

CAUSE NO. 423-1878

GABRIELLA CHRISTINA DANISE and
TEXAS HOUSING JUSTICE LEAGUE,
Plaintiffs

V.

CAROL DRIGGERS AND
CHESTNUT STREET BONDING CO.,
Defendants

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IN THE DISTRICT COURT

423rd JUDICIAL DISTRICT

BASTROP COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION

COMES NOW, GABRIELLA CHRISTINA DANISE and the TEXAS HOUSING JUSTICE LEAGUE, Plaintiffs herein, and file this Original Petition against Defendants CAROL DRIGGERS and CHESTNUT STREET BONDING COMPANY for violations of rights as follows:

A. Discovery Control Plan

1. Plaintiffs intend to conduct discovery under Level 2 of Texas Rule of Civil Procedure 190.3.

B. Parties

- 2. Plaintiff Gabriella Christina Danise is a resident of Paige, Bastrop County, Texas.
- 3. Plaintiff Texas Housing Justice League ("THJL") is a Texas non-profit corporation and membership organization that is operated under the Texas Non-Profit Corporation Act to serve the housing interests of low-income Texans.
- 4. Defendant Carol Driggers is an individual who may be served at her place of employment at Chestnut Street Bonding Company, 1108 Chestnut Street, Bastrop, Texas 78602.

FILED 10:47am
DATE 11-15-11
Sarah Loucks
District Clerk, Bastrop County

5. Defendant Chestnut Street Bonding Company is either a partnership or a sole proprietorship and may be served with process by serving its owner, Carol Driggers, at 1108 Chestnut Street, Bastrop, Texas 78602.

C. Jurisdiction and Venue

6. This court has jurisdiction to hear this case because this suit involves title to real property. Venue is proper in Bastrop County because this suit involves the recovery of real property located in Bastrop County, Texas. Tex. Civ. Prac. & Rem. Code §15.011.

D. Facts

7. On or around May 13, 2008, Plaintiff Danise sought out Defendants for the purpose of acquiring a bail bond for Michael David Johnson. The bond amount was for \$25,000. Plaintiff Danise agreed to pay Defendants \$2,500 for the bond. To date, Plaintiff Danise has paid Defendants \$1,800.

8. On or around May 28, 2008, Plaintiff Danise again sought out Defendants for the purpose of acquiring a second bail bond for Michael David Johnson. The second bond was also in the amount of \$25,000. When Plaintiff Danise contacted Defendants about the second bond, Defendant Driggers indicated instead of cash she would use Plaintiff Danise's homestead property as collateral for the bond. Defendant Driggers instructed Plaintiff Danise by telephone to take her land deed to Defendants' attorney, Derek Van Gilder, who would draw up all of the required paperwork.

9. After speaking with Defendant Driggers, Plaintiff Danise went to Mr. Van Gilder's office with her daughter, Rebecca Johnson, and her ex-husband, Stephen Davies. Mr. Van Gilder reiterated what Defendant Driggers told Plaintiff Danise: the land was to be used as collateral for the bond and if Michael David Johnson did not appear at court, Defendants would sell the land to

repay the money put up for the bond. At the time Plaintiff Danise went to Mr. Van Gilder's office, it was 4:45 p.m. Mr. Van Gilder wanted all paperwork to be signed by 5 p.m.

10. On or around January 29, 2011, Michael David Johnson appeared for trial in Bastrop County Court at Law as ordered. Under Cause No. 45319, Michael David Johnson appeared and was sentenced, complying with the terms of the first bail bond to which Defendants served as sureties. On or around October 22, 2009, Michael David Johnson appeared for trial in Bastrop County Court at Law as ordered. Under Cause No. 45040, Michael David Johnson appeared and was sentenced, complying with the terms of the second bail bond to which Defendants served as sureties.

11. Since Michael David Johnson appeared for court on the days scheduled by the court, Plaintiff Danise believed that Defendants would not take any action against her homestead. However, sometime in 2009, Plaintiff Danise discovered she could not make any changes to her electric bill. Plaintiff Danise was told that she was not the property owner by the electric company. Plaintiff Danise contacted Defendant Driggers who maintained she had told Plaintiff Danise she was going to put the property in her name and would not release it until Plaintiff Danise paid Defendants for both bail bonds.

12. Since Plaintiff Danise had been told she did not own her property, she ceased paying property taxes. As a result, Defendants were contacted by the Bastrop County Tax Office regarding delinquent taxes. To offset those delinquent taxes, on or around August 26, 2010, Defendant Driggers filed suit against Plaintiff Danise for eviction and rent. Defendants obtained a judgment against Plaintiff Danise, but Plaintiff Danise perfected an appeal to the county court.

