

CAUSE NO. _____

BRIANNA CONN and
REX SIMMONS,
Plaintiffs

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IN THE COUNTY COURT

v.

AT LAW NO. _____

WALTERS WEDDING ESTATES IP,
LLC, d/b/a THE CHAPEL AT ANA
VILLA and CHAPEL AT ANA
VILLA THE COLONY, LLC, KRP
B&B, LLC, KRP, LP, KEITH
WALTERS, and SARAH WALTERS
Defendants

DALLAS COUNTY, TEXAS

**PLAINTIFFS' ORIGINAL PETITION AND REQUEST FOR CLASS ACTION
RELIEF WITH ATTACHED DISCOVERY**

TO THE HONORABLE JUDGE OF SAID COURT:

COME NOW, Brianna Conn and Rex Simmons ("Plaintiffs"), Plaintiffs herein, and files this *Plaintiffs' Original Petition and Request for Class Action Relief with Attached Discovery* complaining of Walters Wedding Estates IP, LLC d/b/a The Chapel at Ana Villa ("WWE"), Chapel at Ana Villa The Colony, LLC ("the Chapel"), KRP B&B, LLC ("KRP B&B") and KRP, LP ("KRP, LP"), Keith Walters ("Keith"), and Sarah Walters ("Sarah") (collectively "Defendants"), and in support thereof would show unto this Honorable Court as follows:

**I.
DISCOVERY CONTROL PLAN**

Pursuant to Rules 190.1 and 190.3 of the Texas Rules of Civil Procedure, Plaintiffs allege that discovery should be conducted under a Level 3 Discovery Control Plan.

II. PARTIES

Plaintiffs are residents of the State of Texas.

Defendant WWE is a Texas limited liability company who may be served with process by serving its registered agent for service of process: Keith Walters, 5804 Southern Hills Drive, Flower Mound, Texas 75022.

Defendant The Chapel is a Texas limited liability company who may be served with process by serving its registered agent for service of process: Keith Walters, 5804 Southern Hills Drive, Flower Mound, Texas 75022.

Defendant KRP B&B is a Texas limited liability company who may be served with process by serving its registered agent for service of process: Keith Walters, 2602 Lillian Miller Parkway, Denton, Texas 76210.

Defendant KRP, LP is a Texas limited liability company who may be served with process by serving its registered agent for service of process: Keith Walters, 5804 Southern Hills Drive, Flower Mound, Texas 75022.

Defendant Keith Walters is a Texas resident who may be served with process at: 5804 Southern Hills Drive, Flower Mound, Texas 75022.

Defendant Sarah Walters is a Texas resident who may be served with process at: 5804 Southern Hills Drive, Flower Mound, Texas 75022.

III. JURISDICTION AND VENUE

The damages Plaintiffs seek exceed the minimal jurisdictional limitations of this Honorable Court. Pursuant to Rule 47(c) of the Texas Rules of Civil Procedure, Plaintiffs

seek monetary relief over \$100,000 but less than \$1,000,000. The amount of monetary relief actually awarded, however, will ultimately be determined by the trier of fact.

Venue is proper because all or a substantial part of the facts, events, and circumstances arose in Dallas County, Texas.

IV. BACKGROUND

The Defendants, through various names and alter egos, purport to offer wedding venues, catering, and related services to the public. Defendants are masters at taking advantage of couples wanting to book a wedding venue, catering, and related services. Defendants attempt to shield themselves from liability by operating through various alter egos.

In February 2020, the United States, including the great State of Texas, was faced with a worldwide pandemic known as the COVID-19 virus. The virus can be deadly. Starting in March 2020, the United States government and the State of Texas employed a shut down for all public gatherings indefinitely to prevent the spread of the virus. Gatherings of over ten (10) people were prohibited, and even if not prohibited, were recognized by national and state health officials to be extremely dangerous. There is no reasonable or safe likelihood that gatherings over ten (10) people will be permitted and/or safe for months, if not years.

Of course, what Defendants market, promise, and sell are, among other things, wedding venues to host large numbers of people along with large receptions. Couples schedule dates in advance for their weddings and receptions with the idea that many

guests will attend - far more than ten (10) people. Plans have to be made for these weddings so invitations can be sent and travel arrangements, etc. can be made. Needless to say, a couple's wedding day is to be a joyous event to celebrate with friends and family.

Plaintiffs planned a wedding for July 18, 2020 with the Defendants. However, when the COVID-19 pandemic took over, that wedding date became impossible, dangerous, potentially deadly, and prohibited. The Defendants could not perform and acknowledged same due to COVID-19 restrictions including health concerns. Plaintiffs asked the Defendants to return the monies paid to them because their July 18th wedding could not go forward.

Defendants refused to refund Plaintiffs' payments and, in fact, demanded additional payments knowing Defendants could not conduct the July 18th wedding. Defendants refused to provide Plaintiffs an alternate date for their wedding. Defendants threatened Plaintiffs with forfeiture of advanced payments if other monies were not paid.

The Defendants have shown an unflattering history of taking advantage of and engaging in deceit in dealing with couples whose weddings could not and will not take place during the COVID-19 pandemic. Defendants have represented and insisted they have the right to retain monies for cancelled weddings due to the COVID-19 pandemic and chided those who have sought refunds.

The Defendants' conduct with regard to Plaintiffs is not isolated by Defendants' own admission. Defendants' retention of monies paid by couples when their weddings cannot take place is deceptive, dishonest, fraudulent, overreaching, and demonstrates the

Defendants' intent to profit from the COVID-19 crisis at their customers' expense. It is the type of conduct deserving of class action relief.

**V.
CLASS ACTION ALLEGATIONS**

Plaintiffs reallege the allegations contained in previous paragraphs as if fully set forth herein verbatim.

Pursuant to Rule 42(b)(2) and (3) of the Texas Rules of Civil Procedure, Plaintiffs, individually and on behalf a class of persons similarly situated, seek class certification with respect to Counts IV-V as set forth below. Defendants have engaged uniform, systematic, and continuous conduct throughout the class period to the detriment and damage of Defendants' clients/customers. Defendants' conduct is unlawful and designed to take advantage of couples who have retained their services and whose weddings cannot take place on the dates scheduled due to governmental regulations, medical directives, health concerns, common sense, and/or impossibility. Plaintiffs seek relief to secure redress for Defendants' uniform and common practices as to all class members.

Under Texas Rule of Civil Procedure 42(b)(2), an action may be maintained as a class action if the prerequisites of Rule 42(b) are satisfied and "the party opposing the class has acted or refused to act on grounds generally applicable to the class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the class as a whole."

Under Texas Rule of Civil Procedure 42(b)(3), an action may be maintained as a class action if the prerequisites of Rule 42(a) are satisfied, and in addition: “the questions of law or fact common to the members of the class predominate over any questions affecting only individual members, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy.”

Plaintiffs seek certification of the following class or classes under Texas Rule of Civil Procedure 42(b)(2) and (b)(3) (hereinafter the “Class”):

All persons who have entered into agreements/contracts with any Defendant for a wedding venue/wedding service/catering and related services whose wedding cannot take place on the specific date agreed upon between March 1, 2020 through December 31, 2020 due to the COVID-19 virus, legal regulations, health considerations and/or guidelines, and/or an inability to reasonably plan in advance.

