Plaintiffs' reputation.

Fourth Cause of Action – Libel

19. Plaintiffs incorporate paragraphs 6-11 in support of this cause of action as if fully set forth herein. Defendants have published false defamatory statements in writing stating, including, without limitation, that Plaintiffs have committed fraud, stolen funds and/or breached their contract. These false and defamatory statements have caused Plaintiffs' injury to their reputation and actual damages to the business and such damages are within the jurisdictional limits of this Court. Plaintiffs seek general and special damages, as well as exemplary damages, against Defendants for this malicious and libelous conduct.

**Fifth Cause of Action –
Tortious Interference with Current and Prospective Business Relations**

20. Plaintiffs incorporate paragraphs 6-12 in support of this cause of action as if fully set forth herein. Defendants have intentionally interfered with Plaintiffs' current business relations and formation of business relationships with one or more third parties by tortiously alleging including, without limitation, that Plaintiffs have committed fraud, stolen funds and/or breached their contract thereby causing damage to Plaintiffs as they have lost business opportunities as a consequence of Defendants' actions. Plaintiffs seek actual damages against Defendants for the tortious interference with Plaintiffs' current and prospective business relations and such damages or within the jurisdictional limits of this Court.

Sixth Cause of Action - Business Disparagement

21. Plaintiffs incorporate paragraphs 6-12 in support of this cause of action as if fully set forth herein. Defendants have published disparaging words about the Plaintiffs' economic interests, such words were false, such was done with malice and without privilege and has caused special damages to Plaintiffs. Plaintiffs seek actual, general and/or special damages, as well as exemplary damages, against Defendants for this malicious conduct and such damages or within the jurisdictional limits of this Court.

Seventh Cause of Action – Trespass to Real Property

22. Plaintiffs incorporate paragraphs 6-12 in support of this cause of action as if fully set forth herein. Plaintiffs own real property which Defendants entered and the entry was physical, intentional and voluntary and such trespass caused injury to the Plaintiffs.

JURY DEMAND

23. Plaintiffs request a jury and tender the appropriate fee.

REQUESTS FOR DISCLOSURE

24. Pursuant to Rule 194 of the Texas Rules of Civil Procedure, Defendants are requested to disclose within fifty (50) days of service of this request, the information and/or material in Rule 194.2(a)(b)(c)(d)(e)(f)(g)(h)(i)(j)(k) and (l).

**APPLICATION FOR TEMPORARY RESTRAINING ORDER
AND TEMPORARY AND PERMANENT INJUNCTIONS**

25. This Application for Temporary Restraining Order and Temporary and Permanent Injunction is supported by the sworn statement of Dr. Hassan Meguid that is attached hereto as Exhibit "A" and made a part hereof for all purposes. Such sworn statement evidences, including, without limitation, that on or about October 16, 2010, Defendants, themselves and/or by and through their officers, agents, servants, employees, or representatives, began threatening and harassing Dr. Meguid and his family by including, without limitation, trespassing on Dr. Meguid's property; "casing" Dr. Meguid's house; and, sending he and his wife, both at home and at his wife's place of business at The Methodist Hospital, close up photographs of his house, his vehicles and/or he and his family. Such correspondence includes threatening statements in Spanish which, upon information and belief, state 'it doesn't matter how far away you are....I'm going to get to you..... or do the same thing to you'. Due to the concern for the safety and welfare of his family, Dr. Meguid immediately contacted the Sugarland Police Department and filed a police report with Officer Brian Dirks.

26. Moreover, Defendants, themselves and/or by and through their officers, agents, servants, employees, or representatives, have verbally and in writing disparaged Plaintiffs by stating that they committed fraud, stole money and/or breached their contract, to several brokers Plaintiffs do business with and/or hope to do future business with, including, without limitation,

Jerome Carter, Sr., Liz Arraga and Saramiento Peppi, and perhaps other undisclosed recipients which include clients and/or business associates and/or prospective clients and/or business associates of Plaintiffs and such conduct is interfering with Plaintiffs' current and prospective business relations. Upon information and belief, Defendants have orally and/or in writing communicated and published the aforementioned and much more to third parties in Houston, Harris County, Texas, and elsewhere, including various governmental entities such as the Texas Secretary of State's Office and the Internal Revenue Service causing severe damage to the reputation of Plaintiffs.

27. In accordance with Texas Civil Practices & Remedies Code § 65.011, *et seq.*, Plaintiffs seek and are entitled to a temporary restraining order and temporary and permanent injunctions against Defendants enjoining them, and those persons in active concert or participation with them, if any, from trespassing on Plaintiffs' property; threatening or harassing or assaulting Plaintiffs in any way; publishing statements either orally or in writing which include disparaging and untruthful remarks regarding Plaintiffs such as those set forth herein. Such malicious actions by Defendants are in violation of Plaintiffs' rights and are prejudicial to Plaintiffs and damaging to their well being and personal and/or business reputations. Further, Plaintiffs seek to enjoin Defendants from destroying, disposing of, or altering any e-mail or other electronic data relevant to the subject matters of this case, whether stored on a hard drive or on a diskette or other electronic storage device.

28. Plaintiffs are likely to succeed on the merits of this lawsuit on final hearing in light of Defendants' threats and defamation and are entitled to such writ of injunction under the principles of equity and the laws of Texas relating to injunctions. The harm to Plaintiffs' well being and personal and/or business reputation is imminent, the harm that Plaintiffs have suffered

and will suffer is irreparable and such harm is immediate and continuing and the damages cannot be measured by any certain pecuniary standard and/or are not presently ascertainable or easily calculated. Unless this Court restrains Defendants, Plaintiffs do not, and will not, have an adequate remedy at law.

29. Plaintiffs request the Court to dispense with the issuance of a bond; however, are willing to post bond if the Court deems such necessary.

30. A copy of this petition has been mailed by certified mail, regular mail and e-mailed to Defendants' last known addresses in an effort to notify them of the imminent filing of the Petition and application for injunctive relief. Plaintiffs are not aware of an attorney or attorneys who represent Defendants in this action or any other action.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiffs, Hassan Meguid and Acrondil Enterprises Limited, respectfully pray that Defendants, Dracus, S.A. de C.V. and Juan Carlos Casado Grajales, be cited and appear herein and be held liable for all actual, special and/or consequential damages together with attorneys' fees and pre and post judgment interest as well as all costs which have been incurred and expended herein as such is allowed by law; the Court grant a temporary restraining order and temporary and permanent injunctive relief as requested in this Petition; and, any such other relief to which Plaintiffs are justly entitled by law or in equity.

Respectfully submitted,

HIRSCH & WESTHEIMER, P.C.

By: 

Suzanne J. DuBose

State Bar No. 24047521

700 Louisiana, Suite 2550

Houston, Texas 77002

Tel: (713) 220-9183

Fax: (713) 223-9319

**ATTORNEY FOR PLAINTIFFS,
HASSAN MEGUID AND ACRONDIL
ENTERPRISES LIMITED**

Unofficial Copy Office of Marilyn Burgess, District Clerk

2. threatening or harassing or assaulting Plaintiffs in any way;
3. publishing statements either orally or in writing which include disparaging and untruthful remarks regarding Plaintiffs, including, without limitation, such things as Plaintiffs committed fraud, stole money and/or breached their contract; and,
4. from destroying, disposing of, or altering any e-mail or other electronic data relevant to the subject matters of this case, whether stored on a hard drive or on a diskette or other electronic storage device.

NOTICE OF HEARING

IT IS FURTHER, ORDERED, ADJUDGED AND DECREED that Defendants shall appear before this Court on November 11th, 2010 at 10:00, A.m. for a temporary injunction hearing before me or the Honorable Judge Kyle Carter, Presiding Judge of the 125th Court. The purpose of this temporary injunction hearing is to allow Defendants to appear before this Court and show cause why they should not be temporarily enjoined during the pendency of this suit from entering Plaintiffs' property; threatening or harassing or assaulting Plaintiffs in any way; publishing statements either orally or in writing which include disparaging and untruthful remarks regarding Plaintiffs; and/or, from destroying, disposing of, or altering any e-mail or other electronic data relevant to the subject matters of this case, whether stored on a hard drive or on a diskette or other electronic storage device.

This Temporary Restraining Order is effective immediately and shall continue in force and effect until further order of this Court or until it expires by operation of the law. This Order shall be binding on Dracus, S.A. de C.V. and Juan Carlos Casado Grajales, Defendants' officers, agents, servants, and employees, and on all those persons in active concert or participation with them who receive actual notice of this Order by personal service or otherwise. Due to the nature of these proceedings and the facts presented in the application, the requirement of a bond is ~~hereby waived~~ \$ 100.


SIGNED this 29 day of October, 2010.



PRESIDING JUDGE

AGREED AS TO FORM:

HIRSCH & WESTHEIMER, P.C.

By: _____

Suzanne J. DuBose
State Bar No. 24047521
700 Louisiana, Suite 2550
Houston, Texas 77002
Phone: (713) 220-9183
Fax: (713) 223-5181

**ATTORNEYS FOR PETITIONER
HASSAN MEGUID AND ACRODIL
ENTERPRISES LIMITED**

Unofficial Copy Office of Marilyn Burgess District Clerk

CAUSE NO. 2010-71948

P-2
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CASO

HASSAN MEGUID AND
ACRONDIL ENTERPRISES LIMITED,

Plaintiffs,

vs.

DRACUS, S.A. DE C.V. AND
JUAN CARLOS CASADO GRAJALES

Defendants.

