



**BRIEF**

Defendants', Amy Nichols and Dennis Rogan (hereafter "Defendants") Motion to Enforce Settlement is not only improper and unprofessional, but is filled with falsities. Defendants are attempting to mislead this Court and impugn the reputation of Plaintiff, Med Express, Inc. (Hereafter "Plaintiff"). The Court is well aware of the underlying facts of this case and Plaintiff sees no reason to rehash said facts.

This matter at issue is the settlement that the parties have been attempting to reach. There is virtually no truth or accuracy to Defendants' Motion. Defendants claim a payment plan was reached at the hearing on March 27, 2014. Plaintiff does not deny that a settlement amount was reached in principal, but that details needed to be worked out. After the hearing Defendants' counsel prepared a detailed Settlement Agreement and sent to Plaintiff's Counsel. Plaintiff reviewed the Settlement Agreement and made some slight changes and also prepared a more detailed Confidentiality Agreement. The Settlement Agreement Defendants' counsel prepared had a minimal confidentiality clause, see paragraph #2 of Defendants' settlement agreement. In order to protect their name and reputation, Plaintiff wanted a more detailed confidentiality agreement. Plaintiff made slight changes to the Settlement Agreement and created the Confidentiality Agreement, see attached Exhibits A and B. The Settlement Agreement and Confidentiality Agreement were sent to Defendants' counsel on or about May 15, 2014. Defendants not only anticipated, but expected Plaintiff to make some changes to the Settlement Agreement as show by the email from Thomas Haren dated April 18, 2014 attached to Defendants' Motion as Exhibit 3. In the email Mr. Haren writes to Plaintiff's counsel and states "...I have also attached a word versions of each separate document, should you wish to redline any edits...". Plaintiff did make a few changes and made a detailed confidentiality agreement, but did not at any time refuse to settle

this matter. Defendants' never responded to Plaintiff's changes nor did they make any attempt to contact Plaintiff regarding the changes.

There is no reason that Defendants would be opposed to signing a confidentiality agreement, unless they want to make disparaging remarks publicly about Plaintiff and attempt to impugn the Plaintiff's reputation. This is further evidenced by Attorney for Defendants Paul Alan Levy's most recent Blog; see attached Exhibit C. His blog make false, defamatory and completely false accusations.

Defendants' argument that Plaintiff breached a settlement agreement is completely false. The only agreement made at the March 27, 2014 hearing was to the dollar amount. Plaintiff had every right to review the Settlement Agreement and make changes. Defendants' claim that Plaintiff is "attempting to bargain for a new deal" is another complete falsity. Plaintiff agrees to the dollar amount the parties agreed upon. Plaintiff just wants a confidentiality agreement more detailed than the one Defendants originally proposed to prevent irreparable injury to Plaintiff.

### CONCLUSION

Med Express, Inc. did not breach any Settlement Agreement. Med Express, Inc. just added a more detailed Confidentiality Agreement to the Settlement Agreement. It is Defendants who are in breach of the Settlement Agreement and causing more delays is having this matter settlement. Defendants are not entitled to any additional attorney fees or costs. If anyone is entitled to attorney fees it would be Plaintiff for having to take to the time to respond to an unfounded, unprofessional and improper motion.

Plaintiff hereby requests this Court deny Defendants Motion to Enforce Settlement and requests this Court enforce the attached Settlement Agreement along with the Confidentiality Agreement.

Respectfully submitted,



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