

CAUSE NO. 20-DCV-270545

INNOVATIVE PHARMACY  
SOLUTIONS, LLC

v.

TIMOTHY VIET DO

§  
§  
§  
§  
§  
§

IN THE DISTRICT COURT OF

FORT BEND COUNTY, TEXAS

Fort Bend County - 240th Judicial District Court

\_\_\_\_ JUDICIAL DISTRICT

**PLAINTIFF'S ORIGINAL PETITION AND  
REQUEST FOR DISCLOSURES**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW Innovative Pharmacy Solutions, LLC, Plaintiff herein, filing this its Original Petition and Request for Disclosures complaining of Timothy Viet Do, Defendant herein, and for causes of action would respectfully show the Court as follows:

**DISCOVERY**

1. Plaintiff intends to conduct discovery under Texas Rules of Civil Procedure 190.3 (Level 2).

**PARTIES**

2. Innovative Pharmacy Solutions, LLC is an individual who conducts business in the State of Texas and may be served with process on the undersigned legal counsel.

3. Timothy Viet Do is a person who resides in Fort Bend County, Texas and may be served at the following or any other location where he may be found:

Timothy Viet Do  
8903 Corbridge  
Richmond, TX 77469

**JURISDICTION AND VENUE**

4. The Court has jurisdiction over Defendant because he resides in Fort Bend County, Texas.
5. The Court has jurisdiction over the controversy because the damages are within the jurisdictional limits of the Court. Venue is appropriate in Fort Bend County, Texas because all or a substantial part of the events or omissions giving rise to the Plaintiff's causes of action occurred

in Fort Bend County, Texas thus venue is proper under §15.002(a)(1) of the Texas Civil Practice and Remedies Code.

### **RELEVANT FACTS**

6. The subject matter of this lawsuit is the sale of the business Kim Oanh Do, LLC dba Affordable Pharmacy from Timothy Viet Do as well as Kim Oanh Do to Innovative Pharmacy Solutions, LLC. This subject transaction was consummated on June 20, 2019 and is memorialized by a Bill of Sale - a true and correct copy is attached hereto as Exhibit "1" and incorporated herein for all purposes.

7. In compliance with the Bill of Sale, Innovative Pharmacy Solutions, LLC ("Plaintiff") tendered Cashier's Check No. 1687023126 dated June 20, 2019 in the amount of \$54,000 to Timothy V. Do ("Defendant") which included the \$50,000 sales price as well as \$4,000 to reimburse Defendant for the existing operating capital. A true and correct copy of the aforementioned cashier's check is attached hereto as Exhibit "2" and incorporated herein for all purposes.

8. In further compliance with the Bill of Sale, Defendant began working as a pharmacist for the Plaintiff and was paid a total of \$12,960 for his services. A true and correct copy of the related payroll checks which were paid to Defendant is attached hereto as Exhibit "3" and incorporated herein for all purposes. Further, in order to properly operate the pharmacy, Long Lam began working as a pharmacist for the Plaintiff and was paid a total of \$5,762 for his services. A true and correct copy of the related payroll checks is attached hereto as Exhibit "4" and incorporated herein for all purposes.

9. Also, in order to operate the pharmacy, Plaintiff was required to pay rent to Defendant at the rate of \$2,500 per month. Plaintiff paid the total sum of \$17,500 to Defendant (who owns the building where the pharmacy was operating) for rental of the pharmacy premises. A true and correct copy of the related checks is attached hereto as Exhibit "5" and incorporated herein for all purposes.



10. Further, in order to operate the pharmacy, Plaintiff incurred expenses for: insurance application (\$1,250); utilities (\$4,034); maintaining a pharmacy operating system fee (\$1,470); and the related management fee for managing the pharmacy (\$45,000). A true and correct copy of the related supporting documents is attached hereto as Exhibits "6" through "9" respectively and incorporated herein for all purposes.

11. Nevertheless, contrary to the requirements of the Bill of Sale, Timothy Viet Do failed to live up to his end of the bargain. In particular, Defendant failed to transfer his Membership Shares of Kim Oanh Do, LLC to Plaintiff. As such, Plaintiff has no prima facie evidence to demonstrate that it owns Kim Oanh Do, LLC. Further, Defendant filed a false and authorized corporate document on September 20, 2019 with the Secretary of State of Texas whereby Defendant listed himself as a director of Kim Oanh Do, LLC. Once confronted, Defendant refused to remedy the situation.

12. In addition, Defendant failed to conduct himself in a competent manner and to adhere to the Texas State Board of Pharmacy regulations while acting as a pharmacist for Plaintiff - Defendant improperly filled several prescriptions that could have resulted in serious injury to Plaintiff's patients.

13. Plaintiff attempted to amicably resolve the situation by hiring legal counsel who sent a correspondence dated September 30, 2019 to Defendant. A true and correct copy of the aforementioned correspondence is attached hereto as Exhibit "10" and incorporated herein for all purposes. Plaintiff's request to resolve the situation fell on deaf ears. Instead, in retaliation, Defendant locked Plaintiff out of the premises thereby making it impossible for Plaintiff to conduct business.

**FIRST CAUSE OF ACTION:  
BREACH OF CONTRACT**

14. To the extent not inconsistent herewith, Plaintiff incorporates by reference the allegations made in paragraphs 1 through 13 as if set forth fully herein.