Excluded from the Class are employees of any Defendant, Plaintiffs’ counsel, and the assigned Judge to this matter and the Judge’s family.

Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Class as a whole. The Class seeks an order granting injunctive relief on behalf of the entire Class, to enjoin and prevent Defendants from refusing to refund all fees, charges, monies, payment, or other compensation to Defendants’ clients, customers, and/or other payors due to weddings that cannot or will not take place because of governmental regulations, health guidelines, health concerns, and planning considerations relating to the COVID-19 pandemic, as well as injunctive relief preventing and protecting Plaintiffs and the Class from retaliation as a result of exercising their rights

herein. Moreover, questions of law or fact common to members of the Class predominate over any questions affecting only individual members, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy, thereby entitling Plaintiffs and the prospective Class to damages.

The Class encompasses only Texas citizens. Further, all Defendants are Defendants: (1) from whom significant relief is sought by members of the Class; (2) whose alleged conduct forms a significant basis for the claims asserted by the proposed Class; and (3) who are citizens of Texas, which is where this action is originally filed. Plaintiffs' class-action claims implicate the Defendants' form agreements, which Texas residents must sign in order to secure Defendants' services and products.

Further, the principal injuries resulting from the conduct, or any related conduct, of each Defendant were incurred in Texas, which is where this action is originally filed; upon information and belief, during the three-year period preceding the filing of this class action, no other class action has been filed asserting the same or similar factual allegations against any of the Defendants on behalf of the same or other persons; or two-thirds or more of the members of all proposed Classes in the aggregate and the primary Defendants are citizens of Texas, which is where this action was originally filed.

Membership in the Class is so numerous as to make it impractical to bring all Class members before the Court. The exact number and other information of Class members is unknown, but can be determined from the records maintained by Defendants.

The named Plaintiffs are typical members of the Class. As alleged herein, the Plaintiffs are Texas citizens who are clients/customers of the Defendants and are being

held hostage by the Defendants' illegal and unlawful refusal to refund all monies paid because of the COVID-19 crisis and pandemic.

Plaintiffs' rights were knowingly violated by Defendants through Defendants' uniform and common practices.

There are numerous and substantial questions of law and fact common to all of the members of the Class, which make certification under Texas Rule of Civil Procedure 42(b)(2) and (b)(3) appropriate, such as:

- a. Whether Defendants' uniform and systematic conduct with respect to their agreements/contracts entitle the wedding couples to a refund;
- b. Whether Defendants engaged in uniform and systematic conduct, whereby they refuse to refund funds due to the COVID-19 pandemic; and
- c. Whether Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Class as a whole.

Plaintiffs' have no interest adverse to the interests of the other members of the Class and will fairly and adequately protect the interests of the Class. Plaintiffs have retained counsel experienced and competent in the prosecution of class actions and complex litigation.

Certification of the Class with respect to Counts IV-V is appropriate under Texas Rule of Civil Procedure 42(b)(2) and (b)(3) because: Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making appropriate damages and final injunctive relief or corresponding declaratory relief necessary with respect to the Class as a whole; the questions of law or fact common to the members of the Class predominate over any questions affecting only individual members; and a class action is

superior to other available methods for the fair and efficient adjudication of the controversy.

This action will allow an orderly and expeditious administration of the Class members' claims, economies of time, effort, and expense will be fostered, and uniformity of decisions will be ensured. This action should present no difficulty that would impede its management by the Court as a class action, which is the best available means by which Plaintiffs and the members of the Class can seek redress for the harm caused to them by the Defendants.

VI. TOLLING OF THE APPLICABLE STATUTES OF LIMITATIONS

Plaintiffs reallege the allegations contained in previous paragraphs as if fully set forth herein verbatim.

Any and all applicable statutes of limitation have been tolled by Defendants' fraudulent concealment of the systematic practices alleged herein. Because Defendants deal with each proposed Class member individually, such Class members are unable, acting alone, to discover Defendants' uniform conduct and patterns of fraudulent conduct. Any and all claims, including class claims, are tolled by Defendants' fraudulent concealment.

In addition to or alternatively, the discovery rule applies. Any and all claims, including class claims, are tolled by the discovery rule.

INDIVIDUAL CLAIMS

VII. COUNT I FRAUD

Plaintiffs reallege the allegations contained in previous paragraphs as if fully set forth herein verbatim.

The conduct of Defendants as described herein constitutes fraud. The Defendants have refused to return Plaintiffs' payments representing they have no obligation to do so and also demand Plaintiffs pay additional funds for a wedding that will not take place on the date set.

Furthermore, when Plaintiffs agreed to their July 18th wedding date and made payments thereon, Defendants did not disclose to Plaintiffs that they intended and would retain all monies paid even though Defendants could not perform because of the COVID-19 pandemic or other similar event which would prevent the wedding from taking place on the date specified in Defendants' agreement.

Defendants' representations were false and intended to be relied on by Plaintiffs. Defendants knew these representations were false. As a result, Plaintiffs suffered damages.

Alternatively, Defendants failed to disclose material information they were obliged to disclose. Defendants knew Plaintiffs were acting without such material information to Plaintiffs' detriment, thereby causing Plaintiffs damages.

**VIII.
COUNT II
RECISSION**

Plaintiffs reallege the allegations contained in previous paragraphs as if fully set forth herein verbatim.

Plaintiffs are entitled to the remedy of rescission. The purpose of the agreement between Plaintiffs and Defendants cannot be accomplished and the time sensitivities of performance are essential to Plaintiffs' wedding. Plaintiffs' wedding is set for July 18, 2020 and that is the central object of any agreement between Plaintiffs and Defendants. Plaintiffs are therefore entitled to be restored to the position they held before ever dealing with and paying Defendants. Performance cannot be accomplished due to the COVID-19 pandemic, governmental regulations, and health concerns, and the wedding being planned for 120 people.

Plaintiffs seek and are entitled to rescission.

**IX.
COUNT III
DTPA VIOLATIONS**

Plaintiffs reallege the allegations contained in previous paragraphs as if fully set forth herein verbatim.

The conduct of the Defendants as described herein constitutes violations of the Texas Deceptive Trade Practices Act Sections 17.46 and 17.50 in one of more of the following respects:

1. Causing confusion or misunderstanding about the Defendants' services and the agreement concerning Plaintiffs' wedding;

2. Representing that Defendants' goods and services have characteristics, benefits, and/or approval that they do not have or involve;
3. Representing that Defendants' agreement(s) with Plaintiffs confers or involves rights, remedies, or obligations that it does not have or are prohibited by law;
4. Failing to disclose information about Defendants' goods and services including any agreements related thereto where such failure to disclose was intended to induce Plaintiffs into doing business with the Defendants which they would not have done had such information been fully disclosed; and
5. Engaging in unconscionable conduct with regard to Defendants' refusal to refund Plaintiffs monies for a wedding that cannot take place.

Such conduct, singularly or in combination, was a producing cause of Plaintiffs' injuries and damages. Such conduct was committed knowingly or intentionally, entitling Plaintiffs to additional damages.

X. DAMAGES

The Plaintiffs have suffered damages as a result of Defendants' conduct. Plaintiffs seek all actual, consequential, additional, and other damages. Plaintiffs seek pre- and post-judgment interest.

