

CAUSE NO. A 184-496

**ERNEST STEPHENS AND  
JEANEEN LANDOR, Individually  
AND ON BEHALF OF ALL SIMILARLY  
SITUATED TEXAS RESIDENTS**

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**IN THE DISTRICT COURT OF**

**V.**

**JEFFERSON COUNTY, TEXAS**

**CAPITOL COUNTY MUTUAL FIRE  
INSURANCE COMPANY, ET AL**

58<sup>th</sup> **JUDICIAL DISTRICT**

**PLAINTIFFS' ORIGINAL PETITION**

TO THE HONORABLE JUDGE OF SAID COURT:

COME NOW, Plaintiffs, ERNEST STEPHENS and JEANEEN LANDOR, individually and on behalf of all Similarly Situated Texas Residents, hereinafter referred to as Plaintiffs, and who file this their Original Petition against the Defendants, Capitol County Mutual Fire Insurance Company<sup>1</sup>, Unitrin, Inc.<sup>2</sup>, Reliable Life Insurance Company<sup>3</sup> and Trinity Universal Insurance Co.<sup>4</sup>, and for cause of action would respectfully show the Court the following:

**DISCOVERY CONTROL PLAN**

1. Plaintiffs intend to conduct discovery under a level 3 scheduling order pursuant to Texas Rules of Civil Procedure 190.3.

**PARTIES**

2. Plaintiffs are Ernest Stephens who resides in Harris County, Texas and Jeaneen Landor, who resides in Jefferson County, Texas and who is also bringing this claim on behalf of all similarly situated Texas residents.

3. Defendant Capitol County Mutual Fire Insurance Company, a Texas insurance company

1 Hereinafter referred to as Capital County Mutual Fire Insurance Company or Capital County.  
2 Hereinafter referred to as Unitrin, Inc. or Unitrin.



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registered to engage in the business of insurance in the State of Texas. This Defendant may be served with process by certified mail, return receipt requested, by serving its registered agent, David Piper, located at 8360 Lyndon B. Johnson Freeway, Suite 400, Dallas, Texas 75243-1134.

4. Defendant, Unitrin, Inc., is an Illinois corporation which may be served by serving any officer or director at One East Wacker Drive, Chicago, Illinois 60601, via Certified United States Mail, Return Receipt Requested.

5. Defendant The Reliable Life Insurance Company, is an insurance company licensed to do business in Texas, which may be served with citation by serving its Agent for Service, C. T. Corporation System, 350 North St. Paul Street, Dallas, Texas 75201, via Certified United States Mail, Return Receipt Requested.

6. Defendant Trinity Universal Insurance Company, is a Texas insurance company, which may be served with citation by serving its Agent for Service, C. T. Corporation System, 350 North St. Paul Street, Dallas, Texas 75201, via Certified United States Mail, Return Receipt Requested.

#### JURISDICTION AND VENUE

7. This Court has jurisdiction over this action pursuant to Section 17.47(b) of the Texas Deceptive Trade Practices Act and Section 541.251 of the Texas Insurance Code. Venue in this suit lies properly in Jefferson County, Texas because under Texas Civil Practice and Remedies Code Section 15.002(a)(1), venue is proper because all or a substantial part of the events or omissions giving rise to the claims of the Plaintiffs occurred in the County as sued and under DTPA Section 17.47(b) and Section 541.251 of the Texas Insurance Code, venue is proper because the Defendant has done business in the

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<sup>3</sup> Hereinafter referred to as Reliable Life Insurance Company or Reliable.

<sup>4</sup> Hereinafter referred to as Trinity Universal Insurance Co. or Trinity.

county of suit, namely, Jefferson County, Texas.

**TRADE AND COMMERCE**

8. Defendants were, at all times described below, engaged in conduct which constitutes "trade" and "commerce," as those terms are defined by Section 17.45(6) of the Texas Deceptive Trade Practices Act.

**AGENCY AND THE UNITRIN INSURANCE COMPANY HOLDING SYSTEM**

9. Whenever in this petition it is alleged that Defendants did any act, it is meant that Defendants performed or participated in the act, or that the officers, agents or employees of Defendants performed or participated in the act on behalf of and under the authority of Defendants.

10. Capital County Mutual Fire Insurance Company is a member of the Unitrin Insurance Holding Company System. Defendants, Reliable Life Insurance Company and Trinity Universal Insurance Company are wholly owned subsidiaries of Unitrin, Inc. Although the policy holders such as the Plaintiffs own Capital County, Unitrin, Inc. controls all operations of this Texas County Mutual Insurance Company with no input from its owners. As such, Capital County is a "sham" County Mutual Fire Insurance Company. Pursuant to the Texas Insurance Holding Company System Regulatory Act, Capital County Mutual is a "controlled insurer" and Unitrin is the "ultimate controlling person" Thus, the acts of any of the Defendants are the acts of Unitrin, Inc.

