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Restaurants not happy at what lawyer serving

By MIKE TOLSON Copyright 2009 Houston Chronicle
 July 28, 2009, 9:23PM

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Scores of Houston restaurant owners received a letter from an Austin attorney last week offering them the “opportunity” to purchase one thing that all believed was already and irrefutably theirs — their name.

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The letter, addressed “to whom it may concern,” informed the restaurateurs that their assumed names on file with the Harris County Clerk had expired. The new owner of all these names, a company called Chicksports Inc., was willing to sell each one back. The price? Some owners were told \$25,000, others \$20,000. The letter ended with what some considered a threat.

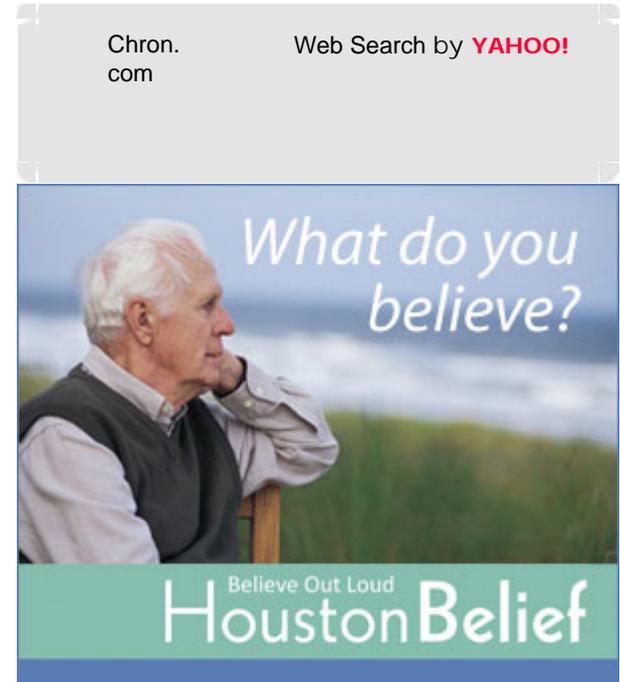
“If you have not contacted me by email or phone by August 14, 2009, Chicksports will explore its legal options for your use of the assumed name it now owns or contact other parties interested in owning the reservation of the right to this assumed name,” attorney Mina Brees wrote.

Brees, the mother of NFL quarterback Drew Brees, also happens to be the president and registered agent for Chicksports. She did not return phone calls from the Chronicle, but in a brief e-mail Brees said that her client does not plan to maintain control over most of the names. Assumed names expire after 10 years.

“My client intends to release any assumed names it reserved in the next week or so, because it has selected the assumed name it wishes to use for its business,” Brees said in her e-mail. “However, it is important to know that once an assumed name is released, other individuals or entities will have the opportunity to reserve that name.”

Brees did not explain why she applied for the expired names or describe the nature of the business Chicksports was pursuing.

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'I was panicked at first'

Local restaurateurs did not know what to make of the letter.

Many were alarmed at first, fearing they could lose control of their public identity.

"The first thing I thought was, 'Oh my God, what is this?' I have heard such horror stories over the years," said Louise Adams Jones, owner of Ouisie's Table near River Oaks. "I was panicked at first. I thought I had missed something terrible. My assumed name had expired, so that made me concerned that I had a problem."

Word spread quickly

Carmelo Mauro, owner of Carmelo's Italian Restaurant in west Houston, said he was "shocked" by the letter — and by the notion of paying someone to keep using a name that has been on his sign since 1981.

"The first reaction is, 'No way I will pay \$25,000,'" Mauro said. "I will change the name to Carmelo's Cucina Italiano or something else. You start thinking so many things."

Mauro did not know whether the letter was serious, but he was worried enough to call the Texas Restaurant Association. Over the next few days he found out that other local restaurateurs had received similar letters. Some of them had been offered their names back for "only" \$20,000.