CLASS CLAIMS

XI. COUNT IV RECISSION

Plaintiffs reallege the allegations contained in previous paragraphs as if fully set forth herein verbatim.

The conduct of the Defendants in refusing to refund all payments, monies, charges, invoices, and any sort of compensation to its clients/customers/other payors for

weddings, wedding related services, venues, or any other product or service for a wedding that cannot be held due to COVID-19 pandemic, governmental regulations and health concerns related thereto, and prewedding planning is unlawful because Class members' weddings cannot be performed. The Defendants' refusal and/or deceit in not refunding client/customer payments for weddings that cannot take place entitles the Class to the remedy of rescission including a refund of all monies paid by the Class to any Defendant.

Each Class member's wedding is time sensitive and a material element of Defendants' agreements with Class members. Because the weddings cannot or should not be performed during the Class period, the Class members are entitled to rescission requiring the Defendants, their employees, representatives, agents, and/or contractors to return all funds, monies, payments, and compensation to the Class members as well as cancel, withdraw, invalidate, and/or credit any invoices, charges, payments, or other requests for payment by any Defendant to any Class member.

XII.
COUNT V
REQUEST FOR INJUNCTIVE RELIEF

A. Class Relief

Plaintiffs reallege the allegations contained in previous paragraphs as if fully set forth herein verbatim.

Defendants continue to refuse to refund monies, payments, and compensation made by Class members whose weddings cannot take place. Likewise, Defendants continue to demand payments and compensation from Class members whose weddings

will not take place due to the ongoing COVID-19 pandemic. Absent intervention by this Court, Defendants will persist in the conduct alleged herein, refuse to refund monies for weddings that will not take place, and demand payments for a wedding and wedding related products/services that will not be used or take place.

Plaintiffs and the other members of the Class have been injured and harmed by the conduct of the Defendants as described herein. Plaintiffs and the Class have an inadequate remedy to prevent Defendants' unlawful conduct, for which Defendants have persistently demonstrated an intent to continue. Plaintiffs and the Class request the Court to issue a temporary and permanent injunction that will have the legal effects of:

- a. Prospective Injunction: immediately prohibiting the Defendants from seeking, billing, demanding payment, invoicing, making threats, and/or collecting any monies, payments, compensation, or anything of monetary value from any Class member for any wedding, wedding related product or service, and/or wedding related matter that will not or should not take place due to the COVID-19 pandemic and specifically during the Class period;
- b. Prospective Injunction: mandating that Defendants notify all Class members of their entitlement to a refund for any wedding and wedding related products or services for any wedding that will not or should not take place due to the COVID-19 pandemic;
- c. Prospective Injunction: precluding any Defendant from demanding or insisting any Class member reschedule their wedding with any Defendant;
- d. Prospective Injunction: compelling the Defendants to set aside in a separate trust account all funds, monies, compensation, payments, and any other item of value for any weddings and related services and products during the Class period for purposes of refunding all Class members; and
- e. Retrospective Injunction: requiring Defendants to notify any clients/customers regarding this litigation of their rights to pursue claims against the Defendants.

Absent this Court issuing a temporary injunction and permanent injunction consistent herewith, the Defendants' unlawful behavior will persist and the Defendants may not be able to respond in damages. These injunctive requests should apply to Defendants' employees, agents representatives, vendors, contractors, attorneys, and affiliates.

**XIII.
ATTORNEY'S FEES**

As a result of Defendants' conduct, Plaintiffs and the Class have been forced to retain counsel to prosecute and protect Plaintiffs' interests. Plaintiffs seek all attorney's fees through trial, any appellate proceedings, and any post-judgment proceedings.

**XIV.
JURY DEMAND**

Plaintiffs hereby respectfully request a trial by jury.

**XV.
SELF AUTHENTICATION OF DOCUMENTS**

Pursuant to Rule 193.7 of the Texas Rules of Civil Procedure, Plaintiffs hereby give notice that Plaintiffs intend to use at trial or at any pre-trial proceedings all documents produced by Plaintiffs and Defendants in response to discovery from any and all parties in this cause.

**XVI.
ATTACHED DISCOVERY**

Attached hereto are: (1) *Plaintiffs' Request for Disclosure to Defendants*; (2) *Plaintiffs' Request for Production of Documents to Defendants*; (3) *Plaintiffs' Notice of Intent to Take the*

Oral Deposition of Walters Wedding Estates IP, LLC d/b/a The Chapel at Ana Villa's Organizational Representative with Duces Tecum; (4) Plaintiffs' Notice of Intent to Take the Oral Deposition of Chapel at Ana Villa The Colony, LLC's Organizational Representative with Duces Tecum; (5) Plaintiffs' Notice of Intent to Take the Oral Deposition of KRP B&B, LLC's Organizational Representative with Duces Tecum; (6) Plaintiffs' Notice of Intent to Take the Oral Deposition of KRP, LP's Organizational Representative with Duces Tecum; (7) Plaintiffs' Notice of Intent to Take the Oral Deposition of Keith Walters with Duces Tecum; and (8) Plaintiffs' Notice of Intent to Take the Oral Deposition of Sarah Walters with Duces Tecum.

**XVII.
PRAYER**

WHEREFORE, PREMISES CONSIDERED, Plaintiffs pray the Defendants be cited to answer, and upon trial, Plaintiffs receive:

- a. Judgment against the Defendants jointly and severally;
- b. All additional damages as provided by law;
- c. Certification of the Class;
- d. All damages to which the Class is entitled;
- e. All injunctive relief as prayed for herein;
- f. Reasonable attorneys' fees through trial, all appellate proceedings, and any post-judgment matters;
- g. Pre- and post-judgment interest; and
- h. that Plaintiffs and the Class receive and be awarded such additional relief, at law or in equity, to which they may be justly entitled.

Respectfully submitted,

LAW OFFICE OF MARK A. TICER

By: /s/ Mark A. Ticer

Mark A. Ticer

State Bar #20018900

mticer@ticerlaw.com

Jennifer W. Johnson

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10440 N. Central Expressway, Suite 600

Dallas, Texas 75231

(214) 219-4220

(214) 219-4218 (FAX)

ATTORNEYS FOR PLAINTIFFS

CAUSE NO. _____

BRIANNA CONN and
REX SIMMONS,
Plaintiffs

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WALTERS WEDDING ESTATES IP,
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VILLA THE COLONY, LLC, KRP
B&B, LLC, KRP, LP, KEITH
WALTERS, and SARAH WALTERS
Defendants

DALLAS COUNTY, TEXAS

PLAINTIFFS' REQUEST FOR PRODUCTION TO DEFENDANTS

- TO: Defendant Walters Wedding Estates IP, LLC d/b/a The Chapel at Ana Villa, by and through its registered agent for service of process: Keith Walters, 5804 Southern Hills Drive, Flower Mound, Texas 75022.
- TO: Defendant Chapel at Ana Villa The Colony, LLC, by and through its registered agent for service of process: Keith Walters, 5804 Southern Hills Drive, Flower Mound, Texas 75022.
- TO: Defendant KRP B&B, LLC, by and through its registered agent for service of process: Keith Walters, 2602 Lillian Miller Parkway, Denton, Texas 76210.
- TO: Defendant KRP, LP, by and through its registered agent for service of process: Keith Walters, 5804 Southern Hills Drive, Flower Mound, Texas 75022.
- TO: Defendant Keith Walters: 5804 Southern Hills Drive, Flower Mound, Texas 75022.
- TO: Defendant Sarah Walters: 5804 Southern Hills Drive, Flower Mound, Texas 75022.

