

CAUSE NO. 18-C-3491

**STREETS TO SHEETS ANIMAL
RESCUE**

Plaintiff,

v.

**MUTTS & MAYHEM ANIMAL
RESCUE and SELENA SCHMIDT**

Defendants.

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IN THE COUNTY COURT AT LAW

NO. 1

ELLIS COUNTY, TEXAS

**DEFENDANT MUTTS & MAYHEM ANIMAL RESCUE'S
FIRST SET OF WRITTEN DISCOVERY TO PLAINTIFF**

**TO: Streets to Sheets Animal Rescue, Plaintiff by and through its attorney
of record, Randall E. Turner, Law Offices of Randall E. Turner,
PLLC, 5017 El Campo Avenue, Fort Worth, Texas 76107.**

Defendant Mutts & Mayhem Animal Rescue serve its First Set of Interrogatories, First Request for Production, and First Request for Admissions on Plaintiff Streets to Sheets Animal Rescue, which are to be answered separately and in writing within 30 days after service hereof.

Respectfully submitted,

By: _____

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ATTORNEYS FOR DEFENDANTS

CERTIFICATE OF SERVICE

I certify that on November 5, 2018, a true and correct copy of the foregoing document was served on all counsel of record via electronic service.



NINA L. VALDEZ

INSTRUCTIONS

1. Answer these discovery requests separately and accurately in writing in accordance with the Texas Rules of Civil Procedure.
2. The Interrogatories are to be verified by Plaintiff.
3. You must deliver a Response to the Requests for Production and all accompanying document production to the offices of counsel for Defendants, Cowles & Thompson, P.C., located at 901 Main Street, Suite 3900, Dallas, Texas 75202 within thirty (30) days from the date of service.
4. The definitions listed below are to be construed as broadly as possible to include the most information or documents responsive to the discovery requests propounded herein.
5. These discovery requests are continuing. In the event that any information or material responsive to any discovery request comes to your attention, possession, custody, or control, or the attention, possession, custody, or control, or your agents, employees, affiliates, subsidiaries, accountants, partners, officers, family members, directors, or attorneys subsequent to the filing of your response, you are required to furnish the additional information, answers, or material to Defendant as soon as possible.
6. Whenever any Electronically Stored Information (“ESI”), as that term is defined herein, is responsive to a request for production, such ESI shall be produced, in accordance to the ESI protocol agreed to by the parties, in both native format as well as in TIFF or PDF file format and shall include all metadata.

DEFINITIONS

The following terms shall have the meanings indicated below and each time any such word is used in this discovery request, you will be charged with knowledge of such definitions in responding. In each case, your response should respond to all the elements or questions included in such defined words.

1. The terms “**You**,” “**Your**,” “**Street to Sheets**,” and “**Plaintiff**” refer to Plaintiff Streets to Sheets Animal Rescue and includes its principals, members, shareholders, officers, directors, trustees, employees, staff members, agents and representatives.
2. The term “**Mutts & Mayhem**” refers to Defendant Mutts & Mayhem Animal Rescue and includes its principals, members, shareholders, officers, directors, trustees, employees, staff members, agents and representatives.
3. The term “**Hobo**” refers to the Great Pyrenees dog made the basis of this suit.
4. The term “**Twisted Tails**” refers to non-party Twisted Tails Animal Rescue and includes its principals, members, shareholders, officers, directors, trustees, employees, staff members, agents and representatives.

5. The term “**Petition**” refers to *Plaintiff’s Second Amended Petition and Request for Temporary Injunction* in Cause No. 18-C-3491, In the County Court at Law No. 1, Ellis County, Texas, and all amendments and supplements thereto.

6. The term “**Makeshift Cage**” refers to the “makeshift cage” described in paragraph 9 of *Plaintiff’s Second Amended Petition and Request for Temporary Injunction*.

7. The terms “**Document**” and “**Documents**” have the broadest meaning ascribed to it under the Texas-Rules of Civil Procedure and includes the original and each non-identical copy of any written, printed, typed, filmed, recorded (electronically or otherwise), or other graphic matter of any kind or description, photographic matter, sound recordings or reproductions, however produced or reproduced, whether draft or final, as well as any summarization, compilation, or index of any documents. The terms “document” and “documents” include, but are not limited to, letters, memoranda, reports, evaluations, x-rays, work records, studies, analysis, tabulations, graphs, logs, work sheets, work papers, medical records, correspondence, photographs, videotapes, films, slides, negatives, summaries, files, records, communications, agreements, contracts, invoices, checks, journals, ledgers, telegrams, telexes, hand-written notes, periodicals, pamphlets, computer or business machine printouts, accountants’ work papers, accountants’ statements and writings, notations or records of meetings, printers’ galleys, books, papers, speeches, public relations issues, advertising, materials filed with government agencies, office manuals, employee manuals or office rules and regulations, reports of experts, and any other written matter. The terms “document” and “documents” include any Electronically Stored Information.