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IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

125TH JUDICIAL DISTRICT

FILED

Loren Jackson
District Clerk

NOV 09 2010

Time: 2:18 pm
Harris County, Texas

By: Deputy

**ORDER EXTENDING TEMPORARY RESTRAINING ORDER
AND AMENDED ORDER SETTING TEMPORARY INJUNCTION HEARING**

On _____, 2010, the Court considered Plaintiffs' Emergency Motion to Extend Temporary Restraining Order and Continuance of Temporary Injunction Hearing and finds the motion is well taken and good cause exists for extension of the Temporary Restraining Order issued in the captioned cause on October 29, 2010. Accordingly,

IT IS ORDERED, ADJUDGED AND DECREED that the attached Temporary Restraining Order issued on October 29, 2010 in the above-captioned cause is extended to and including 11:59 p.m. on ~~October 29~~ November 26, 2010 and remains in full force and effect and that a copy of this order shall be sent in accordance with the law to Juan Carlos Casado Grajales, Individually and on behalf of Dracus S.A. de C.V. at Plaza Azul, Av. Ricardo Margáin #335, Local-7, Col Santa Engracia, 66267 San Pedro Garza García, N.L., Mexico.

IT IS FURTHER, ORDERED, ADJUDGED AND DECREED that Defendants shall appear before this Court on 11/29, 2010 at 10:00 A.m. for a temporary injunction hearing before the Honorable Kyle Carter, Presiding Judge of the 125th Judicial District Court, Harris County, Texas. The purpose of this temporary injunction hearing is to allow Defendants to appear before this Court and show cause why they should not be temporarily

enjoined during the pendency of this suit from entering Plaintiffs' property; threatening or harassing or assaulting Plaintiffs in any way; publishing statements either orally or in writing which include disparaging and untruthful remarks regarding Plaintiffs; and/or, from destroying, disposing of, or altering any e-mail or other electronic data relevant to the subject matters of this case, whether stored on a hard drive or on a diskette or other electronic storage device.

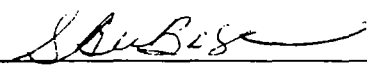
SIGNED on November 10, 2010 at 10:30 A.M.



JUDGE PRESIDING

APPROVED:

HIRSCH & WESTHEIMER, P.C.

By: 

Suzanne J. DuBose
State Bar No. 24047521
700 Louisiana, Suite 2550
Houston, Texas 77002
Tel: (713) 220-9183
Fax: (713) 223-9319

**ATTORNEYS FOR PLAINTIFFS
HASSAN MEGUID AND ACRONDIL
ENTERPRISES LIMITED**

CAUSE NO. 2010-71948

HASSAN MEGUID AND
ACRONDIL ENTERPRISES LIMITED,

Plaintiffs,

vs.

DRACUS S.A. DE C.V. AND
JUAN CARLOS CASADO GRAJALES

Defendants.

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IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

125TH JUDICIAL DISTRICT

**MOTION FOR DEFAULT JUDGMENT,
OR, ALTERNATIVELY, MOTION FOR SUMMARY JUDGMENT**

COMES NOW, Plaintiffs, Hassan Meguid ("*Meguid*") and Acrondil Enterprises Limited ("*Acrondil*") (collectively referred to herein as "*Plaintiffs*"), and file this Motion for Default Judgment, or alternatively, Motion for Summary Judgment, against Defendant, Dracus S. A. de C.V. ("*Dracus*" and/or "*Defendant*") and would respectfully show unto the Court as follows:

FACTS

1. Plaintiffs filed their Original Petition, Application for Temporary Restraining Order and Temporary and Permanent Injunction and Request for Disclosure ("*Original Petition*") on October 29, 2010.
2. Citations were issued on November 11, 2010.
3. Dracus, by and through its principal, Guillermo Alfonso Cuevas Martinez ("*Martinez*"), entered an appearance on behalf of Dracus on May 12, 2011. A copy of the Entry of Appearance (the "*Entry*") is attached hereto and incorporated herein as Exhibit "A"¹. No new or additional service is required because Defendant has now entered an appearance in the suit by filing the Entry. *Torres v. Johnson*, 91 S.W.3d 905, 910 (Tex. App. – Fort Worth 2002, no pet.).

¹Plaintiffs pray the Court will take judicial notice of its file in connection with same.

The Entry has been on file with this Court for at least ten (10) days, excluding the date of this filing.

4. As of the date of this motion; however, Dracus has yet to file an answer within the deadlines set forth in the Texas Rules of Civil Procedure – June 6, 2011 to include, at a minimum, a general denial. TEX. R. CIV. P. 92; *Shell Chem Co. v. Lamb*, 493 S.W.2d 742, 744 (Tex. 1973); *Cadle Co. V. Castle*, 913 S.W.2d 627, 631 (Tex. App. – Dallas 1995, writ denied) (a general denial would put at issue everything in Plaintiffs’ Original Petition that is not required to be denied under oath or specially denied and, if filed, would be sufficient to prevent default judgment).

5. Moreover, Dracus has failed to file a written denial under oath, which is necessary in the case at bar, in accordance with Rules 93(10) and 185 of the Texas Rules of Civil Procedure. See, *Roark v. Stallworth Oil & Gas, Inc.*, 813 S.W.2d 492, 494 (Tex. 1991); and, *Panditi v. Apostle*, 180 S.W.3d 924, 927 (Tex. App. – Dallas 2006, no pct); see also, TEX. R. CIV. P. 93(10) and 185. In fact, as Plaintiffs, in the case at bar, attached to Plaintiffs’ Original Petition an affidavit executed before an officer authorized to administer oaths, stating that within their knowledge, the liquidated amount of \$800,000 is just and true and due and owing, and that all just and lawful offsets, payments and credits have been allowed, such is prima facie evidence thereof, and failure to timely file a written denial under oath, means that Dracus waived any right to dispute the amount and ownership of the account. See, TEX. R. CIV. P. 185; see also, *Northeast Wholesale Lumber, Inc. v. Leader Lumber, Inc.*, 785 S.W.2d 402, 407 (Tex. App. – Dallas 1989, no writ) (if no verified denial is filed, Plaintiff is not required to introduce additional evidence); and, *Andrews v. East Tex. Med. Ctr.-Athens*, 885 S.W.2d 264, 268 (Tex. App. – Tyler, 1994, no writ) (generally, pleadings alone, even if not verified, do not constitute summary judgment

evidence; however, in sworn account cases, pleadings can be the basis for summary judgment.....a verified general denial is insufficient to avoid summary judgment in action on sworn account).

6. The last known address for Dracus is shown on the Certificate of Last Known Address attached hereto as Exhibit "B" and incorporated herein for all purposes.

7. Dracus is a corporation and, therefore, is clearly not a service member currently in the military. A Non-Military Affidavit is attached hereto as Exhibit "C".

REQUESTED RELIEF

Default Judgment

8. Plaintiffs are entitled to a default judgment for the relief set forth in their Original Petition, which is incorporated herein by reference. Plaintiffs' Original Petition (1) states a cause of action within the jurisdiction of this Court; (2) gives fair notice to Dracus of the claims asserted; and (3) does not affirmatively disclose the invalidity of the claim on its face. *Paramount Pipe & Supp. v. Muhr*, 749 S.W.2d 491, 494 (Tex. 1988). Plaintiffs' Original Petition meets the requirements set out by the Texas Supreme Court in *Paramount*. In fact, as set forth above, Plaintiffs' Original Petition is sufficient as prima facie evidence of their sworn account case and, consequently, judgment in favor of Plaintiffs is warranted. *Andrews v. East Tex. Med. Ctr.-Athens*, 885 S.W.2d at 267-268.

9. Dracus filed the Entry, but has failed to answer (by general denial and/or verified denial and/or by affidavit stating that Plaintiffs' Original Petition does not set forth a just and true account as required by Rules 93(10), 121 and/or 185) or do anything that would suffice as a sufficient answer/denial to the claims asserted by Plaintiffs.² Dracus has, therefore, admitted all

² Plaintiff respectfully requests the Court take judicial notice of its file.

allegations in Plaintiffs' Original Petition. *Jackson v. Biotechtronics, Inc.*, 901 S.W.2d 38, 41 (Tex. App.—Houston [14th Dist.] 1996, no writ).

10. Plaintiffs sued Dracus for amounts owed on an Agreement for Consultation Services (the "**Contract**") (*see*, a true and correct copy of the Contract attached to the Business Records Affidavit of Acrondil Enterprises Limited which is attached hereto and incorporated herein in its entirety as Exhibit "D") related to various financial matters including, without limitation, the purchase of oil rigs and/or equipment in Mexico and to recover attorney's fees and costs.

11. The damages in Plaintiffs' Original Petition are liquidated and may be accurately calculated. Plaintiffs request that this Court grant a Default Judgment (or alternatively, as set forth in more detail below, a summary judgment) against Dracus and in favor of Plaintiffs for damages in the amount of Eight Hundred Thousand Dollars and 00/100 (\$800,000.00), plus post-judgment interest, attorney's fees and all costs which have been incurred and expended herein in connection with Plaintiffs' case against Dracus as such is allowed by law. *See*, Exhibit "D", the Affidavit of Suzanne J. DuBose attached hereto and incorporated herein in its entirety as Exhibit "E"; and, the original Affidavit of Hassan Meguid of Acrondil Enterprises Limited attached to Plaintiffs' Original Petition of which a courtesy copy has been attached hereto for the Court's Convenience as Exhibit "F". The account is just and true and all lawful offsets, credits and payments have been applied. *See*, Exhibits "D" and "F".

12. Plaintiffs are entitled to recover their attorney's fees and costs incurred in this matter, as well as reasonable and necessary appellate fees, pursuant to, including, without limitation, Chapter 38 of the Texas Civil Practices and Remedies Code. *See*, Exhibits "D", "E" and "F"; *and*, TEX. CIV. PRAC. & REM. CODE § 38.001. As set forth in the Affidavit of Suzanne J.

DuBose, Plaintiffs' attorney's fees and costs incurred in this matter which are related to Dracus are Six Thousand Two Hundred Eighty Five and 14/100 Dollars (\$6,285.14). *See*, Exhibit "E" attached hereto and incorporated herein in its entirety by reference. In the event of an appeal to the Court of Appeals, Plaintiffs would reasonably incur an additional \$6,000.00 in attorney's fees. *See*, Exhibit "E". If any party seeks a Petition for Review of this case by the Texas Supreme Court, Plaintiff will incur an additional \$8,000.00 in attorney's fees and related expenses. *See*, Exhibit "E". Should the Texas Supreme Court accept any party's Petition for Review in this case, Plaintiff will incur an additional \$10,000.00 in attorney's fees and related expenses. *See*, Exhibit "E".

