

EXHIBIT A

Unofficial Copy Office of Marilyn B. Jones District Clerk

CAUSE No. 2019-52133

SUSAN MENG, individually and in right of PINEY POINT HOMES, LLC,
Plaintiff,
v.
TIE DENG, H-TOWN HOMES, LLC,
and AKD ENGINEERS, LLC,
Defendant.

§ IN THE DISTRICT COURT OF
§
§
§
§
§ HARRIS COUNTY, TEXAS
§
§
§
§
§ 333rd JUDICIAL DISTRICT

**DECLARATION OF SHANNON A. LANG IN SUPPORT OF
YONGFU “PAUL” WANG’S MOTION TO COMPEL AND FOR CONTEMPT**

I, Shannon A. Lang, state and declare as follows:

1. I am an attorney licensed in the States of Texas, California, Tennessee, and the District of Columbia. I am competent and authorized to submit this Declaration in support of Third Party Defendant Yongfu “Paul” Wang’s Motion to Compel and for Contempt. The statements made herein are based upon my personal knowledge and are true and correct.

2. Since the filing of Mr. Wang’s Motion and Reply, Mr. Wang has incurred at least an additional \$11,270.00 in attorneys’ fees seeking written discovery from Defendant Tie Deng, comprising more than 32 hours of attorney time to prepare for and attend a hearing before the Special Master on Mr. Wang’s three motions to compel, draft and argue his successful objections to the decision of the Special Master, analyze and attend to Deng’s compliance with the Court’s order compelling him to answer written discovery, and draft the Motion to Compel and for Contempt *sub judice*.

3. For all the reasons set forth in my April 26, 2022, declaration in support of Mr. Wang’s first Motion to Compel; my June 24, 2022, declaration in support of Mr. Wang’s second Motion to Compel; and my August 1, 2022, declaration in support of Mr. Wang’s third Motion to Compel, and based on my experience and in my opinion, these additional fees of \$11,270.00, in addition to the \$4,550.00 previously incurred, are reasonable, necessary, usual, and customary to litigate the issues presented here. It is my opinion that these fees, totaling \$15,820.00 were reasonable and necessary to conduct discovery in this matter—and, in fact, comprise only a fraction of the more than \$100,000 in attorneys’ fees Mr. Wang has incurred to date litigating Deng’s baseless allegations and claims against him—and are reasonably shifted to Mr. Deng due to his unexcused and inexcusable failure to comply with Texas law, the Texas Rules of Civil Procedure, and orders of this Court that Mr. Deng fully and fairly participate in discovery.

4. Attached hereto as Exhibit A1 is a true and correct copy of Deng's Fifth Amended Responses to Mr. Wang's Request for Disclosure, served on March 1, 2023.

5. Attached hereto as Exhibit A2 is a true and correct copy of Deng's Amended Objections and Responses to Mr. Wang's First Interrogatories, served on March 1, 2023.

6. Attached hereto as Exhibit A3 is a true and correct copy of Deng's original Objections and Responses to Mr. Wang's First Interrogatories, served on March 16, 2022.

7. Attached hereto as Exhibit A4 is a true and correct copy of Deng's counsel's May 3, 2022, correspondence to the Court submitted in connection with Mr. Wang's first Motion to Compel.

8. Attached hereto as Exhibit A5 is a true and correct copy of excerpts of the transcript of the August 30, 2022, discovery hearing before the Court's special master.

9. Attached hereto as Exhibit A6 is a true and correct copy of my March 2023 email exchanges with counsel for Deng regarding the scheduling of Deng's deposition.

10. Attached hereto as Exhibit A7 is a true and correct copy of excerpts of the transcript of the January 25, 2023, motions hearing in this Court.

My name is Shannon A. Lang. My date of birth is April XX, 19XX. My address is 1903 Vermont Street, Houston, Texas, 77019. United States of America. I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, Texas on the 17th day of March, 2023.



Declarant

EXHIBIT A1

Unofficial Copy Office of Marilyn Burges District Clerk

SUSAN MENG, Individually and in Right of Piney Point Homes, LLC	§	IN THE DISTRICT COURT OF
	§	
v.	§	HARRIS COUNTY, TEXAS
	§	
TIE DENG, H-TOWN HOMES, LLC and AKD ENGINEERS, LLC	§	333 rd JUDICIAL DISTRICT

DEFENDANTS' FIFTH AMENDED RESPONSES TO REQUEST FOR DISCLOSURE

TO: All parties.

Defendants TIE DENG, H-TOWN HOMES, LLC and AKD ENGINEERS, LLC serve these Fourth Amended Responses to Request for Disclosure pursuant to Texas Rule of Civil Procedure 194.

(A) The correct names of the parties to the lawsuit;

Defendants believe all parties are correctly named.

(B) The name, address and phone numbers of any potential parties;

None known.

(C) The legal theories and, in general, the factual bases of your claims or defenses;

Defendants generally deny each and every allegation contained in MENG's pleadings. H-TOWN and AKD are not liable in the capacity sued. MENG lacks standing to recover in her individual capacity. MENG has no standing to bring this action in her individual capacity; and MENG's claims are barred in whole or in part as a result. DENG asserts prior breach of contract by MENG. DENG asserts that MENG's claims are barred because he owed her no fiduciary

duty. Defendants assert waiver, unclean hands, offset, failure to mitigate damages, ratification; and, to the extent applicable, statute of limitations. Further, Defendants assert that attorney's fees are not recoverable under CPRC §38.001 from limited liability companies.

DENG has asserted counterclaims against MENG for breach of contract related to consulting work DENG performed on behalf of Piney Point, breach of the Piney Point operating agreement, fraud / fraudulent inducement, declaratory judgment as to the fraudulent and invalid lien asserted against the Eastgrove Property, bad faith, quantum meruit, and unjust enrichment. DENG has also brought counterclaims against MENG seeking access to the Piney Point books and accounts.

DENG, in both is individual capacity and as representative of Piney Point, has brought counterclaims against YONGFU "PAUL" WANG, for causing a fraudulent lien to be filed against real property, declaratory judgment as to the fraudulent and invalid lien asserted against the Eastgrove Property, fraud and tortious interference with an existing contract.

- (D) The amount and any method of calculating economic damages;

DENG is entitled to recover from MENG under quantum meruit, in that services were performed by DENG for the benefit of MENG and Piney Point, with the expectation of payment; and MENG and Piney Point accepted the benefit of DENG's services. The contracted for value of the services provided under the school "management" contract is \$165,000.00. Per the parties' agreement, DENG is entitled to 70%, or \$115,500.00, of the "management" fee as compensation for work performed. To date, DENG has only received \$74,075.00, or 56%, of the agreed-upon fee. As such, MENG and Piney Point have been unjustly enriched by their failure to pay DENG the remaining \$44,716.00 owed for services provided.

Deng seeks recovery of the \$150,000 he invested in Piney Point.

Additionally, the contracted-for value of the services provided under the school “design” contract is \$63,350.00. As a result of services provided by DENG (d/b/a AKD), Meng and Piney Point received income of \$11,220.00. To date, DENG has not been paid any distribution of proceeds. As such, MENG and Piney Point have been unjustly enriched, and DENG is due 32% of the profit or \$3,590.40.

Additionally, DENG contributed a significant amount of “sweat equity” for the benefit of MENG and Piney Point in designing and managing the construction of Piney Point’s initial project and one asset, the Eastgrove Property, which is valued in excess of \$2 million. MENG and Piney Point have been unjustly enriched by failing to compensate DENG for the sweat equity. DENG is entitled to recover the reasonable value of work performed, which is \$150,000.

MENG has squandered the Eastgrove Property, by utilizing it as her personal residence, blocking a valid purchase offer, creating unnecessary expenses, securing a “loan” against it without proper member authorization, encumbering it with an invalid lien, as well as precluding DENG from access to the property. MENG failed to mitigate damages by delaying the marketing and sale of the Eastgrove Property. And MENG conspired with DENG to create unnecessary expenses and intentionally encumbered the property with an invalid lien. As such, DENG has not received any distribution of proceeds from the intended sale of the property, and is entitled to distribution per the terms of Piney Point’s operating agreement.

DENG is entitled to actual damages due to MENG’s breach of the Piney Point operating agreement; e.g., MENG withdrew the balance of funds (\$72,029.00) from the Piney Point bank account and used those funds for her own benefit. DENG is entitled to \$23,049.56, which is 32% of the balance. DENG is also entitled to distribution of proceeds from the sale of the Eastgrove Property according to the terms of Piney Point’s operating agreement. That distribution, and subsequent damages, cannot be calculated until the Court has made a

determination as to the validity of the “loan” agreements and lien conspired by MENG and WANG. DENG contends that he is entitled to at least \$130,261.54 from the sale of the Eastgrove Property.

DENG, individually and on behalf of Piney Point, is entitled to a determination that the “loan” and lien asserted by WANG is invalid. DENG is also entitled to a determination that the September 24, 2016 investor’s agreement supersedes the previously-executed Piney Point operating agreement as to ownership interest, and that DENG and MENG are each 50-percent shareholders.

DENG is entitled to actual and exemplary damages as a result of WANG’s creation and filing of a fraudulent lien. Said damages cannot be calculated until the Court has made a determination as to the validity of the “loan” agreements and lien conspired by MENG and WANG.

DENG has been required to hire an attorney to pursue this claims and seeks recovery of his reasonable attorneys’ fees incurred in this matter pursuant to Chapters 37 and 38 of the Civil Practice & Remedies Code, and Section 101.503 of the Texas Business Organizations Code. To date DENG has incurred attorneys’ fees in excess of \$213,009.01, and said fees continue to accrue.

- (E) The name, address and phone numbers of persons having knowledge of relevant facts, and a brief statement of each person’s connection with the case;

Tie Deng
2827 Lake Colony Drive
Missouri City, Texas 77459
281-606-5568

Defendant

Tie Deng
and/or Custodian of Records
H-Town Homes, LLC
8700 Commerce Park Drive, Suite 116
Houston, Texas 77036
281-606-5568

Defendant

Tie Deng
and/or Custodian of Records
AKD Engineers, LLC
8700 Commerce Park Drive, Suite 116
Houston, Texas 77036
281-606-5568

Defendant

Susan Meng
1 White Pillars Lane
Houston, Texas 77024
Plaintiff

Tie Deng
Susan Meng
and/or Custodian of Records
Piney Point Homes, LLC
5855 Cunningham Road
Houston, Texas 77041
281-606-5568

Member-managed LLC formed by MENG and DENG in 2016.

