

Frankfort prepared documents. Brady was not retained until 7.28.2015 after the below documents were written.

[Page 32]

1 in the same firm?
2 A. I'm not sure. We used -- there were several
3 lawyers in that firm that worked with us.
4 Q. Have those lawyers represented Asyntria in any
5 other matters?
6 A. Can you define "represent"?
7 Q. Acted as legal counsel for.
8 A. Yes.
9 Q. What other matters?
10 A. Consulted on matters of avoiding shareholder
11 oppression.
12 Q. Any other matters?
13 A. Counseled on making sure --
14 MR. FRANKFORT: I'm going to object to
15 this question as it invades the attorney-client
16 privilege and instruct the witness not to answer any
17 further. Asking him what matters he's consulted his
18 attorney on is not proper.
19 MR. ZUCKER: Okay. I withdraw that
20 question.
21 And I assume Asyntria's lawyer is making
22 that instruction on behalf of the company, not you on
23 behalf of Mr. Johnston?
24 MR. BRADY: Yeah, I join in the objection
25 on behalf of the company.

Note above that divorce lawyer Frankfort is objecting for Asyntria rather than Brady. Since Brady had only been retained for a couple of days for Asyntria at the time of this deposition, Brady would not have been up to speed on the issues as well as Frankfort.

[Page 33]

1 Q. (By Mr. Zucker) How did you -- how were you
2 introduced to those lawyers?
3 A. We did research seeking attorneys, interviewed
4 numerous attorneys, met with them.
5 Q. Were there any -- was there any approval of the
6 company engaging those lawyers at any shareholders'
7 meeting or directors' meeting?
8 A. No.
9 Q. Who made the decision to engage those lawyers
10 on behalf of Asyntria?
11 A. Both directors.
12 Q. Meaning Jody Meigs and you?
13 A. Yes.
14 Q. Do you recall when in 2014 those lawyers were
15 engaged by Asyntria?
16 A. I do not.
17 Q. Did Asyntria pay for the services that were
18 provided by those lawyers in connection with these
19 bylaws?
20 A. Yes.
21 Q. The bylaws that are reflected in Exhibit I, how
22 were they adopted by Asyntria?
23 A. They were adopted by unanimous written consent
24 of the directors, and I believe it was also presented at
25 a shareholder meeting.

The original bylaws for Asyntria were written by Wendy Meigs using software that did not allow removal of any of the shareholders or directors. Because Wendy Meigs refused to allow participation in an SBA loan that she found possibly derived from inaccurate accounting, Johnston sought to eliminate Wendy by creating false documents and bylaws. Meigs has video of Johnston entering her office and allowing manipulation of her computer by computer techs for what purpose could only be to delete any files associated with the creation of the original bylaws of Asyntria. Johnston sought to eliminate all rights of Wendy Meigs and Wendy Meigs' previous company, Healthquest, is what funded the development and operation of the corporation, Asyntria/NPTA, for the first two to three years of operation. Johnston probably did not want to pay Wendy Meigs for her shares of stock as that would have revealed inappropriate corporate actions of Johnston in regards to assets and money and the bank. Evidence exists for this. Also note below that Brady does not even understand that the SBA was a new loan and that the corporation never had an SBA loan prior. A corporate lawyer would know this thus further showing that Brady was recently acquired.

9 A. No.
10 Q. When did you start discussing the dilution of
11 Ms. Meigs?
12 A. Only after receiving legal counsel. ←
13 Q. Did you in fact explore with Ms. Meigs the
14 possibility of buying out her 25 percent interest during
15 this time frame?
.6 A. I did not.
.7 Q. Do you know if Jody did?
.8 A. That's what I was told.
.9 Q. And did he tell you what Ms. Meigs' response
10 was?
11 A. Her response was no.
12 Q. And what was the SBA loan going to be used for?
13 MR. BRADY: I'm going to object to the
14 form of the question. You're implying that it's a new
15 loan that they're seeking, and I believe the testimony

[Page 64]

1 has been otherwise by Ms. Meigs.
2 THE WITNESS: This is in regards to a
3 separate loan.
4 MR. BRADY: I withdraw the objection then.
5 A. I'm sorry. Can you repeat the question?
6 Q. (By Mr. Zucker) This \$300,000 loan was going
7 to be used to expand the operations to Las Vegas;
8 correct?
9 A. Yes.
0 Q. And how did you believe that that would grow
1 the business?
2 A. After a tremendous amount of due diligence,
3 market research, multiple trips out to Las Vegas by
4 myself and by Mr. Meigs and by Mrs. Meigs, the demand
5 for the products, everything indicated that there was a
6 significant opportunity to increase that revenue stream
7 for the corporation.
8 Q. How long have those discussions been going on
9 between you, Wendy Meigs, and Jody Meigs about expanding

Also note that the revenue stream discussed above by Johnston is not necessarily true. Although Johnston would be making immediate income through sale of his books through this school, the corporation itself would suffer from extreme debt with possible start of income after five years and recovery of previous debt much longer. As early as 2012, Johnston began experiencing great personal debt from his personal expenditures as told Meigs by Johnston in 2013.

