

CAUSE NO. 14-13-00572-CV

LUC J. MESSIER,) IN THE COURT OF APPEALS
APPELLANT)
)
VS.) FOURTEENTH DISTRICT
)
KATY SHUK CHI LAU MESSIER,)
APPELLEE) HOUSTON, T E X A S

**APPELLANT’S MOTION FOR EXTENSION OF TIME
TO SEEK ADDITIONAL AND/OR AMENDED FINDINGS OF FACT AND
CONCLUSIONS OF LAW FROM TRIAL COURT**

This *Motion for Extension of Time to Seek Additional and/or Amended Findings of Fact and Conclusions of Law from Trial Court* is brought by Appellant, LUC J. MESSIER (hereinafter referred to as “Luc”). In support, Luc shows:

1. Background Facts and Procedures

Luc is appealing from a final order dated March 25, 2013. (CR 477) Luc and his counsel did not receive timely notice of the trial court’s judgment and Luc was required to file a motion to extend all post-judgment deadlines pursuant to *Tex. R. Civ. P. Rule 306a* and *Tex. R. App. P. Rule 4.2*. (CR 492). Luc’s motion was granted by written order signed on June 25, 2013 which established that the date of the final judgment for post-judgment and appellate purposes was June 5, 2013. (CR 538)

Based on the June 5, 2013 extended date established for the trial court’s final judgment, Luc timely requested findings of fact and conclusions of law on June 24, 2013 in accordance with *Tex. R. Civ. P. Rule 296*. (CR 533) Said findings were due to be filed on or before July 14, 2013 but were not filed. Luc timely filed a notice of past due findings of fact and conclusions of law on July 18, 2013 in

accordance with *Tex. R. Civ. P. Rule 297*. The trial court's findings and conclusions were then due to be issued on or before August 3, 2013.

On August 29, 2013, when no findings had been issued, Luc filed a motion with this Court seeking to abate the appeal and requesting this Court to issue an order directing the trial court to issue findings of fact and conclusions of law and further to specify deadlines by which the parties could seek additional findings pursuant to *Tex. R. Civ. P. Rule 298*.

On September 12, 2013 this Court issued an Order abating the appeal and directing the trial court to issue findings on or before October 4, 2013. Such Order further provided that any party could seek specified additional or amended findings within ten (10) days after the date of the original findings, provided a deadline by which the trial court should rule on those requests and directed a supplemental clerk's record to be prepared. Notice of this Court's September 12, 2013 Order was provided to the parties counsel and to the trial court on that same date.

On September 13, 2013 the Harris County District Clerk's Office sent out an email notice to Luc's trial counsel, with a time stamp of 4:55 p.m., advising that findings of fact had been signed on that date. (A copy of this email notice is attached hereto as Exhibit "A") This email notice did not transmit a copy of the actual findings signed by the trial court to counsel, an image of the findings was not immediately available on the clerk's website and further no copy of the trial court's findings were mailed to counsel as required by *Tex. R. Civ. P. Rule 297*.

Luc's counsel was not able to view or obtain the actual findings of fact as issued by the trial court until September 17, 2013 when the actual image of the findings of fact was first published on the Harris County District Clerk's website. September 17, 2013 is the first date upon which Luc's counsel was provided with notice of the actual findings which had been issued by the trial court.

Under normal circumstances Luc's predicament regarding his deadline to seek additional or amended findings would only question whether his ten day period under this Court's Order began on September 13, 2013 (when he learned the findings had been signed by the clerk's email notice) or on September 17, 2013

(when Luc's counsel was first able to obtain a copy of the trial court's findings). However, to compound the uncertainty, when Luc's counsel was able to view the actual Findings of Fact and Conclusions of Law document it was revealed that the trial court's findings of fact and conclusions of law had been dated August 19, 2013, effectively rendering Luc's ten day deadline moot as it had already passed. (A copy of these signed findings is attached hereto as Exhibit "B").

Luc's counsel is not in a position to determine whether the trial court's findings of fact were actually signed on August 19, 2013 or if not, under what circumstances that date would have been specified, however Luc's counsel received no timely notice of any such findings on or around that date. Further, since August 1, 2013, when proposed findings were submitted to the trial court by Appellee's counsel, Luc's counsel routinely checked the Harris County District Clerk's website to determine if and/or when findings may have been signed and never saw an entry advising of same. Luc's counsel specifically checked the Clerk's website on August 29, 2013 before filing her motion to abate with this Court to insure that her representations within that motion were accurate and that the motion remained necessary.

2. Request for Relief

Once again Luc faces a situation in this case where he has received notice of a matter being signed by the trial court on a particular date, only to discover when the document is made available to view that the document contains a completely different date, a date in the past, and a date that places him in a situation where his deadlines to respond or react, technically, have passed and expired.

Based on the foregoing, Luc requests this Court to extend his deadline to seek further specified additional or amended findings of fact and conclusions of law from the trial court, such deadline being extended to Friday, September 27, 2013, ten (10) days from the date he received actual notice of the contents of the trial court's findings in support of the underlying order the subject of this appeal.

3. Opposing Counsel's Position on Factual Assertions and Requested Relief

Luc's undersigned counsel of record on appeal represents that she has discussed this matter fully with Pamela E. George, appellate counsel for the Appellee, Katy Lau Messier. Ms. George represented to the undersigned and further authorized the undersigned to represent to this Court that she does not contest Luc's factual assertions as contained within this motion regarding the flings and orders, the notices given and received, and/or the dates on which events occurred or the circumstances they may have created. Further Ms. George represented to the undersigned (and likewise authorized representation to this Court) that she does not oppose the requested extension of time sought herein.

Based on the foregoing, Luc prays that the Court will grant this motion and for such other relief which may be appropriate in these circumstances.

Respectfully submitted,

 /s/ Sallee S. Smyth
SALLEE S. SMYTH
Attorney at Law
800 Jackson Street
Richmond, Texas 77469
(281) 238-6200
(281) 238-6202 (Fax)
smyth.sallee@gmail.com
Attorney for Appellant
LUC J. MESSIER

CERTIFICATE OF CONFERENCE

I certify that prior to filing this motion I spoke with Pamela E. George, counsel for Appellee, KATY LAU MESSIER, regarding the filing of this motion, its intended contents, and the relief requested herein and she represented to me that she did not contest the factual assertions and she did not oppose the requested extension.