15. The actions committed by Timothy Viet Do constitute breach of contract because:

- A. There exists a valid, enforceable contract between Plaintiff and Defendant;
- B. Plaintiff has standing to sue for breach of contract;
- C. Plaintiff performed, tendered performance, or were excused from performing its contractual obligations;
- D. Defendant breached his contract with Plaintiff; and
- E. The breach of contract by Defendant caused Plaintiff's injury.

**SECOND CAUSE OF ACTION:  
BREACH OF FIDUCIARY DUTY**

16. To the extent not inconsistent herewith, Plaintiff incorporates by reference the allegations made in paragraphs 1 through 15 as if set forth fully herein.

17. The actions committed by Timothy Viet Do constitutes a breach of fiduciary duty because:

- A. Defendant had a fiduciary relationship with Plaintiff;
- B. Defendant breached his fiduciary relationship with Plaintiff;
- C. Defendant breach of fiduciary duty resulted in
  - 1. injury to Plaintiff, or
  - 2. benefit to Defendant.



**THIRD CAUSE OF ACTION:  
COMMON LAW FRAUD**

18. To the extent not inconsistent herewith, Plaintiff incorporates by reference the allegations made in paragraphs 1 through 18 as if set forth fully herein.

19. The actions committed by Timothy Viet Do constitute common law fraud because:

- A. Defendant made a representation to Plaintiff;
- B. The representation was material;
- C. The representation was false;
- D. When Defendant made the representation, he
  - 1. knew the representation was false, or
  - 2. made the representation recklessly, as a positive assertion, and without knowledge of its truth;
- E. Defendant made the representation with the intent that Plaintiff act on it;
- F. Plaintiff relied on the representation; and
- G. The representation caused injury to Plaintiff.

**DAMAGES:  
ACTUAL DAMAGES**

20. Plaintiff is entitled to recover its actual damages from Defendant for which Plaintiff pleads in an amount which is not than \$141,976 and which does not exceed the jurisdictional limits of this Court.

**EXEMPLARY DAMAGES**

21. Plaintiff is entitled to recover its exemplary damages from Defendant for which Plaintiff pleads in an amount which does not exceed the jurisdictional limits of this Court.

### **ATTORNEYS' FEES**

22. Plaintiff was forced to employ the undersigned attorneys to represent them and have agreed to pay them reasonable attorneys' fees for their services. Plaintiff is entitled to recover their reasonable attorneys' fees from Defendant for which Plaintiff pleads in an amount which does not exceed the jurisdictional limits of this Court.

### **CONDITIONS PRECEDENT**

23. All conditions precedent to Plaintiff's right to bring these causes of action have been performed, have occurred, or have been waived.

### **REQUEST FOR DISCLOSURES**

24. Timothy Viet Do is hereby requested to disclose to Innovative Pharmacy Solutions, LLC, within 50 days of service of this request, the information and material described in Rule 194 of the Texas Rules of Civil Procedure.

### **PRAYER**

WHEREFORE, PREMISES CONSIDERED, Plaintiff respectfully requests that:

- A. Timothy Viet Do be cited to appear and answer herein; and
- B. Upon final hearing or trial hereof, the Court order a judgment in favor of Innovative Pharmacy Solutions, LLC against Timothy Viet Do for its actual damages, exemplary damages, reasonable attorneys' fees, and all costs of court, and such other and further relief, both general and special, at law or in equity, to which Plaintiff may be entitled.

Respectfully submitted,

VILT AND ASSOCIATES - TX, P.C.

By:



ROBERT C. VILT

Texas Bar No. 00788586

Kerry Prisock

Texas Bar No.

5177 Richmond Avenue, Suite 1142

Houston, Texas 77056

Telephone: 713.840.7570

Facsimile: 713.877.1827

Email: clay@viltlaw.com

ATTORNEYS FOR PLAINTIFF



CAUSE NO. \_\_\_\_\_

INNOVATIVE PHARMACY  
SOLUTIONS, LLC

v.

TIMOTHY VIET DO

STATE OF TEXAS

COUNTY OF FORT BEND

IN THE DISTRICT COURT OF

FORT BEND COUNTY, TEXAS

\_\_\_\_\_ JUDICIAL DISTRICT

KNOW ALL MEN BY THESE PRESENTS:

**AFFIDAVIT OF HENRY NGUYEN**

BEFORE ME, the undersigned authority, on this day personally appeared Henry Nguyen who, being duly sworn, deposes and says:

1. "My name is Henry Nguyen. I am the managing member of Innovative Pharmacy Solutions, LLC which is the Plaintiff in the above-captioned lawsuit. I have read the Plaintiff's Original Petition and Request for Disclosures to which this Affidavit relates and offer this Affidavit in support of the statements and arguments asserted therein.
2. The subject matter of this lawsuit is the sale of the business Kim Oanh Do, LLC dba Affordable Pharmacy from Timothy Viet Do as well as Kim Oanh Do to Innovative Pharmacy Solutions, LLC. This subject transaction was consummated on June 20, 2019 and is memorialized by a Bill of Sale.
3. In compliance with the Bill of Sale, Innovative Pharmacy Solutions, LLC ("Plaintiff") tendered Cashier's Check No. 1687023126 dated June 20, 2019 in the amount of \$54,000 to Timothy V. Do ("Defendant") which included the \$50,000 sales price as well as \$4,000 to reimburse Defendant for the existing operating capital.
4. In further compliance with the Bill of Sale, Defendant began working as a pharmacist for the Plaintiff and was paid a total of \$12,960 for his services.
5. Further, in order to properly operate the pharmacy, Long Lam began working as a pharmacist for the Plaintiff and was paid a total of \$5,762 for his services.
6. Also, in order to operate the pharmacy, Plaintiff was required to pay rent to Defendant at the rate of \$2,500 per month. Plaintiff paid the total sum of \$15,000 to Defendant (who owns the building where the pharmacy was operating) for rental of the pharmacy premises. 17,500
7. Further, in order to operate the pharmacy, Plaintiff incurred expenses for: insurance application (\$1,250); utilities (\$4,034); maintaining a pharmacy operating system fee (\$1,470); and the related management fee for managing the pharmacy (\$45,000).