13. Plaintiff Danise was contacted by Defendant Driggers who requested the Plaintiff Danise drop the appeal. Defendant Driggers maintained she would deed Plaintiff Danise back her

property if she paid Defendants \$5,500. As part of the agreement, Defendant Driggers asked that Plaintiff Danise pay \$1,000 per month to her and continue to make the monthly property tax payments of \$300 to the Bastrop County Tax Office.

14. Plaintiff Danise made monthly payments to Defendants for October and November 2010. Plaintiff Danise made a payment of \$200 on January 2011. Plaintiff Danise made each monthly tax payment of \$300 through August 2011.

15. On September 4, 2011, Plaintiff Danise's mobile home was destroyed by the Bastrop fire. Plaintiff Danise requested assistance from FEMA, but FEMA required that all utilities be set up on the property where they would build a mobile home. On around September 19, 2011, Plaintiff Danise went to Aqua Water Company to set up a water meter and water service on her property. Aqua Water refused to set up service because Plaintiff Danise was not listed as the property owner. Plaintiff Danise's daughter, Rebecca Johnson, contacted Defendant Driggers to request she sign the required documents so that water service could be connected. Defendant Driggers refused to do so. As a result, Plaintiff Danise lost the use of her homestead and the potential use of a FEMA trailer.

16. On or around September 19, 2011, Plaintiff Danise contacted Defendant Driggers to offer to pay any outstanding amount of the \$5,500 agreed payment in order to obtain the deed to her property. Defendant Driggers failed to provide an amount and began to ignore Plaintiff Danise's calls.

17. On or around September 23, 2011, Plaintiff Danise went to the Bastrop County Clerk's office to obtain a copy of all the past deed records on her property. Plaintiff Danise was told by the Clerk that several other families have been experiencing similar problems with Defendants.

18. The copy of the “Special Warranty Deed” Plaintiff Danise obtained at the County Clerk’s office purported to convey Plaintiff Danise’s homestead to Defendants. However, the special warranty deed, attached as Exhibit A, contains language expressly acknowledging the parties’ intent to use the deed as surety for a bail bond. The language in the deed acknowledges the payment of a bail bond as an exception to the conveyance¹.

E. Direct, Vicarious and Participatory Liability of Defendants

19. Defendants are jointly and severally liable for the acts of each other under the following theories of direct, participatory and vicarious liability.

20. Defendant Driggers is responsible for any violations that she caused because an employee is personally liable for her own wrongful acts. Whether the employee may seek indemnification from her employer does not limit her own liability.

21. Defendant Chestnut Street is responsible for the acts of its employees acting within the scope of their employment.

22. Defendant Chestnut Street is responsible for the acts of its employees under the theory of negligent hiring, training and supervision.

23. The employees of Defendant Chestnut Street aided and abetted the wrongful acts of Driggers and vice versa. *See Kinzbach Tool Co. v. Corbett-Wallace Corp.*, 160 S.W.2d 509, 514 (Tex. 1942).

24. Defendant Chestnut Street ratified the wrongful conduct of its employees and Defendant Driggers ratified the wrongful conduct of Chestnut Street’s employees. *See Land Title Co. v. F.M. Stigler, Inc.*, 609 S.W.2d 754, 756-58 (Tex. 1980).

¹ Specifically, under “Exceptions to Conveyance and Warranty,” the purported deed proclaims: “This conveyance of the above described land is given with the understanding, and grantor especially stipulates, that in the event that any and all liabilities due or owed in this matter are paid in full, and when the Bail Agent has received actual written notice from the Courts where the case presides that the bond or bonds are fully exonerated.”

25. Defendant Chestnut Street is responsible for the wrongful acts of its employees under the theory of joint enterprise. Defendant Driggers is liable for the wrongful acts of Defendant Chestnut Street and their other employees under the theory of joint enterprise.
26. The employees of Defendant Chestnut Street civilly conspired with Driggers to take a wrongful act, and visa versa. *See Insurance Co. of N. America v. Morris*, 981 S.W.2d 667, 675 (Tex. 1998).
27. The employees of Defendant Chestnut Street were the actual or apparent agents of Chestnut Street and/or Driggers. Driggers was the actual or apparent agent of Chestnut Street. *See, e.g., Insurance Co. of N. America v. Morris*, 981 S.W.2d 667, 672 (Tex. 1998).
28. For these reasons, when this pleading references the liability of one Defendant it applies equally to the other Defendant, unless otherwise indicated. Whenever in this petition it is alleged that Defendant did any act, it is meant that Defendant performed or participated in the act, or that the officers, agents or employees of Defendant performed or participated in the act on behalf of and under the authority of Defendant.