Yongfu Wang a/k/a Paul Wang
1 White Pillars Lane
Houston, Texas 77024
and/or Custodian of Records

C&W International Fabricators LLC
Centermart International, LLC
5855 Cunningham Road
Houston, Texas 77041

Third-Party Defendant; Plaintiff's husband; provided financing to Piney Point Homes

Marsha Ma
222 Spring Lakes Haven
Spring, Texas 77373
832-480-8129

Former Chairman of Board for Hua Xia Chinese School, Inc.

Jim Hsieh CPA
9800 Richmond Avenue, Suite 520
Houston, Texas 77042
832-444-9398

CPA that prepared PPH tax returns

Julie Zhu
and/or Custodian of Records
Hua Xia Chinese School, Inc.
5925 Sovereign Drive
Houston, Texas 77036
713-541-3339

Current Chairman of Board for Hua Xia Chinese School, Inc., client of Piney Point Homes, H-Town Homes, and AKD Engineers for its Sugarland Campus at 1124 Soldier Field Court, Sugarland, Texas 77479.

Ken "Amy" Deng
21130 Meadow Ash Court
Richmond, Texas 77407
832-573-2035

Defendant Deng's daughter and previous listing real estate agent of the 2607 Eastgrove property.

Bill Erbil
and/or Custodian of Records
World Wide Realty LLC
2323 South Voss Road, Suite 315-C
Houston, Texas 77057
832-986-5836

Real Estate firm Amy Deng worked at when listed the 2607 Eastgrove property.

Edmund Wong
and/or Custodian of Records
Inspired Architecture LLC
22711 Shannon Falls Court
Katy, Texas 77494

Design Architect for Hua Xia Chinese School, Inc. and 2607 Eastgrove projects.

Yi Fan
and/or Custodian of Records
Fang Construction & Consulting, LLC and/or its Custodian(s) of Records
9506 Sandstone Street
Houston, Texas 77036
713-377-0771

Contractor on the 2607 Eastgrove project.

Custodian of Records for
JPMorgan Chase Bank, N.A.
P.O. Box 182051
Columbus, Ohio 43218

Banking Institution used by Piney Point Homes.

Custodian of Records for
Moody National Bank
2302 Post Office
Galveston, Texas 77550

Banking Institution approached by Meng and/or Wang for a Commercial Loan

Christina Yu, CPA
and/or Custodian of Records
S Yu & Associates, PC
8700 Commerce Park Drive, Suite 116
Houston, Texas 77036
832 213-8757

CPA who performed work for Piney Point including 2017 and 2018 tax returns

Jay Bradley
and/or Custodian of Records for
Equinox Realty Group
1980 Post Oak Blvd., Suite 100
Houston, Texas 77056
832 777-3006

Real estate broker appointed by Court to market and sell 2607 Eastgrove Lane property

Jerry Elick
832 722-5649

Superintendent on Hua Xia Chinese School job

Thomas J. Crayton, CPA
Managing member
Crayton & Vilt, CPAs
10701 Corporate Drive, Suite 236
Stafford, Texas 77477

281 343-9555

Expert retained to review the accounting records of Piney Point, H-Town and AKD as they pertain to the allegations made in this lawsuit

- (F) For any testifying expert:
- (1) the expert's name, address and telephone number;
 - (2) the subject matter on which the expert will testify;
 - (3) the general substance of the expert's mental impressions and opinions and a brief summary of the basis for them, or if the expert is not retained by, employed by, or otherwise subject to your control, documents reflecting such information;
 - (4) if the expert is retained by, employed by, or otherwise subject to your control:
 - (A) all documents, tangible things, reports, models, or data compilations that have been provided to, reviewed by, or prepared by or for the expert in anticipation of the expert's testimony; and
 - (B) the expert's current resume and bibliography;

Teri A. Walter

Malinda Mata

Walter Law Firm, PC

1111 North Loop West Suite 1115

Houston, TX 77008

Phone 713 529-2020

Will testify as to the reasonable and necessary attorney's fees incurred by Defendants and as to the reasonableness of those claimed by other parties, if any. Resumes previously produced.

Jennifer Tatum Lee

John M. Shumaker

Connor Lee & Shumaker, PLLC

609 Castle Ridge, Suite 450

Austin, Texas 78746
Phone 512-777-1254

Will testify as to the reasonable and necessary attorney's fees incurred by Defendants and as to the reasonableness of those claimed by other parties, if any. Resumes concurrently produced.

Christina Yu, CPA
S Yu & Associates, PC
8700 Commerce Park Drive, Suite 116
Houston, Texas 77036
832 213-8757

May testify as to the accounting records of Piney Point, specifically the 2017 and 2018 tax returns and her review of the Piney Point banking documents from September 2016 to May 2019. She is expected to testify, based upon her review of the available Piney Point records, that all funds are accounted for. She may also testify as to any other matters within her knowledge and expertise as a CPA. Resume previously produced.

Jay Bradley
Equinox Realty Group
1980 Post Oak Blvd., Suite 100
Houston, Texas 77056
832 777-3006

May testify as to the reasonable value of the 2607 Eastgrove Property. He may also testify as to any other matters within his knowledge and expertise as a real estate broker.

Thomas J. Crayton, CPA
Managing member
Crayton & Vilt, CPAs
10701 Corporate Drive, Suite 236
Stafford, Texas 77477

281 343-9555

May testify as to his review of the accounting records of Piney Point, H-Town and AKD as they pertain to the allegations made in this lawsuit. He is expected to testify, based upon his review of the records, that all funds are accounted for as either income or expenses to Piney Point, or pass-through funds from Huaxia School's construction project. Specifically, he is expected to testify that (a) he did not observe any evidence that funds were siphoned from Piney Point for Deng's personal use; (b) he did not observe any evidence that Deng used Piney Point funds for his companies' projects; (c) he did not observe any evidence that Deng made unauthorized withdrawals of capital from Piney Point's account; (d) he did not observe any evidence that funds from the Huaxia School project were obtained and used for Deng's benefit or personal profit; (e) MENG received a distribution from Piney Point in the amount of \$73,540.

He may also testify as to other matters within his knowledge and expertise as a CPA, and reserves the right to amend or revise his opinions based on his review of available information. Resume previously produced.

(G) Any indemnity and insuring agreements described in Rule 192.3(f);

None.

(H) Any settlement agreements described in Rule 192.3(g);

None.

(I) Any witness statements described in Rule 192.3(h);

None.

- (J) In a suit alleging physical or mental injury and damages from the occurrence that is the subject of the case, all medical records and bills that are reasonably related to the injuries or damages asserted or, in lieu thereof, an authorization permitting the disclosure of such medical records and bills;

Not applicable

- (K) In a suit alleging physical or mental injury and damages from the occurrence that is the subject of the case, all medical records and bills obtained by the responding party by virtue of an authorization furnished by the requesting party;

Not applicable

- (L) The name, address, and telephone number of any person who may be designated as a responsible third party.

None at this time.

Respectfully submitted,

CONNOR LEE & SHUMAKER, PLLC

/s/ John M. Shumaker

Jennifer Tatum Lee

Texas Bar No. 24046950

John M. Shumaker

Texas Bar No. 24033069

609 Castle Ridge Road, Suite 450

Austin, TX 78746

Phone 512-777-1254

Fax 888-587-1134

Jennifer@CLandS.com
John@CLandS.com
ATTORNEYS FOR DEFENDANTS
TIE DENG, H-TOWN HOMES, and
AKD ENGINEERS

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been served on all parties of record in this matter in accordance with TRCP 21a, on the 1st day of March 2023.

/s/ John M. Shumaker

John M. Shumaker

Unofficial Copy Office of Marilyn Burgess District Clerk

EXHIBIT A2

Unofficial Copy Office of Marilyn Burges District Clerk

Cause No. 2019-52133

SUSAN MENG, Individually and in Right of § IN THE DISTRICT COURT OF
Piney Point Homes, LLC §
§
V. § HARRIS COUNTY, TEXAS
§
TIE DENG, H-TOWN HOMES, LLC and §
AKD ENGINEERS, LLC § 333rd JUDICIAL DISTRICT

**THIRD-PARTY PLAINTIFF TIE DENG'S
AMENDED OBJECTIONS AND RESPONSES TO THIRD-PARTY DEFENDANT
YONGFU "PAUL" WANG'S FIRST INTERROGATORIES**

TO: Third-Party Defendant YONGFU "PAUL" WANG, by and through his attorney of record,
Shannon A. Lang of Lang & Associates, 1903 Vermont Street, Houston, Texas 77019.

Third-Party Plaintiff TIE DENG serves these, his Amended Objections and Response to
Third-Party Defendant YONGFU "PAUL" WANG's First Interrogatories.

Respectfully submitted,

CONNOR LEE & SHUMAKER, PLLC

/s/ John M. Shumaker

Jennifer Tatum Lee

Texas Bar No. 24046950

John M. Shumaker

Texas Bar No. 24033069

609 Castle Ridge Road, Suite 450

Austin, TX 78746

Phone 512-777-1254

Fax 888-587-1134

Jennifer@CLandS.com

John@CLandS.com

ATTORNEYS FOR DEFENDANTS
TIE DENG, H-TOWN HOMES, and
AKD ENGINEERS

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been served on all parties of record in this matter in accordance with TRCP 21a, on the 1st day of March 2023.

/s/ John M. Shumaker

John M. Shumaker

Unofficial Copy Office of Marilyn Burges District Clerk

INTERROGATORY NO. 1:

State the describe in detail all communications between You and Yongfu “Paul” Wang concerning, referring to, or related to the operation and management of Piney Point Homes, LLC.

RESPONSE:

WANG was involved in preparation of Piney Point’s operating agreement, Piney Point banking transactions, construction and management of the Eastgrove Property, negotiation of the Huaxia School contracts, and Piney Point shareholder meetings.

Pursuant to Texas Rule of Civil Procedure 197.2(c), Deng identifies DENG000712-714, DENG001607-1612.

Deng has withdrawn his fraud claim with prejudice. To the extent this interrogatory relates to a fraud claim, other than the fraudulent lien claim, this interrogatory is not related to an allegation by Deng in this litigation.

INTERROGATORY NO. 2:

State the describe in detail all communications between You and Yongfu “Paul” Wang concerning, referring to, or related to 2607 Eastgrove property referenced on Page No. 3 of Your Second Amended Counterclaims and Third-Party Petition.

RESPONSE:

WANG was involved in preparation of Piney Point’s operating agreement, Piney Point banking transactions, construction and management of the Eastgrove Property, and Piney Point shareholder meetings.

