

Joseph Jordan, et al	Cause _____	In the District Court of
v.	§ § § § §	Harris County, Texas
Percy L. "Wayne" Isgitt, et al		Judicial District

**Plaintiffs' Exhibit 100
Affidavit of Joseph Jordan**

The State of Texas §
 §
County of Harris §

Before me, the undersigned authority, personally appeared Joseph Jordan, a person known to me, who deposed under oath as follows:

“My name is Joseph Jordan. I am over the age of eighteen years, have never been convicted of a felony or a misdemeanor involving moral turpitude, and am competent to make this affidavit from personal knowledge except where stated otherwise.

“This suit is against Percy L. “Wayne” Isgitt, a lawyer known to me, and Isgitt and Associates PC, which I understand to be a Texas professional corporation connected to Mr. Isgitt. In this affidavit I will sometimes refer to “Defendant Isgitt” meaning Percy L. “Wayne” Isgitt or “Defendants” which includes both Mr. Isgitt and the professional corporation.

“In 2013 and into January 2014, Defendant Isgitt served as the lawyer for members of the Jordan Family in connection with their sale of our interests in a Houston business. The transaction for the sale closed in late January 2014. Generally, the proceeds from the sale were to be disbursed in five equal shares, one share to each of the four adult children of Thomas and Patricia Jordan, and one share to The Thomas R. and Patricia A. Jordan 2010 Trust. The adult children of Thomas and Patricia Jordan are Joseph Jordan, Michael Jordan, Mary Pat Jordan, and Valerie Hagee.

“To provide for potential claims that had not been resolved as of the date of the closing, the members of the Jordan Family agreed to set aside approximately \$240,000 of the sales proceeds to be used for potential contingencies (sometimes referred to as the “Contingency Proceeds”). Defendant Isgitt, as lawyer for the Jordan Family, stated he would set up a separate account to hold the Contingency Proceeds, which were to be disbursed under the direction of the Jordan Family members only. The sales proceeds were directed to be wire transferred to the Allegiance Bank on Beltway 8. I have seen a document called “Wire Transfer of Funds Notice” which describes an incoming domestic wire transfer from the purchaser of the family business on January 31, 2014, in the amount of payment that was expected to be coming from the buyer and which was described as being wire transferred into an Allegiance Bank account identified as belonging to “Isgitt and Associates PC” and which account number was identified as being “xxxxxx-1346” and which also referenced the “Texas Access to Justice Foundation.” I understood this to be Defendant Isgitt’s lawyer trust account.

“Over the ensuing nine months, several small sums were directed to be disbursed from the Contingency Proceeds, and were disbursed by Defendant Isgitt. Over those same ensuing nine months, additional funds exceeding \$40,000 were received for the benefit of the Jordan Family and were delivered to Defendant Isgitt to be added to the Contingency Proceeds. More than \$260,000 of Contingency Proceeds owned by the Jordan Family remain with Defendant Isgitt.

“Starting in the summer of 2014, requests were made of Defendant Isgitt for an accounting of the Contingency Proceeds, but none was given. Defendant Isgitt was directed to pay a specific Dunn & Bradstreet bill of approximately \$7,000 from the Contingency Proceeds, but the bill was apparently never paid and went into collection. In October 2014, members of the

Jordan Family began trying to obtain disbursement of the Contingency Proceeds from Defendant Isgitt. I personally made requests to Defendant Isgitt to disburse the funds and have seen a written request by the other Jordan Family members directing how their shares of the funds were to be disbursed or have been told by my siblings that they sent such requests. However, despite telephone calls and email communications starting October 14, 2014, requesting and directing the disbursement of the Contingency Proceeds to the Jordan Family members, the Contingency Proceeds have not been disbursed. Defendant Isgitt stated the payments would be made by October 17. Defendant Isgitt did not disburse the funds. As one excuse for the delay in disbursing the funds, Defendant Isgitt claimed the funds were in a "certificate of deposit" at one bank and that he would have to break the CD and obtain a cashier's check which would have to be deposited at a different bank so that the funds could be wire transferred, as requested by the Jordan Family members, but that the "wire transfer bank" would place a hold on the deposited cashier's check from the other alleged bank. As recently as Friday, October 31, 2014, when I communicated with Defendant Isgitt, the excuse was that Defendant Isgitt was being admitted to Methodist Hospital for an unspecified gastrointestinal ailment and was not available to give us our money. When I asked "which" Methodist Hospital, Defendant Isgitt responded the "central" hospital. The Jordan Family has been unified in directing the payment of the Contingency Proceeds, but Defendant Isgitt failed or refused to deliver the money, which solely belongs to the Jordan Family members.

"The Jordan Family members trusted Defendant Isgitt because of long time friendships: Mary Pat Jordan had been an elementary school classmate with Defendant Isgitt's daughter resulting in years of friendship between the parents. The friendship and trust extended to the

point that Defendant Isgitt was appointed to be the sole Trustee of The Thomas R. and Patricia A. Jordan 2010 Trust which was created in 2010.

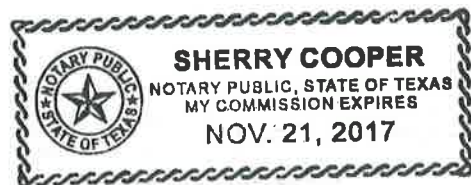
"I understand and/or have been told that Defendant Isgitt has this year sold his home, sold collector cars, sold an airplane, moved into a rented home, gone through a divorce or is going through a divorce, and has been in an alcohol rehabilitation treatment facility or program. I am concerned that Defendant Isgitt has expended the Jordan Family money or will expend or transfer the money that remains if the Court does not place some type of restraining order in place to protect our money, if any of it remains.

Signed: November 4, 2014.


Joseph Jordan

Sworn to and subscribed before me this 4th day of November, 2014.


Notary Public in and for the
State of Texas



Unofficial Copy Office of Chris Daniel District Clerk