/s/ Sallee S. Smyth
SALLEE S. SMYTH
Attorney for Appellant

CERTIFICATE OF SERVICE

I certify that a true copy of the above was served on the following attorneys of record by the method indicated in accordance with the Texas Rules of Appellate Procedure on this the 19th day of September, 2013:

Pamela E. George
Attorney at Law
1201 McDuffie, Suite 134
Houston, Texas 77019
VIA EMAIL at: pgeorge3@comcast.net
Appellate Attorney for Appellee
KATY LAU MESSIER

/s/ Sallee S. Smyth
SALLEE S. SMYTH

CERTIFICATE OF COMPLIANCE

Pursuant to *Tex. R. App. P. Rule 9.4(i)(3)* as amended effective December 1, 2012, I certify that there are 1,388 words within this document as tabulated by the computer program used in conjunction with the preparation of this document.

/s/ Sallee S. Smyth
SALLEE S. SMYTH

EXHIBIT A

9.13.13 Email Notice from
Harris County District Clerk
advising that Findings had been signed



Sallee Smyth < smyth.sallee@gmail.com >

FW: Case Notification - #2

Keely Campbell < kcampbell@fullenweider.com >
To: "smyth.sallee@gmail.com" < smyth.sallee@gmail.com >

Mon, Sep 16, 2013 at 9:33 AM

This is another one - please see below.

From: noreply@hcdistrictclerk.com [mailto:noreply@hcdistrictclerk.com]
Sent: Friday, September 13, 2013 4:55 PM
To: Donn C Fullenweider
Subject: Case Notification

As requested, the Office of Chris Daniel, Harris County District Clerk, is providing a notice on the case(s) for which changes have been made on 9/13/2013. Our intent is to provide this feature as a service to you. You may obtain more information about the case(s) from our Search Page <http://www.hcdistrictclerk.com/eDocs/Public/Search.aspx>. Please note when the Search page appears you can enter the case number and click search to find more information.

Please be advised that Orders and Judgments are signed by pen and electronic signatures are not currently used. We must print the order/judgment onto paper and the Judge must sign it, and then our office must image the signed order. Therefore, while you will receive notice that the Order/Judgment has been signed, the actual image of the document may not be available online for up to 1-3 days.

What documents will appear electronically? All non-confidential Civil filings; select non-confidential paper Family filings and all non-confidential electronically filed Family documents; select non-confidential Criminal Motions. In Family and Criminal cases, you may receive notice of a filing which will not appear electronically on our website. For documents that will be available electronically, please allow 1 to 3 business days after receiving the notification e-mail for our office to make the document available online.

Please remember to log into our website in order to view documents once they become available.

CASE: 200945158 - 7 COURT: 311 STYLE: MESSIER, LUC J VS. MESSIER, KATY SHUK CHI LAU STATUS: POST JUDGMENT
"http://www.hcdistrictclerk.com/eDocs/Public/CaseDetails.aspx?
Get=/Z4e6pdF4vin945WuHc80B8y/QK0Eiiz3WIEvPw/J1e4ngmudJPmTmcMGiGP//22nfFPCxjW7fbBImotRxoFYGL9cZX/W9hQpH6dvpvBHA="

ORDERS/JUDGMENTS

DATE	ORDER DESCRIPTION
2013-09-13	ORD SIGNED GRANTING FINDINGS OF FACT/CONCLUSIONS OF LAW

If you have any comments, questions or concerns please [email us](#).

Sincerely,

Chris Daniel
Harris County District Clerk

This message was generated via automated process courtesy of the Office of Chris Daniel, Harris County District Clerk.

Please do not respond to this email.

Please click the following link if you would like to unsubscribe to this notification. Log in and manage your notifications from the notification tab.

[Http://www.hcdistrictclerk.com/eDocs/Public/Search.aspx](http://www.hcdistrictclerk.com/eDocs/Public/Search.aspx)

If you are not currently registered for our site, but would like to register, please register here

[Http://www.hcdistrictclerk.com/eDocs/Public/NewUserAcknowledgement.aspx](http://www.hcdistrictclerk.com/eDocs/Public/NewUserAcknowledgement.aspx).

EXHIBIT B

Findings of Fact and Conclusions of Law
dated August 19, 2013

NO. 2009-45158

IN THE MATTER OF THE §
MARRIAGE OF §
§
LUC J. MESSIER AND §
KATY SHUK CHI LAU MESSIER §
§
AND IN THE INTEREST OF §
REMI FRANCOIS MESSIER AND §
CHARLOTTE ANN SOPHIE §
MESSIER, CHILDREN §

IN THE DISTRICT COURT
311TH JUDICIAL DISTRICT
HARRIS COUNTY, TEXAS

P-17
FFCLX
05

**PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW
PRESENTED TO THE TRIAL COURT BY, PETITIONER,
KATY SHUK CHI LAU MESSIER
FOR CONSIDERATION IN LIGHT OF RESPONDENT'S, LUC J. MESSIER'S
NOTICE OF PAST DUE FINDINGS**

Petitioner, Katy Shuk Chi Lau Messier, respectfully presents to this Honorable Court, proposed Findings of Fact and Conclusions of Law for this Court to consider and sign, or amend or modify before signing same.

These proposed Findings of Fact and Conclusions of Law are presented to this Court so that the Court may make said Findings and Conclusions in response to the request made by Respondent, Luc J. Messier.

More particularly, Respondent, Luc J. Messier filed a timely request for Findings of Fact and Conclusions of Law on June 24, 2013. Under the Texas Rules of Civil Procedure, the Court's Findings were due to be filed on or before July 14, 2013. Said Findings were not filed. Thereafter, on July 17, 2013, Luc J. Messier filed a Notice of Past Due Findings of Fact and Conclusions of law. Under the Rules, this Honorable Court now has 40 days from the original request of June 24, 2013 to file the requested Findings of Fact. That is, the Court has until Monday, August 5, 2013 in which to file the requested Findings, the 40th day being a Saturday and the due date therefore rolls over to, Monday, August 5. See, TEX. R'S CIV. PRO. 296-299.