Summary Judgment

13. In the alternative, summary judgment is appropriate as in the case at bar the record discloses that "there is no genuine issue as to any material fact and [therefore] the moving party is entitled to a judgment as a matter of law". TEX. R. CIV. P. 166a(c). The purpose of summary judgment in claims such as the one before this Court is to provide a speedy means for the disposition of controversies and/or issues that do not present genuine fact issues. *New Jersey Bank, N.A. v. Knuckley*, 637 S.W.2d 920, 921-22 (Tex. 1982). Once a movant establishes its right to summary judgment, the burden shifts to the non-movant to respond to the motion and present to the trial court any issues that would preclude summary judgment. *City of Houston v. Clear Creek Basin Authority*, 589 S.W.2d 671, 678 (Tex. 1979). Defendant also bears the burden to establish each and every element of any affirmative defense. *Brownlee v. Brownlee*, 665 S.W.2d 111, 112 (Tex. 1984).

14. The summary judgment evidence tendered by Plaintiffs, which is incorporated herein in its entirety, is as follows:

- Exhibit "A" – Entry of Appearance for Dracus
- Exhibit "B" - Certificate of Last Known Address
- Exhibit "C" – Non-Military Affidavit
- Exhibit "D" – Business Records Affidavit of Acroncil Enterprises Limited dated June 21, 2011
- Exhibit "E" - Affidavit of Suzanne J. DuBose of Ilirson & Westheimer, P.C.
- Exhibit "F" – Affidavit of Hassan Meguid of Acroncil Enterprises Limited dated October 29, 2010

15. As aforementioned in paragraph 5 above, Dracus has failed to file a written denial under oath which is necessary in the case at bar in accordance with Rules 93(10) and 185 of the Texas Rules of Civil Procedure, and, as such, Dracus has waived any right to dispute the amount and ownership of the account as such is set forth in Plaintiffs' Original Petition and the exhibits attached thereto as well as set forth in the exhibits attached to this Motion. *See*, TEX. R. CIV. P. 93(10) and 185; *see also*, *Roark*, 813 S.W.2d at 494; *Panditi*, 180 S.W.3d at 927; *Northeast Wholesale Lumber, Inc.*, 785 S.W.2d at 407 (Tex. App. – Dallas 1989, no writ); *and*, *Andrews*, 885 S.W.2d at 268 (generally, pleadings alone, even if not verified, do not constitute summary judgment evidence; however, in sworn account cases, pleadings can be the basis for summary judgment.....a verified general denial is insufficient to avoid summary judgment in action on sworn account)

CONCLUSION

16. In summary, Plaintiffs have met all the elements required to obtain a default judgment, or in the alternative, as Dracus has failed to file a written general denial under oath setting forth the requisites of Rule 185 of the Texas Rules of Civil Procedure, Plaintiffs are entitled to summary judgment as a matter of law for the reasons asserted herein.

17. As Plaintiffs' damages are liquidated, no hearing is necessary or requested.

WHEREFORE PREMISES CONSIDERED, Plaintiffs, Hassan Meguid and Acrondil Enterprises Limited, respectfully pray that Defendant, Dracus S.A. de C.V., be found liable to Plaintiffs and that Plaintiffs should recover the amount in dispute, plus its attorney's fees and costs, post judgment interest, and such other and further relief to which this Court deems them to be justly entitled.

Respectfully submitted,

HIRSCH & WESCHMEIMER, P.C.

By: _____

Suzanne J. DuBose
State Bar No. 24047521
700 Louisiana, Suite 2550
Houston, Texas 77002
Tel: (713) 220-9183
Fax: (713) 223-9319

**ATTORNEYS FOR PLAINTIFFS,
HASSAN MEGUID AND ACRONDIL
ENTERPRISES LIMITED**

CERTIFICATE OF SERVICE

On this 21st day of June, 2011, I hereby certify that a true and correct copy of the foregoing document was sent to all counsel of record as indicated below:

Defendant, Dracus S.A. de C.V.
Plaza Azul
Av. Ricardo Margain #335, Local-7
Col. Santa Engracia
66267 San Pedro Garza García, N.L.
Mexico

Via International Registered Mail and International Air Mail



Suzanne J. DuBose

EXHIBIT “A”

Unofficial Copy Office of Marilyn Burgess District Clerk

CAUSE NO. 2010-71948

HASSAN MEGUID AND
ACRONDIL ENTERPRISES LIMITED,

Plaintiffs,

vs.

DRACUS, S.A. DE C.V. AND
JUAN CARLOS CASADO GRAJALES

Defendants.

IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

25TH JUDICIAL DISTRICT

DEFENDANT DRACUS, S.A. DE C.V.'S ENTRY OF APPEARANCE

COMES NOW Defendant Dracus, S. A. De C.V. ("Dracus") and files this Entry of Appearance in the above-captioned cause of action.

WHEREFORE, PREMISES CONSIDERED, Defendant, Dracus, S.A. De C.V., respectfully prays that the Court take notice that it has entered an appearance in this matter.

Respectfully submitted,

DRACUS S.A. DE C.V.

By: _____

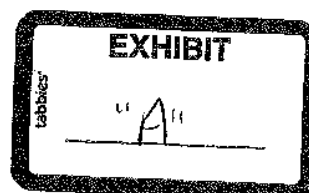
Name: Guillermo Alfonso Cuevas Martinez

Title: _____

Address: _____

Telephone: _____


DEFENDANT, *Pro Se*



CERTIFICATE OF SERVICE

On this _____ day of _____, 2011, I hereby certify that a true and correct copy of the foregoing document was sent to the following counsel:

Suzanne J. DuBose
Hirsch & Westheimer, PC
700 Louisiana, Suite 2550
Houston, Texas 77002



Guillermo Alfonso Cuevas Martinez

Unofficial Copy Office of Marilyn Burgess District Clerk

EXHIBIT “B”

Unofficial Copy Office of Marilyn Burgess District Clerk

CAUSE NO. 2010-71948

HASSAN MEGUID AND
ACRONDIL ENTERPRISES LIMITED,

Plaintiffs,

vs.

DRACUS, S.A. DE C.V. AND
JUAN CARLOS CASADO GRAJALES

Defendants.

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IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

125TH JUDICIAL DISTRICT

CERTIFICATE OF LAST KNOWN ADDRESS

I hereby certify that the last known address for Defendant, Dracus S.A. de C.V., is Plaza Azul, Av. Ricardo Margáin #335, Local-7, Col Santa Engracia, 66267 San Pedro Garza García, N.L., Mexico.

Respectfully submitted,

HIRSCH & WESTHEIMER, P.C.

By: _____

Suzanne J. DuBose
Suzanne J. DuBose
State Bar No. 24047521
700 Louisiana, Suite 2550
Houston, Texas 77002
Tel: (713) 220-9183
Fax: (713) 223-9319

**ATTORNEYS FOR PLAINTIFFS,
HASSAN MEGUID AND ACRONDIL
ENTERPRISES LIMITED**

Unofficial Copy Office of Marilyn Burgess District Clerk

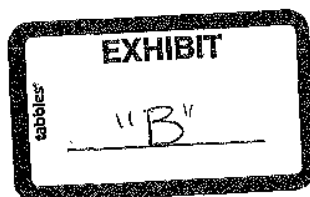


EXHIBIT “C”

Unofficial Copy Office of Marilyn Burgess District Clerk

CAUSE NO. 2010-71948

HASSAN MEGUID AND
ACRONDIL ENTERPRISES LIMITED,

Plaintiffs,

vs.

DRACUS, S.A. DE C.V. AND
JUAN CARLOS CASADO GRAJALES

Defendants.

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IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

125TH JUDICIAL DISTRICT

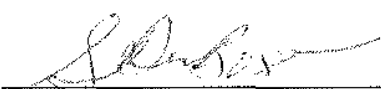
MILITARY STATUS AFFIDAVIT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Suzanne J. DuBose, personally known by me to be the person whose name is subscribed below, and who, upon her oath, stated as follows:

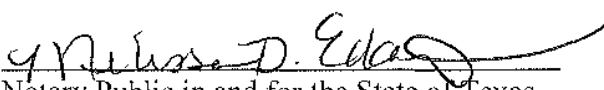
1. My name is Suzanne J. DuBose. I am over 21 years of age, of sound mind, and capable of making this sworn statement. I have personal knowledge of the facts stated herein, and they are true and correct.
2. Dracus S.A. de C.V. is a corporation and therefore clearly is not a member of any branch of the military.

SIGNED on this 20th day of June, 2011.



Suzanne J. DuBose

SWORN TO AND SUBSCRIBED BEFORE ME on the 20th of June, 2011.



Notary Public in and for the State of Texas

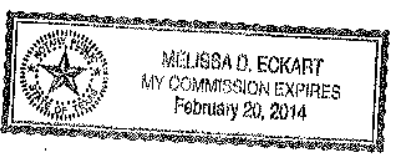
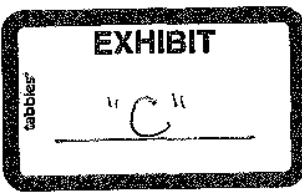


EXHIBIT “D”

Unofficial Copy Office of Marilyn Burgess District Clerk

CAUSE NO. 2010-71948

HASSAN MEGUID AND
ACRONDIL ENTERPRISES LIMITED,

Plaintiffs,

vs.

DRACUS, S.A. DE C.V. AND
JUAN CARLOS CASADO GRAJALES

Defendants.