Calls and e-mails quickly went out from one owner to another and then to the restaurant group. Its general counsel, Glen Garey, was stunned when he finally read a copy of Brees' letter. It contained an ominous message, underlined and in all capital letters, at the top: "This letter contains information which is important to your business entity."

"I was almost shaking I was so mad when I saw that letter," Garey said. "I'm a member of the bar, and it's embarrassing for someone in our profession to do something like that."

He reassured members that the letters carried no weight and posted an alert advising as much on the association's Web site.

"DO NOT PAY ..." Garey wrote in capital letters. "The assumed name statute says clearly that there is no need to file an assumed name if your corporate name is your business name"

The owners' own lawyers reassured them with similar advice. Jeffrey Horowitz, who represents the owners of Shade, a restaurant in Houston Heights, said the letter made little sense from a legal standpoint.

"It looks like a weak attempt to do something like cyber squatting, but the law in Texas is such that — with trade names and trademarks — first use usually prevails," Horowitz said. "Why they would send a letter like that ... doesn't make any sense unless they were trying to take advantage of a restaurateur who does not know the law."

Not her first publicity

Geary said he made no attempt to contact Brees. So far, he said, the restaurant association has not taken any action against her.

"I figured any attorney who would do something like that would not be disabused of their plans by a simple phone call," he said.

Brees was an unsuccessful Democratic candidate for the Texas Court of Appeals in 2006. She gained a dollop of national publicity when her son, who plays for the New Orleans Saints, demanded that she stop

using him in her television campaign commercials.

Drew Brees characterized their relationship as “nonexistent,” and told the Austin American-Statesman at the time that as he had gotten older he had become more aware of his mother's “lies and manipulation.”

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[howdoyouknowwhatyouknow](#) wrote:

Drew Brees characterized their relationship as “nonexistent,” and told the Austin American-Statesman at the time that as he had gotten older he had become more aware of his mother's “lies and manipulation.”

Enough said.

7/28/2009 9:29:33 PM

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[gretsch22](#) wrote:

Mz Brees gives new meaning to the word sleazebag

7/28/2009 9:31:25 PM

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[cowboyathlete](#) wrote:

Sounds like extortion to me.

7/28/2009 9:35:23 PM

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[HallInOatesRock](#) wrote:



I'd disown the manipulative B*&ch too if she was my mom...

7/30/2009 11:13:06 AM

(33)

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MacarioGarciaMedal wrote:

What a loser?

7/30/2009 5:58:07 AM

(11)

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JustinEIPaso wrote:

There is a verse in Proverbs 18:17 1"The first to plead his case seems right, Until another comes and examines him." I know Mina Brees and the comments and condemnations most people are posting in this forum are unjustified. I do not know the issues surrounding this particular legal letter that she wrote but most of you are hearing a one-sided, media-generated version of the reason she and her son have a difficult (i.e. "non-existent") relationship. Furthermore, you are rendering criticisms and ad hominum attacks on Ms. Brees while not even seeking to discover the reasons why she chose to represent her client as she did. As for that, I do not know but neither do you. That is something between a client and attorney that no one is privy to except them. To me and having known her, she is anything BUT a "money grubber" and does not seek to place an undue burden on anyone but rather goes out of her way to uphold her duties as an attorney and a human being to the best of her ability. She has always demonstrated care and concern to me and to others. Your character assassinations are unfair and unmerited and are comments of which each one posting such should be ashamed. Hear both sides before you pass such a cruel and callous judgment on a person. You wouldn't want someone to do as much to you, would you?

7/29/2009 10:08:34 PM

(0)

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Velcrow wrote:

Sounds like Drew ought to be the one to collect any franchise fees if they pertain...Geaux Saints.....!!!

7/29/2009 5:50:13 PM

(12)

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Velcrow wrote:

Hey, I have a registered DBA and have control of it for another 2 yrs...anybody want to buy it for \$5.00?

7/29/2009 5:47:22 PM

(12)

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please help?



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