

CAUSE NO. 2017-73029

WENDY MEIGS § IN THE DISTRICT COURT
Plaintiff §
v. § 133rd JUDICIAL DISTRICT
TODD ZUCKER and §
BOHREER & ZUCKER LLP §
Defendant § HARRIS COUNTY, TEXAS

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PLAINTIFF'S OBJECTION TO MEDIATION AND ADR

Plaintiff, Wendy Meigs, asks the Court to deny any form of alternative dispute resolution and mediation with Defendants Todd Zucker and Bohreer & Zucker, LLC. Plaintiff requests a jury trial.

REASONS

1. Plaintiff, Wendy Meigs, is suing defendant, Todd Zucker and Bohreer & Zucker, LLC, for negligence and legal malpractice and all with a significant amount of that negligence occurring during the 2015 mediation. Exhibit 1o email indicates Defendants' intent to hide charges Plaintiff had against OC and opponent as seen in Exhibit 2o memorandum, and to allow the manipulation of Plaintiff by the mediator, Bergman, to "handle it" in Exhibit 1o. Hence, Plaintiff feels that mediation with the same people that were negligent with the 2015 mediation would only lead to more negligence and manipulation. Hence, mediation would lead to a power imbalance resulting in further manipulation.

(https://scholarworks.law.ubalt.edu/cgi/viewcontent.cgi?referer=https://www.bing.com/&httpsredir=1&article=1024&context=all_fac)

2. Plaintiff experienced intense fear, apparent drugging, hallucination, and manipulation all prior to signature at the 2015 mediation as the opposing counsel, Todd Frankfort was allowed by the mediator, Edward Trey Bergman, to leave mediation for what reason could only be considered was to procure an alcoholic drink that would mask the taste of the drug that Johnston, who had confessed to Plaintiff to having drugged others, purportedly added to my drink as he slid the drink to me with his hand over the glass instead of around the side as both Bergman and Frankfort intently watched the event. All occurred whilst abandoned for hours by Plaintiff's lawyer, the Defendants. See Exhibit 3o, Defendants' email to Plaintiff for reference of manipulation and drinking prior to signatures, Defendants' bizarre subjective and hearsay position for a lawyer, and Defendants' failure to support Plaintiff in a highly adverse situation of manipulation and abuse both during and after mediation. After this drink, Plaintiff could no longer remember how she went from one room to the next. In addition, Plaintiff's fingers turned a dark purple indicating that I was not getting enough oxygen. The event of my fingers turning purple was concerning enough that the mediator leaned to my opponent who admittedly fully relates to Dexter, a television psychopathic serial killer, and a man who would benefit from my demise, to inquire if I would be okay. Why the mediator would think that a person who relates fully to a psychopathic serial killer would care about my health in an opposition setting is perplexing; unless the mediator knew that my opponent allegedly drugged me and the mediator became fearful the late night could turn into involuntary manslaughter and thus needed to gauge his liability for testing the bounds of confidentiality and allowing the OC to leave mediation for a liquor store to obtain a drink strong enough to mask the drug that was dropped into her drink, a drink requested by her opponent with a fearful intensity. Plaintiff needed to count breaths to ensure constant oxygen and feared that she would forget to count breaths as she forgot how she

went from room to room and suddenly appeared in a chair. Plaintiff felt that if she became unconscious that she was not breathing enough to survive based on the deep purple fingers and that all at mediation including the mediator and lawyers would let Plaintiff die such that Bergman could “handle it” as mentioned in Zucker’s email (Exhibit 3o). Hence, Plaintiff feels extreme anxiety in anticipating the possibility of mediation, would not be able to leave the house to get into a car for mediation, and fears another incident of intense manipulation and abuse at risk to her life.

3. In a manner to ease the effort that Bergman required in mediation to “handle” me and my causes as mentioned in Exhibit 1o, Zucker told Plaintiff that I had to do whatever was asked of me at mediation or the judge would take away my company; thus, I could not leave mediation, I could not refuse being isolated from counsel for hours at the request of the mediator, I could not refuse the insistence of my alleged psychotic opponent’s request for Scotch out of fear that I get wrapped in saran-wrap without a slit to breathe as was done by him to his partner with a slit, and I could not refuse signing the purported mediation agreement after Zucker repeatedly pushed on my arm telling me that I had to sign the agreement and that it was a draft of which I told him that I could not see and did not want to sign. Although Plaintiff is in a much stronger mental position now than when a multitude of stresses had occurred six months prior to the 2015 mediation, Plaintiff fears experiencing this event again.