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IN THE DISTRICT COURT OF

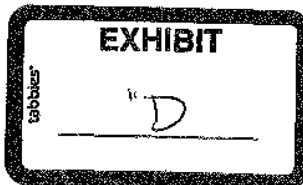
HARRIS COUNTY, TEXAS

125TH JUDICIAL DISTRICT

AFFIDAVIT OF HASSAN MEGUID


BEFORE ME, the undersigned authority, on this day personally appeared Hassan Meguid, known to me to be the person whose name is subscribed below, and who, being by me duly sworn, stated the following:

1. My name is Hassan Meguid of Acrondil Enterprises Limited ("Acrondil"). I am over the age of twenty-one (21) years. I have never been convicted of a felony or crime of moral turpitude and I am competent and duly authorized to make this Affidavit based upon my personal knowledge of the facts stated herein.
2. On or about March 18, 2009, Acrondil, by and through its directors, including me, at the special insistence and request of Defendants, Dracus, S.A. de C.V. (and its principles Juan Carlos Casado Grajales, Guillermo Alfonso Cuevas Martinez and Luis Alberto De La Fuente Pro) ("Dracus") entered into an Agreement for Consultant Services (the "Contract") related to various financial matters, including, without limitation, the purchase of oil rigs and/or equipment in Mexico. The Contract amount was \$2,000,000.00. A true and correct copy of the Contract is attached hereto as Attachment "1".
3. While the services the subject of the Contract were performed by us in accordance with the Contract and we have complied with all of our obligations under the Contract, Defendants have failed and refused and continue to fail and refuse to pay the balance due and owing to us under the Contract. The balance due and owing is \$800,000.00 with all lawful offsets, credits and payments applied.



4. I am a custodian of records for Acrondil. The attached Contract is a record kept by Acrondil in the regular course of business, and it was the regular course of business of Acrondil for an employee or representative of Acrondil with knowledge of the act, event, condition, opinion, or diagnosis, recorded to make the record or to transmit information thereof to be included in such record; and the record was made at or near the time or reasonably soon thereafter. The records attached hereto are the original or exact duplicates of the original.
5. I have read the foregoing Affidavit and all the facts stated herein are true and correct and within my personal knowledge.

FURTHER AFFIANT SAYETH NOT."


 DR. HASSAN MEGUID

STATE OF TEXAS

COUNTY OF Harris

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Subscribed and sworn to before me by Hassan Meguid of Acrondil Enterprises Limited on this the 20th day of June, 2011.

(SEAL)


 NOTARY PUBLIC
 My Commission Expires: 2/20/14



Unofficial Copy Office of Marilyn Burdette, 14th District Court

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services is made and entered into this 18th day of March, 2009 by and between:

DRACUS S.A. DE C.V. represented by corporate officers, Mr. Guillermo Alfonso Cuevas Martinez, Mr. Luis Alberto De La Fuente Pro and Mr. Juan Carlos Casado Grajales, authorized signatories, hereinafter referred to as "DRACUS"

and

ACRONDIL ENTERPRISES LIMITED, represented by director Dr. H. Meguid, hereinafter referred to as "ACRONDIL",

and collectively hereinafter known as the "PARTIES";

WHEREAS, DRACUS warrants that it is prepared and ready to enter into an agreement to obtain the Consultancy Services of ACRONDIL in assisting them in certain and not limited to financial matters, and;

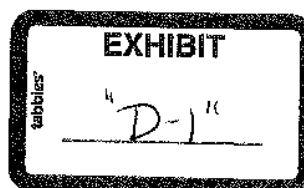
WHEREAS, ACRONDIL warrants that it ready and willing to assist DRACUS with Consultancy Services in certain and not limited to financial matters required by DRACUS, and;

NOW, THEREFORE, in consideration of these premises, and the premises, representations, warranties and mutual covenants herein set out and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the PARTIES agree as follows:

- 1) DRACUS agrees to pay ACRONDIL the amount of US\$2,000,000.00 (Two Million United States Dollars Only) in incremental amounts as required by ACRONDIL in the provision of its consulting services.
- 2) ACRONDIL agrees to assist DRACUS using its well known reputation and best European expertise knowledge in financial matters as required by DRACUS until such time in the future as to when the amount of the US\$2,000,000.00 is expired.

This Agreement shall be governed by and construed in accordance with the laws of Switzerland.

Any dispute or difference arising out of or in connections with his Agreement, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce, Paris by one or more arbitrators appointed in accordance with the said Rules.



This Agreement may be executed in counterparts, each of which shall be deemed and original but all of which, when taken together, shall constitute one and the same Agreement.

The transmittal by fax or electronic mail of this Agreement, fully executed by the PARTIES shall be deemed and considered an original, binding and enforceable document.

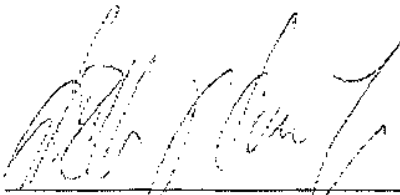
This Agreement replaces and supersedes any previous agreement between the PARTIES.

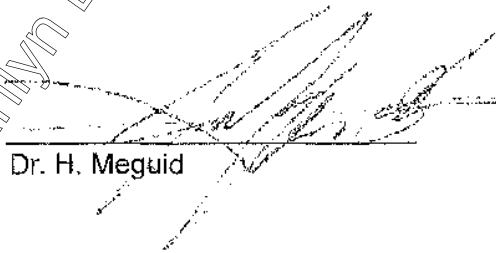
IN WITNESS WHEREOF, the PARTIES hereto have set their hands of those of their authorized representatives, and their respective seals, intending to be legally bound thereby, as of the day and year first above written.

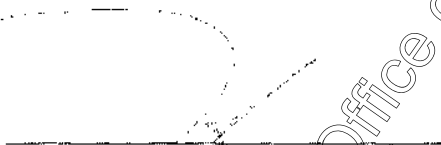
ACKNOWLEDGED and ACCEPTED:

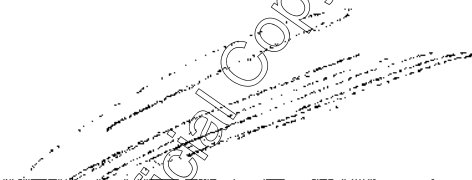
DRACUS, S.A. DE C.V.

ACRONDIL ENTERPRISES LIMITED



Guillermo Alfonso Cuevas Martinez

Dr. H. Meguid

Luis Alberto De La Fuente Pro

Juan Carlos Casado Grajales

EXHIBIT “E”

Unofficial Copy Office of Marilyn Burgess District Clerk

CAUSE NO. 2010-71948

HASSAN MEGUID AND
ACRONDIL ENTERPRISES LIMITED,

Plaintiffs,

vs.

DRACUS, S.A. DE C.V. AND
JUAN CARLOS CASADO GRAJALES

Defendants.

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IN THE DISTRICT COURT OF

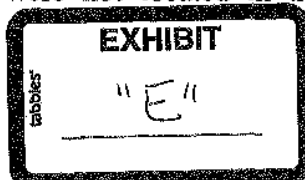
HARRIS COUNTY, TEXAS

125TH JUDICIAL DISTRICT

AFFIDAVIT OF SUZANNE J. DUBOSE

BEFORE ME, the undersigned authority, on this day personally appeared Suzanne J. DuBose, known to me to be the person whose name is subscribed below, and who, being by me duly sworn, stated the following:

1. My name is Suzanne J. DuBose. I am over the age of twenty-one (21) years. I have never been convicted of a felony or crime of moral turpitude and I am competent to testify and duly authorized to make this Affidavit based upon my personal knowledge of the facts stated herein. I declare under penalty of perjury that the matters stated herein are true and correct.
2. I am the attorney of record for Plaintiffs, Hassan Meguid ("*Meguid*") and Acrondil Enterprises Limited ("*Acrondil*") (collectively referred to herein as "*Plaintiffs*"), in connection with the above-referenced lawsuit. I am an attorney with the law firm of Hirsch & Westheimer, P.C. I am familiar with rates charged by attorneys in Texas. I currently charge the rate of \$225.00 per hour for the services I provide to Plaintiffs.
3. I have performed reasonable and necessary legal services on behalf of Plaintiffs. I researched the facts and law involved in the matter, reviewed and analyzed various documents and drafted various documents and pleadings, including correspondence, Plaintiffs' Original Petition, Application for Temporary Restraining Order and Temporary and Permanent Injunction and Request for Disclosure ("*Plaintiffs' Original Petition*"), this Motion for Default Judgment, or, alternatively Motion for Summary Judgment, together with supporting Affidavits and exhibits, of which this Affidavit is part. This matter has been particularly complicated as initially Defendants were not located in the United States, but in



Mexico and it has been necessary to go through a long, time-consuming and arduous process of serving said Defendants through under the Hague Convention through the Ministry of Foreign Affairs.

4. In summary, I have spent at least 23 hours at the rate of \$205.00/per hour in performing reasonable and necessary legal services related to the case against Dracus in this matter. I have spent at least 3.5 hours at the rate of \$225.00/per hour in performing reasonable and necessary legal services related to the case against Dracus in this matter. Melissa Eckart, a legal assistant for this firm, spent at least 4.7 hours at the rate of \$95.00/per hour in performing reasonable and necessary legal services related to the case against Dracus in this matter. Plaintiffs have incurred in excess of Five Thousand Nine Hundred Forty Nine and 00/100 Dollars (\$5,949.00) in reasonable and necessary attorneys' fees related to the case against Dracus in the above-captioned cause of action.
5. Plaintiffs have also incurred costs in this matter related to Dracus in the amount of Three Hundred Thirty Six and 14/100 Dollars (\$336.14) as of the date of this affidavit.
6. Attached to this Affidavit as Attachment "1" are true and correct copies of billing statements, with privileged portions redacted, evidencing the attorney's fees and expenses incurred in this matter. I am a custodian of records for Hirsch & Westheimer, P.C. The attached billing statements are records kept by Hirsch & Westheimer, P.C. in the regular course of business, and it was the regular course of business of Hirsch & Westheimer, P.C. for an employee or representative of Hirsch & Westheimer, P.C. with knowledge of the act, event, condition, opinion, or diagnosis, recorded to make the record or to transmit information thereof to be included in such record; and the record was made at or near the time or reasonably soon thereafter. I have compared the original documents to the copies and the records attached hereto are the original or exact duplicates of the original minus the redacted portion.
7. If I have to attend a hearing on this Motion, I will spend at least another 3 hours preparing for and attending the hearing. This would be additional necessary time spent in this matter and the additional fee in the amount of Six Hundred and Seventy-Five and 00/100 Dollars (\$675.00) would be reasonable and necessary.
8. If the Defendants file a notice of appeal, Plaintiffs should be entitled to an additional \$6,000.00 in reasonable and necessary attorney's fees. In the event of a Petition for Review to the Texas Supreme Court, Plaintiffs would reasonably incur an additional \$8,000.00 in attorney's fees, and in the event that the Texas Supreme Court grants a Petition for Review,


Plaintiffs would reasonably incur an additional \$10,000.00 in attorney's fees and such amounts would be reasonable and necessary. My opinion is based on my and/or other attorneys at my firm's past experience in responding to appeals, filing or responding to a petition for review to the Texas Supreme Court, and pursuing or responding to a petition for review that has been granted.