Pursuant to Texas Rule of Civil Procedure 197.2(c), Deng identifies DENG001607-1612.

DENG did not authorize a securitized note and lien on the Eastgrove property. Such agreement was done without the approval of DENG. Other than the original \$450,000 loan agreement, WANG did not communicate with DENG regarding the loans or security agreements borrowing any further principal amount, nor did DENG authorize any higher interest rate, nor the execution of any promissory note, nor the execution of any corresponding deed of trust. Furthermore, there are issues related to the documentation submitted with the loan, including the payment of over \$11,000 for electricity charges for WANG’s personal residence.

Deng has withdrawn his fraud claim with prejudice. To the extent this interrogatory relates to a fraud claim, other than the fraudulent lien claim, this interrogatory is not related to an allegation by Deng in this litigation.

INTERROGATORY NO. 3:

State and describe in detail the factual bases for Your contention that Yougfu “Paul” Wang “was involved, heavily influencing MENG’s decision and actions in the operation and management of Piney Point,” as stated on Page Nos. 2–3 of Your Second Amended Counterclaims and Third-Party Petition.

RESPONSE:

WANG is married to Plaintiff MENG. WANG was involved in preparation of Piney Point’s operating agreement, Piney Point banking transactions, construction and management of the Eastgrove Property, negotiation of the Huaxia School contracts, and Piney Point shareholder meetings.

INTERROGATORY NO. 4:

State and describe in detail the factual bases for Your contention that “[a]s early as April 2019, if not before, . . . WANG conspired with MENG to foreclose and take title to the 2607 Eastgrove property,” as stated on Page No. 3 of Your Second Amended Counterclaims and Third-Party Petition, including by describing when and how the alleged co-conspirators reached a meeting of the minds on the object of the conspiracy or course of action and all overt acts taken by Wang in pursuit of the object of the conspiracy or course of action.

RESPONSE:

See, e.g., the documents produced herewith concerning the April 2019 Piney Point shareholder meeting; see also the Loan and Security Agreement, Promissory Note and Deed of Trust executed on or about September 14, 2020, and the Supplement to Deed of Trust executed on or about May 17, 2021. Additionally, WANG is married to Plaintiff MENG.

Pursuant to Texas Rule of Civil Procedure 197.2(c), Deng identifies DENG001607-1612.

DENG did not authorize a securitized note and lien on the Eastgrove property. Such agreement was done without the approval of DENG. Other than the original \$450,000 loan agreement, WANG did not communicate with DENG regarding the loans or security agreements borrowing any further principal amount, nor did DENG authorize any higher interest rate, nor the execution of any promissory note, nor the execution of any corresponding deed of trust. Furthermore, there are issues related to the documentation submitted with the loan, including the payment of over \$11,000 for electricity charges for WANG’s personal residence.

Deng has withdrawn his fraud claim with prejudice. To the extent this interrogatory relates to a fraud claim, other than the fraudulent lien claim, this interrogatory is not related to an allegation by Deng in this litigation.

INTERROGATORY NO. 5:

State the total amount of money You contend was provided by Wang to pay for improvements and/or carrying costs for the 2607 Eastgrove property.

RESPONSE:

DENG does not have sufficient information to answer this interrogatory. He has been denied access to the Piney Point property, books and records since April 2019.

Based on the information produced by Mr. Wang, Mr. Wang allegedly provided about \$774,026.31 for improvements and/or carrying costs for the 2607 Eastgrove property. Furthermore, there are issues related to the documentation submitted with the loan, including the payment of over \$11,000 for electricity charges for WANG's personal residence.

INTERROGATORY NO. 6:

State and describe in detail the factual bases for Your contention that the loan provided by Wang in connection with the 2607 Eastgrove property is "invalid" as stated on Page No. 3 of Your Second Amended Counterclaims and Third-Party Petition.

RESPONSE:

The Operating Agreement of Piney Point Homes LLC specifically requires that "any act with an amount of \$10,000.00 (ten thousand US dollars) or above shall be signed with written agreement by all members to be valid." DENG did not sign the Loan and Security Agreement, Promissory Note and Deed of Trust executed on or about September 14, 2020, and the Supplement to Deed of Trust executed on or about May 17, 2021.

INTERROGATORY NO. 7:

State and describe in detail the factual and legal bases for Your contention that "Piney Point and DENG are not liable on the Promissory [sic] Note," as stated on Page No. 4 of Your Second Amended Counterclaims and Third-Party Petition.

RESPONSE:

In addition to reasons provided in response to Interrogatory 6, neither PINEY POINT nor DENG is liable at least because the note is invalid and unenforceable.

The note is invalid and/or unenforceable at least because it was backdated, procured by and through fraud, and the product of a conspiracy between MENG and WANG to fraudulently encumber the properties. Further, the original April 26, 2017, loan in the amount of \$450,000—the only loan bearing DENG's signature—was authorized only on the condition that the interest rate not exceed six percent APR and it imposed no further obligations. DENG did not authorize borrowing any further principal amount, nor did DENG authorize any higher interest rate, nor

the execution of any promissory note, nor the execution of any corresponding deed of trust. DENG did not agree to securitize any loan from WANG.

Furthermore, the Promissory Note includes fraudulent reimbursement of \$11,091.24 for electricity charges related to the private residence of Susan Meng and Paul Wang.

The note is also invalid and/or unenforceable because it is void ab initio, or in the alternative, it is voidable, because it is ultra vires and contravenes the express terms of the Operating Agreement at page 8, Article VIII, § C (“All Necessary Acts”).

INTERROGATORY NO. 8:

State and describe in detail the factual bases for Your contention that Wang “entered into a Loan and Security Agreement, a Promissory Note . . . , and Deed of Trust . . . with knowledge that said documents . . . were invalid,” as stated on Page No. 6 of Your Second Amended Counterclaims and Third-Party Petition, including by describing the factual bases for Your contention regarding Wang’s “knowledge.”

RESPONSE:

The Operating Agreement of Piney Point Homes LLC specifically requires that “any act with an amount of \$10,000.00 (ten thousand US dollars) or above shall be signed with written agreement by all members to be valid.” WANG was involved with preparation of the operating agreement and is therefore familiar with the terms contained therein. WANG is claiming a lien on Piney Point’s assets based on “loan” documents not signed by DENG.

WANG knew the documents were invalid at least because they were backdated, procured by and through fraud, and the product of a conspiracy between MENG and WANG to fraudulently encumber the properties. Further, the original April 26, 2017, loan in the amount of \$450,000—the only loan bearing DENG’s signature—was authorized only on the condition that the interest rate not exceed six percent APR and it imposed no further obligations. DENG did not authorize borrowing any further principal amount, nor did DENG authorize any higher interest rate, nor the execution of any promissory note, nor the execution of any corresponding deed of trust. Furthermore, the Promissory Note includes reimbursement of \$11,091.24 for electricity charges related to the private residence of Susan Meng and Paul Wang. DENG did not agree to securitize any loan from WANG.

Moreover the documents contravene the Operating Agreement’s express requirement that “any act with an amount of \$10,000.00 (ten thousand US dollars) or above shall be signed with written agreement by all members to be valid.” Operating Agreement at page 8, Article VIII, § C (“All Necessary Acts”).

Neither MENG nor WANG nor any of their agents notified DENG of the “loan” between MENG

and WANG.

INTERROGATORY NO. 9:

State and describe in detail the factual bases for Your contention that Wang “caused [] documents to be recorded in the real property records of Harris County, Texas, with knowledge that they recorded a fraudulent lien and/or claim against real property,” as stated on Page No. 6 of Your Second Amended Counterclaims and Third-Party Petition, including by describing the factual bases for Your contention regarding Wang’s “knowledge” and why the alleged documents are “fraudulent.”

RESPONSE:

The Operating Agreement of Piney Point Homes LLC specifically requires that “any act with an amount of \$10,000.00 (ten thousand US dollars) or above shall be signed with written agreement by all members to be valid.” WANG was involved with preparation of the operating agreement and is therefore familiar with the terms contained therein. DENG was not notified of the “loan” and his signature is not on the documents. WANG is claiming a lien on Piney Point’s assets based on “loan” documents not signed by DENG.

WANG knew the documents were invalid at the time they were recorded at least because they were backdated, procured by and through fraud, and the product of a conspiracy between MENG and WANG to fraudulently encumber the properties. Further, the original April 26, 2017, loan in the amount of \$450,000—the only loan bearing DENG’s signature—was authorized only on the condition that the interest rate not exceed six percent APR and it imposed no further obligations. DENG did not authorize borrowing any further principal amount, nor did DENG authorize any higher interest rate, nor the execution of any promissory note, nor the execution of any corresponding deed of trust. Furthermore, the Promissory Note includes reimbursement of \$11,091.24 for electricity charges related to the private residence of Susan Meng and Paul Wang. DENG did not agree to securitize any loan from WANG.

Moreover the documents contravene the Operating Agreement’s express requirement that “any act with an amount of \$10,000.00 (ten thousand US dollars) or above shall be signed with written agreement by all members to be valid.” Operating Agreement at page 8, Article VIII, § C (“All Necessary Acts”).

Neither MENG nor WANG nor any of their agents notified DENG of the “loan” between MENG and WANG.

INTERROGATORY NO. 10:

State and describe in detail the factual bases for Your contention that Wang “caused [] documents to be recorded in the real property records of Harris County, Texas, . . . with the intent to cause DENG financial injury, mental anguish or emotional distress,” as stated on Page No. 6 of Your Second Amended Counterclaims and Third-Party Petition, including by describing the factual bases for Your contention regarding Wang’s “intent.”

RESPONSE:

WANG made clear, as early as April 2019, his intent to take the property to the exclusion of DENG.

WANG intended to cause financial injury at the time the documents were recorded at least because they were backdated, procured by and through fraud, and the product of a conspiracy between MENG and WANG to fraudulently encumber the properties. Further, the original April 26, 2017, loan in the amount of \$450,000—the only loan bearing DENG’s signature—was authorized only on the condition that the interest rate not exceed six percent APR and it imposed no further obligations. DENG did not authorize borrowing any further principal amount, nor did DENG authorize any higher interest rate, nor the execution of any promissory note, nor the execution of any corresponding deed of trust. Furthermore, the Promissory Note includes reimbursement of \$11,091.24 for electricity charges related to the private residence of Susan Meng and Paul Wang. DENG did not agree to securitize any loan from WANG.

DENG suffered damages at least from the higher interest rate in the security agreement (10%), from the improper inclusion of electricity payments for the personal residence of WANG, and from the expense of attorney fees and costs in defending this lawsuit.