Because the shareholder meeting referred to was improperly noticed determined by lawyer, the meeting was not valid. Thus the emergence of preemptive rights and the increase in Johnston and Jody Meigs shares were invalid. All evidence appears that only Frankfort was the lawyer for the corporation at that time.

1 Q. And if you look at page 5 of this Exhibit 30,
2 that's a copy of the actual notice of shareholder
3 meeting that was sent out?
4 A. Uh-huh.
5 Q. And the notice date is July 23, 2014. Do you
6 see that?
7 A. Yes.
8 Q. And that's in fact the date that notice was
9 sent out?
10 A. Yes.
11 Q. Was it sent out to all shareholders?
12 A. Yes.
13 Q. How was it delivered to Ms. Meigs?
14 A. Electronically.
15 Q. And do you have a receipt showing that she got
16 the notice of shareholder meeting?
17 A. I'm not sure.
18 Q. So the notice date is July 23rd, and the
19 meeting actually occurred two days later on July 25th.
20 Do you see that?
21 A. Yes. I do know that she received the notice
22 because of correspondence from her attorney, so yes.
23 Q. Okay. But the notice was sent out on
24 July 23rd; correct?
25 A. Yes.

iton 7/31/2015

1 Q. The meeting actually occurred on July 25th;
2 correct?
3 A. Yes.
4 Q. And that certainly wasn't 21 days notice of
5 this meeting; was it?
6 A. No.
7 Q. And do you know whether 21 days is required for
8 this particular type of transaction to occur?
9 A. According to our bylaws.
10 Q. According to the Business Organizations Code?
11 A. I'm not aware.
12 Q. Okay. If 21 days notice is required for this
13 type of action, that's news to you; correct?
14 MR. FRANKFORT: Object to the form of
15 question.
16 MR. BRADY: I'll join the objection.
17 Q. (By Mr. Zucker) You can answer.
18 A. Yes.
19 Q. And so at the meeting there was a vote -- was
20 it a vote of the directors or vote of the shareholders
21 to eliminate the preemptive rights and increase the
22 number of authorized shares?
23 A. This was a shareholder meeting minute.
24 Q. At some point after the certificate of
25 amendment, which is Exhibit 17, was signed and filed

Again, notice above that regarding the corporate Business Organization Code, Frankfort is the first to object with Brady following. Frankfort again appears to be the lawyer knowing most about the stock sale agreement that stole Asyntria shares or attempted to steal. Note also that Zucker clarifies that the shareholders must vote for preemptive rights which were denied by Meigs and since the stock increases at all times were invalid, so was the preemptive addition.

7 Q. What was -- what is The Apothecary Group, LLC?
8 A. It is a business entity that I opened for
9 partnerships that related to Scripts Pharmacy.
10 Q. And what are those partnerships?
11 A. For marketing efforts.
12 Q. Are you the sole owner?
13 A. Manager, yes.
14 Q. Okay. Are you the sole member and sole
15 manager?
16 A. Yes, sir.
17 Q. Does Apothecary Group, LLC, do any business as
18 we sit here today?
19 A. Very limited.
20 Q. And what is that limited business that it does?
21 A. Marketing and rate insurance for the pharmacy.
22 Q. What does it do in order to market the
23 pharmacy?
24 A. Sales calls to physicians.
25 MR. BRADY: Sells what to physicians?

Note here again that Brady does not understand the business. Had Brady understood the business, he would understand what "sales calls to physicians" means.

Next three copies of Johnston's deposition show Johnston allowed the corporation, Asyntria, to go into forfeiture for not paying the taxes. In forfeiture, no decisions or processes can be legally performed by a forfeited corporation. Hence, everything that Johnston did including shareholder meetings, preemptive rights, addition of shares, redistribution of shares, and all are not valid while a corporation is in forfeiture. This leaves Meigs with the same control as director as before and same voting rights.

on 7/31/2015

[Page 99]

1 THE WITNESS: Sales calls to physicians.
2 Q. (By Mr. Zucker) You are -- are you currently a
3 director of Asyntria?
4 A. Yes.
5 Q. And are you currently the president and CEO of
6 Asyntria?
7 A. Yes.
8 (Exhibit 20 marked)
9 Q. (By Mr. Zucker) Asyntria. I'm going to hand
10 you Exhibit 20. Is this a certificate of forfeiture of
11 Asyntria, Inc.'s charter that was sent to you earlier
12 this year? Has Asyntria's charter been forfeited?
13 A. I have recently learned that, yes.
14 Q. And has its charter been reinstated?
15 A. It's currently being processed.
16 Q. When did you file documentation to process the
17 reinstatement?
18 A. My accountant has taken care of that. I don't
19 know the specific date.
20 Q. I'm going to skip Exhibit 21, but
21 Straden-Schaden's certificate was forfeited as well
22 earlier this year?
23 A. I don't remember.
24 (Exhibit 21 marked)
25 Q. (By Mr. Zucker) I'm going to hand you

