

2018 NOV 14 PM 4:12
CLERK OF DISTRICT COURT #3
HARRIS COUNTY, TEXAS

J06825264

CUST PAID
PTF \$93.50⁰⁰
DFT # 733504
11-12

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493A

THE STATE OF TEXAS

WITNESS SUBPOENA/SUBPOENA DUCES TECUM

PURSUANT TO TEXAS RULES OF CIVIL PROCEDURE 176

CAUSE NO. 2017-73029

IN THE 133rd JUDICIAL DISTRICT COURT OF
HARRIS COUNTY, TEXAS

Wendy Meigs
Plaintiff

vs. Todd Zucker + Bohrer + Zucker LLP
Defendant

TO ANY SHERIFF OR CONSTABLE OF THE STATE OF TEXAS OR OTHER PERSON AUTHORIZED TO SERVE
AND EXECUTE SUBPOENAS AS PROVIDED IN RULE 176 T.R.C.P.

YOU ARE HEREBY COMMANDED TO SUMMON B. Allen Brady

Address 746 Oxford St, Houston, TX 77007
in Harris County, Texas, and who is represented to reside within one hundred fifty miles of the
Courthouse of Harris County, Texas, in which the above suit is pending, or who may be found within such distance at the time
of the trial, to appear before the _____ Judicial District Court in and for Harris County, in Houston, Texas, on the
_____ day of _____, 20____, at _____ M., to
testify as a witness on behalf of the Plaintiff/Defendant in the above styled Civil Action, to attend from day to day until lawfully
discharged.

SAID ABOVE NAMED WITNESS IS FURTHER COMMANDED to produce at said time and place above set forth the
following books, papers, documents, or other tangible things, to wit:

Notice of Request for Production + Interrogatories to
B. Allen Brady

DO NOT FAIL to return this writ to said Court, with return thereon, showing the manner of execution.

ISSUED this the 18th day of November, A.D., 20 18.

CHRIS DANIEL, District Clerk
Harris County, Texas
201 Caroline, Houston, Texas 77002

By: B. Denmon Brianna Denmon
Deputy District Clerk

Issued At Request Of Plaintiff/Defendant: _____
Phone Number: _____
Address: _____

OFFICER'S RETURN ON BACK

FILED
Chris Daniel
District Clerk 11-27-18
NOV 27 2018
Harris County, Texas
By: [Signature]
Mail Processing Deputy

**WITNESS SUBPOENA/SUBPOENA DUCES TECUM
RETURN**

Came to hand the _____ day of _____, 20____, at _____ o'clock ____M., and
executed the _____ day of _____, 20____, at _____ o'clock ____M.,
by delivering to the within named _____ in
person at _____ in _____
County, Texas, a true copy of this Subpoena, and tendering said witness the sum of \$ _____.

By Deputy: _____
Sheriff/Constable _____
_____ County, Texas

OR

By: _____
Person who is not a party to the suit, and is not less than 18 years of age.

ACCEPTANCE OF SERVICE OF SUBPOENA BY WITNESS PER RULE 176 T.R.C.P.

I, the undersigned witness named in the Subpoena acknowledge receipt of a copy thereof, and hereby accept service of the attached subpoena, and will appear in said court on said date and time directed in this subpoena.

Rule 176.8(a) Contempt. Failure by any person without adequate excuse to obey a subpoena served upon that person may be deemed a contempt of the court from which the subpoena is issued or a district court in the county in which the subpoena is served, and may be punished by fine or confinement, or both.

SIGNATURE OF WITNESS

DATE

Not executed as to the witness _____
for the following reasons: _____

FEE FOR SERVICE OF SUBPOENA: \$ _____

CO2

CUST PAID
PTF 93.50⁰⁰
DFT _____

THE STATE OF TEXAS

WITNESS SUBPOENA/SUBPOENA DUCES TECUM Delivery this _____ day of _____, 20____
ALAN ROSEN, Constable

PURSUANT TO TEXAS RULES OF CIVIL PROCEDURE Precinct #1, Harris County

CAUSE NO. 2017- 73029

By _____
IN THE 133rd JUDICIAL DISTRICT COURT OF
HARRIS COUNTY, TEXAS

Wendy Meigs
Plaintiff

vs. Todd Zucker + Bohrer + Zucker LLP
Defendant

TO ANY SHERIFF OR CONSTABLE OF THE STATE OF TEXAS OR OTHER PERSON AUTHORIZED TO SERVE
AND EXECUTE SUBPOENAS AS PROVIDED IN RULE 176 T.R.C.P.

YOU ARE HEREBY COMMANDED TO SUMMON B. Allen Brady

Address 746 Oxford St, Houston, TX 77007
in Harris County, Texas, and who is represented to reside within one hundred fifty miles of the
Courthouse of Harris County, Texas, in which the above suit is pending, or who may be found within such distance at the time
of the trial, to appear before the _____ Judicial District Court in and for Harris County, in Houston, Texas, on the
_____ day of _____, 20____, at _____ M., to
testify as a witness on behalf of the Plaintiff/Defendant in the above styled Civil Action, to attend from day to day until lawfully
discharged.