Moreover, the documents contravene the Operating Agreement’s express requirement that “any act with an amount of \$10,000.00 (ten thousand US dollars) or above shall be signed with written agreement by all members to be valid.” Operating Agreement at page 8, Article VIII, § C (“All Necessary Acts”).

Neither MENG nor WANG nor any of their agents notified DENG of the “loan” between MENG and WANG.

INTERROGATORY NO. 11:

State and describe in detail the factual bases for Your contention that Wang “willfully and intentionally interfered with the [Operating Agreement for Piney Point,” as stated on Page Nos. 6–7 of Your Second Amended Counterclaims and Third-Party Petition.

RESPONSE:

See, e.g., the responses to interrogatories 6, 7, 8, 9 and 10.

WANG willfully and intentionally interfered with the Operating Agreement for Piney Point at least because the documents he used were willfully and intentionally backdated (misconduct that cannot have been accidental); procured by and through willful, intentional, financially-motivated fraud; and the product of a clear conspiracy between MENG and WANG to fraudulently encumber the properties in connection with which DENG rendered valuable services for which payment is past due. Further, the original April 26, 2017, loan in the amount of \$450,000—the only loan bearing DENG’s signature—was authorized only on the condition that the interest rate not exceed six percent APR and it imposed no further obligations. DENG did not authorize borrowing any further principal amount, nor did DENG authorize any higher interest rate, nor the execution of any promissory note, nor the execution of any corresponding deed of trust.

Moreover, the fraudulent documents used by MENG and WANG contravene the Operating Agreement’s express requirement that “any act with an amount of \$10,000.00 (ten thousand US dollars) or above shall be signed with written agreement by all members to be valid.” Operating Agreement at page 8, Article VIII, § C (“All Necessary Acts”).

The willful and intentional nature of WANG’s interference is further evidenced by the fact that both MENG and WANG expressly concealed the existence of the “loan” between MENG and WANG.

Discussions with counsel of WANG are ongoing and continuing in an effort to resolve the disputes between the parties.

INTERROGATORY NO. 12:

State and describe in detail the factual bases for Your contention that Wang “caus[ed] invalid [documents] to be executed and filed among the Harris County, Texas property records,” as stated on Page Nos. 6–7 of Your Second Amended Counterclaims and Third-Party Petition, including by describing all actions You contend Wang took to “cause” the documents to be “executed and filed.”

RESPONSE:

WANG caused invalid documents to be executed and filed at least because they inure to WANG’s benefit, they were backdated, they procured by and through fraud, and they were the product of a conspiracy between MENG and WANG to fraudulently encumber the properties. Further, the original April 26, 2017, loan in the amount of \$450,000—the only loan bearing DENG’s signature—was authorized only on the condition that the interest rate not exceed six

percent APR and it imposed no further obligations. DENG did not authorize borrowing any further principal amount, nor did DENG authorize any higher interest rate, nor the execution of any promissory note, nor the execution of any corresponding deed of trust. Furthermore, the Promissory Note includes reimbursement of \$11,091.24 for electricity charges related to the private residence of Susan Meng and Paul Wang.

Moreover, the documents contravene the Operating Agreement's express requirement that "any act with an amount of \$10,000.00 (ten thousand US dollars) or above shall be signed with written agreement by all members to be valid." Operating Agreement at page 8, Article VIII, § C ("All Necessary Acts").

Neither MENG nor WANG nor any of their agents notified DENG of the "loan" between MENG and WANG.

INTERROGATORY NO. 13:

State and describe in detail the factual bases for Your contention that Wang "influenc[ed] MENG to unilaterally assume sole management of Piney Point[,] block DENG's access to Piney Point's accounts/records, transfer funds from the Piney Point bank account to her personal account[,] refuse DENG access to Piney Point's 2607 Eastgrove Lane property, block attempts to market and sell the 2607 Eastgrove property[,] and utilize the property for her sole benefit," as stated on Page No. 7 of Your Second Amended Counterclaims and Third-Party Petition, including by describing all actions You contend Wang took to "influence" Meng to do each such thing.

RESPONSE:

WANG is married to MENG. MENG took multiple actions in violation of the Operating Agreement of Piney Point Homes LLC which harmed DENG and Piney Point, and benefitted herself and WANG.

Deng has withdrawn his fraud claim with prejudice. To the extent this interrogatory relates to a fraud claim, other than the fraudulent lien claim, this interrogatory is not related to an allegation by Deng in this litigation.

INTERROGATORY NO. 14:

State and describe in detail the factual bases for Your contention that Wang "willfully and intentionally interfered with the [Operating Agreement for Piney Point] by inducing DENG to invest in and build the 2607 Eastgrove property," as stated on Page No. 7 of Your Second Amended Counterclaims and Third-Party Petition, including by describing all actions and communications by Wang to "induce" You.

RESPONSE:

WANG is married to MENG. WANG was involved in all the meetings concerning Piney Point and the Eastgrove property. MENG took multiple actions in violation of the Operating Agreement of Piney Point Homes LLC which harmed DENG and Piney Point, and benefitted herself and WANG.

Deng has withdrawn his fraud claim with prejudice. To the extent this interrogatory relates to a fraud claim, other than the fraudulent lien claim, this interrogatory is not related to an allegation by Deng in this litigation.

INTERROGATORY NO. 15:

State and describe in detail all “financial injury” and/or “actual damages and/or loss” You claim to have suffered as a result of Wang’s alleged wrongdoing and describe how You have calculated such “financial injury” and/or “actual damages and/or loss.”

RESPONSE:

Deng has suffered financial injury from Wang’s wrongdoing, including at least charges for electricity usage for WANG’s personal residence in the amount of at least \$11,081.24 and unnecessary attorney fees for defending this baseless lawsuit.

INTERROGATORY NO. 16:

State and describe in detail the factual bases for Your contention that You have suffered “mental anguish or emotional distress” as a result of Wang’s alleged wrongdoing and describe all treatment You have sought and/or received for such “mental anguish or emotional distress,” including by Identifying all of Your mental health treatment providers.

RESPONSE:

DENG has endured the emotional distress of being kicked out of a company in which he is an owner; watching the only assets of the company be intentionally taken; dragged through a baseless lawsuit; harassed by opposing counsel; required to defend baseless personal claims of “theft”; and forced to expend countless dollars in legal fees. As MENG’s husband and partner, WANG has been intimately involved in all of the decisions causing DENG to suffer said trauma. Deng has had difficulty sleeping as a result of the emotional distress caused by Wang and Meng. There are currently no treatment providers but if Deng seeks treatment, this response will be supplemented.

Deng is not seeking damages for mental anguish or emotional distress.

INTERROGATORY NO. 17:

State and describe the factual bases for Your contention that Wang is liable for exemplary damages as stated on Page No. 9 of Your Second Amended Counterclaims and Third-Party Petition.

RESPONSE:

Deng is seeking exemplary damages based on the fraudulent lien claim.

WANG caused invalid documents to be executed and filed at least because they inure to WANG's benefit, they were backdated, they procured by and through fraud, and they were the product of a conspiracy between MENG and WANG to fraudulently encumber the properties. Further, the original April 26, 2017, loan in the amount of \$450,000—the only loan bearing DENG's signature—was authorized only on the condition that the interest rate not exceed six percent APR and it imposed no further obligations. DENG did not authorize borrowing any further principal amount, nor did DENG authorize any higher interest rate, nor the execution of any promissory note, nor the execution of any corresponding deed of trust. Furthermore, the Promissory Note includes reimbursement of \$11,091.24 for electricity charges related to the private residence of Susan Meng and Paul Wang.

Moreover, the documents contravene the Operating Agreement's express requirement that "any act with an amount of \$10,000.00 (ten thousand US dollars) or above shall be signed with written agreement by all members to be valid." Operating Agreement at page 8, Article VIII, § C ("All Necessary Acts").

INTERROGATORY NO. 18:

State and describe in detail the terms of engagement between You and each attorney for whose services You seek recovery from Wang, as stated on Page No. 8 of Your Second Amended Counterclaims and Third-Party Petition, and state all fees You have incurred and are liable to pay to each such attorney.

RESPONSE:

DENG was required to retain the Derek Loetzerich, the Walter Law Firm, P.C., and Connor Lee & Shumaker, PLLC. See the Contract for Employment with the Walter Law Firm, P.C. produced with this amended response. Deng has paid Derek Loetzerich at least \$4,324.85 in fees in this matter. Deng has paid the Walter Law Firm, P.C. at least \$213,009.01 in fees in this matter. Deng has recently retained Connor Lee & Shumaker, PLLC as counsel and has not yet received an invoice for their services. As attorney fees are continuing to accrue, it is impossible to provide an accurate response as to the amount of attorney fees for the future but Deng will supplement this answer prior to trial. The engagement agreements for each of these law firms is an hourly agreement based on payment of time and expenses. Deng reserves the

right to produce invoices from Connor Lee & Shumaker and the Walter Law Firm.

INTERROGATORY NO. 19:

State and describe in detail how You contend the proceeds from the sale of the 2607 Eastgrove property should be distributed, including by Identifying each recipient of any of the proceeds and the amount You contend each recipient should receive, and describe the factual and legal bases for Your contention(s).

RESPONSE:

The Eastgrove property was the sole asset of Piney Point Homes LLC at the time of the sale. Any proceeds should be distributed in accordance with the terms of the Operating Agreement of Piney Point Homes LLC.

Mr. Deng is owed \$130,261.54 from the sale of the Eastgrove property. The house sale proceeds netted \$1,366,328.77. The expenses for the house were \$959,261.47 (\$450,000 loan), \$260,236.79 (2nd loan less amount paid on behalf of Meng/Wang personal residence), \$58,485.92, \$5,303.60, and \$185,235.16 (interest)). The profit from this sale is \$407,067.30. Mr. Deng is entitled to 32% of the profit or \$130,261.54. Susan Meng is entitled to 68% of the profit or \$276,805.77.

DENG understands that the claims and amounts at issue are disputed and subject to the rulings to be made on the claims by the parties and the assets of Piney Point. The exact amounts of the house sale proceeds and respective expenses may change, thus the profit due to DENG and MENG are subject to change.

VERIFICATION

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned notary public, on this day personally appeared TIE DENG, whose name is subscribed to the foregoing instrument, who after being duly sworn, stated upon his oath:

I am over the age of 18 and am fully competent and authorized to testify to the matters herein. I have read the foregoing Amended Objections and Responses to Third-Party Defendant YONGFU "PAUL" WANG's First Interrogatories, and that they are true and correct based on my personal knowledge and upon a reasonable investigation of documents produced in this case.