To aid the Court in making said Findings, respectfully filed of even date herewith are 16 pages of Findings of Fact and Conclusions of law all relating to the Judgment of March 25, 2013.¹

¹This Judgment was signed on March 25, 2013, but due to Notice problems, the date of judgment is considered as June 5, 2013. See Order on Respondent, Luc J. Messier's, Motion to Extend Post-Judgment Deadlines Pursuant to Tex. R. Civ. P. 306a(4), (5) and Tex. R. App. P. Rule 4.2.

These are Findings of Fact and Conclusions of Law are filed as an aid and convenience to the Court. Petitioner, Katy Shuk Chi Lau Messier, understands that this Court may correct, modify or reform any presented finding.

Wherefore, Premises Considered, it is prayed that this Honorable Court file and sign the Findings of Fact and Conclusions of Law as presented and filed of even date herewith. In the alternative, it is prayed that this Honorable Court, amend, modify, reform, or correct any of the presented findings that it determines are in need of such and, sign same. Katy Shuk Chi Lau Messier respectfully prays for any such other and further relief to which she may be entitled be at law or in equity.

Respectfully submitted,


LILLY, NEWMAN & VAN NESS, L.L.P.

BOBBY K. NEWMAN
State Bar No. 00791347
3355 W. Alabama, Suite 444
Houston, Texas 77098
Tel: (713) 966-4444
Fax: (713) 966-4466

CERTIFICATE OF SERVICE

I hereby certify that on this August 1, 2013 a true and accurate copy of the foregoing document has been delivered to all parties and counsel of record by certified mail, return receipt requested, priority mail international, first class mail, or via telefax.

Via Facsimile 713-624-4141

Donn Fullenweider
The Fullenweider Firm
4265 San Felipe, Suite 1400
Houston, Texas 77027

Via Facsimile 281-238-6202

Sallee S. Smyth
800 Jackson Street
Richmond, Texas 77469

Via Fax No. (713)224-3401

Stephanie J. Proffit
Proffit Family Law, P.C.
917 Franklin Avenue, Ste. 100
Houston, Texas 77002


BOBBY K. NEWMAN

NO. 2009-45158

**IN THE MATTER OF THE
MARRIAGE OF**

**LUC J. MESSIER AND
KATY SHUK CHI LAU MESSIER**

**AND IN THE INTEREST OF
REMI FRANCOIS MESSIER AND
CHARLOTTE ANN SOPHIE
MESSIER, CHILDREN**

§
§
§
§
§
§
§
§
§
§

IN THE DISTRICT COURT

311TH JUDICIAL DISTRICT

HARRIS COUNTY, TEXAS

**FINDINGS OF FACTS AND CONCLUSIONS OF LAW
IN SUPPORT OF JUDGMENT SIGNED MARCH 25, 2013
BUT CONSIDERED AS SIGNED JUNE 5, 2013¹**

1. The Court finds that on December 19, 2012 the Court heard KATY SHUK CHI LAU MESSIER's ("Movant") Third Amended Motion for Enforcement of Final Decree of Divorce or in the Alternative Motion for Clarification (the "Motion") filed against LUC J. MESSIER ("Respondent").
2. The Court finds that Katy Shuk Chi Lau Messier, appeared in person and through her attorney of record, Bobby K. Newman, and announced ready for trial.
3. The Court finds that Respondent, Luc J. Messier, appeared in person and through his attorney of record, Donn C. Fullenweider, and announced ready for trial.
4. The Court finds that Amicus Attorney, Stephanie J. Proffitt, appeared in person and announced ready for trial.
5. The Court finds that after examining the record and the evidence and argument of counsel, that it has jurisdiction over the subject matter and the parties in this case.
6. The Court finds that all persons entitled to citation were properly cited.
7. The Court finds that the record of testimony was duly reported by Marilee M. Anderson (Texas CSR 3271) the court reporter for the 311th District Court.

¹This Judgment was signed on March 25, 2013, but due to Notice problems, the date of judgment is considered as June 5, 2013. See Order on Respondent, Luc J. Messier's, Motion to Extend Post-Judgment Deadlines Pursuant to Tex. R. Civ. P. 306a(4), (5) and Tex. R. App. P. Rule 4.2.

8. The Court finds that a jury was waived, and all questions of fact and of law were submitted to the Court.
9. The Court finds that Respondent is constructive trustee for Movant as to the stock options set forth below, at 18, in italics at a.- i..
10. The Court finds that Katy Shuk Chi Lau Messier has equitable ownership of the stock options awarded to her.
11. The Court finds that under the terms of the plan, the stock options awarded to Katy Shuk Chi Lau Messier may only be exercised by Respondent Luc. J. Messier, even though Katy Shuk Chi Lau Messier has equitable ownership of said stock options
12. The Court finds that the stock options awarded to Katy Shuk Chi Lau Messier are subject to a constructive trust.
13. The court finds that Luc J. Messier is the constructive trustee for the stock options awarded to Katy Shuk Chi Lau Messier.
14. The court finds that Luc. J. Messier did not have unlimited discretion as to whether to exercise the stock options awarded to Katy Shuk Chi Lau Messier.
15. The Court finds that Respondent, Luc J. Messier, breached his fiduciary duty as constructive trustee of the stock options awarded to Katy Shuk Chi Lau Messier.
16. The Court finds that Respondent, Luc J. Messier, overall, breached his fiduciary duty as constructive trustee under the Final Decree of Divorce rendered on December 21, 2010 and signed on February 11, 2011 that appears in the minutes of this Court in Harris County, Texas.
17. The Court finds that Luc J. Messier is guilty of numerous separate violations of the Final Decree of Divorce rendered on December 21, 2010, and signed on February 11, 2011 that appears in the minutes of this Court in Harris County, Texas.
18. The Court finds that the decree referenced above, states in part: as follows:

Property to Wife

IT IS ORDERED AND DECREED that the wife, KATY SHUK CHI LAU MESSIER, is awarded the following as her sole and separate property, and the husband is divested of all right, title, interest, and claim in and to that property:

* * *

W-10. A portion of the benefits, if any, received by Luc J. Messier upon exercise of the following ConocoPhillips Stock Option Awards, representing 60% of the community portions from LUC J. MESSIER'S employment, subject to all related actual tax liabilities and withholdings:

- a. 24,480 options of the vested options attributable to the 40,800 options from, the 02/08/07 award with an exercise price of \$66.37;*
- b. 15,080 options of the vested options attributable to the 37,700 options from the 02/14/08 award with an exercise price of \$79.38;*
- c. 13,880 options of the vested options attributable to the 69,400 options from the 02/12/09 award with an exercise price of \$45.47;*
- d. 7,162 options of the 12,567 options from the 02/14/08 award vesting 02/14/11 with an exercise price of \$79.38;*
- e. 12,872 options of the 23,133 options from the 02/12/09 award vesting 02/12/11 with an exercise price of \$45.47;*
- f. 8,582 options of the 23,134 options from the 02/12/09 award vesting 02/12/12 with an exercise price of \$45.47;*
- g. 11,693 options of the 22,800 options from the 02/12/10 award vesting 02/12/11 with an exercise price of \$48.385;*
- h. 5,847 options of the 22,800 options from the 02/12/10 award vesting 02/12/12 with an exercise price of \$48.385; and*
- i. 3,895 options of the 22,800 options from the 02/12/10 award vesting 02/12/13 with an exercise price of \$48.385.*

19. The Court finds that the stock options awarded to Katy Shuk Chi Lau Messier, which are a portion of the community stock options, are subject to all of the terms, conditions and restrictions of the Company Stock Incentive Plan, as may have been or may hereafter be amended by the Company as well as other restrictions that may be imposed by the Company, such as those designated in the Company's insider trading policy.
20. The Court finds that pursuant to the terms of the plan, the stock options awarded to Katy Shuk Chi Lau Messier cannot be assigned and or transferred from Luc J. Messier to KATY SHUK CHI LAU MESSIER by the Company; i.e., that is said options, under the terms of the plan, cannot be held in the name of Katy Shuk Chi Lau Messier.
21. The Court finds that the parties have acknowledged that (i) the stock options awarded to Katy Shuk Chi Lau Messier may be exercised only by Luc J. Messier (or Luc J. Messier'S

legal representative or estate) and (ii) the exercise of the stock options may be subject to plan restrictions by reason of Luc J. Messier's employment, including but not limited to the applicable insider trading rules and regulations.

22. The Court finds that these referenced restrictions which allow only Luc J. Messier, or his legal representative, or estate, the power to exercise the stock options awarded to Katy Shuk Chi Lau Messier does not in anyway encompass or give to Luc J. Messier the unbridled discretion as to the exercise of said options.
23. The Court finds that these referenced restrictions which allow only Luc J. Messier or his legal representative or estate the power to exercise the stock options awarded to Katy Shuk Chi Lau Messier does not in anyway encompass or give to Luc J. Messier the discretion as to whether to exercise said options.
24. The Court finds that these referenced restrictions which allow only Luc J. Messier or his legal representative or estate the power to exercise the stock options awarded to Katy Shuk Chi Lau Messier does not in anyway encompass or give to Luc J. Messier the discretion as to when to exercise said options.
25. The Court finds that Katy Shuk Chi Lau Messier has equitable ownership of the stock options so awarded to her.
26. The Court finds that Katy Shuk Chi Lau Messier's stock options are subject to a constructive trust.
27. The Court finds that Luc J. Messier held and continues to hold certain properties in constructive trust for the benefit of Katy Shuk Chi Lau Messier.
28. The Court finds that Luc J. Messier holds the stock options mentioned above in constructive trust for the benefit of Katy Shuk Chi Lau Messier.
29. The Court finds that Luc J. Messier in his position as constructive trustee breached his fiduciary duty to Katy Shuk Chi Lau Messier.
30. The Court finds that Luc. J. Messier has failed to comply with and has violated the provisions of the order.
31. The Court finds that Luc J. Messier breached his fiduciary duty to Katy Shuk Chi Lau Messier in many ways, including his failure to exercise the options awarded to her.
32. The Court finds that Luc J. Messier breached his fiduciary duty to Katy Shuk Chi Lau Messier when, upon her request to exercise said options, he failed to exercise the options awarded to her.

33. The Court finds that Katy Shuk Chi Lau Messier made several requests to Luc J. Messier to exercise the options awarded to her.
34. The Court finds that by and through her attorney, Katy Shuk Chi Lau Messier made several requests through the attorney of Luc J. Messier, that Luc J. Messier exercise the options awarded to her.
35. The Court finds that in spite of the numerous requests by or on behalf of Katy Shuk Chi Lau Messier for Luc J. Messier to exercise said options, he did not so exercise.
36. The Court finds that in spite of the numerous requests by or on behalf of Katy Shuk Chi Lau Messier for Luc J. Messier to exercise said options, he did not so exercise and thereby breached his fiduciary duty to her.
37. The Court finds Luc J. Messier has breached those fiduciary obligations owed to Katy Shuk Chi Lau Messier by using his legal title to deny Katy Shuk Chi Lau Messier's equitable ownership to the options.
38. The Court finds Luc J. Messier has breached those fiduciary obligations owed to Katy Shuk Chi Lau Messier by using his legal title to deny Katy Shuk Chi Lau Messier's right to exercise the options.
39. The Court finds Luc J. Messier has breached those fiduciary obligations owed to Katy Shuk Chi Lau Messier by placing his own interests and intentions before Katy Shuk Chi Lau Messier's interests.
40. The Court finds Luc J. Messier has breached those fiduciary obligations owed to Katy Shuk Chi Lau Messier by refusing to act with integrity of the strictest kind.
41. The Court finds Luc J. Messier has breached those fiduciary obligations owed to Katy Shuk Chi Lau Messier by denying to Katy Shuk Chi Lau Messier the fair and honest dealing to which she is entitled.
42. The Court finds Luc J. Messier has breached those fiduciary obligations owed to Katy Shuk Chi Lau Messier by denying to Katy Shuk Chi Lau Messier the loyalty and utmost good faith to which she is entitled.
43. The Court finds that Luc J. Messier and Katy Shuk Chi Lau Messier are the parents of two minor children, Remi Francois Messier and Charlotte Ann Sophie Messier, who are the subject of a pending modification action; hereinafter referred to as, "the children."
44. The Court finds that Luc J. Messier breached his fiduciary duty to Katy Shuk Chi Lau Messier in refusing to exercise the options in an attempt to control the money she would have access to once the options awarded to her were exercised.