8. Nevertheless, contrary to the requirements of the Bill of Sale, Timothy Viet Do failed to live up to his end of the bargain. In particular, Defendant failed to transfer his Membership Shares of Kim Oanh Do, LLC to Plaintiff. As such, Plaintiff has no prima facie evidence to demonstrate that it owns Kim Oanh Do, LLC. Further, Defendant filed a false and authorized corporate document on September 20, 2019 with the Secretary of State of Texas whereby Defendant listed himself as a director of Kim Oanh Do, LLC. Once confronted, Defendant refused to remedy the situation.
9. In addition, Defendant failed to conduct himself in a competent manner and to adhere to the Texas State Board of Pharmacy regulations while acting as a pharmacist for Plaintiff - Defendant improperly filled several prescriptions that could have resulted in serious injury to Plaintiff's patients.
10. Plaintiff attempted to amicably resolve the situation by hiring legal counsel who sent a correspondence dated September 30, 2019 to Defendant.
11. Plaintiff's request to resolve the situation fell on deaf ears. Instead, in retaliation, Defendant locked Plaintiff out of the premises thereby making it impossible for Plaintiff to conduct business.

I have read the foregoing Affidavit and attest that the information contained therein is true and correct in all respects based upon my personal knowledge.

  
HENRY NGUYEN

SUBSCRIBED AND SWORN TO BEFORE ME on this the 20 day of January, 2020.



  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

My commission expires:

8/28/2023

# EXHIBIT 1



# BILL OF SALE

STATE OF TEXAS }  
COUNTY OF HARRIS }

This Bill of Sale is dated this 20th day of June, 2019 by and between **TIMOTHY VIET DO** and **KIM OANH DO** ("Seller") and **INNOVATIVE PHARMACY SOLUTIONS, LLC** of 52 Lazy Lane Kemah, TX 77565, Texas Taxpayer Number 32070675221, whose manager is Henry Nguyen ("Buyer").

IN CONSIDERATION OF THE COVENANTS and agreements contained in this Bill of Sale, the parties (Seller and Buyer) to this Bill of Sale agree as follows:

1. The Seller has sold and conveyed to Buyer one hundred percent interest of the business known as **KIM OANH DO, LLC dba AFFORDABLE PHARMACY** located at **12454 Beechnut St Ste 8 Houston TX 77072**.
2. TO HAVE AND TO HOLD, all and singular, the said interest to **INNOVATIVE PHARMACY SOLUTIONS, LLC**, as Buyer, for Buyer's own use forever.
3. For and in consideration of the business and assets of the business, Buyer has agreed to pay Seller the total purchase price of Fifty Thousand Dollars (U.S.\$50,000.00) which is itemized as follows:

Company's name, licenses, and Goodwill: **\$50,000.00**

The total purchase in amount of Fifty Thousand Dollars (U.S.\$50,000.00) shall be paid in full at the time this Bill of Sale is executed by Buyer and Seller.

**Exclusion:** Business's assets including but not limited to fixtures, furniture, equipments, computers. Buyer only temporarily borrow these items and must return to Seller if Buyer ends the business's operation.

## **Additional conditions:**

- Buyer will hire Timothy Viet Do as Buyer's permanent employee at the wage rate \$45 per hour and minimum 32 hours per week.
  - Buyer guaranties the wages paid to Timothy Viet Do will be for 6 months with no change whatsoever.
  - The employment will be permanent as long as the company Kim Oanh Do, under new management of Innovative Pharmacy Solutions, LLC maintains its business's operation.
  - If Buyer decides to move the business to the other location or to end the business' operation, Buyer will return Seller the entire business including but not limited to company's name, licenses and assets to Seller with no charge, and will still continue to pay wages to Timothy until the end of 6-month-wage guaranty term listed above.
4. The Seller warrant that Seller is the lawful owner in every respect of all the herein described business and that it is free and clear of any and all liens, security agreements, encumbrances, claims, demands, business's property tax, and charges of every kind and character whatsoever.

5. Buyer will indemnify and hold Seller and the property of Seller free and harmless from and all claims, losses, damages, injuries and liabilities arising from or in connection with the operation of the Business after the Closing time and date beginning on June 20, 2019.