SAID ABOVE NAMED WITNESS IS FURTHER COMMANDED to produce at said time and place above set forth the
following books, papers, documents, or other tangible things, to wit:

Notice of Request for Production + Enclosures to
B. Allen Brady

DO NOT FAIL to return this writ to said Court, with return thereon, showing the manner of execution.

ISSUED this the 15th day of November, A.D., 20 18.

CHRIS DANIEL, District Clerk
Harris County, Texas
201 Caroline, Houston, Texas 77002

By: Brianna Denmon Brianna Denmon
Deputy District Clerk

Issued At Request Of Plaintiff/Defendant: _____
Phone Number: _____
Address: _____

OFFICER'S RETURN ON BACK

**WITNESS SUBPOENA/SUBPOENA DUCES TECUM
RETURN**

Came to hand the _____ day of _____, 20____, at _____ o'clock ____ M., and
executed the _____ day of _____, 20____, at _____ o'clock ____ M.,
by delivering to the within named _____ in
person at _____ in _____
County, Texas, a true copy of this Subpoena, and tendering said witness the sum of \$ _____.

By Deputy: _____
Sheriff/Constable _____
_____ County, Texas

OR

By: _____
Person who is not a party to the suit, and is not less than 18 years of age.

ACCEPTANCE OF SERVICE OF SUBPOENA BY WITNESS PER RULE 176 T.R.C.P.

I, the undersigned witness named in the Subpoena acknowledge receipt of a copy thereof, and hereby accept service of the attached subpoena, and will appear in said court on said date and time directed in this subpoena.

Rule 176.8(a) Contempt. Failure by any person without adequate excuse to obey a subpoena served upon that person may be deemed a contempt of the court from which the subpoena is issued or a district court in the county in which the subpoena is served, and may be punished by fine or confinement, or both.

SIGNATURE OF WITNESS DATE

Not executed as to the witness _____
for the following reasons: _____

FEE FOR SERVICE OF SUBPOENA: \$ _____

Constable Return Of Individual

Cause #: 201773029

Tracking #: J06825264

In the case of MEIGS, WENDY M VS TODD ZUCKER & BOHREER ZUCKER LLP a SUBPOENA (SUMMONS) and attached SUMMON was issued by the 133rd Judicial District court of HARRIS County, TX and came to hand on the 14 day of November, 2018 at 3:35PM to be delivered at 746 OXFORD ST, HOUSTON, TX 77007 by delivering to: B. ALLEN BRADY

Attempted Service

(Attempted service at 746 OXFORD ST, HOUSTON, TX, 77007 unless otherwise noted.)

Date	Time	Service Attempt Type	Attempted Address	Remarks
11/26/2018	11:26:15 AM	RTC UNSERVED	746 OXFORD ST HOUSTON TX 77007	AS PLAINTIFF HAS NO CONFIRMED ADDRESS FOR DEF
11/19/2018	5:02:14 PM	OTHER	746 OXFORD ST HOUSTON TX 77007	SPOKE ON PHONE TO DEF WHO STATED HE HAS MOVED OUT OF STATE DUE TO DIVORCE AND HAS NO PLANS ON RETURNING ANYTIME SOON.
11/15/2018	9:50:52 AM	NOT IN/LEFT CARD	746 OXFORD ST HOUSTON TX 77007	EMAILED PLAINTIFF AS PERSON TO SERVE IS OUT OF TOWN ALL MONTH

11/26/18
ras

NOT EXECUTED to the defendant: B. ALLEN BRADY

The information received as to the whereabouts of the said defendant being:

Fee Due \$ 0.00

by Deputy Bryan Rice - 1C39

Printed

Deputy Signature

Attempts: 3

Alan Rosen, Constable Precinct #1

Harris County Texas

1302 Preston, 3rd Floor
Houston Texas 77002
713.755.5200

Unofficial Copy Office of Chris Daniels, Clerk

ISSUED IN THE NAME OF THE STATE OF TEXAS

CAUSE NO. 2017-73029

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

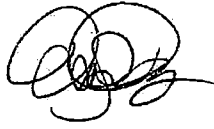
**PLAINTIFF'S NOTICE OF REQUEST FOR PRODUCTION AND
INTERROGATORIES FROM B. ALLEN BRADY**

TO: Defendant Todd Zucker and Bohreer & Zucker LLP, by and through their attorney of record, Sam Houston, Attorney at Law, 2727 Allen Parkway, Suite 500, Houston, Texas 77019.

Please take notice that, under Texas Rule of Civil Procedure 205.3, Wendy Meigs intends to subpoena from B. Allen Brady the documents and interrogatories in the attached Exhibit "A1" and "A2" to be produced on December 10th, 2018 at 8:00 a.m. at the home of Wendy Meigs, 3131 Blackcastle Dr., Houston, Texas 77068.