1 Exhibit 21. Does that refresh your recollection about
2 whether its charter was forfeited?
3 A. Yes.
4 Q. And it was in fact forfeited?
5 A. Yes.
6 (Exhibit 22 marked)
7 Q. (By Mr. Zucker) And then I'll hand you
8 Exhibit 22. Is that a true and correct copy of the
9 Secretary of State's document that was filed to
10 reinstate its forfeiture?
11 A. Appears to be so, yes.
12 Q. And its charter was in fact reinstated?
13 A. Yes.
14 Q. You would agree that the charter of Asyntria
15 was forfeited as of June 22, 2015; correct?
16 A. Yes.
17 Q. So -- and we'll come back to the ultimate
18 transaction later, but when Straden-Schaden entered into
19 the stock purchase agreement with Asyntria on June 20 --
20 I'm sorry -- on -- effective July 1st, Asyntria's
21 charter at that point in time was forfeited; correct?
22 A. Yes.
23 (Exhibit 23 marked)
24 Q. (By Mr. Zucker) I'm going to hand you
25 Exhibit 23. And if you can ignore the name Todd Zucker

1 at the top of the page, does that first page of
2 Exhibit 23 appear to be an e-mail that you sent to Wendy
3 and Jody Meigs on March 22, 2015?
4 A. Yes.
5 Q. And that attaches the attached letter of
6 intent; correct?
7 A. Yes.
8 Q. And in the first sentence there you say,
9 Attached is a copy of the letter of intent that the
10 attorney drafted to move forward. Do you see that?
11 A. Yes.
12 Q. Which attorney was that?
13 A. Mr. Frankfort.
14 Q. I'm sorry. What?
15 A. Mr. Frankfort.
16 Q. Mr. Frankfort. Okay. What discussions had you
17 had prior to sending this letter of intent to Wendy and
18 Jody about wanting to redeem your shares?
19 A. We'd had a variety of conversations exploring
20 every potential scenario and opportunity that we could
21 think of for several months.
22 Q. And tell me about those things that you
23 discussed to try to resolve the issues?
24 A. The first proposal and concept was to, in
25 essence, split the company into its two primary

1 would be for all outstanding shares.

2 Q. So you would basically be paying 150,000 plus
3 canceling the \$100,000 promissory note that you owed to
4 Jody. Is that accurate?

5 A. It would have -- it would have been the 26 or
6 28 cents per share with the promissory note being
7 voided, those shares going -- returning back to Jody and
8 total purchase price at the 26 or 28 cents a share.

9 Q. And ultimately did you send him a draft of an
10 agreement for that proposed transaction?

11 A. Yes.

12 Q. And who prepared that draft agreement?

13 A. Mr. Frankfort.

14 Q. And I assume Mr. Frankfort represents you and
15 was not representing Asyntria?

16 A. That's correct.

17 Q. And in connection with those discussions, was
18 there any attorney who was representing Asyntria?

19 A. No, because it was a personal transaction. I
20 was offering to buy their shares.

21 Q. Well, in one case you were offering to redeem
22 your shares as reflected in Exhibit 23; correct?

23 A. Yes, they had their own separate counsel.

24 Q. Okay. And under Exhibit 23 you would be -- the
25 company would redeem your shares. The company would

1 purchase, in effect, your shares and in exchange you
2 would get the assets that were listed on Schedule 3;
3 correct?

4 A. Yes. It would be a redemption of stock in
5 exchange for all of the assets and assumption of
6 liabilities listed on that exhibit -- schedule, rather.

7 Q. And if you look on that schedule, there's --
8 the last item there is The Johnston Group debt
9 liability, approximately \$75,000. Let me ask you, what
10 is The Johnston Group?

11 A. The Johnston Group is a d/b/a of
12 Straden-Schaden.

13 Q. So it was debt that was owed by Asyntria to
14 Straden-Schaden?

15 A. That's correct.

16 Q. What was that debt -- what comprised that debt?

17 A. It was a variety of things. I don't recall
18 each line item.

19 Q. And there was the Amegy Bank loan and line of
20 credit of \$94,000. Do you see that?

21 A. Uh-huh.

22 Q. Was Wendy a guarantor on that line of credit?

23 A. Yes.

24 Q. And you and Jody were also guarantors on it?

25 A. Yes.

- 1 LetterOfIntent032215.pdf." Do you see that?
2 A. Uh-huh.
3 Q. And so your e-mails do sometimes show
4 attachments; right?
5 A. Yes.
6 Q. But if you look at the next document,
7 Exhibit 7, that doesn't have any line showing there was
8 an attachment; correct?
9 A. Correct.
10 Q. So as of -- this was sent on June 19?
11 A. Uh-huh.
12 Q. And the charter of Asyntria had been forfeited
13 as of that date; correct?
14 A. Apparently so, yes.
15 Q. And the meeting was to occur on the 22nd of
16 June; correct?
17 A. Yes.
18 Q. So, basically, the notice was given at about
19 4:29 on a Friday afternoon for a meeting that was
20 supposed to occur the next Monday morning at 10:30;
21 correct?
22 A. Correct.
23 Q. And that was not 21 days notice; correct?
24 A. No.
25 Q. Okay. And you're not aware of any requirement

- 1 Q. Is that a written policy?
2 A. Yes.
3 Q. When was that put in effect?
4 A. I don't recall.
5 Q. And how did you get access to these documents?
6 A. By opening his computer, going through his
7 Outlook file.
8 Q. Was his computer password protected?
9 A. Yes, all the computers were, and we each had
10 passwords for every individual's computer.
11 Q. And so you went into the Outlook and reviewed
12 the e-mails that were in his Outlook on his computer?
13 A. Yes, his business e-mail Outlook.
14 Q. And when did that take place?
15 A. Over the last two, three months.
16 Q. Going back to Exhibit 6, was Robin Luke in
17 Houston for this meeting?
18 A. No, she was -- she is not a stockholder of the
19 company.
20 Q. So she didn't participate in the meeting?
21 A. No.
22 Q. Who prepared this notice of special meeting?
23 A. I believe it was Mr. Frankfort.
24 Q. The stock purchase agreement starts on the next
25 page, the second page of Exhibit 6. Do you see that?