45. The Court finds that Luc J. Messier breached his fiduciary duty to Katy Shuk Chi Lau Messier in refusing to exercise the options in an attempt to control any travel she might have embarked upon once the options awarded to her were exercised.
46. The Court finds that Luc J. Messier breached his fiduciary duty to Katy Shuk Chi Lau Messier in refusing to exercise the options in an attempt to control any travel she might have embarked upon with the children, upon once the options awarded to her were exercised.
47. The Court finds that Luc J. Messier breached his fiduciary duty to Katy Shuk Chi Lau Messier in refusing to exercise the options in an attempt to control the whereabouts of the children.
48. The Court finds that Luc J. Messier breached his fiduciary duty to Katy Shuk Chi Lau Messier in refusing to exercise the options in an attempt to utilize the exercise of the options as a type of security.
49. The Court finds that Luc J. Messier breached his fiduciary duty to Katy Shuk Chi Lau Messier in refusing to exercise the options in an attempt to utilize the exercise of the options as a type of control over Katy Shuk Chi Lau Messier.
50. The Court finds that Luc J. Messier breached his fiduciary duty to Katy Shuk Chi Lau Messier in refusing to exercise the options in an attempt to control the outcome of a pending modification action regarding the children.
51. The Court finds that Luc J. Messier breached his fiduciary duty to Katy Shuk Chi Lau Messier in refusing to exercise the options in an attempt to pressure Katy Shuk Chi Lau Messier.
52. The Court finds that Luc J. Messier breached his fiduciary duty to Katy Shuk Chi Lau Messier in refusing to exercise the options in an attempt to put pressure on Katy Shuk Chi Lau Messier in the pending modification action regarding the children.
53. The Court finds that Luc J. Messier's breach of fiduciary duty injured Katy Shuk Chi Lau Messier.
54. The Court finds that Luc J. Messier's breach of fiduciary duty injured Katy Shuk Chi Lau Messier in many ways including that it denied her timely access to the monies awarded to her under the decree of divorce, which would have been received had Luc J. Messier exercised the options as requested.
55. The Court finds that Luc J. Messier's breach of fiduciary duty benefitted Luc J. Messier.

56. The Court finds that Luc J. Messier's breach of fiduciary duty benefitted Luc J. Messier in many ways, including that he was able to exert control over his former spouse, Katy Shuk Chi Lau Messier.
57. The Court finds that Luc J. Messier's breach of fiduciary duty injured Katy Shuk Chi Lau Messier in many ways, including that he was able to exert control over his former spouse, Katy Shuk Chi Lau Messier.
58. The Court finds that Luc J. Messier's breach of fiduciary duty benefitted Luc J. Messier in many ways, including that he was able to exert financial control over his former spouse, Katy Shuk Chi Lau Messier.
59. The Court finds that Luc J. Messier's breach of fiduciary duty injured Katy Shuk Chi Lau Messier in many ways, including that her legal quest to have Luc J. Messier exercise the options she was awarded caused Katy Shuk Chi Lau Messier to incur legal fees and costs.
60. The Court finds that Luc J. Messier's breach of fiduciary duty benefitted Luc J. Messier in many ways, including that he was able to exert emotional control over his former spouse, Katy Shuk Chi Lau Messier.
61. The Court finds that Luc J. Messier's breach of fiduciary duty injured Katy Shuk Chi Lau Messier in many ways, including that Luc J. Messier was able to exert control over his former spouse, Katy Shuk Chi Lau Messier, in limiting her ability to travel.
62. The Court finds that Luc J. Messier's breach of fiduciary duty was intentional.
63. The Court also finds that a declaratory judgment in this case is appropriate because there was a justiciable controversy about the rights and status of the parties.
64. The Court finds that it retains the power to enforce its property division.
65. The Court finds that it has the power to render further orders to enforce the division of property set forth in the decree of divorce.
66. The Court finds that the rendition and signing of further orders to enforce the division of property set forth in the decree of divorce is appropriate here.
67. The Court finds that it has the power to render further orders to enforce the division of property set forth in the decree of divorce to assist in the implementation of or to clarify the prior order.
68. The Court finds that the rendition of further orders to enforce the division of property set forth in the decree of divorce to assist in the implementation of or to clarify the prior order is appropriate here.

69. The Court finds that it has the power to specify more precisely the manner of effecting the property division previously made in the decree of divorce.
70. The Court finds that the rendition of orders to specify more precisely the manner of effecting the property division previously made in the decree of divorce is appropriate here.
71. The Court finds that any further orders rendered did not alter or change the substantive division of property set forth in the decree of divorce.
72. The Court finds that any further orders rendered did not amend, modify, alter, or change the division of property made in the decree of divorce.
73. The Court finds that it has the power on the request of a party to render a clarifying order if the original form of the division of property is not specific enough to be enforceable by contempt.
74. The Court finds that it has the power on the request of a party to render a clarifying order if the original form of the division of property is not specific enough to be enforceable by contempt and to render a clarifying order setting forth specific terms to enforce compliance with the original division of property.
75. The Court finds that it has the inherent power (i.e., on its own motion) to render a clarifying order if the original form of the division of property is not specific enough to be enforceable by contempt.
76. The Court finds that it has the inherent power (i.e., on its own motion) to render a clarifying order if the original form of the division of property is not specific enough to be enforceable by contempt and to render a clarifying order setting forth specific terms to enforce compliance with the original division of property.
77. The Court finds that orders of enforcement were appropriate in this case.
78. The court finds that orders of clarification setting forth specific terms to enforce compliance with the original division of property were appropriate in this case.
79. The court finds that it has the power to enforce the division of property made in a decree of divorce to deliver specific existing property awarded.
80. The court finds that orders to enforce the division of property made in a decree of divorce to deliver specific existing property awarded are appropriate in this case.
81. The court finds that it has the power to award attorney's fees in this case.