**FACTS**

**TERMINATION OF FORTY PERCENT (40%) OF CAPITAL COUNTY OWNERS AND POLICY HOLDERS**

11. Plaintiff Ernest Stephens was the owner of **Residential Policy number** 0441089337 and Plaintiff Jeaneen Landor was the owner of **Residential Policy number** 0440451486 issued by Defendant Capitol County Mutual Fire Insurance Company (hereinafter referred to as "the policies."). Said policies are form policies sold to thousands of insureds in the State of Texas similar to Mr. Ernest Stephens and Ms. Jeaneen Landor, and they are serving as a class representative of all policy holders of Defendants who paid

premiums for residential fire insurance coverage in Texas and whose policies will be canceled on the policy month anniversary date in May 2009. As the owners of the policies, Mr. Stephens and Ms. Landor, and those similarly situated Texas Residents, are current owners of Capital County Mutual Fire Insurance Company. Unitrin admits to Unitrin stockholders that the policyholders of Capital County Mutual Fire Insurance Company are the owners. With this action and Defendants' earlier actions as described by Plaintiffs' First Amended Petition in Cause No. A-179,469, Unitrin seeks to eliminate forty percent (40%) of the owners of the company without approval of the owners of the company. Because Capital County Mutual Insurance Company is a "controlled insurer", Unitrin owes Capital County's owners a duty of fair dealing and utmost care.

### **POLICIES IN QUESTION**

12. Defendant Capitol County Mutual Fire Insurance Company sold the policies, insuring residential property, to Plaintiffs. The Policies are limited named peril policies that provides coverage for damages to the Plaintiffs' residences for damage caused by specific named perils including fire, lightning, explosions, riot or civil commotion, aircraft, vehicles, smoke, burglary, and windstorm, hurricane and hail.

13. The form policies held by Plaintiffs remain in effect based on a continuous monthly premium payment plan. Specifically, the form policies at issue state "this policy is issued of the Effective Date stated on the Declaration Page. It is issued on a monthly continuous premium payment plan basis and will continue in force from month to month thereafter so long as you pay the monthly premium, in advance, on or before the same day of each succeeding month." Unlike many other residential fire policies or homeowner policies, the form policies contain no provisions for non-renewal of the policies. Accordingly, the Plaintiffs' policies are automatically renewed upon payment of each monthly premium regardless of whether or not Defendants seek to non-renew the policies.

14. The Plaintiffs paid premiums for varying time periods, however all Plaintiffs of the proposed class paid premiums for the months of November 2008 to May 2009. Despite payment of the premium,

Defendant Capitol County Mutual Fire Insurance Company provided notice or attempted to do so to Plaintiffs on or about February 27, 2009 that Defendants intended to “non-renew” their policies effective May 2009. Defendants made this decision and provided this notice of intent to “non-renew” Plaintiffs’ policies despite that fact that no legal basis exists for same. Specifically, the provisions of the policies, which were drafted by Defendants, provide that the policies will continue to run in perpetuity so long as premiums are paid. Plaintiffs paid and would have continued to pay the requisite premiums, therefore the policies cannot be “non-renewed.” In fact, the Policies contains no provisions for “non-renewal.”

15. The Policies at issue do allow Defendants to cancel the policies provided at least ten (10) days notice of cancellation is provided. However, cancellation of the Policies require Defendants to return all unearned premiums. Defendant has attempted to characterize its cancellation of the Policies as a “non-renewal” in an attempt to avoid the return of unearned premiums.

#### **DEFENDANTS’ WRONGFUL ACTIONS**

16. The timing of the Defendants’ actions is not coincidental. Defendants’ actions mirror its earlier wrongful cancellations described more fully in Plaintiffs’ First Amended Petition on file in Cause No. A-179,469. The Plaintiffs pay a base rate premium, as approved by the Texas Department of Insurance, based upon the risks insured in the policies. Accordingly, a portion of the premium paid each month insures against windstorm/hurricane. The Plaintiffs’ residences are not subject to windstorm or hurricane during the months of November through June. The Plaintiffs’ residences are however subject to windstorm or hurricane during the months of July through October. Accordingly, the Defendants’ collected premiums for a risk during months when there was no exposure to liability and quickly attempted to “non-renew” the Plaintiffs’ policies once the risk increased. Thus, regardless of whether Defendants’ non-renewal was appropriate, premiums were collected for a risk that never existed. Pursuant to the terms of the Policies, Plaintiffs are therefore entitled to returned premiums.