F. Claims

Count 1- Breach of Express Warranties

29. Plaintiffs incorporate by reference paragraphs 1-28 into this cause of action.
30. Defendants made and breached warranties. Defendants made express warranties. Defendants made affirmations of fact or promise to Plaintiff Danise that related to the agreement for Defendants to become sureties of a criminal bond and became part of the basis of the bargain. This creates an express warranty that the agreement shall conform to the affirmation or promise.

31. Specifically, the Defendants promised Plaintiff Danise that if Michael David Johnson appeared to his court hearing and the bond was not forfeited as a result, then Defendants would not take Plaintiff Danise's homestead property which was pledged as collateral.

32. The special warranty deed itself also refers to the criminal bond and expresses a limitation based upon when that bond is fulfilled. As noted previously, the purported deed proclaims: "This conveyance of the above described land is given with the understanding, and grantor especially stipulates, that in the event that any and all liabilities due or owed in this matter are paid in full, and when the Bail Agent has received actual written notice from the Courts where the case presides that the bond or bonds are fully exonerated."

33. These promises created an express warranty that the agreement wherein Defendants became sureties under the criminal bond would conform to the description. The agreement did not for the reasons previously described.

Count 2- Common Law Fraud

34. Plaintiffs incorporate by reference paragraphs 1-28 into this cause of action.

35. Defendants made representations. The representations were material. The representations were false. When Defendants made the representations, Defendants knew the representations were false, or made the representations recklessly, as a positive assertion, and without knowledge of its truth. Defendants made the representation with the intent that the representations be relied upon, and they were. The representations caused Ms. Danise injury.

Count 3- Intentional Misrepresentation

36. Plaintiffs incorporate by reference paragraphs 1-28 into this cause of action.

37. Defendants made false statements of fact. Defendants also made promises of future performance with intent, at the time the promise was made, not to perform as promised.

Defendants made statements of opinion based on a false statement of fact and made statements of opinion that the maker knew to be false. Plaintiff Danise relied on the misrepresentations of Defendants and suffered harm. *Johnson & Higgins of Texas, Inc. v. Kenneco Energy, Inc.*, 962 S.W.2d 507, 524 (Tex. 1998).

Count 4- Fraud by Non-Disclosure

38. Plaintiffs incorporate by reference paragraphs 1-28 into this cause of action.
39. Defendants failed to disclose that they would not honor their agreement to become sureties on a criminal bond and return Plaintiff Danise's homestead property which was pledged as collateral even when the criminal defendant appeared before court as required.
40. The Defendants had a duty to disclose to Plaintiff Danise that they would not honor the agreement.
41. This created a substantially false impression, and Plaintiff Danise did not have an equal opportunity to discover the true facts.
42. Defendants deliberately remained silent and did not disclose the information to Plaintiff Danise.
43. The facts Defendants failed to disclose were material to Plaintiff Danise's decision to pledge her property as collateral in exchange for Defendants serving as sureties on a criminal bond.
44. By failing to disclose the facts, the Defendants intended to induce the Plaintiff Danise to give Defendants her homestead property.
45. Plaintiff Danise relied on the Defendants' nondisclosure, agreeing to pledge her property as collateral and believing that the Defendants would honor the agreement.

46. By deliberately remaining silent, Defendants directly and proximately caused injury to Plaintiff Danise. Plaintiff Danise was injured as a result of acting without the knowledge of the undisclosed facts, including, but not limited to loss of the use of her homestead and the potential loss of the use of a FEMA trailer.

47. Plaintiff Danise's injury results from Defendants' malice, or actual fraud, which entitles Plaintiff Danise to exemplary damages under Texas Civil Practice & Remedies Code, Section 41.003(a).

48. Plaintiff Danise is entitled to attorney's fees and costs pursuant to Tex. Civ. Prac. & Rem. Code § 38.01 *et seq.*

49. Plaintiff Danise is entitled to prejudgment and post-judgment interest.

Count 5- Breach of Contract

50. Plaintiffs incorporate by reference paragraphs 1-28 into this cause of action.

51. This breach of contract claim is brought by Ms. Danise. Ms. Danise may bring suit because she is a party to the contract. Ms. Danise performed, tendered performance, or was excused from performing her contractual obligations.

52. Defendants agreed to become sureties of a criminal bond for Michael Johnson by using Plaintiff Danise's homestead property as collateral. Defendants agreed that if Michael Johnson, the criminal defendant, appeared for his court hearing and the bail bond was not forfeited, then Defendants would not use Ms. Danise's homestead property to satisfy the debt.