Tie Deng 03/02/2023
Tie Deng

SUBSCRIBED AND SWORN TO BEFORE ME on this the 2nd day of March 2023, certify to which, witness my hand and seal of office.

Samantha Walsh
Notary Public in and for the State of Texas
Notarized online using audio-video communication

Notary Seal:
My Commission Expires:



Unofficial Copy Office of Marilyn Purdy District Clerk

EXHIBIT A3

Unofficial Copy Office of Marilyn Burges District Clerk

SUSAN MENG, Individually and in Right of § IN THE DISTRICT COURT OF
Piney Point Homes, LLC §
§
V. § HARRIS COUNTY, TEXAS
§
TIE DENG, H TOWN HOMES, LLC and §
AKD ENGINEERS, LLC § 333rd JUDICIAL DISTRICT

**THIRD-PARTY PLAINTIFF TIE DENG'S
OBJECTIONS AND RESPONSES TO THIRD-PARTY DEFENDANT
YONGFU "PAUL" WANG FIRST INTERROGATORIES**

TO: Third Party Defendant YONGFU "PAUL" WANG, by and through his attorney of record,
Shannon A. Lang of Lang & Associates, 1903 Vermont Street, Houston, Texas 77019.

Third Party Plaintiff TIE DENG ("DENG") serves this, his Objections and Response to Third
Party Defendant YONGFU "PAUL" WANG's First Interrogatories.

Respectfully submitted,

WALTER LAW FIRM, P.C.

/s/ Malinda Mata

TERI A. WALTER
Texas Bar No. 20815100
MALINDA MATA
Texas Bar No. 24047079
1111 North Loop West Suite 1115
Houston, TX 77008
Phone 713 529 2020
Fax 713 529 2266
twalter@prevaillawyers.com
mmata@prevaillawyers.com
ATTORNEYS FOR DEFENDANTS
TIE DENG, H TOWN HOMES, and
AKD ENGINEERS

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been served on all parties of record in this matter in accordance with TRCP 21a, on the 16th day of March 2022.

/s/ Malinda Mata

MALINDA MATA

Unofficial Copy Office of Marilyn Burgess District Clerk

INTERROGATORY NO. 1:

State the describe in detail all communications between You and Yongfu “Paul” Wang concerning, referring to, or related to the operation and management of Piney Point Homes. LLC.

RESPONSE:

DENG objects to this request as overly broad, not reasonably limited in time and/or scope, and unduly burdensome. DENG further objects in that the request is more appropriately sought by taking the oral deposition of the witness.

Subject to the objections and without waiving same, DENG states: WANG was involved in preparation of Piney Point’s operating agreement, Piney Point banking transactions, construction and management of the Eastgrove Property, negotiation of the Huaxia School contracts, and Piney Point shareholder meetings.

INTERROGATORY NO. 2:

State the describe in detail all communications between You and Yongfu “Paul” Wang concerning, referring to, or related to 2607 Eastgrove property referenced on Page No. 3 of Your Second Amended Counterclaims and Third Party Petition.

RESPONSE:

DENG objects to this request as overly broad, not reasonably limited in time and/or scope, and unduly burdensome. DENG further objects in that the request is more appropriately sought by taking the oral deposition of the witness.

Subject to the objections and without waiving same, DENG states: WANG was involved in preparation of Piney Point’s operating agreement, Piney Point banking transactions, construction and management of the Eastgrove Property, and Piney Point shareholder meetings.

INTERROGATORY NO. 3:

State and describe in detail the factual bases for Your contention that Yougfu “Paul” Wang “was involved, heavily influencing MENG’s decision and actions in the operation and management of Piney Point,” as stated on Page Nos. 2–3 of Your Second Amended Counterclaims and Third Party Petition.

RESPONSE:

WANG is married to Plaintiff MENG. WANG was involved in preparation of Piney Point’s operating agreement, Piney Point banking transactions, construction and management of the Eastgrove Property, negotiation of the Huaxia School contracts, and Piney Point shareholder meetings.

INTERROGATORY NO. 4:

State and describe in detail the factual bases for Your contention that “[a]s early as April 2019, if not before, . . . WANG conspired with MENG to foreclose and take title to the 2607 Eastgrove property,” as stated on Page No. 3 of Your Second Amended Counterclaims and Third Party Petition, including by describing when and how the alleged co conspirators reached a meeting of the minds on the object of the conspiracy or course of action and all overt acts taken by Wang in pursuit of the object of the conspiracy or course of action.

RESPONSE:

DENG objects to this request as overly broad and unduly burdensome. DENG objects in that the request is more appropriately sought by taking the oral deposition of the witness. DENG further objects on the basis that this request calls for a legal conclusion.

Subject to the objections and without waiving same, DENG states: *see, e.g.*, the documents produced herewith concerning the April 2019 Piney Point shareholder meeting; *see also* the Loan and Security Agreement, Promissory Note and Deed of Trust executed on or about September 14, 2020, and the Supplement to Deed of Trust executed on or about May 17, 2021. Additionally, WANG is married to Plaintiff MENG.

INTERROGATORY NO. 5:

State the total amount of money You contend was provided by Wang to pay for improvements and/or carrying costs for the 2607 Eastgrove property.

RESPONSE:

DENG does not have sufficient information to answer this interrogatory. He has precluded from having access to the Piney Point property, books and records as of April 2019.

INTERROGATORY NO. 6:

State and describe in detail the factual bases for Your contention that the loan provided by Wang in connection with the 2607 Eastgrove property is “invalid” as stated on Page No. 3 of Your Second Amended Counterclaims and Third Party Petition.

RESPONSE:

The Operating Agreement of Piney Point Homes LLC specifically requires that “any act with an amount of \$10,000.00 (ten thousand US dollars) or above shall be signed with written agreement by all members to be valid.” DENG did not sign the Loan and Security Agreement, Promissory Note and Deed of Trust executed on or about September 14, 2020, and the Supplement to Deed of Trust executed on or about May 17, 2021.

INTERROGATORY NO. 7:

State and describe in detail the factual and legal bases for Your contention that “Piney Point and DENG are not liable on the Promissary [sic] Note,” as stated on Page No. 4 of Your Second Amended Counterclaims and Third Party Petition.

RESPONSE:

DENG objects to this request as overly broad and calls for a legal conclusion. Subject to the objections and without waiving same, see response to Interrogatory 6.

INTERROGATORY NO. 8:

State and describe in detail the factual bases for Your contention that Wang “entered into a Loan and Security Agreement, a Promissory Note . . . , and Deed of Trust . . . with knowledge that said documents . . . were invalid,” as stated on Page No. 6 of Your Second Amended Counterclaims and Third Party Petition, including by describing the factual bases for Your contention regarding Wang’s “knowledge.”

RESPONSE:

DENG objects to this request as overly broad, requires defendant to marshal all available evidence, and calls for a legal conclusion.

Subject to the objections and without waiving same: the Operating Agreement of Piney Point Homes LLC specifically requires that “any act with an amount of \$10,000.00 (ten thousand US dollars) or above shall be signed with written agreement by all members to be valid.” WANG was involved with preparation of the operating agreement and is therefore familiar with the terms contained therein. WANG is claiming a lien on Piney Point’s assets based on “loan” documents not signed by DENG.

INTERROGATORY NO. 9:

State and describe in detail the factual bases for Your contention that Wang “caused [] documents to be recorded in the real property records of Harris County, Texas, with knowledge that they recorded a fraudulent lien and/or claim against real property,” as stated on Page No. 6 of Your Second Amended Counterclaims and Third Party Petition, including by describing the factual bases for Your contention regarding Wang’s “knowledge” and why the alleged documents are “fraudulent.”

RESPONSE:

DENG objects to this request as overly broad, requires defendant to marshal all available evidence, and calls for a legal conclusion. Subject to the objections and without waiving same: the Operating Agreement of Piney Point Homes LLC specifically requires that “any act with an amount of \$10,000.00 (ten thousand US dollars) or above shall be signed with written agreement

by all members to be valid.” WANG was involved with preparation of the operating agreement and is therefore familiar with the terms contained therein. DENG was not notified of the “loan” and his signature is not on the documents. WANG is claiming a lien on Piney Point’s assets based on “loan” documents not signed by DENG.

INTERROGATORY NO. 10:

State and describe in detail the factual bases for Your contention that Wang “caused [] documents to be recorded in the real property records of Harris County, Texas, . . . with the intent to cause DENG financial injury, mental anguish or emotional distress,” as stated on Page No. 6 of Your Second Amended Counterclaims and Third Party Petition, including by describing the factual bases for Your contention regarding Wang’s “intent.”

RESPONSE:

DENG objects to this request as overly broad, requires defendant to marshal all available evidence, and calls for a legal conclusion. Subject to the objections and without waiving same: WANG made clear, as early as April 2019, his intent to take the property to the exclusion of DENG.

INTERROGATORY NO. 11:

State and describe in detail the factual bases for Your contention that Wang “willfully and intentionally interfered with the [Operating Agreement for Piney Point,” as stated on Page Nos. 6–7 of Your Second Amended Counterclaims and Third Party Petition.

RESPONSE:

DENG objects to this request as overly broad, requires defendant to marshal all available evidence, and calls for a legal conclusion. Subject to the objections and without waiving same: see, e.g., the responses to interrogatories 6, 7, 8, 9 and 10.

INTERROGATORY NO. 12:

State and describe in detail the factual bases for Your contention that Wang “caus[ed] invalid [documents] to be executed and filed among the Harris County, Texas property records,” as stated on Page Nos. 6–7 of Your Second Amended Counterclaims and Third Party Petition, including by describing all actions You contend Wang took to “cause” the documents to be “executed and filed.”

RESPONSE:

DENG objects to this request as overly broad, requires defendant to marshal all available evidence, and calls for a legal conclusion. DENG further objects in that this request is duplicative of interrogatories 9 and 10.

INTERROGATORY NO. 13:

State and describe in detail the factual bases for Your contention that Wang “influenc[ed] MENG to unilaterally assume sole management of Piney Point[,] block DENG’s access to Piney Point’s accounts/records, transfer funds from the Piney Point bank account to her personal account[,] refuse DENG access to Piney Point’s 2607 Eastgrove Lane property, block attempts to market and sell the 2607 Eastgrove property[,] and utilize the property for her sole benefit,” as stated on Page No. 7 of Your Second Amended Counterclaims and Third Party Petition, including by describing all actions You contend Wang took to “influence” Meng to do each such thing.