B. Allen Brady will be served with the above subpoena after ten days from the date of service of this notice.

Respectfully submitted,



/s/ Wendy Meigs, pro-se
WENDY MEIGS
3131 Blackcastle Dr
Houston, Texas 77068
Telephone: 281-798-0780
Facsimile: 281-369-5709
wendymeigs@icloud.com

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 11th day of **November 2018**, in accordance with the Rule 21a of the Texas rules of Civil Procedure:

Via E-File

Sam A. Houston

2727 Allen Parkway, Suite 500

Houston, Texas 77019

Telephone: 713.650.6600

Fax: 713.650.1720

Email: shouston@sschlaw.com

Attorney for Todd Zucker and Bohreer & Zucker LLC.

Unofficial Copy Office of Chief Clerk, District Court

Exhibit A1

The documents requested in Exhibit "A1" are not privileged and are relevant to the subject matter involved in the pending action. The documents, if not admissible at the trial of this cause, are reasonably calculated to lead to discovery of evidence admissible at such trial.

INSTRUCTIONS

1. Method of Production: In any instance in which this Request names documents for production, it will be acceptable if the witness will provide a legible, true and correct photocopy or other production of the document named.
2. Definitions: The following definitions are applicable to this Request:
 - (a) The term "document" means the plural as well as the singular and shall mean all writings, letters, correspondence, telegrams, telexes, memoranda, records, books of account, ledgers, balance sheets, diaries, calendars, journals, minutes, contracts, drafts of contracts, insurance policies, drawings, graphs, charts, photographs, memoranda of records of telephone or personal conversations or conferences, notes, interoffice communications, microfilm, tape recordings, bulletins, circulars, schedules, guides, pamphlets, studies, surveys, notices, summaries, reports, analyses, worksheets, price sheets, catalogs, invoices, checks, vouchers, newspaper inserts, computer listings, notes or summaries prepared or relating to any of the foregoing, and writings of every kind of character that are in your possession, custody or control or subject thereto.
 - (b) Possession, custody or control includes constructive possession such that the person need not have actual physical possession. As long as the person has a superior right to compel the production from a third party (including an agency, authority or representative), the person has possession, custody or control.
 - (c) The term "person" means the plural as well as the singular and includes any natural person, firm, corporation, association, partnership or other legal entity.
3. Production of Documents: Pursuant to the Texas Rules of Civil Procedure, each draft, original, and non-identical duplicate, whether different from the original because of marginal notes or other material inserted therein or attached thereto or otherwise of the following writings, records, documents and data compilations from which information can be obtained or translated, that are in the possession, custody or control of the party to whom this request is addressed shall be produced.
4. Categorization of Documents: The items described in this Request shall be produced in their files as they are kept in the usual course of business or shall be organized and

labeled to correspond with the categories specified in the preceding paragraph. If the items described are not produced in their files, then the selection of documents from files and other sources shall be performed in such a manner to ensure that the file or other source from which a document is obtained may be identified. Additionally, documents attached to other documents or material shall not be separated unless sufficient records are kept to permit reconstruction of the grouping.

5. Claim of Privilege: Each document, if any, that is withheld from production pursuant to a claim of privilege (privilege as used herein shall include work product) shall be identified in writing and shall be segregated and maintained for possible in camera submission to the Court, and a list identifying such withheld documents shall be furnished at the time and place of production specified in this Request. Said list shall state with respect to each such document:

- (a) The privilege under which the document is being withheld;
- (b) A description of the character or type of document involved;
- (c) A general description of the subject matter and purpose of the document;
- (d) The date the document was prepared;
- (e) The author and/or signatory of the document;
- (f) Persons to whom the document is addressed and persons to whom copies thereof were furnished, together with their job titles; and
- (g) The present depository of the document.

Definitions

1. As used herein, the terms "Plaintiff" or "Defendant" as well as the parties full or abbreviated name or pronoun referring to a party, means the party, and where applicable, the party's agents, representatives, officers, directors, partners, employees, corporate agents, subsidiaries, affiliates, or any other person or entity acting in concert with the party or under the party's control, whether directly or indirectly.

2. As used herein, the terms "you" or "your" refers to B. Allen Brady.

3. As used herein, the terms "Johnston" refers to Michael J. Johnston.
4. As used herein, the terms "Frankfort" refers to Todd Frankfort.
5. As used herein, the terms "Bergman" refers to Edward Trey Bergman.
6. As used herein, the terms "Evans" refers to Sherri Evans.
7. As used herein, the terms "Zucker" refers to Todd Zucker and Bohrer & Zucker
LLP.
8. As used herein, the terms "Castille" refers to Rodney Castille.
9. As used herein, the terms "Jamison" refers to Bruce Jamison.
10. As used herein, the terms "NPTA" refers to all versions and variations of the
name NPTA National Pharmacy Technician Association
11. As used herein, the terms "Asyntria" refer to Asyntria, Inc. or its successors,
predecessors, divisions, or subsidiaries, employees, attorneys, agents, or anyone acting on its
behalf, with or without permission.
12. As used herein, the terms "Johnston companies" refers to Straden Schaden, the
Johnston Group, and any group that Michael Johnston owns other than Asyntria, or has or had an
interest. or its successors, predecessors, divisions, or subsidiaries, employees, attorneys, agents,
or anyone acting on its behalf, with or without permission.
13. As used herein, the term "document" includes any written, recorded, or graphic
matter however produced or reproduced, including without limitation, any and all agreements,
pleadings, court documents, appraisals, summaries, schedules, memoranda, notes, statements,
correspondence, letters, telegrams, telefaxes, diaries, calendars, time records, billing records,
bills, statements, invoices, date books, phone messages, graphs, charts, partial or complete
records of telephone or oral conversations, reports or summaries of interviews, reports or