53. Defendants' acts and omissions have breached the contract between the parties. Defendants have breached this contract by transferring ownership of Plaintiff Danise's homestead to Defendants and then refusing to transfer title back to Plaintiff Danise after Michael David Johnson appeared for his court hearing.

54. Defendants' breach of contract has caused injury to Plaintiff Danise.

55. Plaintiff Danise is entitled to attorney's fees and costs pursuant to Tex. Civ. Prac. & Rem. Code § 38.01 *et seq.* Plaintiff Danise is entitled to actual damages as well as prejudgment and post-judgment interest

Count 6- Violation of 5.079 Property Code

56. Plaintiffs incorporate by reference paragraphs 1-28 into this cause of action.

57. Although Plaintiff has performed, there has never been a transfer of recorded legal title back to Plaintiff for the parcels of property used as collateral.

58. Plaintiff Danise alleges Defendants are liable for violating 5.079 of the Property Code because Defendants are or have been the purported legal title holders of the properties.

59. Plaintiff Danise has been actually damaged and requests all applicable statutory damages from Defendants pursuant to Section 5.079 of the Texas Property Code.

Count 7 – Violation of 5.077 Property Code

60. Plaintiffs incorporate by reference paragraphs 1-28 into this cause of action.

61. Plaintiff Danise was entitled to an accounting statement each year beginning in the year 2008, to be received in the following year by January 31st. Plaintiff Danise has never received an accounting statement.

62. Plaintiffs allege Defendants are liable for violating 5.077 of the Property Code because Defendants have been the purported legal title holders of the properties.

63. Plaintiff Danise has been actually damaged by Defendants' failure, and seek all applicable statutory damages.

Count 9- Trespass to Real Property

64. Plaintiffs incorporate by reference paragraphs 1-28 into this cause of action.

65. Plaintiff Danise has rightful possession of certain real property located at lot forty-seven (47) Circle "D" Country Acres, Section Ten (10), a subdivision in Bastrop County Texas, according to the map or plat thereof recorded in Plat Cabinet #2, Page 201-B, Plat Records of Bastrop County, Texas.

66. Although Defendants fraudulently transferred title of the property, Plaintiff Danise has maintained a residence on the property until September 4, 2011, when her mobile home was burned during the Bastrop fire. Plaintiff Danise has paid property taxes to the Bastrop County Tax Office during that entire time period.

67. Defendants transfer of title is void per se. Generally, any attempt to create a lien or mortgage on homestead property is void unless it falls under one of the exceptions provided in the Texas Constitution. TEX. CONST., art. XVI, § 50(a).

68. Defendants had knowledge of Plaintiff Danise's possession of the property and consented to the possession.

69. Plaintiff Danise is entitled to a judgment for Plaintiffs and against Defendants for the full, complete, and fee simple title to the tracts of land because the transfer of title to Defendants was fraudulent and void. Plaintiff Danise is also entitled to the imposition of a constructive trust to accomplish the transfer of title to her, as necessary.

70. Plaintiff Danise hereby alleges an equitable quiet title cause of action against Defendants and would show, among other things, the following: (a) before and after the filing of this suit, Defendants' transfer of title is void per TEX. CONST., art. XVI, § 50; (b) Defendants' transfer of title was committed fraudulently; (c) Plaintiff Danise performed her contractual obligation with Defendants, if any; (d) Michael David Johnson appeared before the court as required for his criminal hearing; (e) Defendants never took possession of the tracts of land; and (f) Plaintiff

Danise continued to occupy the tracts of land without interruption until the Bastrop fire with Defendants' knowledge and consent.

71. Therefore, Plaintiff Danise is entitled to a quiet title judgment against Defendants for a judgment for Plaintiff Danise for the full, complete, and fee simple title to the tract of land which was fraudulently transferred by Defendants, and for the imposition of a constructive trust to accomplish the transfer of title to Plaintiff Danise, as necessary.

Count 10- Declaratory Judgment

72. Plaintiffs incorporate by reference paragraphs 1-28 into this cause of action.

73. Pursuant to the Chapter 37 of the Texas Civil Practice and Remedies Code (Chapter 37), the Uniform Declaratory Judgments Act, Plaintiffs request judicial declarations that: (a) Plaintiff Danise has performed her obligations with Defendants; (b) Defendants' transfer of title is void as it is a violation of TEX. CONST., art. XVI, § 50; (c) Defendants' transfer of title was done fraudulently; (d) Plaintiff Danise is entitled to the full, complete, and fee simple title to the tract of land fraudulently transferred by Defendants; and (e) Plaintiff Danise is entitled to the imposition of a constructive trust to accomplish the transfer of title to Plaintiff Danise, as necessary;

74. Further, Plaintiffs request the recovery of reasonable and necessary attorney's fees, costs, expenses, and interest as allowed by law.