Note above on line 23 that Frankfort acted as corporate counselor and prepared the notice of special meeting. Thus, evidence shows that Frankfort dual-represented early in the creation of documents for Johnston and Asyntria at the detriment of both Meigs and their shares of the company.

1 Just give me a name of one company.
2 A. Apple.
3 Q. So do you believe that Apple has the power to
4 sell your shares to a third party?
5 A. I know that companies sell and are bought, or
6 bought and sold every day, and I doubt that each person
7 that owns one share of Apple has the ability to stop
8 such transaction. I think you're also referring to a
9 publicly traded company, and that's not the case with
10 us.
11 Q. That's exactly right. So you think that in a
12 privately -- a private company, the company itself has
13 the power to sell one shareholder's stock to another
14 third party? Is that your understanding?
15 A. It's my understanding, yes.
16 Q. Okay. Do you know why this stock purchase
17 agreement was selling assets, liabilities, and stock as
18 opposed to just assets or liabilities or shares of
19 capital stock?
20 A. The document was prepared by my legal counsel.
21 Q. And where did your understanding about the
22 ability of the corporation to sell stock of one
23 shareholder to a third party come from? And if it came
24 from counsel, I don't want to know that, but if it came
25 from some other source, I want to know.

At this point, as seen above, from line 20 through 25 above, Zucker, Meigs' attorney, begins to protect Frankfort by telling Johnston that he did not want to know which counsel told Johnston that he could take Meigs' stock without Meigs' approval. Zucker already knew that Frankfort dual-represented as seen in earlier statements of the deposition on page 7 above.

1 transaction from a legal standpoint? What lawyer
2 represented Straden-Schaden?
3 A. Mr. Frankfort.
4 Q. And who represented Asyntria in this
5 transaction?
6 A. Mr. Brady represents Asyntria.
7 Q. In this lawsuit; correct?
8 A. He has been retained as counsel prior to this
9 lawsuit.
10 Q. Mr. Brady had been retained by Asyntria prior
11 to the date the stock purchase agreement was entered
12 into?
13 A. I don't know the specific date.
14 Q. Did Mr. Brady represent Asyntria in connection
15 with the stock purchase agreement?
16 A. Yes.
17 MR. ZUCKER: Do you want to take a break?
18 MR. BRADY: Sure.
19 MR. ZUCKER: Take five minutes.
20 (Recess from 1:06 to 1:12)
21 MR. ZUCKER: Back on the record.
22 Q. (By Mr. Zucker) So in Exhibit 6 we've got a
23 stock purchase agreement that's between Straden-Schaden,
24 Inc., and Asyntria, Inc.; correct?
25 A. Yes. It covers the assets and the liabilities.

For the above section, Johnston appears to not tell the truth as the retainer for Brady occurred much later after Evans questioned Frankfort over what company that he represents, with the retainer check dated 7.28.2015 and with no evidence of Brady prior to this date. Also note that immediately after Johnston replies what appears falsely, Zucker calls for a break to allow Johnston, brady and Frankfort to convene. It is at this break where Bohreer tells Meigs that Frankfort and Brady messed up and that they will need to pay for all of Meigs' legal expenses. Upon Bohreer asking if Meigs wanted to have Bohreer/Zucker represent this case as well, Meigs said yes. After this event, Bohreer and Zucker dodged every question regarding pursuing the dual-representation of what is now known to be by Frankfort although could have appeared to be Brady at that time as Brady was supposed to have been the corporate lawyer from inception but was not. Hence, Bohreer asking Zucker in an email if Meigs had dual-representation claims against Brady was actually against Frankfort.... And Zucker said yes to those dual-representation claims existing. At a 2016 mediation, Zucker told Meigs that Bohreer was not very smart. On hindsight, such a statement by Zucker probably had to do with representing Meigs against Frankfort rather than taking advantage of apparently a big mistake made by Frankfort and protecting Frankfort for some type of remuneration or advantage. An advantage in the courts as payback could prove very beneficial to all lawyers who became involved in appearing to protect Frankfort. **Had Frankfort been elected as judge in November of 2022 and such protection of Frankfort for appearing to dual-represent occurred, the judicial process would be turned upside down and the process destroyed if Frankfort decided to pay back those colleagues through favors as judge on a bench.** The question should be what judges sit on the benches now under the same pressure of payback.