82. The Court finds that an award of attorney's fees and costs to Katy Shuk Chi Lau Messier from Luc J. Messier in the amount of fifty nine thousand, one hundred ninety eight dollars and seventy-five cents (59,198.75) represents the reasonable and necessary fees and costs that Katy Shuk Chi Lau Messier incurred in pursuing her Motion for Enforcement of Final Decree of Divorce of Property Division and to Compel Compliance with the Final Decree of Divorce; or, in the Alternative, Motion for Clarification which yielded this Court's Order of Enforcement of Final Decree of Divorce and Clarification of Property Division.
83. The court finds that an award of attorney's fees and costs to Katy Shuk Chi Lau Messier, from Luc J. Messier, is appropriate in this case.
84. The Court finds that the attorney's fees and costs incurred by Katy Shuk Chi Lau Messier are necessary.
85. The Court finds that the attorney's fees and costs incurred by Katy Shuk Chi Lau Messier are reasonable.
86. The Court finds an order for the payment of the attorney's fees and costs incurred by Katy Shuk Chi Lau Messier to be paid by Luc J. Messier is warranted for numerous reason, be they considered jointly or severally, including but not limited to: the delay caused by Luc J. Messier's refusal to exercise the options on the request of Katy Shuk Chi Lau Messier.
87. The court finds that Luc J. Messier's refusal to exercise the options on the request of Katy Shuk Chi Lau Messier was untenable and that such is evidenced by many things including, but not limited to the denial of the Motion to Dismiss filed by Luc J. Messier in this cause.
88. The court finds that Luc J. Messier stipulated to the amount of Katy Shuk Chi Lau Messier's attorney's fees at the time of trial and to the reasonableness of such fees.
89. The court finds that Luc J. Messier stipulated to the amount of Katy Shuk Chi Lau Messier's attorney's fees at the time of trial.
90. The Court finds that an award of attorney's fees and costs to Katy Shuk Chi Lau Messier from Luc J. Messier in the amount of fifty nine thousand, one hundred ninety eight dollars and seventy-five cents (59,198.75) is reasonable.
91. The Court finds that an award of attorney's fees and costs to Katy Shuk Chi Lau Messier from Luc J. Messier in the amount of fifty nine thousand, one hundred ninety eight dollars and seventy-five cents (59,198.75) is necessary.
92. The Court finds that an award of attorney's fees and costs to Katy Shuk Chi Lau Messier from Luc J. Messier in the amount of fifty nine thousand, one hundred ninety eight dollars and seventy-five cents (59,198.75) is reasonable and necessary.

93. The Court finds that the fees and costs awarded to Katy Shuk Chi Lau Messier from Luc J. Messier in the amount of fifty nine thousand, one hundred ninety eight dollars and seventy-five cents (59,198.75) are necessary and incurred.
94. The Court finds that the fees and costs awarded to Katy Shuk Chi Lau Messier from Luc J. Messier in the amount of fifty nine thousand, one hundred ninety eight dollars and seventy-five cents (59,198.75) are supported by the time and labor required.
95. The Court finds that the fees and costs awarded to Katy Shuk Chi Lau Messier from Luc J. Messier in the amount of fifty nine thousand, one hundred ninety eight dollars and seventy-five cents (59,198.75) are supported by the novelty and difficulty of the questions involved.
96. The Court finds that the fees and costs awarded to Katy Shuk Chi Lau Messier from Luc J. Messier in the amount of fifty nine thousand, one hundred ninety eight dollars and seventy-five cents (59,198.75) are supported by the skill required to perform the legal service properly.
97. The Court finds that the fees and costs awarded to Katy Shuk Chi Lau Messier from Luc J. Messier in the amount of fifty nine thousand, one hundred ninety eight dollars and seventy-five cents (59,198.75) are supported by the fact that her employment of this attorney likely foreclosed other employment by said attorney.
98. The Court finds that the fees and costs awarded to Katy Shuk Chi Lau Messier from Luc J. Messier in the amount of fifty nine thousand, one hundred ninety eight dollars and seventy-five cents (59,198.75) are supported by the fact that said fees are within the range of fees customarily received for similar legal services in Houston, Harris County, Texas.
99. The Court finds that the fees and costs awarded to Katy Shuk Chi Lau Messier from Luc J. Messier in the amount of fifty nine thousand, one hundred ninety eight dollars and seventy-five cents (59,198.75) are supported by the amount in controversy.
100. The Court finds that the fees and costs awarded to Katy Shuk Chi Lau Messier from Luc J. Messier in the amount of fifty nine thousand, one hundred ninety eight dollars and seventy-five cents (59,198.75) are supported by the results obtained.
101. The Court finds that the fees and costs awarded to Katy Shuk Chi Lau Messier from Luc J. Messier in the amount of fifty nine thousand, one hundred ninety eight dollars and seventy-five cents (59,198.75) are supported by the time limitations imposed by the case.
102. The Court finds that the fees and costs awarded to Katy Shuk Chi Lau Messier from Luc J. Messier in the amount of fifty nine thousand, one hundred ninety eight dollars and seventy-five cents (59,198.75) are supported by the circumstances of the case.