FURTHER AFFIANT SAYETH NOT.



Suzanne J. DuBose

SUBSCRIBED TO AND SWORN TO before me on this 7th day of June, 2011.



Notary Public in and for the State of TEXAS



Unofficial Copy Office of Marilyn Burgess District Clerk

Unofficial Copy Office of Marilyn Burgess District Clerk

EXHIBIT “E-1”

Hirsch & Westheimer, P.C.

700 Louisiana, Suite 2550
Houston, TX 77002
(713)223-5181

November 22, 2010

DR. HASSAN MEGUID
1810 TALCOTT LANE
SUGAR LAND, TX 77479

Invoice No. 66689
20100544-20100752
SJD

RE: Dracus, S.A. de C.V.

Balance Forward This Matter **0.00**

For Services Rendered Through **10/31/2010**

Date	Atty	Description	Hours	Amount
10/16/2010	SJD	CONFER NUMEROUS TIMES WITH DR. MEGUID REGARDING [REDACTED]	0.40	0.00
10/25/2010	SJD	MEETING WITH DOC MEGUID REGARDING [REDACTED]	1.00	0.00
10/25/2010	SJD	CONFER WITH DR. MEGUID REGARDING [REDACTED]	0.10	20.50
10/26/2010	SJD	BEGIN DRAFT PETITION AGAINST DRACUS AND JUAN CARLOS; CONFER WITH CLIENT REGARDING [REDACTED]	1.00	205.00
10/27/2010	SJD	RESEARCH INDIVIDUAL DEFENDANTS AND CORPORATE STATUS OF DRACUS; CONTINUE PREPARATION/REVISION TO PETITION, APPLICATION FOR TEMPORARY RESTRAINING ORDER AND TEMPORARY INJUNCTION AGAINST DRACUS AND JUAN CARLOS; CONFERENCE WITH CLIENT REGARDING [REDACTED] CORRESPOND WITH CLIENT SEVERAL TIMES REGARDING [REDACTED]	6.20	1,271.00
10/28/2010	SJD	CONTINUE PREPARATION AND/OR REVISIONS TO PETITION, TEMPORARY RESTRAINING ORDER, APPLICATION FOR INJUNCTIVE RELIEF AND AFFIDAVIT OF HASSAN MEGUID; RECEIVE AND REVIEW DOCUMENTS.	4.90	1,004.50

Please Indicate your Invoice No. On Your Check



10/29/2010	SJD	FILE PETITION AND APPLICATION FOR TEMPORARY RESTRAINING ORDER; ATTEND HEARING ON TEMPORARY RESTRAINING ORDER.	2.50	512.50
Total Current Fees				3,013.50

Summary of Services

SUZANNE J. DUBOSE	1.40 hours at \$	0.00 /hr	0.00
SUZANNE J. DUBOSE	14.70 hours at \$	205.00 /hr	3,013.50

Expenses not Previously Billed

PHOTOCOPIES	39.25
PARKING WHILE AT COURTHOUSE REGARDING HEARING ON APPLICATION FOR TEMPORARY RESTRAINING ORDER.	7.00
Total Current Expense	46.25

Total Balance Due This Invoice 3,059.75

Balance Due This Matter 3,059.75

Unofficial Copy Office of Marilyn Burgess District Clerk

Hirsch & Westheimer, P.C.

700 Louisiana, Suite 2550
Houston, TX 77002
(713)223-5181

December 17, 2010

DR. HASSAN MEGUID
1810 TALCOTT LANE
SUGAR LAND, TX 77479

Invoice No. 67212
20100544-20100752
SJD

RE: Dracus, S.A. de C.V.

Balance Forward This Matter 0.00

For Services Rendered Through 11/30/2010

Date	Atty	Description	Hours	Amount
11/2/2010	SJD	CORRESPOND WITH PROCESS SERVER REGARDING ISSUES IN CONNECTION WITH SERVING PROCESS ON JUAN CARLOS GRAJALES.	0.10	20.50
11/3/2010	SJD	CONFER WITH PROCESS SERVER REGARDING NEW CITATIONS FOR JUAN CARLOS; CONFER WITH CLIENT REGARDING [REDACTED]	0.10	20.50
11/8/2010	SJD	RESEARCH SERVICE ABROAD; PREPARE MODEL ANNEX FORM, SUMMARY AND REQUEST FOR SERVICE TO CENTRAL AUTHORITY IN MEXICO IN ACCORDANCE WITH PROVISIONS OF HAGUE CONVENTION; PREPARE MOTION FOR EXTENSION OF TEMPORARY RESTRAINING ORDER AND CONTINUANCE OF TEMPORARY INJUNCTION HEARING AND PROPOSED ORDER IN CONNECTION WITH SAME.	6.10	1,250.50
11/10/2010	SJD	CORRESPOND WITH TRANSLATOR REGARDING TRANSLATION OF PETITION, APPLICATION FOR INJUNCTIVE RELIEF AND TEMPORARY RESTRAINING ORDER AND COST ASSOCIATED WITH SAME; CONTINUE RESEARCH INTO REQUIREMENTS FOR SERVICE THROUGH MINISTRY OF FOREIGN AFFAIRS IN MEXICO.	1.00	205.00
11/12/2010	SJD	CONTINUE EFFORTS TO LOCATE TRANSLATOR FOR SERVICE OF DOCUMENTS ON MEXICO'S MINISTRY OF FOREIGN AFFAIRS.	0.30	61.50
11/22/2010	SJD	RECEIVE AND REVIEW SUGARLAND POLICE REPORT.	0.10	20.50

Please Indicate your Invoice No. On Your Check

11/24/2010	SJD	PREPARE FOR TEMPORARY INJUNCTION HEARING.	3.00	615.00
11/29/2010	SJD	PREPARE TEMPORARY INJUNCTION ORDER; CONFER WITH PROCESS SERVER REGARDING PREPARATION OF AFFIDAVIT SHOWING SERVICE ON MINISTRY OF FOREIGN AFFAIRS; RECEIVE AND REVIEW SAME; CONTINUE PREPARATION FOR TEMPORARY INJUNCTION HEARING; TRAVEL TO AND ATTEND SAME.	3.30	676.50
11/30/2010	SJD	PREPARE SECOND AMENDED HEARING ON ORDER TO SHOW CAUSE, FILE AND SERVE SAME.	0.30	61.50

Total Current Fees 2,931.50
Discount: -500.00

Summary of Services

SUZANNE J. DUBOSE 14.30 hours at \$ 205.00/hr 2,931.50

Expenses not Previously Billed

PHOTOCOPIES	29.00
RE-ISSUANCE OF CITATION/TEMPORARY RESTRAINING ORDER.	20.00
BOND FOR TEMPORARY RESTRAINING ORDER.	100.00
FILING ORIGINAL PETITION, APP. FOR TEMPORARY RESTRAINING ORDER AND TEMPORARY INJUNCTION.	297.00
FEE FOR FILING.	4.00
ADDITIONAL FEE FOR RE-ISSUANCE OF CITATION & TRO.	32.00
RE-ISSUE CITATION & TEMPORARY RESTRAINING ORDER.	32.00

Total Current Expense 514.00

Total Balance Due This Invoice 2,945.50

Balance Due This Matter 2,945.50

Hirsch & Westheimer, P.C.

700 Louisiana, Suite 2550
Houston, TX 77002
(713)223-5181

January 20, 2011

DR. HASSAN MEGUID
1810 TALCOTT LANE
SUGAR LAND, TX 77479

Invoice No. 67624
20100544-20100752
SJD

RE: Dracus, S.A. de C.V.

Balance Forward This Matter 2,945.50

For Services Rendered Through 12/31/2010

Date	Atty	Description	Hours	Amount
12/9/2010	SJD	RECEIVE AND REVIEW STATUS OF SERVICE IN MEXICO; CONFER WITH STAFF REGARDING [REDACTED]	0.30	61.50
12/14/2010	SJD	CONFERENCE CALL WITH GUILLERMO CUEVAS REGARDING FACTS OF THIS CASE AND SCHEDULING TELEPHONE CONFERENCE TO DISCUSS SAME; CORRESPOND WITH LEOPOLDO ANGELES REGARDING SAME.	0.50	102.50
12/20/2010	SJD	PREPARE FOR AND ATTEND 2ND HEARING ON TEMPORARY INJUNCTION; CORRESPOND WITH MINISTRY OF FOREIGN AFFAIRS AND RESEARCH ONLINE THE STATUS OF SERVICE.	1.80	369.00
Total Current Fees				533.00

Summary of Services

SUZANNE J. DUBOSE 2.60 hours at \$ 205.00/hr 533.00

Expenses not Previously Billed

MESSENGER SERVICE	3.00
PARKING WHILE ATTENDING 11/29/2010 TEMPORARY INJUNCTION HEARING.	5.00
MACH 5 COURIERS DELIVERY TO EASY SERVE - RUSS #	14.95

Please Indicate your Invoice No. On Your Check

915846 - 11/3/2010.	
PARKING WHILE ATTENDING TEMPORARY INJUNCTION HEARING.	4.00
SERVICE OF CITIATION ON JUAN CARLOS CASADO # 195600-1.	70.00
SERVICE OF CITIATION ON DRACUS S A DE C V # 195600-2.	25.00
Total Current Expense	121.95
Total Balance Due This Invoice	654.95
Balance Due This Matter	3,600.45

Unofficial Copy Office of Marilyn Burgess Burgess District Clerk

Hirsch & Westheimer, P.C.