summaries of negotiations, contracts, bank records, canceled checks, deposit slips, financial information and statements, all memorials of conversations, meetings, or conferences, tape recordings, electronic mail, information contained in any computer although not yet printed and all drafts and non-identical copies of any of the items listed above.'

14. As used herein, the term "communication" means any transfer, attempted transfer, or requests for a transfer of information between persons.

15. As used herein, the term "correspondence" means information transmitted in any form, including but not limited to written documents, facsimiles, voicemails in tangible form, electronic transmissions, emails, text messages and instant messages.

16. As used herein, the term "regarding" means directly or indirectly relating to, pertaining to, referring to, concerning, describing, evidencing, depicting or consisting of.

17. As used herein, the term "underlying case" or the "underlying lawsuit" means Cause No. 2015-27321; Wendy Marie Meigs vs. Jody Neal Meigs, Michael Johnston et al. in the 257th District court of Harris County, Texas. The term "mediation" or "2015 mediation" references the 2015 mediation in the said "underlying case."

18. Since the 2015 mediation agreement was revoked the week after the handwritten agreement was signed per the Family Code guideline that allows revocation without the clause denying it of a mediation ordered within the Family Court system thus invalidating the agreement and retaining Meigs as 50% shareholder and officer, and outside of the conspiracy to pretend the agreement was valid, please provide all of the following.

Documents and Items to be Produced

1. Provide all text messages from July 13th, 2015 until now between you and/or your representatives, and Sherri Evans, Todd Frankfort, Todd Zucker, Michelle Bohrer,

and/or Edward Trey Bergman and/or their representatives in relation to the 2015 mediation. Do the same for all times occurring “during” the 2015 mediation specifically with Zucker, Frankfort and/or Bergman. Indicate which ones you are representing Asyntria and those representing Johnston. Include those texts between you and Johnston as you represented Asyntria.

2. Produce all Rules, Codes, and Conduct guidelines as a lawyer that you follow.
3. List all contract, documents, etc that you participated in or wrote for Asyntria as a representative of Asyntria.
4. Produce all documents relating to any charges that have been brought against you for any reason regardless of whether they were dismissed or not.
5. List all bank accounts and include all statements that you or any company that you own or any other individual/corporation where you deposited money between January 1st, 2015 and June 30th, 2015.
6. Produce all documents that you created or helped to create in your representation of Asyntria.
7. Produce all documents that you did not write that were written by Evans and/or anyone else by using your digital signature. List who wrote them and why you did not want to write them.
8. List all documents that were uploaded to Harris County Clerk site that were not written by you but were uploaded with your digital signature.
9. Provide all emails sent/received between you and Jamison and Castille.
10. Provide all emails and texts sent/received between you and Evans, Bohreer, Zucker, and Bergman as a representative of Asyntria.

Exhibit A2

You are advised that your answers to such Interrogatories must be served separately, in writing, and under oath within thirty (30) days. The question or interrogatory to which the answer pertains as provided by the Texas Rules of Civil Procedure shall precede answers to Interrogatories. Plaintiff Meigs also requests that Brady continue to supplement his answers to these Interrogatories as required. For purposes of these Interrogatories, when used herein each individual mentioned includes its agents, employees, members, and principals.

1. Where did Bergman go in his office to get the glasses that were used to pour the Scotch for Johnston, Meigs, and the rest at the 2015 mediation?

ANSWER:

2. Why did you repeatedly state that you did not agree with what was happening at the 2015 mediation when Frankfort was going to leave mediation for the liquor store; did those statements by you refer to intentionally intoxicating Meigs or was there more to that statement and what was it; why did you not stop the process and protect Meigs from abuse isolated among five men; were you aware of the name of the drug that required Scotch to mask the taste; were you afraid of the ramifications by others towards any future professional contact if you not only voiced your discontent but also acted to stop the events and protect Meigs? Is that why you allowed the use of your digital signature?

ANSWER:

3. Were you given two years of subsequent litigation after Evans and Bohrer & Zucker withdrew to hush you and compensate for not receiving money to throw the mediation

and voluntarily conspire to Fraud on the Court at the 2015 mediation? And/or were those documents written by someone else, who, and which ones?

ANSWER:

4. When did you and/or your representative give Evans and/or her representative your digital signature so that she could correspond as you and/or write documents? Who else have you given your digital signature?