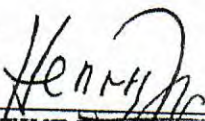
Signed on this 20th day of June, 2019

**SELLER:**

  
TIMOTHY VIET DO

  
KIM OANH DO

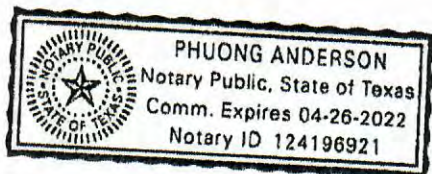
**BUYER:**


  
INNOVATIVE PHARMACY SOLUTIONS, LLC  
By: HENRY NGUYEN, Manager

STATE OF TEXAS           }  
COUNTY OF HARRIS       }

BEFORE ME, the undersigned authority, Notary Public, in Harris County, Texas, on this day personally **TIMOTHY VIET DO**, **KIM OANH DO** and **HENRY NGUYEN** known to me to be the persons whose name are subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office, on this 20th day of June, 2019



  
Notary Public in and for State of Texas



# EXHIBIT 2



**Terms and Conditions (Remitter and Payee):**

- \* Please keep this copy for your record of the transaction
- \* The laws of a specific state will consider these funds to be "abandoned" if the Cashier's Check is not cashed by a certain time
  - Please cash/deposit this Cashier's Check as soon as possible to prevent this from occurring
  - In most cases, the funds will be considered "abandoned" before the "Void After" Date
- \* Placing a Stop Payment on a Cashier's Check
  - Stop Payment can only be placed if the Cashier's Check is lost, stolen, or destroyed
  - We may not re-issue or refund the funds after the stop payment has been placed until 90 days after the original check was issued
- \* Please visit a Chase branch to report a lost, stolen, or destroyed Cashier's Check or for any other information about this item

FOR YOUR PROTECTION SAVE THIS COPY

**CASHIER'S CHECK**

Customer Copy

1687023126

06/20/2019

Void after 7 years

**Remitter:** MEDI BROTHERS, LLC./DBA BEST CARE PHARMACY

\*\*\* 54,000.00 \*\*\*

**Pay To The Order Of:** TIMOTHY V. DO

Memo: \_\_\_\_\_  
Note: For information only. Comment has no effect on bank's payment.

Drawer **JPMORGAN CHASE BANK, N.A.**  
**NON NEGOTIABLE**



**CHASE** for BUSINESS

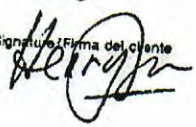
Printed from Chase for Business

\$54,000.00

Total

Jun 20, 2019

Post date

<b>WITHDRAWAL/RETIRO</b>	<b>CHASE</b>	<b>WITHDRAWAL/RETIRO</b>	CHECKING/CHEQUES <input type="checkbox"/>
			SAVINGS/AHORROS <input type="checkbox"/>
			CHASE LIQUID <input type="checkbox"/>
			R/T 500001017
	Today's Date/Fecha 06-20-19	Customer Name (Please Print)/Nombre del cliente (en letra de molde) Medi Brothers LLC	
	If Purchasing a Cashier's Check Provide Payee Name/Si desea comprar un cheque de caja, escriba el nombre del beneficiario aqui Timothy V. DO		
	113063-CH (Rev. 10/15) 90072731 0319	Customer Signature/Firma del cliente X 	
	Start your account number here/ ▼ Empezar su número de cuenta aqui 393651952	TOTAL \$	AMOUNT/CANTIDAD 54,000 . 00
	⑈0520199949⑈ ⑆500001017⑆		

JPMorgan Chase Bank, N.A. Member FDIC

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Equal Opportunity Lender

# EXHIBIT 3



**CHASE** for BUSINESS

Printed from Chase for Business

\$1,485.00

Total


Jul 5, 2019

Post date

10049

Check #

SECURITY FEATURES INCLUDE: TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOLIO HOLOGRAM

 **BEST CARE PHARMACY**  
9820 Gulf Frey Sta A10  
Houston, TX 77034-1057

10049  
32-61/1110


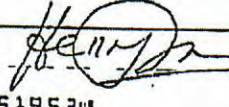
DATE 07-02-2019

PAY TO THE ORDER OF Timothy V. Do \$ 1,485.00

One Thousand Four hundred eighty five and 00/100 DOLLARS

JPMorgan Chase Bank, N.A.

FOR P/R 06/16-30/2019

⑈010049⑈ ⑆111000614⑆ 393651952⑈

Details on Back

Security Features Induced

JPMorgan Chase Bank, N.A. Member FDIC

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**CHASE** for BUSINESS

Printed from Chase for Business

\$3,195.00

Total

Jul 18, 2019

Post date

10592

Check #

SECURITY FEATURES INCLUDE: THE WATERMARK, GARY/HIA, BENJAMIN FRANKLIN AND FOLIO LOGO/STAMP

**BEST CARE PHARMACY**  
9820 Gulf Fwy Ste A10  
Houston, TX 77034-1057

DATE 07-17-2019

10592  
32-61/1110

PAY TO THE ORDER OF Timothy V. Do \$ 3,195.00

Three thousand one hundred ninety five and 00/100 DOLLARS

JPMorgan Chase Bank, N.A.

FOR P/R 07/1-15/2019

Henry M

10592 1110006141 3936519521



**CHASE** for BUSINESS

Printed from Chase for Business

\$3,600.00

Total


Aug 9, 2019

Post date

10070

Check #

10070  
33-617110


 **BEST CARE PHARMACY**  
9500 Gulf Freeway Ste A10  
Houston, TX 77034-1057

DATE 08/09/2019

PAY TO THE ORDER OF Timothy V. Do \$ 3,600.00

Three thousand six hundred and 00/100 DOLLARS

JPMorgan Chase Bank, N.A.