17. Not only were the Defendants’ actions in this matter not coincidental, but they constitute an

illegal price fixing scheme in violation of numerous Texas statutes and Texas common law. Defendants knew as early as May 2006 that they intended to cancel Plaintiffs' policies, or at least cancel the coverage for windstorm or hurricane. Unitrin made these representations to Unitrin stockholders. However, Defendants suffered losses in excess of \$70,000,000 dollars as a result of Hurricane Rita and Hurricane Katrina and similar losses as a result of Hurricane Ike. After Hurricanes Rita and Katrina, Defendants continued to collect premiums, which were based on all risks covered by the policies, during a time period when there was no risk of covered losses from windstorm or hurricane. When the 2007 Hurricane Season was to begin, and a high number of storms were predicted, Defendants then canceled many policies that could expose them to potential hurricane losses. This was a calculated move masterminded by Unitrin and the companies it controls in an effort to recover losses by Defendants and at the same time effectively not provide insurance for the premiums being paid by Plaintiffs. Now, after Hurricane Ike, Unitrin and the companies its controls are maneuvering to complete the scheme conceived in May 2006 to collect "Hurricane" premiums from the owners of Capital County as long as possible and then cancel the policies totaling forty percent (40%) of its owners before Unitrin is exposed to Hurricane risks in 2009. Unitrin, by its actions, is violating the duties owed to the owners of its "controlled insurer."

#### **UNITRIN INSURANCE COMPANY HOLDING SYSTEM**

18. On its face, it appears that all of the aforementioned acts were taken by Defendant Capitol County Mutual Fire Insurance Company. They were not. Capitol County Mutual Fire Insurance Company is a Texas County Mutual Company. As such, Capitol County Mutual Fire Insurance Company is afforded numerous statutory and customary benefits not offered to other insurance companies operating within Texas borders. However, Capitol County Mutual Fire Insurance Company is not a true county mutual, it is a sham.

19. Although Capitol County Mutual Fire Insurance Company is organized as a County Mutual Insurance Company and is owned by its policy holders, the five members of its governing Board of Directors are employees of Defendant Unitrin. As Board Members, these Unitrin employees owe the owners of

Capital County a duty of utmost care in overseeing the business of Capital County. The daily operations of Capitol County Mutual Fire Insurance Company are conducted by Reliable Life Insurance Co., pursuant to an operating agreement. Not surprisingly, Defendant Reliable Life Insurance Co. is a wholly owned subsidiary of Defendant Unitrin, Inc. Defendant Trinity is also a wholly owned subsidiary of Unitrin. In 2005, Trinity reached an agreement with Capitol County Mutual Fire Insurance Company. Pursuant to that quota share reinsurance agreement, Trinity assumes 100% of Capitol County Mutual Fire Insurance Company's business. Capitol County Mutual Fire Insurance Company admits by its filings with the State of Texas that it is an affiliate of the Unitrin Insurance Company Holding System and Capital County admits it is controlled by Unitrin, Inc. Thus, Capitol County Mutual Fire Insurance Company is merely a shell to offer protection to Unitrin and its subsidiaries and all acts and omissions were orchestrated by Unitrin in an effort to maximize profits to the shareholders of Unitrin to the detriment of all owners of Capital County, the named Plaintiffs and other similarly situated Texas residents.

20. Defendants' actions were deceptive at best. This price fixing scheme allowed Defendants, in violation of Texas law, to recover large amounts of premiums without providing any coverage. Defendants' actions also violate the duties owed to the owners of Capital County.

**COUNT 1 - TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT**

21. Defendants are responsible for violations of the Texas Deceptive Trade Practices Act. The Plaintiffs, being Ernest Stephens and Jeaneen LANDOR and all those similarly situated class members, were consumers of goods or services from the Defendants. They sought to acquire those goods and services of the Defendants and the Defendants are responsible for violating the following provisions of the Texas Deceptive Trade Practices Act:

- a. Causing confusion and misunderstanding as to the source, sponsorship, approval, or certification of goods or services;
- b. Advertising goods or services with an intent not to sell them as advertised;

c. Acting unconscionably and/or proceeding in an unconscionable manner.

22. Furthermore, the actions of Defendants were and/or about to be committed knowingly and intentionally and, therefore, Plaintiffs are entitled to statutory treble damages under the Texas Deceptive Trade Practices Act. Furthermore, Plaintiffs are entitled to reasonable and necessary attorneys' fees under the Texas Deceptive Trade Practices Act.

### **COUNT 2 - INSURANCE CODE VIOLATIONS**

23. Defendants' conduct constitutes multiple violations of the *Texas Unfair Compensation and Unfair Practices Act*. TEX. INS. CODE Chapter 541. All violations under this article are made actionable by TEX. INS. CODE Section 541.151.

24. Defendants' unfair practice, as described above, of misrepresenting to Plaintiffs material facts relating to the coverage at issue, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE Sections 541.051.