103. The Court finds that the fees and costs awarded to Katy Shuk Chi Lau Messier from Luc J. Messier in the amount of fifty nine thousand, one hundred ninety eight dollars and seventy-five cents (59,198.75) are supported by the nature and length of the professional relationship between the attorney and the client.
104. The Court finds that the fees and costs awarded to Katy Shuk Chi Lau Messier from Luc J. Messier in the amount of fifty nine thousand, one hundred ninety eight dollars and seventy-five cents (59,198.75) are supported by the experience, reputation, and ability of the attorney performing the services.
105. The Court finds that the fees and costs awarded to Katy Shuk Chi Lau Messier from Luc J. Messier in the amount of fifty nine thousand, one hundred ninety eight dollars and seventy-five cents (59,198.75) are supported by the fact that opposing counsel's fees exceeded the fees and costs awarded to Katy Shuk Chi Lau Messier.
106. In addition, the Court takes judicial notice that the fees awarded to Katy Shuk Chi Lau Messier from Luc J. Messier in the amount of fifty nine thousand, one hundred ninety eight dollars and seventy-five cents (59,198.75) represent usual and customary fees in light of the file content of the case.
107. In the alternative, the Court takes judicial notice that the fees awarded to Katy Shuk Chi Lau Messier from Luc J. Messier in the amount of fifty nine thousand, one hundred ninety eight dollars and seventy-five cents (59,198.75) represent usual and customary fees in light of the file content of the case.
108. The Court finds that in the event that Luc. J. Messier appeals this Court's Order of Enforcement of Final Decree of Divorce and Clarification of Property Division to the Court of Appeals, that an award of attorney's fees to Katy Shuk Chi Lau Messier from Luc J. Messier in the amount of twenty-five thousand dollars (\$25,000.00) represents the reasonable and necessary attorneys' fees and costs of Katy Shuk Chi Lau Messier to defend against an appeal to the Court of Appeals.
109. The Court finds that in the event that Luc. J. Messier appeals this Court's Order of Enforcement of Final Decree of Divorce and Clarification of Property Division to the Court of Appeals, that an award of attorney's fees to Katy Shuk Chi Lau Messier from Luc J. Messier in the amount of twenty-five thousand dollars (\$25,000.00) is reasonable as attorneys' fees and costs of Katy Shuk Chi Lau Messier to defend against an appeal to the Court of Appeals.
110. The Court finds that in the event that Luc. J. Messier appeals this Court's Order of Enforcement of Final Decree of Divorce and Clarification of Property Division to the Court of Appeals, that an award of attorney's fees to Katy Shuk Chi Lau Messier from Luc J. Messier in the amount of twenty-five thousand dollars (\$25,000.00) is necessary as attorneys' fees and costs of Katy Shuk Chi Lau Messier to defend against an appeal to the Court of Appeals.

111. The Court finds that in the event that Luc. J. Messier appeals this Court's Order of Enforcement of Final Decree of Divorce and Clarification of Property Division to the Court of Appeals, that an award of attorney's fees to Katy Shuk Chi Lau Messier from Luc J. Messier in the amount of twenty-five thousand dollars (\$25,000.00) is necessary and will be incurred.
112. The Court finds that in the event that Luc. J. Messier appeals this Court's Order of Enforcement of Final Decree of Divorce and Clarification of Property Division to the Court of Appeals, that an award of attorney's fees to Katy Shuk Chi Lau Messier from Luc J. Messier in the amount of twenty-five thousand dollars (\$25,000.00) is supported by the time and labor required.
113. The Court finds that in the event that Luc. J. Messier appeals this Court's Order of Enforcement of Final Decree of Divorce and Clarification of Property Division to the Court of Appeals, that an award of attorney's fees to Katy Shuk Chi Lau Messier from Luc J. Messier in the amount of twenty-five thousand dollars (\$25,000.00) is supported by the novelty and difficulty of the questions involved.
114. The Court finds that in the event that Luc. J. Messier appeals this Court's Order of Enforcement of Final Decree of Divorce and Clarification of Property Division to the Court of Appeals, that an award of attorney's fees to Katy Shuk Chi Lau Messier from Luc J. Messier in the amount of twenty-five thousand dollars (\$25,000.00)) is supported by the skill required to perform the legal service properly.
115. The Court finds that in the event that Luc. J. Messier appeals this Court's Order of Enforcement of Final Decree of Divorce and Clarification of Property Division to the Court of Appeals, that an award of attorney's fees to Katy Shuk Chi Lau Messier from Luc J. Messier in the amount of twenty-five thousand dollars (\$25,000.00) is supported by the fact that said fees are within the range of fees customarily received for similar legal services in Houston, Harris County, Texas.
116. The Court finds that in the event that Luc. J. Messier appeals this Court's Order of Enforcement of Final Decree of Divorce and Clarification of Property Division to the Court of Appeals, that an award of attorney's fees to Katy Shuk Chi Lau Messier from Luc J. Messier in the amount of twenty-five thousand dollars (\$25,000.00) is supported by the amount in controversy.
117. The Court finds that in the event that Luc. J. Messier appeals this Court's Order of Enforcement of Final Decree of Divorce and Clarification of Property Division to the Court of Appeals, that an award of attorney's fees to Katy Shuk Chi Lau Messier from Luc J. Messier in the amount of twenty-five thousand dollars (\$25,000.00) is supported by the circumstances of the case.

118. The Court finds that in the event that Luc. J. Messier appeals this Court's Order of Enforcement of Final Decree of Divorce and Clarification of Property Division to the Court of Appeals, that an award of attorney's fees to Katy Shuk Chi Lau Messier from Luc J. Messier in the amount of twenty-five thousand dollars (\$25,000.00) is supported by the experience, reputation, and ability of the attorney performing the services.
119. In addition, the Court takes judicial notice that an award of attorney's fees to Katy Shuk Chi Lau Messier from Luc J. Messier in the amount of twenty-five thousand dollars (\$25,000.00) represents usual and customary fees in light of the file content of the case.
120. In the alternative, the Court takes judicial notice that an award of attorney's fees to Katy Shuk Chi Lau Messier from Luc J. Messier in the amount of twenty-five thousand dollars (\$25,000.00) represents usual and customary fees in light of the file content of the case.
121. The Court finds that in the event that Luc. J. Messier makes application for Review to the Supreme Court of the State of Texas regarding the appeal from this Court's Order of Enforcement of Final Decree of Divorce and Clarification of Property Division and a response and or briefing from Katy Shuk Chi Lau Messier is requested or required by the Texas Supreme Court, an award of attorney's fees and costs to Katy Shuk Chi Lau Messier from Luc J. Messier in the amount of fifteen thousand dollars (\$15,000.00) represents the reasonable and necessary attorneys' fees and costs of Katy Shuk Chi Lau Messier to respond in the Texas Supreme Court.
122. The Court finds that in the event that Luc. J. Messier makes application for Review to the Supreme Court of the State of Texas regarding the appeal from this Court's Order of Enforcement of Final Decree of Divorce and Clarification of Property Division and a response and or briefing from Katy Shuk Chi Lau Messier is requested or required by the Texas Supreme Court, an award of attorney's fees and costs to Katy Shuk Chi Lau Messier from Luc J. Messier in the amount of fifteen thousand dollars (\$15,000.00) represents the reasonable attorneys' fees and costs of Katy Shuk Chi Lau Messier to respond in the Texas Supreme Court.
123. The Court finds that in the event that Luc. J. Messier makes application for Review to the Supreme Court of the State of Texas regarding the appeal from this Court's Order of Enforcement of Final Decree of Divorce and Clarification of Property Division and a response and or briefing from Katy Shuk Chi Lau Messier is requested or required by the Texas Supreme Court, an award of attorney's fees and costs to Katy Shuk Chi Lau Messier from Luc J. Messier in the amount of fifteen thousand dollars (\$15,000.00) represents the necessary attorneys' fees and costs of Katy Shuk Chi Lau Messier to respond in the Texas Supreme Court.
124. The Court finds that in the event that Luc. J. Messier makes application for Review to the Supreme Court of the State of Texas regarding the appeal from this Court's Order of Enforcement of Final Decree of Divorce and Clarification of Property Division and a response and or briefing from Katy Shuk Chi Lau Messier is requested or required by the