RESPONSE:

DENG objects to this request as overly broad, harassing, overly burdensome, vague and confusing as worded, requires defendant to marshal all available evidence, and calls for a legal conclusion. DENG further objects in that the request is more appropriately sought by taking the oral deposition of the witness.

Subject to the objections and without waiving same, DENG states: WANG is married to MENG. MENG took multiple actions in violation of the Operating Agreement of Piney Point Homes LLC which harmed DENG and Piney Point, and benefitted herself and WANG.

INTERROGATORY NO. 14:

State and describe in detail the factual bases for Your contention that Wang “willfully and intentionally interfered with the [Operating Agreement for Piney Point] by inducing DENG to invest in and build the 2607 Eastgrove property,” as stated on Page No. 7 of Your Second Amended Counterclaims and Third Party Petition, including by describing all actions and communications by Wang to “induce” You.

RESPONSE:

DENG objects to this request as overly broad, harassing, overly burdensome, vague and confusing as worded, requires defendant to marshal all available evidence, and calls for a legal conclusion. DENG further objects in that the request is more appropriately sought by taking the oral deposition of the witness.

Subject to the objections and without waiving same, DENG states: WANG is married to MENG. WANG was involved in all the meetings concerning Piney Point and the Eastgrove property. MENG took multiple actions in violation of the Operating Agreement of Piney Point Homes LLC which harmed DENG and Piney Point, and benefitted herself and WANG.

INTERROGATORY NO. 15:

State and describe in detail all “financial injury” and/or “actual damages and/or loss” You claim to have suffered as a result of Wang’s alleged wrongdoing and describe how You have calculated such “financial injury” and/or “actual damages and/or loss.”

RESPONSE:

DENG objects to this request as overly broad, harassing, overly burdensome, vague, requires defendant to marshal all available evidence, and calls for a legal conclusion. DENG further objects in that the request is more appropriately addressed as a disclosure request pursuant to Texas Rule of Civil Procedure 194.

INTERROGATORY NO. 16:

State and describe in detail the factual bases for Your contention that You have suffered “mental anguish or emotional distress” as a result of Wang’s alleged wrongdoing and describe all treatment You have sought and/or received for such “mental anguish or emotional distress,” including by identifying all of Your mental health treatment providers.

RESPONSE:

DENG objects to this request as overly broad, harassing, overly burdensome, vague, requires defendant to marshal all available evidence, and calls for a legal conclusion. DENG further objects in that the request is more appropriately sought by taking the oral deposition of the witness.

Subject to the objections and without waiving same, DENG states: there are no providers.

INTERROGATORY NO. 17:

State and describe the factual bases for Your contention that Wang is liable for exemplary damages as stated on Page No. 9 of Your Second Amended Counterclaims and Third Party Petition.

RESPONSE:

DENG objects to this request as overly broad, harassing, overly burdensome, vague, requires defendant to marshal all available evidence, and calls for a legal conclusion.

INTERROGATORY NO. 18:

State and describe in detail the terms of engagement between You and each attorney for whose services You seek recovery from Wang, as stated on Page No. 8 of Your Second Amended Counterclaims and Third Party Petition, and state all fees You have incurred and are liable to pay to each such attorney.

RESPONSE:

DENG objects to this request as overly broad, harassing, overly burdensome, and requires defendant to marshal all available evidence. DENG further objects in that the request is more appropriately addressed as a disclosure request pursuant to Texas Rule of Civil Procedure 194.

Subject to the objections and without waiving same, DENG states: DENG was required to retain the Derek Loetzerich, and the Walter Law Firm, P.C. See the Contract for Employment with the Walter Law Firm, P.C. produced herein.

INTERROGATORY NO. 19:

State and describe in detail how You contend the proceeds from the sale of the 2607 Eastgrove property should be distributed, including by identifying each recipient of any of the proceeds and the amount You contend each recipient should receive, and describe the factual and legal bases for Your contention(s).

RESPONSE:

DENG objects to this request as overly broad, harassing, overly burdensome, and requires defendant to marshal all available evidence. DENG further objects in that the request calls for a legal conclusion.


Subject to the objections and without waiving same, DENG states: the Eastgrove property was the sole asset of Piney Point Homes LLC at the time of the sale. Any proceeds should be distributed in accordance with the terms of the Operating Agreement of Piney Point Homes LLC.

Unofficial Copy Office of Marilyn Burgess District Clerk

VERIFICATION

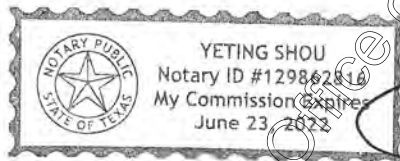
THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

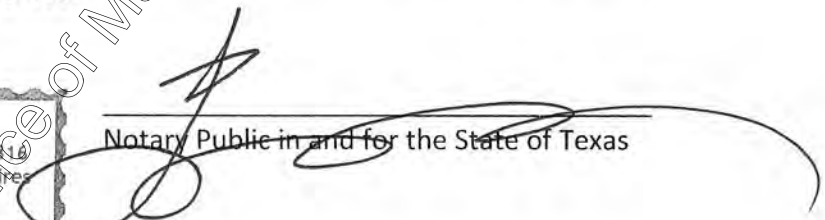
BEFORE ME, the undersigned notary public, on this day personally appeared TIE DENG, whose name is subscribed to the foregoing instrument, who after being duly sworn, stated upon his oath that he has read the foregoing Objections and Responses to Interrogatories, and that they are within his personal knowledge and that they are true and correct.



Tie Deng

SUBSCRIBED AND SWORN TO BEFORE ME on this the 17th day of March 2022, certify to which, witness my hand and seal of office.





Notary Public in and for the State of Texas

Unofficial Copy Office of Maitlyn Burgess District Clerk

EXHIBIT A4

Unofficial Copy Office of Marilyn Burges District Clerk

WALTER LAW FIRM, P.C.
1111 North Loop West Suite 1115
Houston, Texas 77008

MALINDA MATA
ATTORNEY

Phone 713 529-2020
Direct 832 831 9802
Fax 713 529-2266
mmata@prevaillawyers.com

May 3, 2022

Via e-file

The Honorable Brittanye Morris
333rd Civil Court
Harris County Civil Courthouse
201 Caroline, 14th Floor
Houston, Texas 77002

Re: *Susan Meng v. Tie Deng, et al*; Cause No. 2019-52133; In the 333rd District Court;
Harris County, Texas.

Dear Judge Morris:

On behalf of Defendant/Third-Party Plaintiff Tie Deng ("DENG"), please accept this supplemental letter of opposition in response to the April 29, 2022 letter from counsel for Third-Party Defendant Yongfu "Paul" Wang ("WANG").

In response to the allegations, yet again, that I am lying, I offer for your review confirmation from the trial coordinator in the 55th, that *Alain Boueri Enterprises, LLC v. GAP Painting & Construction*, Cause No. 2019-18006, was fifth (5th) on the jury-trial docket for the two-week period beginning April 5, 2022. (See Exhibit 1, Email from Justin Fitzgerald, May 3, 2022). *Alain Boueri* is a case for which I am responsible for our firm, and I will try as lead counsel. Our instructions were to be prepared and ready to go for trial. See *id.*

Preparations for the *Alain Bueri* trial did not cause a need to request an extension of counsel's April 22nd deadline; however, the power-outage in our building did. Ms. Lang's response to that request is well documented already. Nonetheless, we were able to provide amended/supplemented discovery within two business days of the demanded deadline.

The objections contained in the amended discovery responses (both interrogatories and request for production) go to the format of the questions and are designed to protect our client. We have withheld no information; we have no additional information to produce.

Our client, Tie Deng, may be able to elaborate on factual details as to the relationship, communications and interactions between himself, Plaintiff MENG and her husband WANG. Those details would need to be developed in a deposition setting. We have offered his deposition for that purpose.

Despite my reluctance to participate in another deposition with these opposing counsel, we will do so if necessary. I suspect counsel do not wish to depose Mr. Deng again because he did not have a translator available to assist him (before our firm was retained), and they do not wish to undo any of the testimony obtained by virtue of misunderstanding and translation issues in the earlier deposition.

Once again, I respectfully request that the Court deny WANG's motion to compel because we simply do not have any additional documents to produce. If anything further is identified, it will be produced.

Sincerely,



Malinda Mata

cc: All counsel via e-service

Unofficial Copy Office of Marilyn Burgess District Clerk

EXHIBIT A5

Unofficial Copy Office of Marilyn Burges District Clerk

CAUSE NO. 2019-52133

SUSAN MENG, Individually)	IN THE DISTRICT COURT OF
and in Right of PINEY)	
POINT HOMES, LLC)	
)	
V.)	HARRIS COUNTY, TEXAS
)	
TIE DENG, H-TOWN HOMES,)	
LLC and AKD ENGINEERS,)	
LLC)	333rd JUDICIAL DISTRICT

HEARING BEFORE SPECIAL MASTER

AUGUST 30, 2022

A HEARING BEFORE SPECIAL MASTER was taken in the above-styled and numbered cause on August 30, 2022, from 10:00 AM to 11:20 AM, before Sara T. Green, CSR, in and for the State of Texas, reported by computerized stenotype machine, at the offices of Mills Mediation, 1001 McKinney, Suite 560, Houston, Texas, pursuant to the Texas Rules of Civil Procedure.

APPEARANCES

SPECIAL MASTER:

MR. M.A. "MICKEY" MILLS
Mills Mediation
1001 McKinney, Suite 560
Houston, Texas 77002
T: 713.882.4915
mickey@millsmediation.com

FOR THE PLAINTIFFS:

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Renshaw PC
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justin@renshaw-law.com

FOR THE DEFENDANTS:

MS. MALINDA MATA
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F: 713.529.2266
mmata@prevaillawyers.com

FOR THE THIRD PARTY DEFENDANT/CROSS-& THIRD PARTY
PLAINTIFF, YONGFU "PAUL" WANG:

MS. SHANNON A. LANG
Lang & Associates PLLC
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T: 832.479.9400
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shannon.lang@shannonlanglaw.com

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Unofficial Copy Office of Marilyn Burgess District Clerk

PROCEEDINGS

1
2 MR. MILLS: My name is Mickey Mills. I've
3 been appointed as Discovery Master in this case, and
4 we're holding a hearing this morning. May I please have
5 each lawyer identify yourself and who you represent?

6 MS. MATA: I'm Malinda Mata with the Walter
7 Law Firm and I represent Tie Deng, H-Town Homes LLC, and
8 AKD Engineers LLC.