PURSUANT TO RULE 196 of the TEXAS RULES OF CIVIL PROCEDURE, Plaintiffs request Defendants in this action, each of them, produce for inspection and copying all documents falling within the categories listed below and in the possession, custody, or

control of Defendants in this action, your agents, representatives, or attorneys. Production is requested at the Law Office of Mark A. Ticer, 10440 N. Central Expressway, Suite 600, Dallas, Texas 75231. Responses to these Requests for Production are requested within fifty (50) days of service unless the Court orders expedited discovery, in which case, the Court's deadline will control.

Respectfully submitted,

LAW OFFICE OF MARK A. TICER

By: /s/ Mark A. Ticer

Mark A. Ticer

State Bar #20018900

mticer@ticerlaw.com

Jennifer W. Johnson

State Bar #24060029

jjohnson@ticerlaw.com

10440 N. Central Expressway, Suite 600

Dallas, Texas 75231

(214) 219-4220

(214) 219-4218 (FAX)

ATTORNEYS FOR PLAINTIFFS

REQUESTS FOR PRODUCTION

1. A true and correct copy of any tangible item which shows and/or reflects any correspondence, communications, email and/or contact with, amongst or between any of the parties to this lawsuit and which relate to the facts, circumstances of this lawsuit and/or Plaintiffs' claims made the basis of this lawsuit.
2. A true and correct copy of any tangible item which shows, reveals and/or refers to Plaintiffs, including but not limited to: any contracts, agreements, correspondence, and/or electronic mail.
3. A true and correct copy of any tangible item and/or communications showing the name, address, and/or telephone number of any person or entity who was employed by or retained by you, your agents, servants, or employees to conduct an investigation into the facts, circumstances, and/or subject matter of this lawsuit, Plaintiffs and/or Plaintiffs' claims made the basis of this lawsuit.
4. A true and correct copy of any tangible item and/or communications showing the names, addresses and/or telephone numbers of all persons contacted by any investigator hired by you, your agents, employees, or servants and relating to the facts and circumstances of this lawsuit, Plaintiffs and/or Plaintiffs' claims made the basis of this lawsuit.
5. A true and correct copy of all statements, whether recorded, transcribed, and/or written, made and/or obtained from Plaintiffs (or any of Plaintiffs' respective agents or representatives), Defendants (or any of Defendant's respective agents or representatives), or anyone regarding any aspect of the facts, circumstances of this lawsuit, Plaintiffs and/or Plaintiffs' claims made the basis of this lawsuit.
6. A true and correct copy of any and any tangible item, including but not limited to: charts, drawings, photographs, pictures, slides, movies and/or videos relating to any investigation conducted by any Defendant relating to the facts and circumstances of this lawsuit, Plaintiffs' claims made the basis of this lawsuit and/or Plaintiffs.
7. A true and correct copy of all checks, vouchers and/or other methods of payment made to Plaintiffs by or on behalf of any Defendant or to any Defendant by Plaintiffs or on Plaintiffs' behalf.
8. A true and correct copy of any tangible item relating to communications between Defendant with any other Defendant relating to Plaintiffs, this lawsuit, Plaintiffs' claims and allegations, any defenses asserted by any Defendant, any ongoing or anticipated investigation or inquiry by law enforcement or any other governmental authority, and/or any compilation of data such as a file established

by any Defendant or its representative excluding legal counsel. This Request includes, but is not limited to: research, notes, emails, reports, records, messages, text messages, SMS, MMS, recordings, recorded calls, correspondence, faxes, responses, chronologies, letters, agreements, representations, payments, cost-sharing, referrals and referral arrangements, indemnification, reimbursement, insurance coverage, admissions, governmental investigations, and defense of this lawsuit and claims.

9. A true and correct copy of all electronic recordings, summaries, and/or transcripts of any meetings, conversations, or events in which Plaintiffs (or their respective agents or representatives) were participants or were a topic of discussion (whether partially or fully) excluding communications between counsel.
10. A true and correct copy of any tangible item regarding any investigations, interviews and/or conversations conducted by you, your company, your employees, your agents, your associates, and/or others relating to Plaintiffs, the facts, circumstances of this lawsuit, Plaintiffs' claims made the basis of this lawsuit, and/or any claims and/or allegations where any Defendant represented Plaintiffs.
11. A true and correct copy of any purported document signed by Plaintiffs, including but not limited to: any agreements, contracts, contractor agreements, mediation agreements, authorizations, worksheets, statements, disclosures, instructions, acknowledgements, approvals, checks, drafts, or any other negotiable instrument.
12. A true and correct copy of the file and/or compilation of data you have compiled relating to Plaintiffs and/or any person requesting a refund from March 2020 to the present.
13. A true and correct copy of the file and/or compilation of data relating to any lawsuit filed or threatened on Plaintiffs' behalf or any potential Class member including refund requests. This includes notes, research, depositions, discovery, investigations, correspondence, communications, chronologies, work product, photographs, videos, reports, expenses, payments, computer files and data compilations, worksheets, demands, litigation plans, copies, court orders, pleadings, and any other item any Defendant maintains when representing a party in an insurance claim.
14. A true and correct copy of any tangible item reflecting any remuneration received and/or obtained by any Defendant relating to Plaintiffs.
15. A true and correct copy of any tangible item reflecting any expense and/or cost relating to any Defendant's services and/or products to Plaintiffs.

16. A true and correct copy of any tangible item reflecting any payment to any other Defendant in this lawsuit directly relating to Plaintiffs.
17. A true and correct copy of any compilation of data, lists, accounting records, cancelled checks, electronic payments, and/or fees paid to any Defendant by any Plaintiff and/or potential Class member relating to any weddings scheduled from March 2020 to the present.
18. A true and correct copy of any tangible items reflecting any actual person to person contact between any Defendant's representative and Plaintiffs.
19. From March 2020 to the present, a true and correct copy of all refunds including electronic data made by any Defendant or Defendant related entity to any potential Class member.
20. From 2015 to the present, a true and correct copy of any tangible item relating to any notices, demands, disclosures, marketing, and policies of any Defendant for its employees, representatives, consultants, vendors, officers, and owners relating to wedding venues, services, and products offered to the public.
21. From March 2020 to the present, a true and correct copy of any refund, refund request, demand, claim, or entitlement made to any Defendant relating to wedding venues, services, and products.
22. From March 2020 to the present, a true and correct copy of any tangible item reflecting the circumstances, conditions, and explanation for refusing, ignoring, denying, or delaying any refund request for wedding venues, services, or products.
23. A true and correct copy of any tangible item and electronic data of any form or type of agreement used by any Defendant from 2019 to the present.
24. From March 2020 to the present, a true and correct copy of any tangible item reflecting any explanations, discussions, acknowledgements, admissions, representations, and/or promises made by any Defendant or any representative or agent of any Defendant to any Plaintiff and/or potential Class member.
25. From 2019, a true and correct copy of any tangible item reflecting any Defendants' procedures, protocols, policies, requirements, standards, and/or regulations for securing, obtaining, handling, addressing, and/or selling any wedding venue, services, and products.