Count 11- Civil Conspiracy

75. Plaintiffs incorporate by reference paragraphs 1-28 into this cause of action.

76. Defendants were parties to a conspiracy and acted in concert. Defendants conspired to perform the wrongful acts described above and throughout this petition.

77. In addition, during the course of this conspiracy, Defendants repeatedly violated Section 32.46 of the Penal Code in securing execution of a document by deception.

78. Defendants are jointly and severally liable to Plaintiffs for the damages caused by the wrongful conduct described above and throughout this petition, committed in furtherance of the conspiracy.

79. Defendants are also jointly and severally liable for damages pursuant to Section 33.013 of the Civil Practice & Remedies Code, because they violated Section 32.46 of the Penal Code for reasons as alleged above and throughout this petition.

G. Application for Temporary Restraining Order

80. Plaintiffs' application for a temporary restraining order is authorized by Tex. Civ. Prac. & Rem. Code §§ 65.011(1) and 65.011(2).

81. Plaintiff THJL is a Texas nonprofit corporation with a membership. One of the missions of THJL is to protect its members from illegal and improper actions of lenders, landlords and others. THJL members are composed in part of homeowners living in Bastrop county Texas and have an interest in preventing Defendants from taking home as collateral for a bail bond and thus have standing to sue in their own right. The issues addressed in this lawsuit are germane to the organization's stated mission of protecting the housing rights of Texans. Neither the claims asserted by Plaintiff THJL nor the relief requested (temporary restraining order, temporary and permanent injunction) requires the participation of individual members.

82. Plaintiff THJL does not seek damages, and only seeks injunctive relief. Some of THJL's members have been or could have been injured and could continue to be injured by Defendants' actions; thus, THJL seeks injunctive relief to prevent these harms from recurring.

83. Plaintiff Danise is entitled to have the specialty warranty deed to Defendants voided.

Furthermore, it is necessary to preserve the subject matter of the suit until the suit is resolved by preventing the sale of the property.

84. Plaintiffs request that Defendant be temporarily restrained immediately, without hearing, and after notice and hearing be temporarily enjoined, pending the further order of this Court, from:

a. Selling lots forty-five (45) and forty-seven (47) Circle "D" Country Acres, Section Ten (10), a subdivision in Bastrop County Texas, according to the map or plat thereof recorded in Plat Cabinet #2, Page 201-B, Plat Records of Bastrop County, Texas.

b. Entering into any business transaction wherein any party is required to provide a homestead property as collateral for the purpose of having Defendants act as sureties for a criminal bond.

85. It is probable that Plaintiffs will recover from Defendants after a trial on the merits because Plaintiff Danise's homestead property was illegally deeded contrary to the Texas Constitution, Article 16, § 50(a).² Furthermore, Lot forty-five (45) Circle "D" Country Acres, Section Ten (10), a subdivision in Bastrop County Texas, according to the map or plat thereof recorded in Plat Cabinet #2, Page 201-B, Plat Records of Bastrop County, Texas, did not belong to Plaintiff Danise when Defendants fraudulently transferred title. Defendants had no basis in law or fact to use that property as collateral.

² Generally, any attempt to create a lien or mortgage on homestead property is void unless it falls under one of the exceptions provided in the Texas Constitution. TEX. CONST. art. XVI, § 50; *Laster v. First Huntsville Props. Co.*, 826 S.W.2d 125, 129, 35 Tex. Sup. Ct. J. 229 (Tex. 1991); *Inge v. Cain*, 65 Tex. 75, 79 (1885); *Estate of Montague v. Nat'l Loan Investors, L.P.*, 70 S.W.3d 242, 248 (Tex. App.—San Antonio 2001, pet. denied). "A mortgage or lien that is void because it was illegally levied against homestead property can never have any effect, even after the property is no longer impressed with the homestead character." *Laster*, 826 S.W.2d at 130; see also *Inge*, 65 Tex. at 79 ("What cannot 'ever be valid,' is never valid, and what is never valid, is always void.").

86. If Plaintiffs' application is not granted, harm is imminent because Plaintiff Danise is at risk of permanently losing her homestead property and a mobile home which will not be released until title to property has been obtained.

87. The harm that will result if the temporary restraining order is not issued is irreparable because Plaintiff Danise may be rendered permanently ineligible to receive housing assistance from FEMA if she does not hold valid claim to her property because it has been sold to an innocent third-party purchaser.

88. Plaintiff Danise has no adequate remedy at law because Plaintiff Danise cannot secure the deed to her property from Defendants until a final hearing on the merits in this case.