9 MS. LANG: Shannon Lang on behalf of Yongfu
10 Paul Wang, Y-O-N-G-F-U.

11 MR. RENSCHAW: Justin Renschaw for the
12 plaintiff, Susan Meng, individually and in the right of
13 Piney Point Homes LLC.

14 MR. MILLS: Okay.

15 MS. MATA: And you also represent Piney
16 Point individually. Did you say that? I didn't hear
17 you.

18 MR. RENSCHAW: Susan Meng individually and
19 in the right of Piney Point Homes LLC, pursuant to the
20 Texas Business Organization Code allowing derivative
21 claims.

22 MS. MATA: But I believe you also filed an
23 answer for Piney Point Homes individually.

24 MR. RENSCHAW: Yes, I did.

25 MR. MILLS: So you represent them also?

1 We also have a motion -- yesterday they filed a
2 motion to quash a deposition that we would like you to take up
3 as well. The orders --

4 MS. MATA: Despite the fact that there is not
5 proper notice for that being taken up today.

6 MS. LANG: There's -- I mean, we've got a
7 Discovery Master.

8 MR. MILLS: What are you going to say to all of
9 this?

10 MS. MATA: Well, I'll be happy to show you the
11 responses to the discovery that she's complaining about.

12 MS. LANG: They are attached.

13 MR. MILLS: Pardon me?

14 MS. LANG: All the responses are attached.

15 MR. MILLS: And where is your motion?

16 MS. LANG: It's attached. The motion is on top
17 of each of the exhibits. That's the motion right there. It
18 goes on for, I think, 30 pages, and it goes one by one --

19 MR. MILLS: Where is the motion?

20 MS. LANG: That is the motion. The motion to
21 compel discovery is right there on top. It's the stapled
22 document that you're flipping through it.

23 MS. MATA: She's filed three of them.

24 MS. LANG: And then we served, as they amended
25 their pleadings. I think they are on their seventh amended

1 pleading. We have directed contention interrogatories and
2 related requests for production to the new allegations. They
3 have been answered in the same non -- objected to in a
4 non-answered way, which has triggered the second and third
5 motions.

6 So at this point, we simply need these taken up,
7 the objections overruled, and an order that the questions posed
8 actually be answered, and if there are no answers, they just
9 need to say it, but telling me, you know, that the factual
10 basis for their contention is their contention is not an
11 answer.

12 MS. MATA: When I look at interrogatory
13 responses like these, the one, for example, that says "Describe
14 in detail all communications between you and Paul Wang." I
15 look at it from one perspective of when I get to trial, and
16 I -- if I don't have objections to protect me in some way and I
17 try to bring in testimony and I haven't specifically -- if the
18 objections are removed and I haven't specifically told her
19 about every single possible communication, then it's not going
20 to come in.

21 MS. LANG: That's right. Right.

22 MS. MATA: It's not possible. If she wants to
23 -- stop interrupting me. Don't interrupt me.

24 MS. LANG: -- from testimony and evidence that
25 they intend to bring at trial, it has to be disclosed in

1 discovery.

2 MS. MATA: If they want to take my client's
3 deposition and ask him this question himself, then I think --

4 MS. LANG: And, Mickey, I'm sure you know
5 through your decades of experience there is no rule or law in
6 Texas that says interrogatories are just for funnies, go take a
7 deposition. I'm entitled to answers to these interrogatories,
8 and I'm entitled to rely on them in determining how much to
9 invest in depositions and what I want to ask in deposition.

10 MR. MILLS: Whose deposition do you want to
11 take?

12 MS. LANG: That's my motion as well. So you
13 heard that there were these posts -- after the lawsuit was
14 filed, there were communications between Mr. Renshaw and
15 Mr. Loetzerich --

16 MR. RENSHAW: Loetzerich.

17 MS. LANG: -- regarding the efforts to sell the
18 Piney Point property and to obtain funding for Mr. Deng. To
19 the extent that this theory that they've proposed, I think, is
20 that my client had a conspiratorial intent from 2016 forward to
21 never sell the house. Mr. Loetzerich can testify to
22 non-privileged communications regarding the efforts to sell the
23 house through since at least 2019, when this lawsuit was filed,
24 and the utter and complete lack of objection from my client at
25 every point along the way. We have no intention of asking him

1 ruled on is one thing.

2 MS. MATA: Two things.

3 MR. MILLS: Two things. I'm sorry.

4 MS. MATA: The motion to quash and the
5 depositions in chambers.

6 MR. MILLS: I will not agree to what you want.
7 I'm going to quash it. You can take it up with the Court.

8 MS. LANG: I will. Thank you.

9 MR. MILLS: Okay. I'll let the judge deal with
10 that.

11 MS. LANG: Perfect.

12 MR. MILLS: And we took care of the depos. Does
13 anybody have anything to say that would be constructive?

14 MS. LANG: You needed to be here in 2019, I
15 think, for that.

16 MR. MILLS: If you have something to say
17 constructive, please say it; otherwise, our hearing is
18 concluded.

19 MR. RENSHAW: What do you think of electric
20 cars?

21 MS. LANG: Oh, God. You can go off the record.

22 (Hearing concluded at 11:20 AM)

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1 THE STATE OF TEXAS)

2 COUNTY OF HARRIS)

3

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REPORTER'S CERTIFICATION
HEARING BEFORE SPECIAL MASTER
AUGUST 30, 2022

6

7

I, Sara T. Green, Certified Shorthand Reporter in
and for the State of Texas, hereby certify to the following:

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Certified to by me this 6th day of September, 2022.

16

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Sara T. Green



20

SARA T. GREEN, Texas CSR #2436
Certification expires: 04-30-2023

21

HANNA & HANNA, INC.
CRF - 10434 - Expiration: 10-31-2022

22

8582 Katy Freeway, Suite 105

23

Houston, Texas 77024

24

713.840.8484 - 713.583.2442

25

CAUSE NO. 2019-52133

SUSAN MENG, Individually)	IN THE DISTRICT COURT OF
and in Right of PINEY)	
POINT HOMES, LLC)	
)	
V.)	HARRIS COUNTY, TEXAS
)	
TIE DENG, H-TOWN HOMES,)	
LLC and AKD ENGINEERS,)	
LLC)	333rd JUDICIAL DISTRICT

HEARING BEFORE SPECIAL MASTER

AUGUST 30, 2022

A HEARING BEFORE SPECIAL MASTER was taken in the above-styled and numbered cause on August 30, 2022, from 10:00 AM to 11:20 AM, before Sara T. Green, CSR, in and for the State of Texas, reported by computerized stenotype machine, at the offices of Mills Mediation, 1001 McKinney, Suite 560, Houston, Texas, pursuant to the Texas Rules of Civil Procedure.

1 THE STATE OF TEXAS)

2 COUNTY OF HARRIS)

3
4 REPORTER'S CERTIFICATION
5 HEARING BEFORE SPECIAL MASTER
6 AUGUST 30, 2022

7 I, Sara T. Green, Certified Shorthand Reporter in
8 and for the State of Texas, hereby certify to the following:

9 That the proceedings in the foregoing hearing were
10 reported stenographically by me; that the foregoing is a true
11 record of the proceedings taken at that time; and further that
12 I am not financially or otherwise interested in the outcome of
13 the action.

14
15 Certified to by me this 6th day of September, 2022.

16
17
18 *Sara T. Green*

19 SARA T. GREEN, Texas CSR #2436
20 Certification expires: 04-30-2023
21 HANNA & HANNA, INC.
22 CRF - 10434 - Expiration: 10-31-2022
23 8582 Katy Freeway, Suite 105
24 Houston, Texas 77024
25 713.840.8484 - 713.583.2442



EXHIBIT A6

Unofficial Copy Office of Marilyn Bergess District Clerk

From: [Shannon A. Lang](#)
To: [Jennifer Lee](#)
Subject: RE: Meng/Deng -- Deposition
Date: Wednesday, March 8, 2023 4:33:00 PM

Jennifer,

As you know, we have been exceedingly patient as it took a full year to get discovery responses. Trial is two months from today and I cannot limit my client's preparation because your client is playing games about whether he speaks English.

Surely between you, John, and the other lawyers in your office, we can get this scheduled. Please provide dates for the next two weeks so that we can get this done.

Thanks,

Shannon A. Lang
LANG & ASSOCIATES, PLLC
1903 Vermont Street
Houston, Texas 77019
(832) 479-9400 tel.

From: Jennifer Lee <Jennifer@clands.com>
Sent: Wednesday, March 8, 2023 4:29 PM
To: Shannon A. Lang <shannon.lang@shannonlanglaw.com>
Subject: RE: Meng/Deng -- Deposition

Shannon,

Is this really necessary? Of course, we will work with you on the length of the deposition. I was trying to figure out if you anticipated using all 6 hours. I'm jammed up with spring break and injunction/hearings.

Does your trial go past April 3rd?

Jennifer Tatum Lee

CONNOR LEE & SHUMAKER

609 Castle Ridge Road, Suite 450
Austin, Texas 78746
Mobile: 512-653-8297
Direct: 512-646-2060
Main: 512-777-1254

Fax: 888-587-1134

Jennifer@CLandS.com

From: Shannon A. Lang <shannon.lang@shannonlanglaw.com>
Sent: Wednesday, March 8, 2023 4:24 PM
To: Jennifer Lee <Jennifer@clands.com>
Cc: Robert Berleth <rberleth@berlethlaw.com>; Kang Chen <kangc@kangchenlaw.com>; Justin Renshaw <justin@renshaw-law.com>; Kim Conkey <kim@renshaw-law.com>
Subject: RE: Meng/Deng -- Deposition

As noted previously, we need dates the weeks of March 13 and 20. I am in trial the following week.

I am entitled to six hours of deposition time. If interpreting takes up three hours, I'll seek that time back. Of course, the point is that your client apparently decided he does not speak English when he gives damaging testimony. Does he speak English or not? If not, what does he claim to speak?

Shannon A. Lang
LANG & ASSOCIATES, PLLC
1903 Vermont Street
Houston, Texas 77019
(832) 479-9400 tel.

From: Jennifer Lee <Jennifer@clands.com>
Sent: Wednesday, March 8, 2023 4:20 PM
To: Shannon A. Lang <shannon.lang@shannonlanglaw.com>
Cc: Robert Berleth <rberleth@berlethlaw.com>; Kang Chen <kangc@kangchenlaw.com>; Justin Renshaw <justin@renshaw-law.com>; Kim Conkey <kim@renshaw-law.com>
Subject: RE: Meng/Deng -- Deposition

Shannon,

Just got dates for you for Mr. Deng's deposition on March 29 or 30th. Will the deposition be in person? An interpreter is needed, how much extra time are you seeking?