4. And this 2015 mediation handwritten agreement was altered later after signature. Exhibit 4o shows the first handwritten agreement Plaintiff saw with no mention of Eagles Klaw. Exhibit 5o shows additions and what appears to be white-outs after signature including the addition of Eagles Klaw to mask that Plaintiff could not see and was forced to sign and did on the wrong line to which Eagles Klaw was added there and on page 3 to appear as if my double

signature was intentional. Yet no lawyer represented Eagles Klaw whilst all else had lawyers as noted on the signature page further indicating such forgery. Thus, the additional forged areas lacking initials to indicate approved changes elevates Plaintiff's distrust over mediation and justifiably all agreements created through mediation. And once again they altered the printed format in a most outrageous manner to include areas never discussed or agreed as seen in Exhibit 60. And of most interest is the release of liability against Frankfort and Brady who based on the memorandum written by Defendants, which Defendants hid from me to apparently allow Bergman to protect them, discussed the significant claims that I had against them. Thus, the conspiracy and assault at mediation leads Plaintiff to distrust any attempt to divert justice with mediation as this mediation was defective, filled with conspiracy, Fraud on the Court, expensive to Plaintiff, and evil. Thus, Plaintiff requests a jury trial.

RESULT OF 2015 MEDIATION EXPERIENCE

5. Due to the experience at the 2015 mediation, Plaintiff began to tear up on the way to the 2016 mediation and then Plaintiff could not get out of the car without the assistance of her attorney. Plaintiff froze and could not move out of fear. Plaintiff has never experienced such emotion and could not go into the mediation room without counsel repeatedly telling her that they would not leave her. Plaintiff's fear for her life from the 2015 mediation contributed to the Post Traumatic Stress experienced at the 2016 mediation.

6. At the 2016 mediation, Plaintiff's documentation of copies of checks of opponent's alleged \$59k in embezzlement from 2015 lay on the table in front of the mediator of which Plaintiff noticed that the mediator saw, thus allowing the mediator the knowledge that Plaintiff's opponent had allegedly embezzled, stolen and such, and could be tried for such crimes if reported to the legal authorities. At this time, the mediator was informed that Plaintiff's opponent

was a “bad guy, a very bad guy”. This evidence of alleged theft allowed the mediator to acknowledge a potential weakness in the conspiracy of the 2015 mediation mentioned above. This weakness lies at the opportunity for Plaintiff’s opponent to plead with the legal authorities in a deal to minimize Plaintiff’s opponent’s time in prison for potential felony thefts by exposing those in the 2015 mediation in their sinister and potentially criminal actions against Plaintiff. These sinister actions refer to those who contributed to the assault of the Plaintiff at the 2015 mediation. Thus Plaintiff’s opponent’s possible deal-making with legal authorities to minimize any alleged felony thefts could potentially lead to the exposure of the mediator, defendants and others present and not present at mediation who knowingly allowed and assisted through various means, a man allegedly confessed to taking anti-psychotic medications and known by those at mediation as such, to drug the Plaintiff at mediation and thus criminally hide such actions thereafter. Plaintiff fears the possibility of another Game of Thrones mediation as in 2015, hinged on the lack of rules to expose the clients, and strengthened by the purported confidentiality that only serves to protect the lawyers and mediators in their abuse, assault, and manipulation of the clients.

7. As pro-se, Plaintiff does not have anyone to help her out of the car and does not believe that she can go into mediation again even if someone did help her out of the car much less get into the car to drive to mediation. Plaintiff has experienced mediation a couple of times prior but never underwent what took place at the 2015 mediation and never imagined such atrocities occur. Plaintiff will amend the first amended original petition to address the above issues.

8. Exhibit 7o includes a letter from Plaintiff’s physician stating that Plaintiff cannot attend mediation. For health reasons and due to Plaintiff’s distrust of mediation, plaintiff requests a trial by jury.

CONCLUSION and PRAYER

For these reasons, plaintiff objects to ADR and mediation, and respectfully requests the Court to allow a trial by jury.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Wendy Meigs, pro-se".

/s/ Wendy Meigs, pro-se

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Unofficial Copy
Office of Chris Daniel District Clerk

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing document has been delivered or forwarded to all counsel and unrepresented persons as listed below, [] by **personal delivery or receipted delivery service**, or [] by **certified or registered mail**, return receipt requested, by depositing the same, postpaid, in an official deposit under the care and custody of the United States Postal Service, or [] by **facsimile** to the recipient's facsimile number identified below, or [X] by **e-service** to the recipient's email address identified below and the electronic transmissions was reported as complete, on this 30 day of **May 2018**, in accordance with the Rule 21a of the Texas rules of Civil Procedure:

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