89. The harm sought to be prevented by THJL is the loss of use and title of the home of the members of THJL. The injury sought to be prevented is irreparable for which there is no adequate remedy at law.

90. Plaintiffs are willing to post bond.

91. There is not enough time to serve notice on Defendants and to hold a hearing on this application. As the basis for the extraordinary relief requested, Plaintiff would show that before the filing of this petition Defendants engaged in the conduct stated in the affidavit attached as Exhibit B.

H. Request for Temporary Injunction

92. Plaintiffs ask the court to set her application for temporary injunction for a hearing and, after the hearing, issue a temporary injunction against Defendants.

93. Plaintiffs request the Court, after notice and hearing, order that Defendants be further restrained and enjoined, pending the further order of the Court, from:

a. Selling lots forty-five (45) and forty-seven (47) Circle "D" Country Acres, Section Ten (10), a subdivision in Bastrop County Texas, according to the map or plat thereof recorded in Plat Cabinet #2, Page 201-B, Plat Records of Bastrop County, Texas.

b. Entering into any business transaction wherein any party is required to provide a homestead property as collateral for the purpose of having Defendants act as sureties for a criminal bond.

94. Plaintiff has joined all indispensable parties under Texas Rule of Civil Procedure 39.

I. Application for Constructive Trust

95. Defendants have engaged in fraud, unconscionable conduct and other wrongful acts which have injured Plaintiffs, or alternatively there has been a unilateral or mutual mistake between the parties.

96. Defendants will be unjustly enriched if Defendants are entitled to retain title to the tracts of land fraudulently conveyed in the Special Warranty Deed.

97. Any money judgment rendered against some or all Defendants may not result in actual payment to Plaintiff Danise unless a specific lien is placed upon the property in favor of Plaintiff Danise which can be foreclosed.

98. TRLA Plaintiffs request lots forty-five (45) and forty-seven (47) Circle "D" Country Acres, Section Ten (10), a subdivision in Bastrop County Texas, according to the map or plat thereof recorded in Plat Cabinet #2, Page 201-B, Plat Records of Bastrop County, Texas be placed in constructive trust with Defendants as constructive trustees for the benefit of Plaintiff Danise.

99. Plaintiff Danise requests the Court order Defendants to convey lots forty-seven (47) Circle "D" Country Acres, Section Ten (10), a subdivision in Bastrop County Texas, according

to the map or plat thereof recorded in Plat Cabinet #2, Page 201-B, Plat Records of Bastrop County, Texas to her in fee simple, voiding the transfer of title to Defendants, and order Defendants to grant Plaintiff Danise a lien on lot forty-five (45) Circle "D" Country Acres, Section Ten (10), a subdivision in Bastrop County Texas, according to the map or plat thereof recorded in Plat Cabinet #2, Page 201-B, Plat Records of Bastrop County, Texas in the amount of any damages or other relief awarded by this Court to Plaintiffs.

J. Conditions Precedent

100. All conditions precedent necessary to maintain this action have been performed or have occurred.

K. Damages

101. Defendants' actions were willful, deliberate, and in bad faith, and were done with gross indifference and reckless disregard of the rights of Plaintiff Danise, without justification or excuse. Plaintiff Danise is therefore entitled to recover exemplary damages. Accordingly, Plaintiff Danise sues for exemplary damages in a sum in excess of the minimum jurisdictional limits of the court.

102. Plaintiff Danise has sustained actual damages that exceed this Court's minimum jurisdictional limits. The actual damages incurred by the Plaintiff Danise include but is not limited to the loss of use of her homestead.

103. Plaintiff THJL does not seek damages, and only seeks injunctive relief. While some of THJL's members have been or could have been injured and could continue to be injured by Defendants' actions; thus, THJL seeks injunctive relief to prevent these harms from recurring. The harm sought to be prevented is the loss of use and title of the home of the members of

THJJL. The injury sought to be prevented is irreparable for which there is no adequate remedy at law.

L. Attorneys' Fees

104. Plaintiffs seek all reasonable and necessary attorney's fees in this case which include the following:

- a. Preparation and trial of this lawsuit;
- b. Post-trial, pre-appeal legal services;
- c. An appeal to the court of appeals;
- d. Making or responding to an application for a writ of error to the Supreme Court of

Texas:

- i. An appeal to the Supreme Court of Texas in the event application for writ of error is granted; and
- ii. Post-judgment discovery and collection in the event execution on the judgment is necessary.