ANSWER:

5. When did you open your gmail account, why and did anyone else have access to this account? List all email accounts that you own or have owned in the last 8 years with emphasis on the opening dates for the gmail accounts.

ANSWER:

6. Did you or anyone tell Johnston or Meigs to not drink, and if so, who, when, where, and why? And if you did or anyone did request them not to drink, why do you believe that alcohol was purchased and dispensed?

ANSWER:

7. What is(are) your paralegals name(s), address, and phone number from January 1st, 2015 through August 30th, 2017.

ANSWER:

8. What is your relationship to Bergman, Frankfort, Evans, Bohreer, Zucker, Castille, Jamison, Morris or any of their representatives?

ANSWER:

9. Was the decision to incapacitate Meigs with alcohol and drugs decided at mediation or prior?

ANSWER:

10. What type of drinks and how much did you, Brady, Zucker and Bergman have at mediation, and are you aware that a memorandum states that you were drinking at mediation?

ANSWER:

11. As Johnston slid the drink to Meigs, what was the drug that he dropped into her drink that he told you he used/would use?

ANSWER:

12. How long have you known Sherri Evans; how many cases have you been involved with her; did any of those cases included Bergman; and/or what other relationship do or did you have with Evans?

ANSWER:

13. How many times have you seen clients, yours or others, encouraged to drink alcohol at mediation prior to signature of an important document excluding the 2015 mediation? Why do you think that is and what Rules would prohibit such behavior?

ANSWER:

14. Have you ever violated the Code of Professional conduct, list when and how?

ANSWER:

15. Is procuring alcohol and serving it to the opposing client without their counsel present, a common practice and does that violate any rules of conduct; and does pouring and serving a second glass to a client without counsel further violate those rules; and do you find it more convenient to take advantage of an opposing client without counsel present?

ANSWER:

16. Is serving alcohol at mediation to opposing clients, before final discussions and signature, a common practice and what benefit is doing so for you or your client; what class in law school taught you how to serve alcohol at mediation and is serving alcohol at mediation regulated by Texas Alcoholic Beverage Commission? Are you licensed by the commission to serve alcohol?

ANSWER:

17. Describe the "dram shop law" and the how the law can relate to the serving of alcohol at mediation?

ANSWER:

18. Who were you representing at the 2015 mediation?

ANSWER:

19. What would be your liability for knowingly allowing your client to drug another person and not preventing it?

ANSWER:

20. What is your liability for knowing that you are in a situation where a person requiring psychotic medications could be dangerous, and you allow the abuse of another person by that client without stopping it, especially a woman isolated among five men?

ANSWER:

21. What position(s) did you or do you hold at Asyntria and/or any of its subsidiaries and/or for any of Johnston's companies? List positions, dates, times, and situations leading to such, and contracts written for Asyntria and/or subsidiaries.

ANSWER:

22. Bohreer & Zucker stated in an email that you "dual represented" and were shocked at the error that you and Frankfort made. In detail, describe this reference, how you "dual represented", and how you could have taken steps to correct this error?

ANSWER:

23. At what point did you begin to participate in the collusion and conspiracy to Fraud on the Court which occurred prior to, continued at and through the 2015 mediation? Did you feel as if you were bullied into this position and what could you have done morally and ethically?

ANSWER:

24. On what date did you give Sherri Evans and/or her representative your digital signature and which documents, emails and other, did she write for you; who else has your digital signature to write documents for you pertaining to this case; and what have they written, and why did they write it for you? If easier and shorter, list only those documents, emails and other that you actually wrote.

ANSWER:

25. How much money did you receive for conspiring to what eventually became Fraud on the Court at the 2015 mediation; how was it received; where was it deposited and how was it distributed to others? How did others participate in this conspiracy to the best of your knowledge?

ANSWER:

26. Did the failure to add the family law code requirement that states that a clause must be added that the agreement cannot be revoked allow the 2015 mediation agreement to be revocable, and if it did not, state why?

ANSWER:

27. If I was your client, would you be able to void a mediation agreement obtained from a mediation required by a family court, that your client requested voided, if the clause that prevented revoking of the agreement was not included; have you done this before, and why?

ANSWER:

28. Do you regret your participation in the conspiracy to fraud and Fraud on the Court that cumulated in the 2015 mediation, failed by the forgetting of the clause to prevent revocation, spawned an unsigned printed version to protect you, and that created an event that will never dissipate even with the finalization of this case?

ANSWER:

Unofficial Copy Office of Chris Darter District Clerk

ISSUED IN THE NAME OF THE STATE OF TEXAS

CAUSE NO. 2017-73029

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

**PLAINTIFF'S NOTICE OF REQUEST FOR PRODUCTION AND
INTERROGATORIES FROM B. ALLEN BRADY**

TO: Defendant Todd Zucker and Bohreer & Zucker LLP., by and through their attorney of record, Sam Houston, Attorney at Law, 2727 Allen Parkway, Suite 500, Houston, Texas 77019.