[Page 142]

1 A. I don't remember.
2 Q. Who were those CPAs?
3 A. I don't remember their names.
4 Q. Were they the company's traditional CPAs, or
5 were they ones engaged specifically to look at that
6 transaction?
7 A. Ones engaged specifically to look at the
8 transaction.
9 MR. ZUCKER: Can we take a five-minute
10 break?
11 (Recess from 1:47 to 1:53)
12 Q. (By Mr. Zucker) We were talking before about
13 Exhibit 6, which was the notice of meeting to approve
14 the stock purchase agreement. Prior to that date, did
15 you have any joint meetings with Mr. Frankfort and
16 Mr. Brady to discuss the terms of the stock purchase
17 agreement?
18 MR. FRANKFORT: Objection to -- object to
19 the question concerning attorney-client privilege.
20 MR. ZUCKER: What's the privilege if
21 they're two adverse parties with two different lawyers?
22 I'm talking about joint meetings between you all with
23 the clients as opposed to you with your client.
24 MR. FRANKFORT: I don't know. Doesn't
25 seem right.

Since no CPAs were used to value the shares of stock per above and Zucker caught on to this mistake and appeared to know that Frankfort dual-represented and did so without getting a fair value of the stock before writing the contracts to take the stock, Zucker again gives them a break.

Note on line 18 above that Frankfort immediately objects to the question of the meetings between Frankfort, Brady, and Johnston to discuss the stock purchase agreement. Since Brady apparently did not represent Asyntria at the time of the Stock Agreement and previous emails and the flow the of the fraud for the next several years followed with a appearing presumption of Brady as corporate lawyer to appear to protect Frankfort, Johnston would need to confess that Brady did not exist and the rouse to protect Frankfort would be destroyed.

1 MR. ZUCKER: What?
 2 MR. FRANKFORT: I said I don't know. Just
 3 doesn't -- that doesn't sound right to me.
 4 Q. (By Mr. Zucker) Mr. Frankfort represented
 5 Straden-Schaden; correct?
 6 A. Yes.
 7 Q. And Mr. Brady represented Asyntria; correct?
 8 A. I received legal counsel from Mr. Brady.
 9 Q. You personally?
 10 A. Sorry. Asyntria.
 11 Q. Asyntria was represented by Mr. Brady as its
 12 lawyer; correct?
 13 A. Asyntria received legal counsel from Mr. Brady.
 14 Q. Do you know if any drafts of the stock purchase
 15 agreement were exchanged between Mr. Frankfort on behalf
 16 of Straden-Schaden, Inc., and Mr. Brady on behalf of
 17 Asyntria?
 18 A. I don't know.
 19 Q. Do you know which entity paid Mr. Frankfort's
 20 fees?
 21 A. He's been paid by me personally and through
 22 Straden-Schaden.
 23 Q. And who paid Mr. Brady's fees?
 24 A. Asyntria.
 25 Q. But it was Mr. Frankfort who drafted the notice

1 of special meeting; correct?
 2 A. Yes.
 3 Q. And it was Mr. Frankfort who drafted the stock
 4 purchase agreement; correct?
 5 A. Yes.
 6 Q. And you're not aware of any red lines or drafts
 7 being circulated between Mr. Frankfort and Mr. Brady
 8 with respect to that transaction?
 9 MR. FRANKFORT: Objection. Form.
 10 A. No.

Again, as seen above, Zucker does a wonderful job of demonstrating the dual-representation of Frankfort with Johnston and the stock purchase agreement. Meigs did not understand what took place at that time and for some time after or the reason for the refusal to pursue Frankfort as discussed at the break for this deposition is evident that Frankfort did dual-represent. Because only discovering upon receipt of all case files after spending hundreds of thousands of dollars and hundreds of hours of time and stress did Meigs realize that all lawyers employed by Meigs worked to protect Frankfort from discovery... with the exception of the first pleading from Rodney Castille who pointed out the missing remedy/code for the family court mediation agreement where Brady/Frankfort attempt to force signature on a printed version of that agreement that released all liability of Frankfort, Brady and all lawyers and of which..... Meigs REFUSED to sign.

These lawyers threatened, abandoned, and falsely expensed Meigs for representation..... all to protect Frankfort and what they did to protect Frankfort. Meigs prays someone reads this and helps stop this type of corruption.

Based on Meigs experience, neither Frankfort or any of these lawyers should ever hold a position of honor, office, or even still have a license... and should be imprisoned for manipulating the core judicial process as well as denying the rights guaranteed by the Constitution and of which men and women give their lives to protect.

Preemptive meeting and increase in shares of stock was not noticed appropriately per Business Organization Code of 21 days notice, and thus all actions negated leaving 50/50 ownership of Asyntria with Johnston and Wendy.

on 7/31/2015

[Page 71]

- 1 Q. The meeting actually occurred on July 25th;
2 correct?
3 A. Yes.
4 Q. And that certainly wasn't 21 days notice of
5 this meeting; was it?
6 A. No.
7 Q. And do you know whether 21 days is required for
8 this particular type of transaction to occur?
9 A. According to our bylaws.
10 Q. According to the Business Organizations Code?
11 A. I'm not aware.
12 Q. Okay. If 21 days notice is required for this
13 type of action, that's news to you; correct?
14 MR. FRANKFORT: Object to the form of
15 question.
16 MR. BRADY: I'll join the objection.
17 Q. (By Mr. Zucker) You can answer.
18 A. Yes.
19 Q. And so at the meeting there was a vote -- was
20 it a vote of the directors or vote of the shareholders
21 to eliminate the preemptive rights and increase the
22 number of authorized shares?
23 A. This was a shareholder meeting minute.
24 Q. At some point after the certificate of
25 amendment, which is Exhibit 17, was signed and filed