700 Louisiana, Suite 2550
Houston, TX 77002
(713)223-5181

March 24, 2011

DR. HASSAN MEGUID
1810 TALCOTT LANE
SUGAR LAND, TX 77479

Invoice No. 68824
20100544-20100752
SJD

RE: Dracus, S.A. de C.V.

Balance Forward This Matter 3,600.45

For Services Rendered Through 2/28/2011

Date	Atty	Description	Hours	Amount
1/4/2011	SJD	PREPARE GENERAL DENIAL FOR DRACUS SIGNATURE; PREPARE ENTRY OF APPEARANCE FOR GUILLERMO MARTINEZ.	0.50	102.50
1/5/2011	SJD	PREPARE/REVISE SETTLEMENT AGREEMENT AND AGREED JUDGMENT WITH DRACUS; PREPARE/REVISE MOTION AND ORDER OF NON-SUIT AND DISMISSAL; CONFER SEVERAL TIMES WITH DR. MEGUID REGARDING [REDACTED].	4.50	922.50
1/26/2011	SJD	RECEIVE AND REVIEW PACKAGE/RESPONSE FROM MINISTRY OF FOREIGN AFFAIRS; ASCERTAIN WHAT REVISIONS NEED TO BE MADE FOR APPLICATION FOR CERTIFICATE OF SERVICE; BEGIN PREPARING PACKAGE IN RESPONSE TO REQUESTS FROM MINISTRY OF FOREIGN AFFAIRS IN MEXICO; CORRESPOND WITH CLIENT REGARDING [REDACTED] [REDACTED]	0.80	164.00
2/3/2011	SJD	PREPARE NEW SERVICE REQUEST AND CERTIFICATE FOR DELIVERY TO MINISTRY OF FOREIGN AFFAIRS IN ACCORDANCE WITH INSTRUCTIONS REGARDING SAME.	0.60	123.00
2/7/2011	SJD	RECEIVE AND REVIEW NOTICE OF POTENTIAL DISMISSAL FOR LACK OF SERVICE; BEGIN DRAFTING MOTION TO RETAIN.	0.10	20.50
Total Current Fees				1,332.50
Discount:				-500.00

Summary of Services

SUZANNE J. DUBOSE 6.50 hours at \$ 205.00 /hr 1,332.50

Please Indicate your Invoice No. On Your Check

Expenses not Previously Billed

PHOTOCOPIES	30.50
MESSENGER SERVICE	3.00
SERVICE OF CITATION ON JUAN CARLOS CASADO # 195354-1 - 11/1/2010 - NOT SERVED.	84.00
SERVICE OF CITATION ON JUAN CARLOS CASADO # 195355-1 - 11/1/2010 - NOT SERVED.	50.00
SERVICE OF CITATION ON JUAN CARLOS CASADO # 195385-2 - 11/4/2010.	50.00
SERVICE OF CITATION ON DRACUS S A DE CV # 195384-1 - 11/8/2010.	111.32
SERVICE OF CITATION ON DRACUS S A DE CV # 195385-1 - 11/8/2010.	51.32
SERVICE OF CITATION ON JUAN CARLOS CASADO # 195384-2 - 11/4/2010.	161.92
Total Current Expense	542.06

Total Balance Due This Invoice 1,374.56

Balance Due This Matter 4,975.01

Unofficial Copy Office of Marilyn Buggess District Clerk

Hirsch & Westheimer, P.C.

700 Louisiana, Suite 2550
Houston, TX 77002
(713)223-5181

May 23, 2011

DR. HASSAN MEGUID
1810 TALCOTT LANE
SUGARLAND, TX 77479

Invoice No. 69585
20100544-20100752
SJD

RE: Dracus, S.A. de C.V.

Balance Forward This Matter **0.00**

For Services Rendered Through **3/31/2011**

Date	Atty	Description	Hours	Amount
3/1/2011	MDE	INITIAL DRAFT OF PLAINTIFFS VERIFIED MOTION TO RETAIN AND PROPOSED ORDER.	0.50	47.50
3/2/2011	MDE	CONTINUED INITIAL DRAFT OF PLAINTIFFS VERIFIED MOTION TO RETAIN AND PROPOSED ORDER.	2.00	190.00
3/4/2011	SJD	CONFER WITH COURT CLERK REGARDING SUBMISSION OF MOTION TO RETAIN AND REMOVAL FROM DISMISSAL DOCKET.	0.10	20.50
3/16/2011	SJD	CONFER SEVERAL TIMES WITH DR. MEGUID REGARDING [REDACTED]	3.00	615.00
		[REDACTED]		
		RESEARCH EXTRADITION LAWS/TREATIES BETWEEN UNITED STATES AND MEXICO.		
3/17/2011	SJD	RECEIVE AND REVIEW US TREASURY CHECKS FROM DEFENDANTS; LENGTHY TELEPHONE CONFERENCE WITH STEVEN DOGGETT REGARDING [REDACTED]	1.10	225.50
		[REDACTED]		
		SEVERAL CONFERENCE CALLS WITH DR. MEGUID REGARDING [REDACTED] RECEIVE AND REVIEW ADDITIONAL CORRESPONDENCE FROM ALBERTO GONZALES.		
3/18/2011	SJD	RECEIVE AND REVIEW ADDITIONAL CORRESPONDENCE FROM ALBERTO TREVINO REGARDING ACCUSATION AND ORDER TO ARREST DR. MEGUID; CORRESPOND WITH CLIENT REGARDING [REDACTED]	0.10	20.50

Please Indicate your Invoice No. On Your Check

3/23/2011	SJD	TELEPHONE CONFERENCE WITH DAN COGDELL REGARDING THE ACCUSATION/ARREST ORDER FROM MONTERREY AND REPRESENTATION OF CLIENT IN CONNECTION WITH SAME; RECEIVE AND REVIEW TEXAS CRIMINAL DEFENSE LAWYER WEBSITE FOR ATTORNEYS WITH CONNECTION TO MEXICAN CONSULATE; CONFER WITH CLIENT REGARDING [REDACTED]	0.70	143.50
3/24/2011	SJD	CORRESPOND WITH DAN COGDELL REGARDING STATUS OF HIS REVIEW OF DOCUMENTS AND SCHEDULING TELEPHONE CONFERENCE.	0.10	20.50
3/25/2011	SJD	SEVERAL CONFERENCE CALLS WITH DAN COGDELL REGARDING DETENTION ORDER/ACCUSATION FROM JUAN CARLOS GRAJALES; CONFER WITH CLIENT SEVERAL TIMES REGARDING SAME AS WELL AS MEETING WITH GUILLERMO TO EXECUTE SETTLEMENT AGREEMENT.	0.30	61.50
3/28/2011	SJD	CORRESPOND WITH DAN COGDELL GRANTING PERMISSION TO CONTACT HIS CONNECTIONS IN MONTERREY TO ASCERTAIN WHETHER THERE IS A DETENTION ORDER IN PLACE BY A CRIMINAL JUDGE; RECEIVE AND REVIEW DOCUMENTS RECEIVED FROM MINISTRY OF FOREIGN AFFAIRS; DISCUSS MEANING OF SAME WITH TEAM.	0.30	61.50
3/30/2011	SJD	RECEIVE AND REVIEW MINISTRY OF FOREIGN AFFAIRS RECENT OBJECTIONS TO SERVICE OF PROCESS ON DRACUS AND GRAJALES; CONFER WITH DR. MEGUID REGARDING [REDACTED]	0.10	20.50
3/31/2011	SJD	PROVIDE INSTRUCTIONS REISSUANCE OF CITATIONS IN SPANISH AND INCLUDING SPECIFIC INSTRUCTIONS FOR DEADLINE TO ANSWER IN SPANISH TO TEAM AND CLERK IN ACCORDANCE WITH MINISTRY OF FOREIGN AFFAIRS' INSTRUCTIONS.	0.20	41.00
Total Current Fees				1,467.50

Summary of Services

SUZANNE J. DUBOSE	6.00 hours at \$ 205.00 /hr	1,230.00
MELISSA D. ECKART	2.50 hours at \$ 95.00 /hr	237.50

Expenses not Previously Billed

FILING OF PLAINTIFFS HASSAN MEGUID AND ACRONDIL ENTERPRISES LIMITED VERIFIED MOTION TO RETAIN.	12.27
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Hirsch & Westheimer, P.C.
20100544-20100752

Page: 3
Invoice No. 69585

Total Current Expense

12.27

Total Balance Due This Invoice

1,479.77

Balance Due This Matter

1,479.77

Unofficial Copy Office of Marilyn Burgess District Clerk

Please Indicate your Invoice No. On Your Check

Hirsch & Westheimer, P.C.

700 Louisiana, Suite 2550
Houston, TX 77002
(713)223-5181

May 31, 2011

DR. HASSAN MEGUID
1810 TALCOTT LANE
SUGAR LAND, TX 77479

Invoice No. 69802
20100544-20100752
SJD

RE: Dracus, S.A. de C.V.