FOR P/R 07/16-31/2019  Henry J.

⑈010070⑈ ⑆111000614⑆ 393651952⑈

Small text on right: Please keep this check for your records.

**CHASE** for BUSINESS


Printed from Chase for Business

\$1,800.00

Total

Aug 23, 2019  
Post date10082  
Check #

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE INK AND FORTY HOLOGRAM

 **BEST CARE PHARMACY**  
9820 Gulf Fwy Ste A10  
Houston, TX 77034-1057



10082  
32-6111110

DATE 08/19/2019

PAY TO THE ORDER OF Timothy V. Do \$ 1,800.00  
One thousand eight hundred and 00/100 DOLLARS

FOR P/R 08/1-15/2019

JPMorgan Chase Bank, N.A.

⑈010082⑈ ⑆111000614⑆ 393651952⑈

Security Features Included Details on Disc.

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**CHASE** for BUSINESS

Printed from Chase for Business

\$2,880.00

Total


Sep 12, 2019

Post date

10093

Check #

SECURITY FEATURES INCLUDE: TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOLDED MICROGRAM

 **BEST CARE PHARMACY**  
9820 Gulf Fwy Ste A10  
Houston, TX 77034-1057

10093  
32-611110



DATE 09/04/2019

PAY TO THE ORDER OF Timothy V. Do \$ 2,880.00

Two thousand eight hundred eighty and 00/100 DOLLARS

JPMorgan Chase Bank, N.A.

for P/R 08/16-31/2019

⑈010093⑈ ⑆111000614⑆ 393651952⑈

Security Features Included

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# EXHIBIT 4



**CHASE** for BUSINESS

Printed from Chase for Business

\$1,560.00

Total

Jul 15, 2019

Post date

7414

Check #

GREENLAND PHARMACY 7931 S. Dairy Ashford Rd #B Houston, TX 77072-4631		7414 326271110
PAY TO THE ORDER OF	LAM. MANAGEMENT GROUP	DATE 07-02-2019
One Thousand Five hundred sixty and 5/100		\$ 1,560.00
JPMorgan Chase Bank, N.A.		DOLLARS
for PR 06/16-30/19		
⑆007414⑆ ⑆111000614⑆		⑆212866070⑆
		<i>[Signature]</i>

JPMorgan Chase Bank, N.A. Member FDIC

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**CHASE** for BUSINESS

Printed from Chase for Business

\$1,040.00

Total

Aug 5, 2019

Post date

7433

Check #

<b>GREENLAND PHARMACY</b> 7991 S. Dairy Ashford Rd #B Houston, TX 77072-4531		7433 32-61/1110
DATE <u>08.04.2019</u>		
PAY TO THE ORDER OF <u>LAM MANAGEMENT GROUP, LLC.</u>	\$ <u>1,040.<sup>00</sup></u>	
<u>One thousand forty and <math>\frac{00}{100}</math></u>	DOLLARS	
JPMorgan Chase Bank, N.A.		
FOR <u>P/R 12/16-31/2019 ..</u>	<u>[Signature]</u>	
⑈007433⑈ ⑆111000614⑆		212866070⑈



**CHASE** for BUSINESS

Printed from Chase for Business

\$1,040.00

Total

Sep 9, 2019

Post date

7469

Check #

<b>GREENLAND PHARMACY</b> 7931 S. Dairy Ashford Rd #B Houston, TX 77072-4631		7469
DATE <u>09/04/2019</u>		32-61/1110
PAY TO THE ORDER OF <u>Lam Management Group, LLC.</u>	\$ <u>1,040.00</u>	
<u>One thousand forty and 00/100</u>	DOLLARS	
FOR <u>P/R 08/16-31/2019</u>		<u>Henry</u>
JPMorgan Chase Bank, N.A.		
⑈007469⑈ ⑆111000614⑆		212866070⑈

JPMorgan Chase Bank, N.A. Member FDIC

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Equal Opportunity Lender

12/19/2019

Check Details - chase.com

# CHASE for BUSINESS

Printed from Chase for Business

\$1,342.00

Total

Sep 23, 2019  
Post date

7484  
Check #

GREENLAND PHARMACY 7991 S. Dairy Ashford Rd #D Houston, TX 77072-4631		7484 32-61/1110
DATE <u>09-18-2019</u>		
PAY TO THE ORDER OF <u>LAM MANAGEMENT GROUP, LLC.</u>	\$ <u>1,342.00</u>	
<u>one thousand three hundred forty two and 00/100</u> DOLLARS		
JPMorgan Chase Bank, N.A.		
FOR <u>P/R 09/1-15/2019 G. [signature] other</u>		<u>[signature]</u>
⑈007484⑈ ⑆111000614⑆		212866070⑈

JPMorgan Chase Bank, N.A. Member FDIC

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**CHASE** for BUSINESS

Printed from Chase for Business

\$780.00

Total

Oct 4, 2019  
Post date7495  
Check #

<b>GREENLAND PHARMACY</b> 7991 S. Dairy Ashford Rd #B Houston, TX 77072-4631		7495
		32-81/1110
PAY TO THE ORDER OF	<u>LAM MANAGEMENT GROUP, LLC.</u>	DATE <u>10/02/2019</u>
<u>Seven hundred eighty and 00/100</u>		\$ <u>780.00</u>
JPMorgan Chase Bank, N.A.		DOLLARS
FOR <u>P/R 09/16-20/19</u>	<u>Herrington</u>	
⑈007495⑈ ⑆1111000614⑆		212866070⑈