26. A true and correct copy of any tangible item including electronic data reflecting the whereabouts of any Plaintiff and potential Class member's deposits for wedding venues, services, and products.
27. A true and correct copy of any tangible item including electronic data reflecting any Defendant's policies, procedures, treatment, plans, options, and choices for wedding scheduled from March 1, 2020 to the present.
28. A true and correct copy of any tangible item reflecting on the validity and/or enforceability of any agreement relied on by any Defendant.

CAUSE NO. _____

BRIANNA CONN and
REX SIMMONS,
Plaintiffs

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VILLA and CHAPEL AT ANA VILLA
THE COLONY, LLC, KRP B&B, LLC,
KRP, LP, KEITH WALTERS, and
SARAH WALTERS
Defendants

DALLAS COUNTY, TEXAS

**PLAINTIFFS' NOTICE OF INTENT TO TAKE THE ORAL DEPOSITION
DUCES TECUM OF THE ORGANIZATIONAL REPRESENTATIVE FOR
WALTERS WEDDING ESTATES IP, LLC d/b/a/ THE CHAPEL AT ANA VILLA**

- TO: Defendant Walters Wedding Estates IP, LLC d/b/a The Chapel at Ana Villa, by and through its registered agent for service of process: Keith Walters, 5804 Southern Hills Drive, Flower Mound, Texas 75022.
- TO: Defendant Chapel at Ana Villa The Colony, LLC, by and through its registered agent for service of process: Keith Walters, 5804 Southern Hills Drive, Flower Mound, Texas 75022.
- TO: Defendant KRP B&B, LLC, by and through its registered agent for service of process: Keith Walters, 2602 Lillian Miller Parkway, Denton, Texas 76210.
- TO: Defendant KRP, LP, by and through its registered agent for service of process: Keith Walters, 5804 Southern Hills Drive, Flower Mound, Texas 75022.
- TO: Defendant Keith Walters: 5804 Southern Hills Drive, Flower Mound, Texas 75022.
- TO: Defendant Sarah Walters: 5804 Southern Hills Drive, Flower Mound, Texas 75022.

In accordance with Rule 199.2(b)(1) of the TEXAS RULES OF CIVIL PROCEDURE, please take notice that the deposition of the organizational representative of Walters Wedding Estates IP, LLC d/b/a The Chapel at Ana Villa will be taken on July 28, 2020 at 10:00 a.m. at the Law Office of Mark A. Ticer, 10440 N. Central Expressway, Suite 600, Dallas, Texas 75231.

The areas of examination shall include:

1. The allegations and facts regarding Plaintiffs' claims made the basis of this lawsuit and specific to the class claims;
2. The factual bases for any defenses asserted by any Defendant in this lawsuit, and specifically class certification;
3. Any and all contracts/agreements between any named Plaintiff in this lawsuit and any Defendant;
4. Any contracts/agreements between any potential Class member and any Defendant in this lawsuit;
5. Since 2018, the relationship between any Defendant between each other;
6. Any requests for refunds for any wedding venues, wedding services or products made by any Plaintiff and any potential Class member;
7. From March 2020 to the present, the amount of any refunds made by any Defendant to any Plaintiff and potential Class member for weddings;
8. The name, address and telephone number of any potential Class member;
9. All actual agreements/contracts entered into between any potential Class member and any Defendant;
10. Any opposition and the basis therefor for Plaintiffs as Class representatives for the potential Class;
11. Any opposition and the basis therefor for Plaintiffs' counsel as Class counsel;

12. The basis, explanation, and reasons for not refunding Plaintiffs and any potential Class members payments, monies, and compensation;
13. Since 2015, the basis, reasons, and explanations for the formation of the various entity Defendants;
14. The identity and number of potential Class members for the proposed defined Classes made the basis of this lawsuit:

All persons who have entered into agreements/contracts with any Defendant for a wedding venue/wedding service/catering and related services whose wedding cannot take place on the specific date agreed upon between March 1, 2020 through December 31, 2020 due to the COVID-19 virus, legal regulations, health considerations and/or guidelines, and/or an inability to reasonably plan in advance.

Excluded from the Class are employees of any Defendant, Plaintiffs' counsel, and the assigned Judge to this matter and the Judge's family.

15. From 2015 to the present, the identity, records custodian and location of all records, including electronic data, maintained by any Defendant;
16. From 2015 to the present, whether any Defendant, including but not limited to their agents, representatives, officers and/or employees, destroyed, deleted, erased, disposed of or otherwise compromised any records of any Defendant relating to the conduct and activities of any Defendant, with particular reference to wedding venues, services, and products;
17. Since 2015, identity and account numbers for any bank accounts for any Defendant, where any revenue and/or fees were or are deposited and disbursed relating to wedding venues, services, and products;
18. By year, from 2015 to the present, the amount of fees, revenue, monies, referral payments, and anything exchanged for value over \$100 relating to any services, work and/or materials performed or provided by any Defendant relating to wedding venues, services, and products;

19. From 2015 to the present, any sharing or referral agreements, including revenue and expense sharing, between any Defendants in this lawsuit;
20. From 2015 to the present, all marketing, solicitation and other methods and efforts used by any Defendant to obtain business and/or revenue from wedding venues, services, and products;
21. From 2015 to the present, the identity, including addresses, phone numbers, social security numbers, W-2s and 1099s for any employees, consultants and/or contractors for any Defendant;
22. From 2015 to the present, any professional licenses held by any employees, consultants and/or contractors of any Defendant who performed or offered to perform or provide wedding venues, services, and materials;
23. The location of all prepayments made by any Plaintiff and potential Class member for wedding venues, services, and materials;
24. From 2015 to the present, the ownership of each wedding venue offered, marketed, pictured, advertised, and used by any Defendant for weddings; and
25. Communications by any Defendant with Plaintiffs and any potential Class member related to wedding cancellations, rescheduling, and/or collection of monies related to the COVID-19 pandemic.

Said deposition shall be taken in return according to law to be used as evidence upon the trial of the case.

The deposition will continue from day to day until completed. Said deposition will be taken in the presence of a certified court reporter. Said deposition may also be taken by non-stenographical means, to wit: videotape.