Jennifer Tatum Lee

CONNOR LEE & SHUMAKER

609 Castle Ridge Road, Suite 450

Austin, Texas 78746
Mobile: 512-653-8297
Direct: 512-646-2060
Main: 512-777-1254
Fax: 888-587-1134
Jennifer@CLandS.com

From: Shannon A. Lang <shannon.lang@shannonlanglaw.com>
Sent: Wednesday, March 8, 2023 4:15 PM
To: Jennifer Lee <Jennifer@clands.com>
Cc: Robert Berleth <rberleth@berlethlaw.com>; Kang Chen <kangc@kangchenlaw.com>; Justin Renshaw <justin@renshaw-law.com>; Kim Conkey <kim@renshaw-law.com>
Subject: RE: Meng/Deng -- Deposition

Jennifer and John,

Following up on my email below, since it appears this case is careening to trial after all, please provide your client's availability for deposition the weeks of March 13 and 20.

Regards,

Shannon A. Lang
LANG & ASSOCIATES, PLLC
1903 Vermont Street
Houston, Texas 77019
(832) 479-9400 tel.

From: Shannon A. Lang
Sent: Thursday, March 2, 2023 10:02 AM
To: Jennifer Lee <Jennifer@clands.com>
Cc: Robert Berleth <rberleth@berlethlaw.com>; Kang Chen <kangc@kangchenlaw.com>; Justin Renshaw <justin@renshaw-law.com>; Kim Conkey <kim@renshaw-law.com>
Subject: Meng/Deng -- Deposition

Jennifer,

Please provide your client's availability for an in-person deposition in Houston during the weeks of March 6 and 13 and where you would like to produce him. I understand from the email and text communications produced in the case that your client is fluent in English but his prior attorneys suggested that he does not understand the language so please confirm whether he needs an interpreter and, if so, what language he speaks.

Note that we reserve the right to seek additional time to the complete the deposition if use of an interpreter slows it down.

Best,

Shannon A. Lang

Attorney

LANG & ASSOCIATES, PLLC

1903 Vermont Street

Houston, Texas 77019

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(832) 479-9421 fax

shannon.lang@shannonlanglaw.com

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This email may contain confidential and privileged material for the sole use of the intended recipient. Any review, use, or disclosure by others is strictly prohibited. If you are not the intended recipient (or authorized to receive for the recipient), please contact the sender by reply email and delete all copies of this message. Thank you.

Unofficial Copy Office of Marilyn Burgess District Clerk

EXHIBIT A7

Unofficial Copy Office of Marilyn Bergess District Clerk

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REPORTER'S RECORD
VOLUME 1 OF 1 VOLUMES
TRIAL COURT CAUSE NO. 2019-52133

SUSAN MENG, Individually) IN THE DISTRICT COURT
and in right of PINEY)
POINT HOMES, LLC)
Plaintiffs,)
V.) HARRIS COUNTY, TEXAS
)
TIE DENG, H-TOWN HOMES,)
LLC and AKD ENGINEERS,)
LLC)
Defendants.) 333RD JUDICIAL DISTRICT

HEARING ON THE MOTION TO COMPEL,
RECEIVER'S REQUEST TO WITHDRAW FUNDS
FROM THE REGISTRY, OBJECTIONS TO THE
SPECIAL MASTER'S DECISIONS, AND QUASHING
OF THE DEPOSITION OF DEREK LOETZERICH

Unofficial Copy Office
Christina Burgess District Clerk

On the 25th day of January, 2023, the following
proceedings came on to be heard in the above-entitled and
numbered cause before the Honorable Brittanye Morris, Judge
presiding, held in Houston, Harris County, Texas:
Proceedings reported by machine shorthand.

A P P E A R A N C E S

1
2 Ms. Shannon A. Lang
3 LANG & ASSOCIATES, PLLC
4 SBOT: 24070103
5 1903 Vermont Street
6 Houston, Texas 77019
7 ATTORNEY FOR PAUL WANG

8 -AND-

9 Ms. Teri A. Walter
10 WALTER LAW FIRM, P.C
11 SBOT: 20815100
12 1111 North Loop West
13 Suite 1115
14 Houston, Texas 77008
15 ATTORNEY FOR TIE DENG, H-TOWN HOMES, LLC AND
16 AKD ENGINEERS, LLC

17 -AND-

18 Mr. Marcellous S. McZeal
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20 SBOT: 00798368
21 700 Louisiana Street
22 48th Floor
23 Houston, Texas 77002
24 ATTORNEY FOR JAY BRADLEY

25 -AND-

Mr. Kang Chen
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10515 Bellaire Blvd.
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Houston, Texas 77072
ATTORNEY FOR THE RECEIVER, ROBERT BERLETH

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I N D E X
VOLUME 1
HEARING ON THE MOTION TO COMPEL,
RECEIVER'S REQUEST TO WITHDRAW FUNDS
FROM THE REGISTRY, OBJECTIONS TO THE
SPECIAL MASTER'S DECISIONS, AND QUASHING
OF THE DEPOSITION OF DEREK LOETZERICH

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Unofficial Copy Office of Marilyn Burgess District Clerk

1 P R O C E E D I N G S

2 THE COURT: All right. Good afternoon. Please
3 state your name for the record.

4 MS. LANG: Good afternoon, Judge. Shannon Lang
5 on behalf of Youngfu Paul Wang.

6 MS. WALTER: And I'm Teri Walter for Defendant,
7 Tie Deng, H-Town Homes, and AKD Engineers.

8 MR. CHEN: Kang Chen on behalf of the Receiver,
9 Robert Berleth.

10 MR. MCZEAL: Good afternoon, your Honor.
11 Marcellous McZeal for non-party, Jay Bradley.

12 THE COURT: All right. Thank you. All right.
13 I know you want to take up the motion to compel first, so I
14 guess we can start with that.

15 MS. LANG: Thank you, Judge. This motion is
16 being brought on behalf of Mr. Wang, the Third-Party
17 Defendant/Cross and Third-Party Plaintiff. As you may recall
18 from the many prior times we've been in front of you, in
19 relevant part in August of -- this case involves in some part
20 a dispute regarding the sale of a home that was built by Piney
21 Point Homes. The dispute's between the members: The
22 Plaintiff, Ms. Meng; and the Defendant, Mr. Deng. Mr. Wang --
23 and for clarity's sake, I'm happy to use first names; that's
24 easier. Okay. So Paul is a lender to the company. He lent
25 the company a hundred thousand dollars to build the house.

1 THE COURT: All right. Okay. Go ahead.

2 MS. LANG: Just to clarify, is this limited to
3 the continuation deposition of Ms. Meng or are we all being
4 required to hold all depositions at the courthouse?

5 MS. WALTER: I don't know how many more there
6 will be. I'm only anticipating trying to finish Ms. Meng's
7 deposition. I don't anticipate that kind of problem with the
8 Bradley's deposition.

9 THE COURT: All right. So Ms. Meng. All
10 right. So for now let's limit to Ms. Meng's deposition. If
11 the event you need it for additional depositions, God forbid,
12 you may call the Court.

13 MS. LANG: And we'll, obviously, be deposing
14 Ms. Walter's client, but I don't see why we all have to trek
15 down to the courthouse for that. Like I said, I have nothing
16 to do with whatever this dispute was.

17 MS. WALTER: My client has already been
18 deposed.

19 MS. LANG: Not by my client, ma'am. I guess,
20 Judge, we might as well bring this up now. If they are going
21 to refuse --

22 MS. WALTER: It is not before the Court. That
23 is improper.

24 MS. LANG: Oh, my God. Judge, this is just
25 infuriating. So now I'm hearing that they're not going to

1 produce their witness even though my client was brought into
2 the case after he's been deposed.

3 MS. WALTER: Your Honor --

4 THE COURT: All right. All right. Hold on.
5 Wait, wait. One, it is not before the Court; two, subpoena
6 him or issue your notice of depositions and if she quashes it,
7 we can deal with it then or maybe she won't and she'll produce
8 him and we'll go forward. And, I guess, Ms. Walters, I guess
9 I don't know, I think it was a different gentleman before you
10 and Ms. Mata before you. And I'm sure you are well aware of
11 the chronology, Mr. Wang hired Ms. Lang, you know, a year or
12 so after the case had already started and discovery had
13 started, so they did not get a chance to participate in the
14 depositions. So I just want you to be aware of that.

15 MS. WALTER: I understand, your Honor.

16 THE COURT: All right.

17 MS. LANG: Okay. The next thing on the agenda
18 then, Judge, is our objection to the decision to quash the
19 deposition of Derek Loetzerich. Again, among the allegations
20 that are being made in this case is that Mr. Deng, Tie, was
21 somehow not aware of and had no ability to participate in the
22 -- in the finalizing the construction of the house and sale.
23 We have evidence to the contrary, including communications
24 between lawyers in this case. After the case started, the
25 house was still incomplete where discussions were ongoing

1 some orders and hopefully I don't have to see you in the
2 future for this again.

3 MS. LANG: Yes. Thank you very much.

4 MR. CHEN: Thank you, Judge.

5 MS. WALTER: Thank you, your Honor.

6 (End of Proceedings)

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Unofficial Copy Office of Marilyn Burgess District Clerk

1 THE STATE OF TEXAS)

2 COUNTY OF HARRIS)

3 I, Benjamin Alva, Official Court Reporter in and for the
4 333rd District Court of Harris County, State of Texas, do
5 hereby certify that the above and foregoing contains a true
6 and correct transcription of all portions of evidence and
7 other proceedings requested in writing by counsel for the
8 parties to be included in this volume of the Reporter's
9 Record, in the above-styled and numbered cause, all of which
10 occurred in open court or in chambers and were reported by me.

11 I further certify that this Reporter's Record of the
12 proceedings truly and correctly reflects the exhibits, if any,
13 admitted by the respective parties.

14 I further certify that the total cost for the preparation
15 of this Reporter's Record is \$ 503.50 and was paid/will be
16 paid by Ms. Shannon Lang.

17 WITNESS MY OFFICIAL HAND this the 8th day of
18 March, 2022.

03-08-23

BENJAMIN ALVA, Texas CSR 6499
Expiration Date: 04/30/23
Official Court Reporter
333rd Judicial District Court
201 Caroline, 14th Floor
Houston, Texas 77002

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