Please take notice that, under Texas Rule of Civil Procedure 205.3, Wendy Meigs intends to subpoena from B. Allen Brady the documents and interrogatories in the attached Exhibit "A1" and "A2" to be produced on December 10th, 2018 at 8:00 a.m. at the home of Wendy Meigs, 3131 Blackcastle Dr., Houston, Texas 77068.

B. Allen Brady will be served with the above subpoena after ten days from the date of service of this notice.

Respectfully submitted,



/s/ Wendy Meigs, pro-se
WENDY MEIGS
3131 Blackcastle Dr
Houston, Texas 77068
Telephone: 281-798-0780
Facsimile: 281-369-5709
wendymeigs@icloud.com

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 11th day of **November 2018**, in accordance with the Rule 21a of the Texas rules of Civil Procedure:

Via E-File

Sam A. Houston

2727 Allen Parkway, Suite 500

Houston, Texas 77019

Telephone: 713.650.6600

Fax: 713.650.1720

Email: shouston@sschlaw.com

Attorney for Todd Zucker and Bohreer & Zucker LLC.

Unofficial Copy Office of Criminal District Clerk

Exhibit A1

The documents requested in Exhibit "A1" are not privileged and are relevant to the subject matter involved in the pending action. The documents, if not admissible at the trial of this cause, are reasonably calculated to lead to discovery of evidence admissible at such trial.

INSTRUCTIONS

1. Method of Production: In any instance in which this Request names documents for production, it will be acceptable if the witness will provide a legible, true and correct photocopy or other production of the document named.
2. Definitions: The following definitions are applicable to this Request:
 - (a) The term "document" means the plural as well as the singular and shall mean all writings, letters, correspondence, telegrams, telexes, memoranda, records, books of account, ledgers, balance sheets, diaries, calendars, journals, minutes, contracts, drafts of contracts, insurance policies, drawings, graphs, charts, photographs, memoranda of records of telephone or personal conversations or conferences, notes, interoffice communications, microfilm, tape recordings, bulletins, circulars, schedules, guides, pamphlets, studies, surveys, notices, summaries, reports, analyses, worksheets, price sheets, catalogs, invoices, checks, vouchers, newspaper inserts, computer listings, notes or summaries prepared or relating to any of the foregoing, and writings of every kind of character that are in your possession, custody or control or subject thereto.
 - (b) Possession, custody or control includes constructive possession such that the person need not have actual physical possession. As long as the person has a superior right to compel the production from a third party (including an agency, authority or representative), the person has possession, custody or control.
 - (c) The term "person" means the plural as well as the singular and includes any natural person, firm, corporation, association, partnership or other legal entity.
3. Production of Documents: Pursuant to the Texas Rules of Civil Procedure, each draft, original, and non-identical duplicate, whether different from the original because of marginal notes or other material inserted therein or attached thereto or otherwise of the following writings, records, documents and data compilations from which information can be obtained or translated, that are in the possession, custody or control of the party to whom this request is addressed shall be produced.
4. Categorization of Documents: The items described in this Request shall be produced in their files as they are kept in the usual course of business or shall be organized and

labeled to correspond with the categories specified in the preceding paragraph. If the items described are not produced in their files, then the selection of documents from files and other sources shall be performed in such a manner to ensure that the file or other source from which a document is obtained may be identified. Additionally, documents attached to other documents or material shall not be separated unless sufficient records are kept to permit reconstruction of the grouping.

5. Claim of Privilege: Each document, if any, that is withheld from production pursuant to a claim of privilege (privilege as used herein shall include work product) shall be identified in writing and shall be segregated and maintained for possible in camera submission to the Court, and a list identifying such withheld documents shall be furnished at the time and place of production specified in this Request. Said list shall state with respect to each such document:

- (a) The privilege under which the document is being withheld;
- (b) A description of the character or type of document involved;
- (c) A general description of the subject matter and purpose of the document;
- (d) The date the document was prepared;
- (e) The author and/or signatory of the document;
- (f) Persons to whom the document is addressed and persons to whom copies thereof were furnished, together with their job titles; and
- (g) The present depository of the document.

Definitions

1. As used herein, the terms "Plaintiff" or "Defendant" as well as the parties full or abbreviated name or pronoun referring to a party, means the party, and where applicable, the party's agents, representatives, officers, directors, partners, employees, corporate agents, subsidiaries, affiliates, or any other person or entity acting in concert with the party or under the party's control, whether directly or indirectly.