M. Prayer

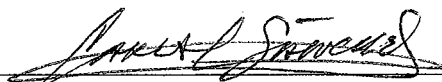
105. For these reasons, Plaintiffs asks for judgment against Defendants for the following:

- a. The above referenced relief requested;
- b. Temporary restraining order;
- c. Temporary injunction;
- d. Actual damages within the jurisdictional limits of the court;
- e. Exemplary, compensatory, and punitive damages;
- f. Prejudgment and post-judgment interest as allowed by law;
- g. Attorney fees and costs;

- h. Court costs;
- i. General relief;
- j. All other relief, in law and in equity, to which Plaintiffs may be entitled.

Respectfully Submitted,

TEXAS RIOGRANDE LEGAL AID, INC.



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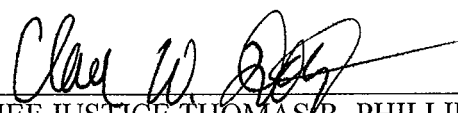
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Attorneys for Plaintiff Gabriella Christina Danise

EXHIBIT A



DEED
200807213
2 PGS

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Special Warranty Deed

Date: May 28, 2008

Grantor: STEPHEN W. DANISE and CHRISTINA DANISE, husband and wife

Grantor's Mailing Address:

STEPHEN W. DANISE and CHRISTINA DANISE
107 S. Appaloosa Court
Paige, Texas 78659
Bastrop County

Grantee: Carol D. Driggers d/b/a CHESTNUT STREET BONDING CO., a Texas Company

Grantee's Mailing Address:

CHESTNUT STREET BONDING CO.
1108 Chestnut Street
Bastrop, Texas 78602
Bastrop County

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

SURFACE ESTATE ONLY in and to Lots forty-five (45) and forty-seven(47), Circle "D" Country Acres, Section Ten (10), a subdivision in Bastrop County, Texas, according to the map or plat thereof recorded in Plat Cabinet #2, Page 201-B, Plat Records of Bastrop County, Texas, to which plat reference is hereby made for all purposes.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

1. Restrictions recorded in Plat Cabinet #2, Page 201-B, Plat Records of Bastrop County, Texas; and in Volume 308, Page 174, Deed Records of Bastrop County, Texas; Volume 432, Page 805; and in Volume 686, Page 862, Official Records of Bastrop County, Texas.
2. Any and all restrictions, reservations, covenants, conditions, leases; and easements, if any, relating to the hereinabove described property and any and all reservations, leases or prior conveyances of the mineral estate or any part thereof, but only to the extent that they are still in effect, and shown of record in the hereinabove mentioned County and State of Texas.
3. Any visible and apparent roadway or easement over or across the subject property, the existence of which does not appear of record.
4. This conveyance of the above described land is given with the understanding, and grantor especially stipulates, that in the event that any and all liabilities due or owed in this matter are paid in full, and when the Bail Agent has received actual written notice from the Courts where the case presides that the bond or bonds are fully exonerated.

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2008, which Grantee assumes and agrees to pay, but not subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantor assumes

Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties.

When the context requires, singular nouns and pronouns include the plural.

This instrument was prepared based on information furnished by the parties, and no independent title search has been made.

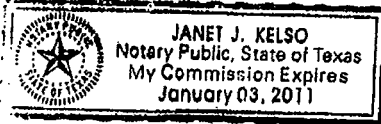
Stephen W. Danise
STEPHEN W. DANISE

Christina Danise
CHRISTINA DANISE

STATE OF TEXAS)

COUNTY OF BASTROP)

This instrument was acknowledged before me on May 28, 2008, by STEPHEN W. DANISE and CHRISTINA DANISE.



Janet J. Kelso
Notary Public, State of Texas

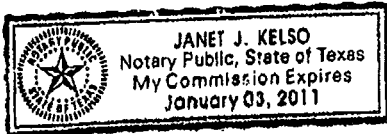
CHESTNUT STREET BONDING CO., a Texas Company

Carol D. Driggers
CAROL D. DRIGGERS, Owner

STATE OF TEXAS)

COUNTY OF BASTROP)

Before me on this day personally appeared CAROL D. DRIGGERS, d/b/a CHESTNUT STREET BONDING CO., a Texas Company, and acting as its owner, subscribed and acknowledged the foregoing instrument. Given under my hand and seal of office this 29th day of May, 2008.



Janet J. Kelso
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Law Office of Derek R. Van Gilder
916 Main Street
Bastrop, TX 78602
Tel: (512) 303-4747
Fax: (512) 332-0900

AFTER RECORDING RETURN TO:

Chestnut Street Bonding Co.
1108 Chestnut Street
Bastrop, Texas 78602
Tel: (512)321-9997
Fax: (512)303-0777

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Rose Pitech

EXHIBIT B

CAUSE NO. _____

GABRIELLA DANISE,
Plaintiff

§
§
§
§
§
§
§

IN THE DISTRICT COURT

V.