Balance Forward This Matter **1,479.77**

For Services Rendered Through **4/30/2011**

Date	Atty	Description	Hours	Amount
4/1/2011	SJD	CORRESPOND WITH DAN COGDELL REGARDING WHETHER THERE IS DETENTION ORDER IN MONTERREY; CONFER WITH DR. MEGUID REGARDING [REDACTED]	0.20	41.00
4/5/2011	SJD	CONFER WITH AGENCY AND/OR TEAM REGARDING REFUSAL OF MINISTRY OF FOREIGN AFFAIRS TO SERVE PROCESS ON JUAN CARLOS.	0.10	20.50
4/6/2011	SJD	CONTINUE EFFORTS TO INVESTIGATE SERVICE PROBLEMS WITH DEFENDANTS IN MEXICO AND POTENTIAL STRATEGIES TO RESOLVE SAME.	0.30	61.50
4/7/2011	SJD	RECEIVE AND REVIEW INSTRUCTIONS FROM PROCESS SERVER REGARDING APOSTILLE; RESEARCH SECRETARY OF STATE'S OFFICE FOR REQUIREMENTS IN CONNECTION WITH APOSTILLE; CONFER WITH DR. MEGUID REGARDING [REDACTED]	0.80	164.00
4/13/2011	SJD	CONTACT DAN COGDELL REGARDING STATUS OF INFORMATION FROM MEXICO; PREPARE ACTION ITEM LIST REGARDING THIS MATTER.	0.20	41.00
4/30/2011	SJD	PREPARE/REVISE CORRESPONDENCE THIRD ATTEMPT TO MINISTRY OF FOREIGN AFFAIRS; REVIEW DOCUMENTS FROM CLERK'S OFFICE FOR SERVICE OF PROCESS FOR MISTAKES.	0.20	41.00

Please Indicate your Invoice No. On Your Check

Total Current Fees **369.00**

Summary of Services

SUZANNE J. DUBOSE

1.80 hours at \$ 205.00 /hr 369.00

Total Balance Due This Invoice **369.00**

Balance Due This Matter **1,848.77**

Unofficial Copy Office of Marilyn Burgess District Clerk

Hirsch & Westheimer, P.C.

Transactions Listing Report

Search Description:

Search for: 20100544-20100752 Search by: Matter ID Stage: WIP Type: (all)

Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units	Price	Value
Date: 5/11/2011						
Date: 5/11/2011						
5/11/2011	SJD	20100544-20100752 / Meguid, Hassan, Dr. Dracus, S.A. de C.V. Investigate status of service on Juan Carlos; receive, review and file entry of appearance for dracus; confer with client regarding [REDACTED]	T	0.2000	205.0000	41.0000
				Date: 5/11/2011	0.2000	41.0000
				Date: 5/11/2011	0.2000	41.0000
Date: 5/12/2011						
Date: 5/12/2011						
5/12/2011	SJD	20100544-20100752 / Meguid, Hassan, Dr. Dracus, S.A. de C.V. Prepare correspondence to Dan Cogdell regarding status of investigation in Monterrey;	T	0.1000	205.0000	20.5000
5/12/2011	MDE	20100544-20100752 / Meguid, Hassan, Dr. Dracus, S.A. de C.V. DEFENDANT DRACUS S.A. DE C.V. ENTRY OF APPEARANCE	099	12.2700	1.0000	12.2700
				Date: 5/12/2011	12.3700	32.7700
				Date: 5/12/2011	12.3700	32.7700
				Grand Total	12.5700	73.7700

Hirsch & Westheimer, P.C.
Transactions Listing Report

Search Description:

Search for: 20100544-20100752 Search by: Matter ID Batch: (all) Type: (all)

Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units	Price	Value
Date: 6/17/2011						
Date: 6/17/2011						
6/17/2011	MDE	20100544-20100752 / Meguid, Hassan, Dr. Dracus, S.A. de C.V. Drafted initial Motion for Default Judgment, Judgment, Certificate of Mailing and Non-Military Affidavit.	T	2.0000	95.0000	190.0000
6/17/2011	MDE	20100544-20100752 / Meguid, Hassan, Dr. Dracus, S.A. de C.V. Prepared inital draft of Affidavit of Suzanne DuBose for the Motion for Default Judgment and redacted billing statements in order to attach to Affidavit as evidence for same.	T	1.5000	95.0000	142.5000
				Date: 6/17/2011	3.5000	332.5000
				Date: 6/17/2011	3.5000	332.5000
				Grand Total	3.5000	332.5000

Unofficial Copy Office of Marilyn Burgess District Clerk

Hirsch & Westheimer, P.C.
Transactions Listing Report

Search Description:

Search for: 20100544-20100752 Search by: Matter ID Batch: (all) Type: (all)

Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units	Price	Value
Date: 6/17/2011						
Date: 6/17/2011						
6/17/2011	MDE	20100544-20100752 / Meguid, Hassan, Dr. Dracus, S.A. de C.V. Drafted initial Motion for Default Judgment, Judgment, Certificate of Mailing and Non-Military Affidavit.	T	2.0000	95.0000	190.0000
6/17/2011	MDE	20100544-20100752 / Meguid, Hassan, Dr. Dracus, S.A. de C.V. Prepared initial draft of Affidavit of Suzanne DuBose and the Affidavit for Hassan Meguid for the Motion for Default Judgment and redacted billing statements in order to attach to Affidavit as evidence for same.		1.5000	95.0000	142.5000
				Date: 6/17/2011	3.5000	332.5000
				Date: 6/17/2011	3.5000	332.5000
Date: 6/20/2011						
Date: 6/20/2011						
6/20/2011	SJD	20100544-20100752 / Meguid, Hassan, Dr. Dracus, S.A. de C.V. Prepare/revise motion for default judgment; affidavit of Dr. Meguid and affidavit of Suzanne J. DuBose; receive and review numerous correspondence from Juan Carlos to Jerome Carter regarding this matter; prepare motion for summary judgment in the alternative; research case law on failure to timely file written denial of affidavit on sworn account;	T	3.5000	225.0000	787.5000
				Date: 6/20/2011	3.5000	787.5000
				Date: 6/20/2011	3.5000	787.5000
				Grand Total	7.0000	1,120.0000

EXHIBIT “F”

Unofficial Copy Office of Marilyn Burgess District Clerk

CAUSE NO. _____

HASSAN MEGUID AND
ACRONDIL ENTERPRISES LIMITED,

Plaintiffs,

vs.

DRACUS, S.A. DE C.V. AND
JUAN CARLOS CASADO GRAJALES

Defendants.

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IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

JUDICIAL DISTRICT

AFFIDAVIT OF HASSAN MEGUID

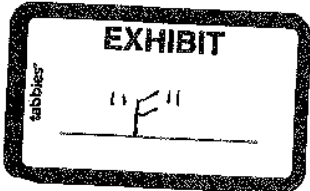
STATE OF TEXAS

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COUNTY OF FORT BEND

BEFORE ME, the undersigned authority, on this day personally appeared Dr. Hassan Meguid, known to me to be the person whose name is subscribed below, and who, being by me duly sworn, stated the following:

1. My name is Hassan Meguid of Acrondil Enterprises Limited. I am over the age of twenty-one (21) years. I have never been convicted of a felony or crime of moral turpitude and I am competent and duly authorized to make this Affidavit based upon my personal knowledge of the facts stated herein.
2. On or about March 18, 2009, Acrondil, by and through its directors, including me, at the special insistence and request of Defendants, Dracus, S.A. de C.V. ("*Dracus*") and Juan Carlos Casado Grajales ("*Grajales*") (collectively referred to herein as "*Defendants*"), entered into an Agreement for Consultant Services (the "*Contract*") related to various financial matters, including, without limitation, the purchase of oil rigs and/or equipment in Mexico. The Contract amount was \$2,000,000.00.
3. While the services the subject of the Contract were performed by us in accordance with the Contract and we have complied with all of our obligations under the Contract, Defendants have failed and refused and continue to fail and refuse to pay the balance due and owing to us under the Contract. The balance due and owing is \$800,000.00 with all lawful offsets, credits and payments applied.



4. On or about October 16, 2010, Defendants, themselves and/or by and through their officers, agents, servants, employees, or representatives, began threatening and harassing me and my family by including, without limitation, trespassing on my property, "casing" my house, sending me and my wife, both at home and my wife's place of business at The Methodist Hospital, close up photographs of our house, our vehicles and me. I have attached a true and correct copy of the photographs of my property which were sent by Grajales to me, my wife and my business associates. This correspondence includes threatening statements in Spanish which I think say 'it doesn't matter how far away you are....I'm going to get to you..... or do the same thing to you'. Due to the concern for the safety and welfare of my family, I immediately contacted the Sugarland Police Department and filed a police report with Officer Brian Dirks.
5. Furthermore, Defendants, themselves and/or by and through their officers, agents, servants, employees, or representatives, have verbally and in writing disparaged me and my company to several brokers we do business with, including, without limitation, Jerome Carter, Sr., Liz Arraga and Saramiento Peppi stating things such as I have committed fraud, breached my contract and/or stole money from them and such conduct is interfering with my current and prospective business relations. Upon information and belief, Defendants have also attempted to slander and/or libel me to various governmental entities, including, without limitation the Texas Secretary of State's Office and the Internal Revenue Service.
6. This conduct is malicious and is causing me and my family mental anguish and emotional distress and is affecting my business relationships and economic interests so I am seeking a temporary restraining order and temporary and permanent injunction against Defendants asking this Court to enjoin them, and those persons in active concert or participation with them, if any, from trespassing on my property; threatening or harassing or assaulting me, my family and any of my employees and/or business associates in any way; and, publishing statements either orally or in writing which include disparaging and untruthful remarks regarding me, my family and my business such as those set forth herein. Such malicious actions by Defendants are in violation of my rights and are prejudicial to me and damaging to my wellbeing, my family's wellbeing and my personal and business reputations. Further, I seek to enjoin Defendants from destroying, disposing of, or altering any e-mail or other electronic data relevant to the subject matter of this case, whether stored on a hard drive or on a diskette or other electronic storage device.
7. I am likely to succeed on the merits of my lawsuit on final hearing in light of the evidence that Defendants are threatening and harassing me and my family and business associates and making false and defamatory statements about me. The harm to me, my personal and business reputation is imminent, the harm that I have suffered and will suffer is

irreparable and such harm is immediate and continuing and the damages cannot be measured by any certain pecuniary standard and/or are not presently ascertainable or easily calculated. Unless this Court restrains Defendants, I do not, and will not, have any adequate remedy at law.