8. The terms “**Communication**” and “**Communications**,” or any variant thereof, mean any contact between two or more persons by which any information or knowledge is transmitted or conveyed between two or more persons and shall include, without limitation, written contact by means such as letters, memoranda, telegrams, telecopies, faxes, e-mails, text messages, or any other document, and any oral contact, such as face-to-face meetings or telephone conversations. The terms “communication” and “communications” include any Electronically Stored Information.

9. The terms “**Electronically Stored Information**” and “**ESI**” mean, without limitation, databases, data files, program files, image files, e-mail messages and files, voice-mail messages and files, text messages, temporary files, system-history files, deleted files, programs, or e-mails, backup files and archival tapes, website files, website information stored in textual, graphical, or audio format, cache files, and cookies.

10. The terms “**Person**” and “**Persons**” refer to any individual, corporation, general partnership, limited partnership, joint venture, association, joint-stock company, trust, incorporated organization, government or political subdivision thereof, and any other non-natural person of whatever nature.

11. The term “**all**” includes and encompasses “**any**.” The term “**any**” includes and encompasses “**all**.”

12. The word “**and**” and the word “**or**” shall be construed conjunctively or disjunctively as necessary to make the request inclusive rather than exclusive.

13. The phrases “**relate to,**” “**related to,**” and “**relating to,**” or any variant thereof, include, but are not limited to, the following meanings: referring to, supporting, located in, considered in connection with, bearing, bearing on, evidencing, indicating, reporting on, recording, alluding to, responding to, concerning, opposing, favoring, connected with, commenting on, in respect of, about, regarding, discussing, showing, describing, reflecting, analyzing, constituting and being.

14. Any reference to an individual person, either singularly or as part of a defined group, includes that person’s past and present agents, legal representatives, non-legal representatives, personal representatives, attorneys, employees, heirs, successors, and assigns, and also includes individuals and entities who act, have acted, purport to act, or have purported to act on behalf of such individual person.

15. Any reference to a non-natural person includes that person’s past and present directors, officers, agents, predecessors, successors, assigns, legal representatives, non-legal representatives, personal representatives, attorneys, general partners, limited partners, employees, subsidiaries and parent companies, sister companies, affiliated entities, and also includes individuals and entities who act, have acted, purport to act, or have purported to act on behalf of such non-natural person.

16. The singular includes the plural and vice versa.

17. The masculine gender includes the feminine and vice versa.

All other terms are to be interpreted in accordance with their normal usage in the English language.

TIME PERIOD

Unless otherwise noted in the request, the following Interrogatories and/or Requests are limited to information from the following time period: **June 1, 2018 through the date of trial.** This time period (and all time periods herein referring to the “date of trial”) anticipates that all information available to you will be disclosed and will be supplemented and/or amended pursuant to TEX. R. CIV. P. 193.5 through the pendency of this suit.

INTERROGATORIES

1. Identify the amount of time that Hobo was trapped in Your Makeshift Cage before he escaped from it.
2. Identify the consideration or anything of value that was bargained for in exchange for the alleged:
 - a. Agreement(s) that Hobo would be returned to You;
 - b. Agreement(s) that Hobo was Your property; and
 - c. Bailment agreement made the basis of Your “Breach of Bailment Agreement” claim.
3. For each Person that aided in capturing Hobo at any time during the month of June 2018:
 - a. Identify his/her full name, address, and telephone number;
 - b. Identify the entity and/or organization, if any, with whom he/she is a member or volunteer; and
 - c. Describe what he/she did to aid in Hobo’s capture, including the date on which he/she took the described action.
4. Prior to Mutts & Mayhem’s involvement with Hobo’s capture:
 - a. Describe what You planned to do with Hobo after You took possession of him;
 - b. Identify (by full name, address, and telephone number) the Person with whom Hobo would temporarily stay with, live with, be placed with and/or fostered by;
 - c. Identify the date on which the Person identified in Your answer to Interrogatory 4(b) above agreed that Hobo would temporarily stay with, live with, be placed with and/or fostered by said Person;
 - d. Identify the amount of time that the Person identified in Your answer to Interrogatory 4(b) above agreed that Hobo could temporarily stay with, live with, be placed with and/or fostered by said Person; and
 - e. Describe Your plan for Hobo’s long-term care, including his adoption; and
 - f. Identify (by full name, address, and telephone number) the Person who was (with your agreement and/or approval) to adopt Hobo;
 - g. Identify the date on which the Person identified in Your answer to Interrogatory 4(f) above agreed to adopt Hobo; and
 - h. Identify the date on which you agreed to and/or approved Hobo’s adoption by the Person identified in Your answer to Interrogatory 4(f).