[Page 72]

- 1 with the Secretary of State, did Asyntria issue
2 additional shares to you?
3 A. Yes.
4 Q. And your shares increased from 500,000 to
5 850,000; correct?
6 A. As a result of shares being issued by Asyntria?
7 Q. Correct.
8 A. No.
9 Q. So how did you get the additional 350,000
10 shares?
11 A. I received 200,000 shares issued by Asyntria,
12 and I also maintained an additional 250,000 shares that
13 was transferred to me by Mr. Meigs.
14 Q. Okay. So a total of 450,000 shares, and you
15 ended up with 950,000 shares; correct?
16 A. Yes.
17 Q. When did you receive the 200,000 additional
18 shares from Asyntria in relation to Exhibit 17 being
19 filed with the Secretary of State?
20 A. After.
21 Q. And how shortly after?
22 A. I don't recall.
23 Q. As of the time that you filed this document
24 with the Secretary of State, had the documentation to
25 issue you the additional 200,000 shares already been

[Page 73]

1 prepared?

2 A. I don't -- I'm sorry. Repeat that, please?

3 Q. As of the time you filed the certificate of
4 amendment, which is Exhibit 17, with the Secretary of
5 State, had the paperwork already been prepared to issue
6 you the additional 200,000 shares from Asyntria?

7 A. No, I don't believe so.

8 Q. When was it decided that you would get an
9 additional 200,000 shares?

10 A. I don't recall.

11 Q. When did you receive the additional 200,000
12 shares?

13 A. I don't recall.

14 Q. Is that reflected in the stock ledger?

15 A. Yes.

16 Q. And was it recorded in the stock ledger at the
17 time that transaction occurred?

18 A. I don't recall the specific date.

19 Q. Did you get an additional share certificate?

20 A. Yes.

21 Q. Did you sign the additional share certificate?

22 A. Yes.

23 Q. Is that in the minute book for the corporation?

24 A. I'm not sure.

25 Q. How was it decided that you would get 200,000

[Page 74]

1 additional shares from Asyntria?

2 A. It was an exchange for release of debt and
3 liabilities that the company owed to me personally.

4 Q. How much debt was owed to you by Asyntria at
5 that time that was released?

6 A. The amount that was released was \$100,000.

7 Q. Did you sign a written release agreement?

8 A. It is -- it has not been done yet.

9 Q. So as we sit here today, you were issued
10 200,000 additional shares in Asyntria and you verbally
11 agreed to release \$100,000 in debt, but you did not sign
12 and have not yet signed a written release agreement in
13 favor of Asyntria?

14 A. That's correct.

15 Q. Did you -- in connection with getting the
16 additional 200,000 shares, did Asyntria or you or anyone
17 have a fair market value appraisal performed with
18 respect to the value of those additional shares?

19 A. No.

20 Q. Did you get a fairness opinion from any law
21 firm as to that transaction?

22 A. No.

23 Q. What actions did you take in connection with
24 releasing the liabilities of \$100,000 that were owed by
25 the company to you?

Note that Meigs retains an email that states that additional shares were distributed to Johnston and Jody Meigs for their outstanding work and not to reimburse debt... does this mean Johnston lied on his deposition?

Also note that it appears that the shareholder distribution occurred while Asyntria was in forfeiture thus making all distribution of shares invalid with the company going back to 50/50, currently.

[Page 75]

1 A. I don't understand your question.
2 Q. Were those -- was the debt listed on the books
3 and records of the company at the time?
4 A. Yes.
5 Q. And was it removed from the books and records
6 of the company?
7 A. I'm not sure if the accountant has done that
8 yet. We switched accounting systems.
9 Q. Do you know how that release of the \$100,000 in
10 debt was accounted for in the tax returns for Asyntria?
11 A. Those tax returns have not been filed yet.
12 Q. Did that occur in 2014?
13 A. Yes.
14 Q. What is the status of the preparation of the
15 tax returns for 2014?
16 A. An extension has been filed.
17 Q. And so those tax returns are due when?
18 A. I don't know. I believe it's sometime in
19 October.
20 Q. In exchange -- I'm sorry. In connection with
21 the transaction in which you released \$100,000 in debt
22 and received the additional 200,000 shares, what lawyers
23 represented you in connection with that transaction?
24 A. There was no legal representation for myself in
25 that.

Note above that Johnston did not file taxes for the corporation as CEO from 2013 until forced to much later. Hence, the transaction of releasing debt would not be visible on tax forms. Also, Meigs does not believe that an extension to file taxes occurred as stated by Johnston in the deposition a seen above. If not, another Johnston lie at depositon?