8. I am requesting that the Court dispense with the issuance of a bond as the nature of this request for relief may not warrant such; however, I am willing to post bond if the Court deems such as necessary.
9. I have read the foregoing Affidavit and all the facts stated herein are true and correct and within my personal knowledge.

FURTHER AFFIANT SAYETH NOT.”

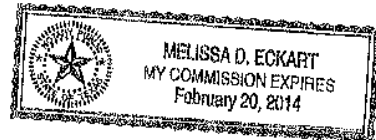

DR. HASSAN MEGUID

Subscribed and sworn to before me by Dr. Hassan Meguid of Acroncil Enterprises Limited on this the 27th day of October, 2010.

(SEAL)


NOTARY PUBLIC

My Commission Expires: 2/20/14





Unofficial Copy Office of Mar

ict Clerk



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Marilyn E. Clerk

P-3

CAUSE NO. 2010-71948

HASSAN MEGUID AND
ACRONDIL ENTERPRISES LIMITED,

Plaintiffs,

vs.

DRACUS, S.A. DE C.V. AND
JUAN CARLOS CASADO GRAJALES

Defendants.

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IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

125TH JUDICIAL DISTRICT

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**PARTIAL
FINAL JUDGMENT**

Plaintiffs' Motion for Default Judgment, or alternatively, Motion for Summary Judgment was presented to this Court for consideration, and the Court, after reviewing the pleadings and evidence and hearing arguments of counsel, if any, is of the opinion that said Motion should be GRANTED.

Plaintiffs appeared by and through their attorney of record. Defendant, Dracus S.A. de C.V., although having filed an Entry of Appearance, has not filed a satisfactory answer in this lawsuit and is therefore in default. Moreover, Dracus S.A. de C.V. has failed to timely file a written general denial under oath denying that the account set forth in Plaintiffs' Original Petition is not just and true, is not due and owing and/or that all just and lawful offsets, payments and credits have not been applied, which would entitle Plaintiffs to summary judgment in accordance with the Texas Rules of Civil Procedure. The Entry of Appearance has been on file for more than ten (10) days, exclusive of this date and the day of filing, it is therefore,

ORDERED that Judgment is rendered in favor of Plaintiffs, Hassan Meguid and Acrondil Enterprises Limited, and against Defendant, Dracus S.A. de C.V., for the principal amount of Eight Hundred Thousand and 00/100 Dollars (\$800,000.00); it is further,

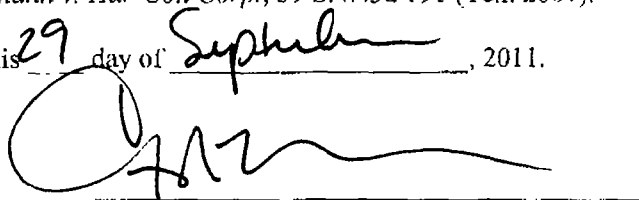
ORDERED that Plaintiffs, Hassan Meguid and Acroncil Enterprises Limited are also awarded a Judgment against Defendant Dracus S.A. de C.V. in the amount of Five Thousand Nine Hundred Forty Nine and 00/100 Dollars (\$5,949.00) for its reasonable and necessary attorney's fees and Three Hundred Thirty Six and 14/100 Dollars (\$336.14) in costs incurred in this matter; it is further,

ORDERED that, in the event Defendant, Dracus S.A. de C.V., files a notice of appeal, Plaintiffs are awarded a Judgment for an additional Six Thousand and No/100 Dollars (\$6,000.00) for its reasonable and necessary attorney's fees assuming the Judgment is affirmed. In the event of a Petition for Review to the Texas Supreme Court, Plaintiff is awarded a Judgment for an additional \$8,000.00 in attorney's fees assuming the Judgment is affirmed, and in the event that the Texas Supreme Court grants a Petition for Review, Plaintiff is awarded a Judgment for an additional \$10,000.00 in attorney's fees assuming the Judgment is affirmed, and such amounts would be reasonable and necessary, it is further,

ORDERED that Plaintiffs, Hassan Meguid and Acroncil Enterprises Limited, are entitled to post-judgment interest on the sums set forth herein at the rate of 5% per annum for all of which let execution issue if not timely paid.

All relief not expressly granted herein is denied. This Judgment finally disposes of all parties and all claims and is appealable. This is meant to be a final judgment pursuant to the Texas Supreme Court's decision in *Lehmann v. Har-Con Corp.*, 39 S.W.3d 191 (Tex. 2001).

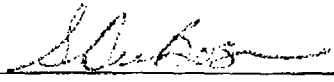
SIGNED AND ENTERED on this 29 day of September, 2011.



PRESIDING JUDGE

APPROVED AND ENTRY REQUESTED:

HIRSCH & WESTHEIMER, P.C.

By:  _____

Suzanne J. DuBose
State Bar No. 24047521
700 Louisiana, Suite 2550
Houston, Texas 77002
Tel: (713) 220-9183
Fax: (713) 223-9319

**ATTORNEYS FOR PLAINTIFFS,
HASSAN MEGUID AND ACRONDIL
ENTERPRISES LIMITED**

Unofficial Copy Office of Marilyn Burgess District Clerk

CAUSE NO. 2010-71948

HASSAN MEGUID AND
ACRONDIL ENTERPRISES LIMITED,

Plaintiffs,

vs.

DRACUS, S.A. DE C.V. AND
JUAN CARLOS CASADO GRAJALES

Defendants.

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IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

125TH JUDICIAL DISTRICT

MOTION TO WITHDRAW AS COUNSEL

COMES NOW Hirsch & Westheimer, P.C., by and through Suzanne J. DuBose, and files this Motion to Withdraw as counsel and respectfully moves the Court, pursuant to Rules 1.15 (b)(1)(5)(6) and (7) of the Texas Rules of Professional Conduct, to permit the firm to withdraw as attorneys of record for Plaintiffs, Hassan Meguid and Acrondil Enterprises Limited ("***Plaintiffs***"), in the above-referenced case.

1. A copy of this Motion has been delivered to Plaintiffs. Consent to withdraw has been requested from Plaintiffs. Plaintiffs' last known addresses at the time of the filing of this Motion are:

Dr. Hassan Meguid
1810 Talcott Lane
Sugar Land, TX 77479

Acrondil Enterprises Limited
1810 Talcott Lane
Sugar Land, TX 77479

2. There are no hearings and/or trials currently set.
3. This withdrawal is not sought for delay only but so that justice may be done.
4. The only remaining Defendant, Juan Carlos Casado Grajales, has not been served

due to difficulty with the Ministry of Foreign Affairs and its willingness to serve the Defendant in Mexico so it is impossible to ascertain whether Mr. Grajales objects to the motion.

WHEREFORE, PREMISES CONSIDERED, Suzanne J. DuBose and Hirsch & Westheimer, P.C. respectfully pray that this Court authorize their withdrawal as counsel for Plaintiffs, Dr. Hassan Meguid and Acroncil Enterprises Limited in this matter.

Respectfully submitted,

HIRSCH & WESTHEIMER, P.C.

By: 

Suzanne J. DuBose
State Bar No. 24047521
700 Louisiana, 25th Floor
Houston, Texas 77002-2772
Telephone: (713) 220-9183
Facsimile: (713) 223-9319

**WITHDRAWING ATTORNEYS FOR
PLAINTIFFS, DR. HASSAN MEGUID
AND ACRONCIL ENTERPRISES LIMITED**

CERTIFICATE OF SERVICE

I hereby certify that on this 20th day of March, 2012, a true and correct copy of the foregoing Motion to Withdraw was forwarded as follows:

Juan Carlos Casado Grajales
Dracus, S.A. de C.V.
Plaza Azul
Av. Ricardo Margain #335, Local-7
Col. Santa Engracia
66267 San Pedro Garza Garcia, N.L.
Mexico

*Via International Registered Mail, International Air Mail
and E-mail: juancarlos@desarrolloscaza.com.mx*

Dr. Hassan Meguid
1810 Talcott Lane
Sugar Land, TX 77479

*Via CMRRR No. 7196-9008-9111-3782-8132
United States First Class Mail and*

Acrondil Enterprises Limited
1810 Talcott Lane
Sugar Land, TX 77479

*Via CMRRR No. 7196-9008-9111-3782-8149
United States First Class Mail and*



Suzanne J. DuBose

P. 2

CAUSE NO. 2010-71948

HASSAN MEGUID AND
ACRONDIL ENTERPRISES LIMITED,

Plaintiffs,

vs.

DRACUS, S.A. DE C.V. AND
JUAN CARLOS CASADO GRAJALES

Defendants.

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IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

125TH JUDICIAL DISTRICT

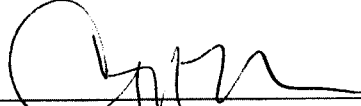
WDATEX

ORDER ON MOTION TO WITHDRAW

Having reviewed the Motion to Withdraw as Counsel filed by of Suzanne J. DuBose and the law firm of Hirsch & Westheimer, P.C., for Dr. Hassan Meguid and Acrondil Enterprises Limited, it is the Court's opinion that said Motion should be GRANTED. It is therefore,

ORDERED, that Suzanne J. DuBose and Hirsch & Westheimer, P.C. are withdrawn as attorneys for Plaintiffs, Dr. Hassan Meguid and Acrondil Enterprises Limited.

SIGNED this 12 day of April, 2012.



JUDGE PRESIDING


Unofficial Copy Office of Marilyn Bures District Clerk

RECORDER'S MEMORANDUM
This Instrument is of poor quality
At the time of Imaging

APPROVED:

HIRSCH & WESTHEIMER, P.C.

By: _____


Suzanne J. Dubose
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Houston, Texas 77002
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Facsimile: (713) 223-9319

**ATTORNEYS FOR PLAINTIFFS,
HASSAN MEGUID AND ACRONDIL
ENTERPRISES LIMITED**

Unofficial Copy Office of Marilyn Burgess District Clerk