The Organizational Representative for Walters Wedding Estates IP, LLC d/b/a The Chapel at Ana Villa is directed to bring the following items to the extent not previously produced:

1. A true and correct copy of any tangible item which shows and/or reflects any correspondence, communications, email and/or contact with, amongst or between any of the parties to this lawsuit and which relate to the facts, circumstances of this lawsuit and/or Plaintiffs' claims made the basis of this lawsuit.
2. A true and correct copy of any tangible item which shows, reveals and/or refers to Plaintiffs, including but not limited to: any contracts, agreements, correspondence, and/or electronic mail.
3. A true and correct copy of any tangible item and/or communications showing the name, address, and/or telephone number of any person or entity who was employed by or retained by you, your agents, servants, or employees to conduct an investigation into the facts, circumstances, and/or subject matter of this lawsuit, Plaintiffs and/or Plaintiffs' claims made the basis of this lawsuit.
4. A true and correct copy of any tangible item and/or communications showing the names, addresses and/or telephone numbers of all persons contacted by any investigator hired by you, your agents, employees, or servants and relating to the facts and circumstances of this lawsuit, Plaintiffs and/or Plaintiffs' claims made the basis of this lawsuit.
5. A true and correct copy of all statements, whether recorded, transcribed, and/or written, made and/or obtained from Plaintiffs (or any of Plaintiffs' respective agents or representatives), Defendants (or any of Defendant's respective agents or representatives), or anyone regarding any aspect of the facts, circumstances of this lawsuit, Plaintiffs and/or Plaintiffs' claims made the basis of this lawsuit.
6. A true and correct copy of any and any tangible item, including but not limited to: charts, drawings, photographs, pictures, slides, movies and/or videos relating to any investigation conducted by any Defendant relating to the facts and circumstances of this lawsuit, Plaintiffs' claims made the basis of this lawsuit and/or Plaintiffs.
7. A true and correct copy of all checks, vouchers and/or other methods of payment made to Plaintiffs by or on behalf of any Defendant or to any Defendant by Plaintiffs or on Plaintiffs' behalf.
8. A true and correct copy of any tangible item relating to communications between Defendant with any other Defendant relating to Plaintiffs, this lawsuit, Plaintiffs' claims and allegations, any defenses asserted by any Defendant, any ongoing or anticipated investigation or inquiry by law enforcement or any other governmental authority, and/or any compilation of data such as a file

established by any Defendant or its representative excluding legal counsel. This Request includes, but is not limited to: research, notes, emails, reports, records, messages, text messages, SMS, MMS, recordings, recorded calls, correspondence, faxes, responses, chronologies, letters, agreements, representations, payments, cost-sharing, referrals and referral arrangements, indemnification, reimbursement, insurance coverage, admissions, governmental investigations, and defense of this lawsuit and claims.

9. A true and correct copy of all electronic recordings, summaries, and/or transcripts of any meetings, conversations, or events in which Plaintiffs (or their respective agents or representatives) were participants or were a topic of discussion (whether partially or fully) excluding communications between counsel.
10. A true and correct copy of any tangible item regarding any investigations, interviews and/or conversations conducted by you, your company, your employees, your agents, your associates, and/or others relating to Plaintiffs, the facts, circumstances of this lawsuit, Plaintiffs' claims made the basis of this lawsuit, and/or any claims and/or allegations where any Defendant represented Plaintiffs.
11. A true and correct copy of any purported document signed by Plaintiffs, including but not limited to: any agreements, contracts, contractor agreements, mediation agreements, authorizations, worksheets, statements, disclosures, instructions, acknowledgements, approvals, checks, drafts, or any other negotiable instrument.
12. A true and correct copy of the file and/or compilation of data you have compiled relating to Plaintiffs and/or any person requesting a refund from March 2020 to the present.
13. A true and correct copy of the file and/or compilation of data relating to any lawsuit filed or threatened on Plaintiffs' behalf or any potential Class member including refund requests. This includes notes, research, depositions, discovery, investigations, correspondence, communications, chronologies, work product, photographs, videos, reports, expenses, payments, computer files and data compilations, worksheets, demands, litigation plans, copies, court orders, pleadings, and any other item any Defendant maintains when representing a party in an insurance claim.
14. A true and correct copy of any tangible item reflecting any remuneration received and/or obtained by any Defendant relating to Plaintiffs.

15. A true and correct copy of any tangible item reflecting any expense and/or cost relating to any Defendant's services and/or products to Plaintiffs.
16. A true and correct copy of any tangible item reflecting any payment to any other Defendant in this lawsuit directly relating to Plaintiffs.
17. A true and correct copy of any compilation of data, lists, accounting records, cancelled checks, electronic payments, and/or fees paid to any Defendant by any Plaintiff and/or potential Class member relating to any weddings scheduled from March 2020 to the present.
18. A true and correct copy of any tangible items reflecting any actual person to person contact between any Defendant's representative and Plaintiffs.
19. From March 2020 to the present, a true and correct copy of all refunds including electronic data made by any Defendant or Defendant related entity to any potential Class member.
20. From 2015 to the present, a true and correct copy of any tangible item relating to any notices, demands, disclosures, marketing, and policies of any Defendant for its employees, representatives, consultants, vendors, officers, and owners relating to wedding venues, services, and products offered to the public.
21. From March 2020 to the present, a true and correct copy of any refund, refund request, demand, claim, or entitlement made to any Defendant relating to wedding venues, services, and products.
22. From March 2020 to the present, a true and correct copy of any tangible item reflecting the circumstances, conditions, and explanation for refusing, ignoring, denying, or delaying any refund request for wedding venues, services, or products.
23. A true and correct copy of any tangible item and electronic data of any form or type of agreement used by any Defendant from 2019 to the present.
24. From March 2020 to the present, a true and correct copy of any tangible item reflecting any explanations, discussions, acknowledgements, admissions, representations, and/or promises made by any Defendant or any representative or agent of any Defendant to any Plaintiff and/or potential Class member.
25. From 2019, a true and correct copy of any tangible item reflecting any Defendants' procedures, protocols, policies, requirements, standards, and/or regulations for securing, obtaining, handling, addressing, and/or selling any

wedding venue, services, and products.

26. A true and correct copy of any tangible item including electronic data reflecting the whereabouts of any Plaintiff and potential Class member's deposits for wedding venues, services, and products.
27. A true and correct copy of any tangible item including electronic data reflecting any Defendant's policies, procedures, treatment, plans, options, and choices for wedding scheduled from March 1, 2020 to the present.
28. A true and correct copy of any tangible item reflecting on the validity and/or enforceability of any agreement relied on by any Defendant.

Respectfully submitted,

LAW OFFICE OF MARK A. TICER

By: /s/ Mark A. Ticer

Mark A. Ticer

State Bar #20018900

mticer@ticerlaw.com

Jennifer W. Johnson

State Bar #24060029

jjohnson@ticerlaw.com

10440 N. Central Expressway, Suite 600

Dallas, Texas 75231

(214) 219-4220

(214) 219-4218 (FAX)

ATTORNEYS FOR PLAINTIFFS

CAUSE NO. _____

**BRIANNA CONN and
REX SIMMONS,**
Plaintiffs

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IN THE COUNTY COURT

v.

AT LAW NO. _____

**WALTERS WEDDING ESTATES IP,
LLC, d/b/a THE CHAPEL AT ANA
VILLA and CHAPEL AT ANA VILLA
THE COLONY, LLC, KRP B&B, LLC,
KRP, LP, KEITH WALTERS, and
SARAH WALTERS**
Defendants

DALLAS COUNTY, TEXAS

**PLAINTIFFS' NOTICE OF INTENT TO TAKE THE ORAL DEPOSITION
DUCES TECUM OF THE ORGANIZATIONAL REPRESENTATIVE(S) FOR
KRB B&B, LLC and KRB, LP**

- TO: Defendant Walters Wedding Estates IP, LLC d/b/a The Chapel at Ana Villa, by and through its registered agent for service of process: Keith Walters, 5804 Southern Hills Drive, Flower Mound, Texas 75022.
- TO: Defendant Chapel at Ana Villa The Colony, LLC, by and through its registered agent for service of process: Keith Walters, 5804 Southern Hills Drive, Flower Mound, Texas 75022.
- TO: Defendant KRP B&B, LLC, by and through its registered agent for service of process: Keith Walters, 2602 Lillian Miller Parkway, Denton, Texas 76210.
- TO: Defendant KRP, LP, by and through its registered agent for service of process: Keith Walters, 5804 Southern Hills Drive, Flower Mound, Texas 75022.
- TO: Defendant Keith Walters: 5804 Southern Hills Drive, Flower Mound, Texas 75022.
- TO: Defendant Sarah Walters: 5804 Southern Hills Drive, Flower Mound, Texas 75022.