2. As used herein, the terms "you" or "your" refers to B. Allen Brady.

3. As used herein, the terms "Johnston" refers to Michael J. Johnston.
4. As used herein, the terms "Frankfort" refers to Todd Frankfort.
5. As used herein, the terms "Bergman" refers to Edward Trey Bergman.
6. As used herein, the terms "Evans" refers to Sherri Evans.
7. As used herein, the terms "Zucker" refers to Todd Zucker and Bohreer & Zucker
LLP.
8. As used herein, the terms "Castille" refers to Rodney Castille.
9. As used herein, the terms "Jamison" refers to Bruce Jamison.
10. As used herein, the terms "NPTA" refers to all versions and variations of the
name NPTA National Pharmacy Technician Association
11. As used herein, the terms "Asyntria" refer to Asyntria, Inc. or its successors,
predecessors, divisions, or subsidiaries, employees, attorneys, agents, or anyone acting on its
behalf, with or without permission.
12. As used herein, the terms "Johnston companies" refers to Straden Schaden, the
Johnston Group, and any group that Michael Johnston owns other than Asyntria, or has or had an
interest. or its successors, predecessors, divisions, or subsidiaries, employees, attorneys, agents,
or anyone acting on its behalf, with or without permission.
13. As used herein, the term "document" includes any written, recorded, or graphic
matter however produced or reproduced, including without limitation, any and all agreements,
pleadings, court documents, appraisals, summaries, schedules, memoranda, notes, statements,
correspondence, letters, telegrams, telefaxes, diaries, calendars, time records, billing records,
bills, statements, invoices, date books, phone messages, graphs, charts, partial or complete
records of telephone or oral conversations, reports or summaries of interviews, reports or

summaries of negotiations, contracts, bank records, canceled checks, deposit slips, financial information and statements, all memorials of conversations, meetings, or conferences, tape recordings, electronic mail, information contained in any computer although not yet printed and all drafts and non-identical copies of any of the items listed above.'

14. As used herein, the term "communication" means any transfer, attempted transfer, or requests for a transfer of information between persons.

15. As used herein, the term "correspondence" means information transmitted in any form, including but not limited to written documents, facsimiles, voicemails in tangible form, electronic transmissions, emails, text messages and instant messages.

16. As used herein, the term "regarding" means directly or indirectly relating to, pertaining to, referring to, concerning, describing, evidencing, depicting or consisting of.

17. As used herein, the term "underlying case" or the "underlying lawsuit" means Cause No. 2015-27321; Wendy Marie Meigs vs. Jody Neal Meigs, Michael Johnston et al. in the 257th District court of Harris County, Texas. The term "mediation" or "2015 mediation" references the 2015 mediation in the said "underlying case."

18. Since the 2015 mediation agreement was revoked the week after the handwritten agreement was signed per the Family Code guideline that allows revocation without the clause denying it of a mediation ordered within the Family Court system thus invalidating the agreement and retaining Meigs as 50% shareholder and officer, and outside of the conspiracy to pretend the agreement was valid, please provide all of the following.

Documents and Items to be Produced

1. Provide all text messages from July 13th, 2015 until now between you and/or your representatives, and Sherri Evans, Todd Frankfort, Todd Zucker, Michelle Bohrer,

and/or Edward Trey Bergman and/or their representatives in relation to the 2015 mediation. Do the same for all times occurring “during” the 2015 mediation specifically with Zucker, Frankfort and/or Bergman. Indicate which ones you are representing Asyntria and those representing Johnston. Include those texts between you and Johnston as you represented Asyntria.

2. Produce all Rules, Codes, and Conduct guidelines as a lawyer that you follow.
3. List all contract, documents, etc that you participated in or wrote for Asyntria as a representative of Asyntria.
4. Produce all documents relating to any charges that have been brought against you for any reason regardless of whether they were dismissed or not.
5. List all bank accounts and include all statements that you or any company that you own or any other individual/corporation where you deposited money between January 1st, 2015 and June 30th, 2015.
6. Produce all documents that you created or helped to create in your representation of Asyntria.
7. Produce all documents that you did not write that were written by Evans and/or anyone else by using your digital signature. List who wrote them and why you did not want to write them.
8. List all documents that were uploaded to Harris County Clerk site that were not written by you but were uploaded with your digital signature.
9. Provide all emails sent/received between you and Jamison and Castille.
10. Provide all emails and texts sent/received between you and Evans, Bohreer, Zucker, and Bergman as a representative of Asyntria.

Exhibit A2

You are advised that your answers to such Interrogatories must be served separately, in writing, and under oath within thirty (30) days. The question or interrogatory to which the answer pertains as provided by the Texas Rules of Civil Procedure shall precede answers to Interrogatories. Plaintiff Meigs also requests that Brady continue to supplement his answers to these Interrogatories as required. For purposes of these Interrogatories, when used herein each individual mentioned includes its agents, employees, members, and principals.

1. Where did Bergman go in his office to get the glasses that were used to pour the Scotch for Johnston, Meigs, and the rest at the 2015 mediation?

ANSWER:

2. Why did you repeatedly state that you did not agree with what was happening at the 2015 mediation when Frankfort was going to leave mediation for the liquor store; did those statements by you refer to intentionally intoxicating Meigs or was there more to that statement and what was it; why did you not stop the process and protect Meigs from abuse isolated among five men; were you aware of the name of the drug that required Scotch to mask the taste; were you afraid of the ramifications by others towards any future professional contact if you not only voiced your discontent but also acted to stop the events and protect Meigs? Is that why you allowed the use of your digital signature?