JPMorgan Chase Bank, N.A. Member FDIC

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Equal Opportunity Lender

# EXHIBIT 5


**CHASE** for BUSINESS

Printed from Chase for Business

\$2,500.00

Total

Jul 5, 2019  
Post date10050  
Check #

 **BEST CARE PHARMACY**  
9300 Gulf Frey St A10  
Houston, TX 77034-1057

10050  
33-61 1112

DATE 07.02.2019

PAY TO THE ORDER OF Timothy H. Do \$ 2,500.00

Two thousand Five hundred and 00/100 DOLLARS

JPMorgan Chase Bank, N.A.

OR Rent July 2019 Herrick Rx Herrick

⑈000000⑈ ⑈11110000614⑈ 393651952⑈

JPMorgan Chase Bank, N.A. Member FDIC

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Equal Opportunity Lender



**CHASE** *for* BUSINESS

Printed from Chase for Business

\$2,500.00

Total


Aug 16, 2019

Post date

10074

Check #

SECURITY FEATURES INCLUDE: TRUE WATERMARK PAPER, HEAT SENSITIVE INK AND FOLDING LOCK AND

 BEST CARE PHARMACY  
9520 Gulf Fwy Ste A10  
Houston, TX 77034-1057

10074

32-611110

DATE 08/08/2019

PAY TO THE ORDER OF O 4 T Investment, LLC.

Two thousand Five hundred and 00/100 \$ 2,500.00

DOLLARS

Pat August 2019

1010074 6111000614K 3536519524

Security Features Included

Detail on Back

**CHASE** for BUSINESS


Printed from Chase for Business

\$500.00

Total

Sep 11, 2019  
Post date10095  
Check #

SECURITY FEATURES INCLUDE TALL WATERMARK PAPER, HEAT SENSITIVE ICON AND FOLIO Hologram

 **BEST CARE PHARMACY**  
9820 Gulf Freeway Ste A10  
Houston, TX 77034-1057

10095  
32-611110



DATE 09/04/2019

PAY TO THE ORDER OF Timothy V. Do / O & T Investment, LLC. \$ 500.00

Five hundred and 00/100 DOLLARS

JPMorgan Chase Bank, N.A.

FOR Rent Sept. \$2.5k - \$2k  
Lawn & Cleaning Services

⑈010095⑈ ⑈1111000614⑈ 393651952⑈

Security Features Included

JPMorgan Chase Bank, N.A. Member FDIC

©2019 JPMorgan Chase &amp; Co.

Equal Opportunity Lender



**CHASE** for BUSINESS

Printed from Chase for Business

\$2,000.00

Total

Oct 4, 2019  
Post date10121  
Check #

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM

**BEST CARE PHARMACY**  
9920 Gulf Fwy Ste A10  
Houston, TX 77034-1057

10121  
32-611110

DATE 10/03/2019

PAY TO THE ORDER OF QLS Landscape Services \$ 2,000.00  
Two thousand and 00/100 DOLLARS

JPMorgan Chase Bank, N.A.

FOR AP. RKM

11010121 111000614 393651952

Details on Back

Security Features Included



12/19/2019

Check Details - chase.com

# CHASE for BUSINESS

Printed from Chase for Business


\$5,000.00

Total

Nov 21, 2019  
Post date

10144  
Check #

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE PINK AND PURPLE HOLOGRAM

 **BEST CARE PHARMACY**  
9820 Gulf Fwy Ste A10  
Houston, TX 77034-1057

10144  
32-61/1110


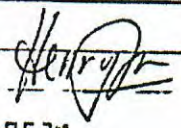
DATE 11-17-2019

PAY TO THE ORDER OF O K T Investment, LLC. \$ 5,000.00


Five thousand and 00/100 DOLLARS

JPMorgan Chase Bank, N.A.

FOR Rent oct./Nov

⑈010144⑈ ⑆111000614⑆ 393651952⑈

Security Features Included:  Detail on Back

JPMorgan Chase Bank, N.A. Member FDIC

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Equal Opportunity Lender

**CHASE** for BUSINESS

Printed from Chase for Business

\$2,500.00

Total


Dec 16, 2019

Post date

10152

Check #

SECURITY FEATURES INCLUDE THIS WATERMARK PAPER, HEAT SENSITIVE COPIES, MICR LINE, AND VOID COPY

 **BEST CARE PHARMACY**  
9520 Gulf Fwy Ste A10  
Houston, TX 77034-1057

10152

DATE 12-1-2019

PAY TO THE ORDER OF O K T Investment \$ 2,500.<sup>00</sup>

Two thousand Five hundred and 00/100 DOLLARS

JPMorgan Chase Bank, N.A.

FOR Rent December 2019 (AF) Henry J. R.

⑈0⑈0⑈5⑈2⑈ ⑈1⑈1⑈0006⑈4⑈ 393651952⑈

Security Features include:

JPMorgan Chase Bank, N.A. Member FDIC

©2019 JPMorgan Chase &amp; Co.