Note below that no notification was given to the other majority shareholder, Meigs, that Johnston and Jody increased their shares of stock and not that of Wendy Meigs, and that Jody Meigs gave Johnston without remuneration, 250k shares which Jody could asked back at any time for what appears is to hide the stock from Wendy Meigs during the divorce so that Wendy Meigs could not acquire the stock as per divorce agreement. Thus, Wendy Meigs would not know about the 250k shares of stock during the divorce fraudulently allowing Johnston majority ownership of the companay.

[Page 76]

- 1 Q. You didn't have separate counsel?
2 A. No.
3 Q. Did you notify Ms. Meigs that you were being
4 issued 200,000 additional shares before that actually
5 happened?
6 A. No.
7 Q. Did you send notice to Ms. Meigs that the
8 consideration for your getting the 200,000 additional
9 shares was going to be your release of \$100,000 in debt
10 owed by the company?
11 A. No.
12 Q. And why didn't you send her notice of that?
13 A. Wasn't aware that that was required.
14 Q. You have indicated that you also received an
15 additional 250,000 shares that were transferred by
16 Mr. Meigs to you; correct?
17 A. Correct.
18 Q. Did that occur contemporaneously with you
19 getting the 200,000 additional shares from Asyntria?
20 A. No.
21 Q. When did the transaction occur with Mr. Meigs
22 when you got the additional 250,000 shares?
23 A. I don't remember.
24 Q. Did it occur in 2014?
25 A. I believe so.

Michael Johnsto

[Page 77]

- 1 Q. Early 2014?
2 A. It would have been prior to the other issuance.
3 Q. And so Mr. Meigs gave you 250,000 shares. What
4 did you give him in exchange?
5 A. Promissory note.
6 Q. And you gave him a promissory note for how
7 much?
8 A. \$125,000.
9 Q. How did you come up with that valuation?
10 A. It was mutually agreed upon.
11 Q. Were you under any particular compulsion to
12 purchase his shares at the time?
13 A. I don't understand what you're asking.
14 Q. Was there anything that required you to
15 purchase his shares for \$125,000 on a promissory note?
16 A. No.
17 Q. And was there anything that required him to
18 sell you the shares for 125,000?
19 A. No.
20 Q. So you were acting freely in the transaction?
21 A. Yes.
22 Q. And he was acting freely in the transaction?
23 A. I can't answer for him.
24 Q. Both of you all were fully informed about the
25 status of the company's financial picture at the time;

1 correct?
2 A. Yes.
3 Q. And the two of you negotiated a purchase price
4 of \$125,000 for the additional 250,000 shares; correct?
5 A. Correct.
6 Q. When you received the additional 200,000 shares
7 from Asyntria, was there a director's meeting to approve
8 the issuance of those shares?
9 A. I don't recall if there was a formal meeting.
10 Q. Was there an informal meeting?
11 A. Yes.
12 Q. Was there a meeting that was noticed to anyone
13 in writing?
14 A. No.
15 Q. Were there any minutes that approved the
16 issuance of those shares?
17 A. I don't believe so, no.
18 Q. Was there any unanimous consent of directors
19 executed in connection with that?
20 A. In writing?
21 Q. Yes.
22 A. No, I don't believe so.
23 Q. Was there any formal notice given to the
24 shareholders of Asyntria that 200,000 additional shares
25 were intending to be authorized and issued to you?

Note above that no recording of the issuance of the 200k shares to Johnston was recorded in a meeting or minutes nor was did such exist in writing.

1 A. I don't believe so.
2 Q. And there certainly was no shareholders'
3 meeting to approve that; correct?
4 A. No.
5 Q. And was there any written consent of the
6 shareholders to issue those additional 200,000 shares to
7 you?
8 A. No. There's no requirement in our bylaws that
9 required shareholder approval for issuance of available
10 shares.
11 MR. ZUCKER: Objection. Nonresponsive.
12 Q. (By Mr. Zucker) The question is, was there any
13 written consent of the shareholders approving the
14 issuance of 200,000 additional shares to you?
15 A. No.
16 Q. At the time the 200,000 additional shares were
17 offered or issued to you, were any additional shares
18 issued to Jody?
19 A. Yes.
20 Q. How many shares?
21 A. 100,000.
22 Q. What was the consideration that Jody paid for
23 the additional 100,000 shares?
24 A. It was agreed upon that it would be \$50,000 of
25 reduction in debt and liability owed to him by the

Note that Johnston just gave himself 200k shares of stock without shareholder approval as well as 100k issued to Jody. No record exists of these transactions at that time.

1 corporation.

2 Q. What was the debt that was owed by Asyntria to
3 Jody in the amount of \$50,000?

4 A. I don't recall the specific items.

5 Q. Was he owed more than 50,000 or exactly 50,000?

6 A. I believe it was more.

7 Q. Can we take a quick break?

8 A. Sure.

9 (Recess from 11:45 to 12:04)

10 Q. (By Mr. Zucker) Just to go through a few
11 follow-up things, you indicated that you met with Jody
12 in person to discuss seeing if Wendy Meigs would be
13 interested in selling her shares, and that meeting
14 occurred before you met with the law firm to talk about
15 oppression issues; correct?

16 A. Yes.

17 Q. And then you had a meeting with the lawyers;
18 correct?

19 A. Yes.

20 Q. Did you have any follow-up discussions with
21 Jody after you met with the lawyers to discuss
22 oppression or dilution?