ANSWER:

3. Were you given two years of subsequent litigation after Evans and Bohrer & Zucker withdrew to hush you and compensate for not receiving money to throw the mediation

and voluntarily conspire to Fraud on the Court at the 2015 mediation? And/or were those documents written by someone else, who, and which ones?

ANSWER:

4. When did you and/or your representative give Evans and/or her representative your digital signature so that she could correspond as you and/or write documents? Who else have you given your digital signature?

ANSWER:

5. When did you open your gmail account, why and did anyone else have access to this account? List all email accounts that you own or have owned in the last 8 years with emphasis on the opening dates for the gmail accounts.

ANSWER:

6. Did you or anyone tell Johnston or Meigs to not drink, and if so, who, when, where, and why? And if you did or anyone did request them not to drink, why do you believe that alcohol was purchased and dispensed?

ANSWER:

7. What is(are) your paralegals name(s), address, and phone number from January 1st, 2015 through August 30th, 2017.

ANSWER:

8. What is your relationship to Bergman, Frankfort, Evans, Bohreer, Zucker, Castille, Jamison, Morris or any of their representatives?

ANSWER:

9. Was the decision to incapacitate Meigs with alcohol and drugs decided at mediation or prior?

ANSWER:

10. What type of drinks and how much did you, Brady, Zucker and Bergman have at mediation, and are you aware that a memorandum states that you were drinking at mediation?

ANSWER:

11. As Johnston slid the drink to Meigs, what was the drug that he dropped into her drink that he told you he used/would use?

ANSWER:

12. How long have you known Sherri Evans; how many cases have you been involved with her; did any of those cases included Bergman; and/or what other relationship do or did you have with Evans?

ANSWER:

13. How many times have you seen clients, yours or others, encouraged to drink alcohol at mediation prior to signature of an important document excluding the 2015 mediation? Why do you think that is and what Rules would prohibit such behavior?

ANSWER:

14. Have you ever violated the Code of Professional conduct, list when and how?

ANSWER:

15. Is procuring alcohol and serving it to the opposition client without their counsel present, a common practice and does that violate any rules of conduct; and does pouring and serving a second glass to a client without counsel further violate those rules; and do you find it more convenient to take advantage of an opposing client without counsel present?

ANSWER:

16. Is serving alcohol at mediation to opposing clients, before final discussions and signature, a common practice and what benefit is doing so for you or your client; what class in law school taught you how to serve alcohol at mediation and is serving alcohol at mediation regulated by Texas Alcoholic Beverage Commission? Are you licensed by the commission to serve alcohol?

ANSWER:

17. Describe the "dram shop law" and the how the law can relate to the serving of alcohol at mediation?

ANSWER:

18. Who were you representing at the 2015 mediation?

ANSWER:

19. What would be your liability for knowingly allowing your client to drug another person and not preventing it?

ANSWER:

20. What is your liability for knowing that you are in a situation where a person requiring psychotic medications could be dangerous, and you allow the abuse of another person by that client without stopping it, especially a woman isolated among five men?

ANSWER:

21. What position(s) did you or do you hold at Asyntria and/or any of its subsidiaries and/or for any of Johnston's companies? List positions, dates, times, and situations leading to such, and contracts written for Asyntria and/or subsidiaries.

ANSWER:

22. Bohreer & Zucker stated in an email that you "dual represented" and were shocked at the error that you and Frankfort made. In detail, describe this reference, how you "dual represented", and how you could have taken steps to correct this error?

ANSWER:

23. At what point did you begin to participate in the collusion and conspiracy to Fraud on the Court which occurred prior to, continued at and through the 2015 mediation? Did you feel as if you were bullied into this position and what could you have done morally and ethically?

ANSWER:

24. On what date did you give Sherri Evans and/or her representative your digital signature and which documents, emails and other, did she write for you; who else has your digital signature to write documents for you pertaining to this case; and what have they written, and why did they write it for you? If easier and shorter, list only those documents, emails and other that you actually wrote.

ANSWER:

25. How much money did you receive for conspiring to what eventually became Fraud on the Court at the 2015 mediation; how was it received; where was it deposited and how was it distributed to others? How did others participate in this conspiracy to the best of your knowledge?

ANSWER:

26. Did the failure to add the family law code requirement that states that a clause must be added that the agreement cannot be revoked allow the 2015 mediation agreement to be revocable, and if it did not, state why?

ANSWER:

27. If I was your client, would you be able to void a mediation agreement obtained from a mediation required by a family court, that your client requested voided, if the clause that prevented revoking of the agreement was not included; have you done this before, and why?

ANSWER:

28. Do you regret your participation in the conspiracy to fraud and Fraud on the Court that cumulated in the 2015 mediation, failed by the forgetting of the clause to prevent revocation, spawned an unsigned printed version to protect you, and that created an event that will never dissipate even with the finalization of this case?

ANSWER:

Unofficial Copy Office of Chris Daniel District Clerk