Texas Supreme Court, an award of attorney's fees and costs to Katy Shuk Chi Lau Messier from Luc J. Messier in the amount of fifteen thousand dollars (\$15,000.00) is necessary and will be incurred.

125. The Court finds that in the event that Luc. J. Messier makes application for Review to the Supreme Court of the State of Texas regarding the appeal from this Court's Order of Enforcement of Final Decree of Divorce and Clarification of Property Division and a response and or briefing from Katy Shuk Chi Lau Messier is requested or required by the Texas Supreme Court, an award of attorney's fees and costs to Katy Shuk Chi Lau Messier from Luc J. Messier in the amount of fifteen thousand dollars (\$15,000.00) is supported by the time and labor required.
126. The Court finds that in the event that Luc. J. Messier makes application for Review to the Supreme Court of the State of Texas regarding the appeal from this Court's Order of Enforcement of Final Decree of Divorce and Clarification of Property Division and a response and or briefing from Katy Shuk Chi Lau Messier is requested or required by the Texas Supreme Court, an award of attorney's fees and costs to Katy Shuk Chi Lau Messier from Luc J. Messier in the amount of fifteen thousand dollars (\$15,000.00) is supported by the novelty and difficulty of the questions involved.
127. The Court finds that in the event that Luc. J. Messier makes application for Review to the Supreme Court of the State of Texas regarding the appeal from this Court's Order of Enforcement of Final Decree of Divorce and Clarification of Property Division and a response and or briefing from Katy Shuk Chi Lau Messier is requested or required by the Texas Supreme Court, an award of attorney's fees and costs to Katy Shuk Chi Lau Messier from Luc J. Messier in the amount of fifteen thousand dollars (\$15,000.00) is supported by the skill required to perform the legal service properly.
128. The Court finds that in the event that Luc. J. Messier makes application for Review to the Supreme Court of the State of Texas regarding the appeal from this Court's Order of Enforcement of Final Decree of Divorce and Clarification of Property Division and a response and or briefing from Katy Shuk Chi Lau Messier is requested or required by the Texas Supreme Court, an award of attorney's fees and costs to Katy Shuk Chi Lau Messier from Luc J. Messier in the amount of fifteen thousand dollars (\$15,000.00) is supported by the fact that said fees are within the range of fees customarily received for similar legal services in Houston, Harris County, Texas.
129. The Court finds that in the event that Luc. J. Messier makes application for Review to the Supreme Court of the State of Texas regarding the appeal from this Court's Order of Enforcement of Final Decree of Divorce and Clarification of Property Division and a response and or briefing from Katy Shuk Chi Lau Messier is requested or required by the Texas Supreme Court, an award of attorney's fees and costs to Katy Shuk Chi Lau Messier from Luc J. Messier in the amount of fifteen thousand dollars (\$15,000.00) is supported by the amount in controversy.

130. The Court finds that in the event that Luc. J. Messier makes application for Review to the Supreme Court of the State of Texas regarding the appeal from this Court's Order of Enforcement of Final Decree of Divorce and Clarification of Property Division and a response and or briefing from Katy Shuk Chi Lau Messier is requested or required by the Texas Supreme Court, an award of attorney's fees and costs to Katy Shuk Chi Lau Messier from Luc J. Messier in the amount of fifteen thousand dollars (\$15,000.00) is supported by the circumstances of the case.
131. The Court finds that in the event that Luc. J. Messier makes application for Review to the Supreme Court of the State of Texas regarding the appeal from this Court's Order of Enforcement of Final Decree of Divorce and Clarification of Property Division and a response and or briefing from Katy Shuk Chi Lau Messier is requested or required by the Texas Supreme Court, an award of attorney's fees and costs to Katy Shuk Chi Lau Messier from Luc J. Messier in the amount of fifteen thousand dollars (\$15,000.00) is supported by the experience, reputation, and ability of the attorney performing the services.
132. In addition, the Court takes judicial notice that in the event that Luc. J. Messier makes application for Review to the Supreme Court of the State of Texas regarding the appeal from this Court's Order of Enforcement of Final Decree of Divorce and Clarification of Property Division and a response and or briefing from Katy Shuk Chi Lau Messier is requested or required by the Texas Supreme Court, an award of attorney's fees and costs to Katy Shuk Chi Lau Messier from Luc J. Messier in the amount of fifteen thousand dollars (\$15,000.00) represents usual and customary fees in light of the file content of the case.
133. In the alternative, the Court takes judicial notice that in the event that Luc. J. Messier makes application for Review to the Supreme Court of the State of Texas regarding the appeal from this Court's Order of Enforcement of Final Decree of Divorce and Clarification of Property Division and a response and or briefing from Katy Shuk Chi Lau Messier is requested or required by the Texas Supreme Court, an award of attorney's fees and costs to Katy Shuk Chi Lau Messier from Luc J. Messier in the amount of fifteen thousand dollars (\$15,000.00) represents usual and customary fees in light of the file content of the case.
134. The court hereby finds that any Finding of Fact more properly be considered as a Conclusion of Law, should be so considered.

SIGNED on the _____ day of AUG 19 2013, 2013.



JUDGE PRESIDING