Equal Opportunity Lender



**CHASE** for BUSINESS

Printed from Chase for Business

\$2,500.00

Total


Jan 10, 2020

Post date

10171

Check #

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE INK AND FOL HOLOGRAM

 **BEST CARE PHARMACY**  
0820 Gulf Fwy Ste A10  
Houston, TX 77034-1057

10171  
32-61/1110



DATE 01-02-2020

PAY TO THE ORDER OF O & T Investment \$ 2,500.00

Two thousand Five hundred and 00/100 DOLLARS

JPMorgan Chase Bank, N.A.

on Rent Jan 2020 Final pmt (Rx)

⑈010171⑈ ⑆111000614⑆ 393651952⑈

Security features included. Details on Back.



# EXHIBIT 6



EXPRESS SCRIPTS®



CARCO

As per your authorization, Express-Scripts has charged the following invoice to the account listed below:  
Client ID: EV0PZ8

Invoice	Purchaser	Fee Type	Sales Tax	Total Amount	Transaction Type	Transaction Date	Order ID
192133	TIMOTHY DO	Setup	\$0.00	\$1,250.00	Charge	Wednesday, 07/31/2019 07:59 PM	07312019200251347
Payment Method		Cardholder Name			Card Number ending in		Expiration Date
MasterCard		Henry Nguyen			9418		12/2023

If you have any questions, please contact the Express-Scripts Customer Service Department at (631) 862-9300.

# EXHIBIT 7



## Utilities

ADT Security Alarm (\$51.95 per month)	
July, 2019	\$ 51.95
August, 2019	\$ 51.95
September, 2019	\$ 51.95
October, 2019	\$ 51.95
November, 2019	\$ 51.95
December, 2019	\$ 51.95
January, 2020	\$ 51.95
	\$ 363.65

Comcast Phone & Internet (\$200.94 per month)	
July, 2019	\$ 200.94
August, 2019	\$ 200.94
September, 2019	\$ 200.94
October, 2019	\$ 200.94
November, 2019	\$ 200.94
December, 2019	\$ 200.94
January, 2020	\$ 200.94
	\$ 1,406.58

V247 Power	
July, 2019	\$ 331.93
August, 2019	\$ 442.36
September, 2019	\$ 356.09
October, 2019	\$ 252.05
November, 2019	\$ 274.03
December, 2019	\$ 307.54
January, 2020	\$ 300.00 Estimated
	\$ 2,264.00

Total Util Exp	\$ 4,034.23
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# EXHIBIT 8

# EXHIBIT 9



## **INDEPENDENT CONTRACTOR AGREEMENT**

Agreement made this 1st day of July, 2019 by and between Innovative Pharmacy Solutions, LLC ("Company") and The Lam Management Group LLC ("Independent contractor").

Independent contractor is an independent contractor willing to provide certain skills and abilities to the Company that the Company has need for.

In consideration of the mutual terms, conditions and covenants hereinafter set forth, Company and Independent contractor agree as follows:

1. The Company hereby employs the independent contractor as an independent contractor, and the Independent contractor hereby accepts employment to manage and operate all business operations of Affordable Pharmacy located at 12454 Beechnut St, Houston, Texas 77072.
2. The term of this Agreement shall commence on July 1, 2019. After two (2) years term, either party may, without cause, terminate this Agreement by giving 30 days' written notice to the other.
3. Company shall pay to Independent contractor and Independent contractor shall accept from the Company as compensation for all services to be provided pursuant to this Agreement, the sum of seven thousand five hundred dollars (\$7500.00) per month. Independent Contractor is responsible for any and all taxes. Independent Company shall reimburse for any travel or related expenses and or including gas allowance. No payment will be due until 1/1/2020. All payments must be received by the 15<sup>th</sup> of each month.
4. Independent Contractor is an Independent Contractor and may engage in other business activities or to work with the competitor.
5. If Independent Contractor becomes unable to perform services pursuant to this Agreement by reason of illness, incapacity or death, compensation shall cease upon the happening of the event.
6. Neither party may assign this Agreement without the express written consent of the other party.
7. Independent Contractor is an Independent Contractor and nothing contained in this Agreement shall be deemed or interpreted to constitute the Independent



Contractor as a partner, agent or employee of the Company, nor shall either party have any authority to bind the other.

8. It is agreed between the parties that there are no other agreements or understandings between them relating to the subject matter of this Agreement. This Agreement supersedes all prior agreements, oral or written, between the parties and is intended as a complete and exclusive statement of the agreement between the parties. no change or modification of this Agreement shall be valid unless the same be in writing and signed by the parties.

9. All notices required or permitted to be given hereunder shall be in writing and maybe delivered personally or by Certified Mail - Return Receipt Requested, postage prepaid, addressed to the party's last known address.

10. The company is committed to this contract and responsible for any pharmacy licenses and pharmacy benefits contracts that are necessary to operate the business,

11. This Agreement shall be construed in accordance with and governed by the laws of the State of TEXAS.

INTENDING TO BE LEGALLY BOUND, the parties hereto have caused this Agreement to be executed as of the date first above written.