18. By year, from 2015 to the present, the amount of fees, revenue, monies, referral payments, and anything exchanged for value over \$100 relating to any services, work and/or materials performed or provided by any Defendant relating to wedding venues, services, and products;
19. From 2015 to the present, any sharing or referral agreements, including revenue and expense sharing, between any Defendants in this lawsuit;
20. From 2015 to the present, all marketing, solicitation and other methods and efforts used by any Defendant to obtain business and/or revenue from wedding venues, services, and products;
21. From 2015 to the present, the identity, including addresses, phone numbers, social security numbers, W-2s and 1099s for any employees, consultants and/or contractors for any Defendant;
22. From 2015 to the present, any professional licenses held by any employees, consultants and/or contractors of any Defendant who performed or offered to perform or provide wedding venues, services, and materials;
23. The location of all prepayments made by any Plaintiff and potential Class member for wedding venues, services, and materials;
24. From 2015 to the present, the ownership of each wedding venue offered, marketed, pictured, advertised, and used by any Defendant for weddings; and
25. Communications by any Defendant with Plaintiffs and any potential Class member related to wedding cancellations, rescheduling, and/or collection of monies related to the COVID-19 pandemic.

Said deposition shall be taken in return according to law to be used as evidence upon the trial of the case.

The deposition will continue from day to day until completed. Said deposition will be taken in the presence of a certified court reporter. Said deposition may also be taken by non-stenographical means, to wit: videotape.

The Organizational Representative(s) for KRP B&B, LLC and KRP, LP is directed to bring the following items to the extent not previously produced:

1. A true and correct copy of any tangible item which shows and/or reflects any correspondence, communications, email and/or contact with, amongst or between any of the parties to this lawsuit and which relate to the facts, circumstances of this lawsuit and/or Plaintiffs' claims made the basis of this lawsuit.
2. A true and correct copy of any tangible item which shows, reveals and/or refers to Plaintiffs, including but not limited to: any contracts, agreements, correspondence, and/or electronic mail.
3. A true and correct copy of any tangible item and/or communications showing the name, address, and/or telephone number of any person or entity who was employed by or retained by you, your agents, servants, or employees to conduct an investigation into the facts, circumstances, and/or subject matter of this lawsuit, Plaintiffs and/or Plaintiffs' claims made the basis of this lawsuit.
4. A true and correct copy of any tangible item and/or communications showing the names, addresses and/or telephone numbers of all persons contacted by any investigator hired by you, your agents, employees, or servants and relating to the facts and circumstances of this lawsuit, Plaintiffs and/or Plaintiffs' claims made the basis of this lawsuit.
5. A true and correct copy of all statements, whether recorded, transcribed, and/or written, made and/or obtained from Plaintiffs (or any of Plaintiffs' respective agents or representatives), Defendants (or any of Defendant's respective agents or representatives), or anyone regarding any aspect of the facts, circumstances of this lawsuit, Plaintiffs and/or Plaintiffs' claims made the basis of this lawsuit.
6. A true and correct copy of any and any tangible item, including but not limited to: charts, drawings, photographs, pictures, slides, movies and/or videos relating to any investigation conducted by any Defendant relating to the facts and circumstances of this lawsuit, Plaintiffs' claims made the basis of this lawsuit and/or Plaintiffs.
7. A true and correct copy of all checks, vouchers and/or other methods of payment made to Plaintiffs by or on behalf of any Defendant or to any Defendant by Plaintiffs or on Plaintiffs' behalf.

8. A true and correct copy of any tangible item relating to communications between Defendant with any other Defendant relating to Plaintiffs, this lawsuit, Plaintiffs' claims and allegations, any defenses asserted by any Defendant, any ongoing or anticipated investigation or inquiry by law enforcement or any other governmental authority, and/or any compilation of data such as a file established by any Defendant or its representative excluding legal counsel. This Request includes, but is not limited to: research, notes, emails, reports, records, messages, text messages, SMS, MMS, recordings, recorded calls, correspondence, faxes, responses, chronologies, letters, agreements, representations, payments, cost-sharing, referrals and referral arrangements, indemnification, reimbursement, insurance coverage, admissions, governmental investigations, and defense of this lawsuit and claims.
9. A true and correct copy of all electronic recordings, summaries, and/or transcripts of any meetings, conversations, or events in which Plaintiffs (or their respective agents or representatives) were participants or were a topic of discussion (whether partially or fully) excluding communications between counsel.
10. A true and correct copy of any tangible item regarding any investigations, interviews and/or conversations conducted by you, your company, your employees, your agents, your associates, and/or others relating to Plaintiffs, the facts, circumstances of this lawsuit, Plaintiffs' claims made the basis of this lawsuit, and/or any claims and/or allegations where any Defendant represented Plaintiffs.
11. A true and correct copy of any purported document signed by Plaintiffs, including but not limited to: any agreements, contracts, contractor agreements, mediation agreements, authorizations, worksheets, statements, disclosures, instructions, acknowledgements, approvals, checks, drafts, or any other negotiable instrument.
12. A true and correct copy of the file and/or compilation of data you have compiled relating to Plaintiffs and/or any person requesting a refund from March 2020 to the present.
13. A true and correct copy of the file and/or compilation of data relating to any lawsuit filed or threatened on Plaintiffs' behalf or any potential Class member including refund requests. This includes notes, research, depositions, discovery, investigations, correspondence, communications, chronologies, work product, photographs, videos, reports, expenses, payments, computer files and data compilations, worksheets, demands, litigation plans, copies, court orders, pleadings, and any other item any Defendant maintains when representing a

party in an insurance claim.

14. A true and correct copy of any tangible item reflecting any remuneration received and/or obtained by any Defendant relating to Plaintiffs.
15. A true and correct copy of any tangible item reflecting any expense and/or cost relating to any Defendant's services and/or products to Plaintiffs.
16. A true and correct copy of any tangible item reflecting any payment to any other Defendant in this lawsuit directly relating to Plaintiffs.
17. A true and correct copy of any compilation of data, lists, accounting records, cancelled checks, electronic payments, and/or fees paid to any Defendant by any Plaintiff and/or potential Class member relating to any weddings scheduled from March 2020 to the present.
18. A true and correct copy of any tangible items reflecting any actual person to person contact between any Defendant's representative and Plaintiffs.
19. From March 2020 to the present, a true and correct copy of all refunds including electronic data made by any Defendant or Defendant related entity to any potential Class member.
20. From 2015 to the present, a true and correct copy of any tangible item relating to any notices, demands, disclosures, marketing, and policies of any Defendant for its employees, representatives, consultants, vendors, officers, and owners relating to wedding venues, services, and products offered to the public.
21. From March 2020 to the present, a true and correct copy of any refund, refund request, demand, claim, or entitlement made to any Defendant relating to wedding venues, services, and products.
22. From March 2020 to the present, a true and correct copy of any tangible item reflecting the circumstances, conditions, and explanation for refusing, ignoring, denying, or delaying any refund request for wedding venues, services, or products.
23. A true and correct copy of any tangible item and electronic data of any form or type of agreement used by any Defendant from 2019 to the present.
24. From March 2020 to the present, a true and correct copy of any tangible item reflecting any explanations, discussions, acknowledgements, admissions, representations, and/or promises made by any Defendant or any representative

or agent of any Defendant to any Plaintiff and/or potential Class member.