_____ JUDICIAL DISTRICT

CAROL DRIGGERS AND
CHESTNUT STREET BONDING CO.,
Defendants

BASTROP COUNTY, TEXAS

THE STATE OF TEXAS

§
§
§
§

AFFIDAVIT OF GABRIELLA
CHRISTINA DANISE

COUNTY OF BASTROP

AFFIDAVIT OF PLAINTIFF IN SUPPORT OF RELIEF REQUESTED

GABRIELLA CHRISTINA DANISE appeared in person before me today and stated under oath:

“My name is Gabriella Christina Danise. I am above the age of eighteen years, and I am fully competent to make this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.”

“Back in 2008, I sought out Carol Driggers at Chestnut Street Bonding Company to get a bail bond for Michael David Johnson. I found out about Chestnut Street Bonding Company by seeing a sign on the side of Chestnut Street. I called the number on the sign and spoke with Carol Driggers. She helped us get a bond for Michael David Johnson. The first bond was for \$25,000; we were supposed to pay Carol \$2,500 for that bond. We paid her \$1,300. Later that same month, Michael David Johnson was arrested again. The bond for that second arrest was also \$25,000. I again sought out Carol Driggers and called her on the phone. This time, Carol asked me to go to her lawyer, Derek R. Van Gilder, and bring my land deed to him. At that time, I went to Mr. Van Gilder’s office with my daughter, Rebecca Johnson, and my ex-husband, Stephen Danise. Mr. Van Gilder told us that the land was to be used as collateral for the bond, and if Michael David Johnson did not appear at court, they would use the land to repay the money put up for the bond. At the time we went to Mr. Van Gilder’s office, it was 4:45 p.m., and Mr. Van Gilder wanted us to sign everything by 5 p.m. The whole thing was rushed, and I thought I understood everything that was going on.

In January of 2009, Michael David Johnson appeared at court as ordered. He did not jump bond. At that time, I thought everything was fine. However, later in 2009, I tried to make a change on my electric bill and found out that the property was no longer

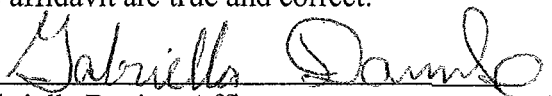
in my name. The property was in the name of Carol Driggers, Chestnut Street Bonding Company. I called Carol after finding this out, but she simply said, 'I told you I was going to put it in my name'." She never told me that. I would not have agreed to that. Carol told me I still owed her money for both of the bonds. I had already paid Carol some money, about \$1,300, but Carol was asking me for \$5,500. I couldn't pay that.

I stopped paying taxes on my property after finding out the land was in Carol's name. Because of that, Carol brought suit against me in 2010, to evict me from my property. Carol won, but I appealed. I dropped the appeal because Carol asked me to do so in exchange for paying her \$5,500. I would pay her \$1,000 a month and \$300 a month for property taxes directly payable to the tax office. At the end of the payments, I would get my property back. I paid \$1,000 in October 2010 and \$1,000 in November 2010. I asked to skip payment in December so I could buy Christmas gifts for my children and grandchildren. In January 2011, I paid \$200. I had been paying \$300 a month for property taxes up until August 2011, before the Labor Day fire on September 4, 2011, destroyed my mobile home.

FEMA was helping all of us who had lost our homes. One option was to get a FEMA trailer on your property, but FEMA needed all the utilities on in order to do so. On around September 19, 2011, I went to the water company (Aqua Water), but they told me since the property wasn't in my name I couldn't do anything. My daughter, Rebecca Johnson, called Carol and told her that we would pay her the cost of putting a water meter on the property if she would come sign the papers. Carol refused to do so. Later that day, Rebecca called Carol back to ask her how much we owed her for the rest of the bond. Carol said she didn't know, but to call her back. I have been trying to call her back since that time, but she has not been willing to talk to me.

On or around September 23, 2011, I went to the county clerk's office to get a copy of all the deeds on the property. I was informed by the clerk's office that three other families are also dealing with the same problem with Carol. I am afraid that Carol is going to sell my land and continue using people to get more land. I want to make sure Carol doesn't sell my property and doesn't keep bating people into giving her their land for a bond.

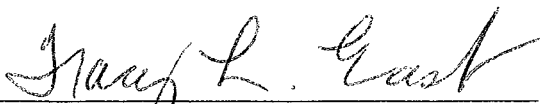
"I verify that the statements made in this affidavit are true and correct."



Gabriella Danise, Affiant

Signed under oath before me on November 10, 2011.





Notary Public, State of Texas