23 A. Yes.

24 Q. And tell me when that meeting or when those
25 meetings occurred?

Note above that Johnston issued himself greater shares than Jody knowing of the impending divorce as Jody was living with another woman at that time. Again, Zucker goes for break to give time for the opposing counsel to address the issue that Johnston just presented.

1 A. I don't recall.

2 Q. It may have occurred after you met with the
3 lawyers; right?

4 A. Yes.

5 Q. So sometime between August of 2014 and the
6 present; right?

7 A. Yes, sir.

8 Q. And what were the discussions that you had with
9 Jody about diluting Wendy Meigs?

10 A. Based on the legal counsel we received, the one
11 primary remedy was in order for us to be able to not
12 have our note called at Amegy Bank, since Ms. Meigs
13 would not sign the renewal, she had to be below
14 25 percent ownership -- I'm sorry -- 20 percent
15 ownership, and that solution would circumvent that where
16 she did not have to sign.

17 Q. And did you have that discussion with Wendy
18 about diluting her?

19 A. I don't recall.

20 Q. Was any proposal actually made to Wendy to
21 purchase her shares for a specific amount?

22 A. I'm not sure. That was handled via Jody.

23 Q. When you purchased Jody's 250,000 shares in
24 exchange for the promissory note -- and you said that
25 occurred in 2014, or was that 2013?

If Johnston received legal counsel about the dilution, did he receive the same counsel on how to dilute the shares?

From the excerpts above, Frankfort does appear to be the dual-representing lawyer and if so, those actions of Frankfort seriously oppressed Meigs and created years of events following. Even worse, Frankfort's actions contributed to the addition of numerous lawyers fighting for an agreement created in family court under family court order and under family court codes per Meigs' own family court lawyer, rightly rescinded with the missing remedy by Meigs for the extreme abuse at the hands of Frankfort, Bergman, Brady, Zucker and Johnston, and as such impossible for any judge to make a judgment. Rather than accept the 2015 mediation failed so that Meigs could continue pursuing her company, all lawyers worked hard to prevent Meigs from entering back into Asyntria through repetitive pleadings and summary judgments on the same topic... with pleadings and summary judgments always never judged. Why did these lawyers need to deplete every penny that Meigs owned sending her into great debt to fight this atrocity of law? What were these lawyers afraid that Meigs would find? What else did Frankfort do to create such concern? Is the ability to manipulate a judge so great that protecting Frankfort over their client offered greater potential? How many people were involved that even court documents on the dockets were tampered as seen in screenshots by Meigs? See the list of lawyers involved and what it appears that they did in order to prevent such atrocities from furthering for others. Exposure protects. Protect the People.

.....

Note below that the reason to issues the shares as stated above in Johnston's deposition was not to release debt but for valuable services. What are the ramifications for Johnston lying at deposition? Note that Asyntria/Npta corporation was forfeited at the time the below took place.

UNANIMOUS WRITTEN CONSENT IN LIEU OF MEETING OF DIRECTORS OF ASYNTRIA, INC.

The undersigned, being all of the directors of Asyntria, Inc., a Texas Corporation (Asyntria), and under sections 6.201 and 21.415 of the Texas Business Organizations Code, hereby ratify and consent to the adoption of the following resolutions and the actions contemplated within. It is understood and intended that the execution and delivery of this written consent be in lieu of holding a meeting of the directors.

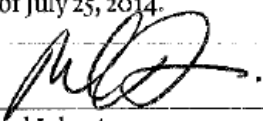
Issuance of Additional Shares

WHEREAS, the efforts of Michael Johnston and Jody Meigs have contributed to the financial success of the company; it is

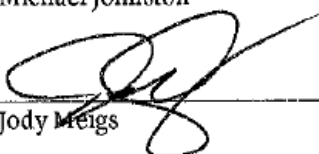
RESOLVED, that the grant of 200,000 shares issued to Michael Johnston in consideration for valuable services rendered to the company is hereby authorized and approved.

RESOLVED, that the grant of 100,000 shares issued to Jody Meigs in consideration for valuable services rendered to the company is hereby authorized and approved.

IN WITNESS WHEREOF, each of the undersigned adopts, ratifies, and consents to the foregoing resolutions, and executes this consent, effective as of July 25, 2014.



Michael Johnston



Jody Meigs



MR. BRADFORD ALLEN BRADY

● Eligible to Practice in Texas

Bar Card Number: 00787125

TX License Date: 11/05/1993

Primary Practice Location: Houston , Texas

746 Oxford St
Houston, TX 77007-1855

Practice Areas: Business, Insurance, Litigation:
Commercial, Litigation: Personal Injury, Real Estate,
Construction, Mediation

Statutory Profile Last Certified On: 08/02/2018



MR. TODD MAAS FRANKFORT

● Eligible to Practice in Texas

Law Office of Todd M. Frankfort

Bar Card Number: 00790711

TX License Date: 11/04/1994

Primary Practice Location: Houston , Texas

917 Franklin St Ste 510
Houston, TX 77002-1764

Practice Areas: Family

Statutory Profile Last Certified On: 11/20/2018