25. From 2019, a true and correct copy of any tangible item reflecting any Defendants' procedures, protocols, policies, requirements, standards, and/or regulations for securing, obtaining, handling, addressing, and/or selling any wedding venue, services, and products.
26. A true and correct copy of any tangible item including electronic data reflecting the whereabouts of any Plaintiff and potential Class member's deposits for wedding venues, services, and products.
27. A true and correct copy of any tangible item including electronic data reflecting any Defendant's policies, procedures, treatment, plans, options, and choices for wedding scheduled from March 1, 2020 to the present.
28. A true and correct copy of any tangible item reflecting on the validity and/or enforceability of any agreement relied on by any Defendant.

Respectfully submitted,

LAW OFFICE OF MARK A. TICER

By: /s/ Mark A. Ticer

Mark A. Ticer

State Bar #20018900

mticer@ticerlaw.com

Jennifer W. Johnson

State Bar #24060029

jjohnson@ticerlaw.com

10440 N. Central Expressway, Suite 600

Dallas, Texas 75231

(214) 219-4220

(214) 219-4218 (FAX)

ATTORNEYS FOR PLAINTIFFS

CAUSE NO. _____

**BRIANNA CONN and
REX SIMMONS,
*Plaintiffs***

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IN THE COUNTY COURT

v.

AT LAW NO. _____

**WALTERS WEDDING ESTATES IP,
LLC, d/b/a THE CHAPEL AT ANA
VILLA and CHAPEL AT ANA VILLA
THE COLONY, LLC, KRP B&B, LLC,
KRP, LP, KEITH WALTERS, and
SARAH WALTERS
*Defendants***

DALLAS COUNTY, TEXAS

**PLAINTIFFS' NOTICE OF INTENT TO TAKE THE ORAL DEPOSITION
DUCES TECUM OF SARAH WALTERS**

- TO: Defendant Walters Wedding Estates IP, LLC d/b/a The Chapel at Ana Villa, by and through its registered agent for service of process: Keith Walters, 5804 Southern Hills Drive, Flower Mound, Texas 75022.
- TO: Defendant Chapel at Ana Villa The Colony, LLC, by and through its registered agent for service of process: Keith Walters, 5804 Southern Hills Drive, Flower Mound, Texas 75022.
- TO: Defendant KRP B&B, LLC, by and through its registered agent for service of process: Keith Walters, 2602 Lillian Miller Parkway, Denton, Texas 76210.
- TO: Defendant KRP, LP, by and through its registered agent for service of process: Keith Walters, 5804 Southern Hills Drive, Flower Mound, Texas 75022.
- TO: Defendant Keith Walters: 5804 Southern Hills Drive, Flower Mound, Texas 75022.
- TO: Defendant Sarah Walters: 5804 Southern Hills Drive, Flower Mound, Texas 75022.

In accordance with Rule 199 of the TEXAS RULES OF CIVIL PROCEDURE, please take notice that the deposition of the Sarah Walters will be taken on July 30, 2020 at 10:00 a.m. at the Law Office of Mark A. Ticer, 10440 N. Central Expressway, Suite 600, Dallas, Texas 75231.

Said deposition shall be taken in return according to law to be used as evidence upon the trial of the case.

The deposition will continue from day to day until completed. Said deposition will be taken in the presence of a certified court reporter. Said deposition may also be taken by non-stenographical means, to wit: videotape.

Sarah Walters is directed to bring the following items to the extent not previously produced:

1. COPY FROM RFPS? OR NO DUCES TECUM?

Respectfully submitted,

LAW OFFICE OF MARK A. TICER

By: /s/Mark A. Ticer

Mark A. Ticer

State Bar #20018900

mticer@ticerlaw.com

Jennifer W. Johnson

State Bar #24060029

jjohnson@ticerlaw.com

10440 N. Central Expressway, Suite 600

Dallas, Texas 75231

(214) 219-4220

(214) 219-4218 (FAX)

ATTORNEYS FOR PLAINTIFFS

CAUSE NO. _____

**BRIANNA CONN and
REX SIMMONS,**
Plaintiffs

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IN THE COUNTY COURT

v.

AT LAW NO. _____

**WALTERS WEDDING ESTATES IP,
LLC, d/b/a THE CHAPEL AT ANA
VILLA and CHAPEL AT ANA VILLA
THE COLONY, LLC, KRP B&B, LLC,
KRP, LP, KEITH WALTERS, and
SARAH WALTERS**
Defendants

DALLAS COUNTY, TEXAS

**PLAINTIFFS' NOTICE OF INTENT TO TAKE THE ORAL DEPOSITION
DUCES TECUM OF KEITH WALTERS**

- TO: Defendant Walters Wedding Estates IP, LLC d/b/a The Chapel at Ana Villa, by and through its registered agent for service of process: Keith Walters, 5804 Southern Hills Drive, Flower Mound, Texas 75022.
- TO: Defendant Chapel at Ana Villa The Colony, LLC, by and through its registered agent for service of process: Keith Walters, 5804 Southern Hills Drive, Flower Mound, Texas 75022.
- TO: Defendant KRP B&B, LLC, by and through its registered agent for service of process: Keith Walters, 2602 Lillian Miller Parkway, Denton, Texas 76210.
- TO: Defendant KRP, LP, by and through its registered agent for service of process: Keith Walters, 5804 Southern Hills Drive, Flower Mound, Texas 75022.
- TO: Defendant Keith Walters: 5804 Southern Hills Drive, Flower Mound, Texas 75022.
- TO: Defendant Sarah Walters: 5804 Southern Hills Drive, Flower Mound, Texas 75022.

In accordance with Rule 199 of the TEXAS RULES OF CIVIL PROCEDURE, please take notice that the deposition of the Keith Walters will be taken on July 29, 2020 at 2:00 p.m. at the Law Office of Mark A. Ticer, 10440 N. Central Expressway, Suite 600, Dallas, Texas 75231.

Said deposition shall be taken in return according to law to be used as evidence upon the trial of the case.

The deposition will continue from day to day until completed. Said deposition will be taken in the presence of a certified court reporter. Said deposition may also be taken by non-stenographical means, to wit: videotape.

Keith Walters is directed to bring the following items to the extent not previously produced:

1. COPY FROM RFPS? OR NO DUCES TECUM?

Respectfully submitted,

LAW OFFICE OF MARK A. TICER

By: /s/ Mark A. Ticer

Mark A. Ticer

State Bar #20018900

mticer@ticerlaw.com

Jennifer W. Johnson

State Bar #24060029

jjohnson@ticerlaw.com

10440 N. Central Expressway, Suite 600

Dallas, Texas 75231

(214) 219-4220

(214) 219-4218 (FAX)

ATTORNEYS FOR PLAINTIFFS