BY   
(Company)

HENRY NGUYEN  
(Name/Please Print)

07/1/2019  
(Date)

BY   
(Independent Contractor)

LONG LAM  
(Name/Please Print)

7/1/2019  
(Date)

# EXHIBIT 10





4200 Montrose Blvd. Suite 540  
Houston, TX 77006  
t. 713.492.2274 | f. 888.398.8428 |  
nizar@dewood-law.com

September 30, 2019

Timothy Do  
8903 Corbridge Dr.  
Richmond, TX 77469  
By Hand Delivery Service

Re: Affordable Pharmacy  
Request to Cease & Desist & Notice of Intent to Sue  
Notice of Termination of Employment

Dar Mr. Do,

Our office represents Innovative Pharmacy Solutions, LLC ("Innovative") and its owner Henry Nguyen ("Nguyen") concerning the June 20, 2019 Bill of Sale/Purchase Agreement ("Agreement") where you sold your entire interest in KIM OANH DO, LLC d/b/a Affordable Pharmacy "Affordable") to Innovative.

The Agreement specifically called for the full transfer of all your equity interest in Affordable to Innovative in exchange for a payment of \$50,000. The Agreement also provided you certain employment terms, including a 6-month employment period as an at-will employee. Finally, you agreed to indemnify Innovative for any damages that may result from your failure to adhere to or in the event you breach the Agreement.

**A. Agreement Violations:**

Take notice that the below actions are considered serious violations of the Agreement:

- 1) On September 20, 2019 you filed a false and unauthorized corporate document with the Texas Secretary of State to list yourself as a director of the LLC that you sold to Innovative. This is a material and direct breach of the Agreement and is a false public statement that we intend to refer to the District Attorney's Office for Harris County if you do not remove your name as director.
- 2) An internal audit revealed an inventory deficiency of \$12,227.70. The audit results revealed that the inventory did not match the dispensing report which is a violation Healthcare Waste Fraud & Abuse federal and state laws. On September 16, 2019, Mr. Nguyen's representative Long T. Lam ("Lam") sent you a detailed letter explaining the deficiency and the consequence of not responding. To date you have not responded.
- 3) Failure to execute any and all IRS documents necessary to report Innovative as the new owner of KIM OANH DO, LLC, including but not limited to executing form 8822-B.

- 4) You have repeatedly threatened to contact the IRS to "close" the EIN, which belongs to the Buyer. You are aware that all network agreements that Affordable Pharmacy currently has with all insurance carriers the EIN to remain valid. Your interference in something as basic as the EIN demonstrates bad faith that will not be tolerated.

**B. Employment Terms Violations:**

As an at-will employee of Affordable Pharmacy, you are required to practice pharmacy in a competent manner and to adhere to all Texas State Board of Pharmacy ("TXSBP") regulations. Unfortunately, you have not. Specifically, you have "mis-filled" several prescriptions that could have resulted in serious liability to Innovative and its patients. On September 9, 2019 Letter, Mr. Lam sent you a letter detailing each of the "mis-fills" but you have not responded.

Accordingly, **TAKE NOTICE** that you are:

- 1) immediately terminated as an employee of Affordable. You are requested to have no further contact with Affordable, or its suppliers, patients, and employees.
- 2) to remove your name as Director of Affordable from the Secretary of State website, and state in the amendment the reason as a filing error with seven (7) days of this letter.
- 3) Reimburse Affordable in the amount of \$12,227.70 for the inventory deficiency within 30 days of the date of this letter or provide proof of inventory purchases in an amount equal to \$12,227.70.

Failure to take the above requested action in paragraphs 1 to 3 will result in the filing of a civil action against you for injunctive relief, damages, attorneys' fees and court costs. In addition, our office will refer the false filing of public document to the proper authority.

Any concerns do not hesitate to contact us. We look forward to your immediate compliance.

Sincerely,  
/s/ Nizar DeWood  
Nizar A. DeWood, Esq.



# **TEXAS SECRETARY of STATE** **RUTH R. HUGHS**

## **BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY**

**Filing Number:** 802337799  
**Original Date of Filing:** November 24, 2015  
**Formation Date:** N/A  
**Tax ID:** 32058921738  
**Duration:** Perpetual

**Entity Type:** Domestic Limited Liability Company (LLC)  
**Entity Status:** In existence

**FEIN:**

**Name:** KIM OANH DO, LLC  
**Address:** 8903 CORBRIDGE DR  
 Richmond, TX 77469 USA

REGISTERED AGENT		FILING HISTORY	NAMES	MANAGEMENT	ASSUMED NAMES	ASSOCIATED ENTITIES	
View Image	Document Number	Filing Type		Filing Date	Effective Date	Eff. Cond	Page Count
<input checked="" type="checkbox"/>	642093900002	Certificate of Formation		November 24, 2015	November 24, 2015	No	2
<input checked="" type="checkbox"/>	642659650002	Certificate of Assumed Business Name		November 30, 2015	November 30, 2015	No	2
<input checked="" type="checkbox"/>	707246380002	Certificate of Amendment		January 4, 2017	January 4, 2017	No	3
<input checked="" type="checkbox"/>	786397700001	Public Information Report (PIR)		December 31, 2017	January 5, 2018	No	1
<input checked="" type="checkbox"/>	855427810001	Public Information Report (PIR)		December 31, 2018	December 13, 2018	No	1
<input checked="" type="checkbox"/>	907082710002	Certificate of Amendment		August 15, 2019	August 15, 2019	No	3
N/A	913437140002	Certificate of Amendment		September 13, 2019	September 13, 2019	No	N/A

Order

Return to Search

### Instructions:

- To place an order for additional information about a filing press the 'Order' button.