REQUESTS FOR PRODUCTION

1. Produce all Documents, including any Communications, regarding the consideration or anything of value that was bargained for in exchange for the alleged agreement(s) that Hobo would be returned to You and/or that Hobo was Your property.
2. Produce all Documents, including any Communications, regarding the consideration or anything of value that was bargained for in exchange for the alleged bailment agreement made the basis of Your “Breach of Bailment Agreement” claim.
3. Produce all Documents on which You rely to substantiate the amount of Your alleged damages, including the amount of any alleged attorneys’ fees and litigation-related costs that You seek to recover by this suit.
4. Produce all Documents (including any Communications, photographs, and video recordings) related to Your alleged capture of Hobo as described in paragraph 9 of *Plaintiff’s Second Amended Petition and Request for Temporary Injunction* filed in this suit.
5. Produce all Documents (including any Communications, photographs, and video recordings) related to Hobo’s capture including the video allegedly made of Plaintiff’s alleged June 16, 2016 capture of Hobo as referenced in Paragraph 9 of Plaintiff’s Petition.
6. Produce all Documents on which You rely to support Your allegation that “[Defendants did] not want to turn off the money spigot and have decided to keep Hobo as a fundraising gimmick” as alleged in paragraph 15 of *Plaintiff’s Second Amended Petition and Request for Temporary Injunction* filed in this suit.
7. Produce all Documents, including any Communications, regarding and/or related to the amount of money that You received for Hobo’s capture or care and/or for Hobo’s benefit.
8. Produce all Documents, including any Communications, regarding and/or related to the amount of money that You have paid or incurred in relation to Hobo’s capture or care and/or for Hobo’s benefit.
9. Produce all Documents, including any Bylaws and organizational minutes, reflecting Your policies and procedures for the capture, care, fostering, and adoption of the animals that You rescue.
10. Produce Your balance sheets, income statements, and cash flow statements from April 1, 2018 through the date of trial.
11. Produce all Documents, including any Communications, related to the planning and/or logistics of Hobo’s capture in June 2018, including without limitation Documents related to Hobo’s daily feedings, administration of antibiotics, documentation of Hobo’s routine, locating Hobo’s primary resting areas, mapping out Hobo’s routes of travel, surveillance of Hobo, and the traps placed to capture him.

12. Produce all volunteer sign-in sheets, if any, for each date on which Your volunteers made any effort to capture Hobo.
13. Produce all Documents, including any Communications, on which You rely to substantiate Your allegation that any and all efforts to capture Hobo were made and/or done for You and/or on Your behalf.
14. Produce all Documents, including any Communications, exchanged between You and any Person regarding and/or related to Hobo, including without limitation any Documents or Communications exchanged between You and Mutts & Mayhem or exchanged between You and Twisted Tails.
15. Produce all Documents, including any Communications, related to Hobo's temporary and permanent placements described in Your answers to Interrogatory numbers 4(a) through 4(h) above, including all Documents regarding any efforts that you made to ensure that the Person with whom Hobo was temporarily and/or permanently placed could provide Hobo with safe and proper care.

REQUEST FOR ADMISSIONS

1. Admit that, at the time of Hobo's capture, You did not intend to adopt Hobo.
2. Admit that on June 26, 2018 and at all times prior thereto, You intended to place Hobo up for adoption after he received proper medical attention.
3. Admit that prior to Hobo's capture on June 26, 2017, You had not identified any Person with whom Hobo could live with, stay, be placed and/or to foster him.
4. Admit that Hobo escaped from the Makeshift Cage.
5. Admit that none of the donations that You received for Hobo's benefit have been used for Hobo's capture.
6. Admit that none of the donations that You received for Hobo's benefit have been used for Hobo's medical treatments.
7. Admit that none of the donations that You received for Hobo's benefit have been used for Hobo's care.
8. Admit that Mutts & Mayhem has had physical possession of Hobo since June 26, 2018.
9. Admit that You never had physical possession of Hobo.
10. Admit that You have never had control of Hobo.
11. Admit that Hobo is currently in good physical condition.
12. Admit that the trap that was used to capture Hobo on June 26, 2018 was owned by Mutts & Mayhem.

13. Admit that the trap that was used to capture Hobo on June 26, 2018 was locked and secured by Mutts & Mayhem.
14. Admit that Mutts & Mayhem assisted with Hobo's capture on June 26, 2018.
15. Admit you deleted posts from social media after receipt of Plaintiff' cease and desist correspondence dated July 13, 2018, in which a litigation hold was demanded.