25. Defendants' unfair practice, as described above, of misrepresenting to Plaintiffs material facts relating to the coverage at issue, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance in the form of providing false information and advertising. TEX. INS. CODE Sections 541.052.

26. Defendants' unfair practice, as described above, of misrepresenting to Plaintiffs material facts relating to the coverage at issue and cancellation of the policies, constitutes an unfair method of competition and boycott prohibited by Texas law. TEX. INS. CODE Sections 541.054.

27. Defendants' unfair practice, as described above, of misrepresenting to Plaintiffs material facts relating to the coverage at issue, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE Sections 541.061.

### **COUNT 3 - BREACH OF CONTRACT**

28. Defendant Capitol County Mutual Fire Insurance Company's conduct constitutes a breach of

the insurance contract made between Defendant and Plaintiffs.

29. Defendants' failure and refusal, as described above, to provide coverage so long as premium payments are made, as it is obligated to do under the terms of the policies in question and under the laws of the State of Texas, constitutes a breach of the insurance contract with Plaintiffs.

30. Notwithstanding the foregoing, even if Defendants' actions were permissible under the contract, these actions constitute a cancellation of the Policies. Pursuant to the Policies, the Plaintiffs are therefore entitled to the unearned portion of the premiums paid. The Plaintiffs are therefore, at a minimum, entitled to a refund of the amount of premiums paid to insure against a hurricane/windstorm risk over the preceding seven (7) month period. As a result of Defendant's breach of contract, Plaintiffs are also entitled to reasonable and necessary attorney's fees.

#### **COUNT 4 - UNJUST ENRICHMENT**

31. As a result of Defendants' breach of contract and other unlawful acts, Defendants have been unjustly enriched. Specifically, Defendants charge a monthly premium that is the same amount every month, and which is calculated based upon the risks associated with each named-peril in the policies over a calendar year. Defendants thus collected premium amounts for hurricane/windstorm exposure from November 2008 through May 2009, when there was absolutely no risk for this named peril. Defendants have retained this unearned premium and have therefore been unjustly enriched.

32. Defendants used their unfair advantage as an insurer and controller of a Texas County Mutual Insurance Company, and their aggressive marketing strategies of marketing to middle and low income minority populations, to unjustly enrich themselves by retaining seven (7) months worth of hurricane premiums. Further, Defendants ignore the duties owed to the owners of Capital County. The actions constitute breach of contract, DTPA violations, Insurance Code violations and have resulted in an unjust enrichment of the Defendants. Defendants should therefore be disgorged of the amounts it has been unjustly enriched and unearned premiums should be returned to the Plaintiffs.

**COUNT 5 - CONSPIRACY**

33. As a result of the foregoing conduct, Defendants are liable to Plaintiffs for civil conspiracy. The Defendants acted in combination and concert to accomplish an unlawful purpose or a lawful purpose by unlawful means. The Defendants acted with the same intent, namely to collect premiums for an insurance product that was never actually provided. Defendants Unitrin, Trinity and Reliable took these actions to the detriment of Plaintiffs and other similarly situated Texas residents and although subversive, these Defendants took affirmative actions to accomplish their purpose. These actions evidence these Defendants' manipulation and deception of the owners of their "controlled insurer."

34. As a result of Defendants' civil conspiracy, as described above, Plaintiffs and other similarly situated Texas residents are entitled to recover their actual damages in addition to exemplary damages.

**CLASS ACTION**

35. Plaintiffs, Ernest Stephens and Jeaneen LANDOR and all others similarly situated, hereby bring this cause of action and pray that this court certify this cause of action as a class action pursuant to Rule 42 of the Texas Rules of Civil Procedure and Section 541.251 of the Texas Insurance Code.

36. This class should be certified by this court because it meets the various requirements of Texas Rule of Civil Procedure 42(a). This class is so numerous that joinder of all of the members is impractical. The class is numerous because thousands of consumers are insured by Defendant Capitol County Mutual Fire Insurance Company in Jefferson County, Texas, alone. Thousands of others are likely insured by Defendant Capitol County Mutual Fire Insurance Company in other counties throughout the State of Texas. Furthermore, the questions of law and fact in this class are common to the class members. The essential questions in this matter are; 1) whether or not the actions of the Defendants, with respect to their advertising, and particularly their cancellation of the Policies were violations of the DTPA, violations of the Texas Insurance Code, and/or constituted, breach of contract, a civil conspiracy, or resulted in unjust enrichment, and 2) whether the acts of the Defendants in cancelling the policies of forty percent (40%) of the owners

without proper consent of the owners, violates the duties owed to the owners of Capital County and the Legislature's purposes in creating County Mutual Insurance Companies. All of the actions complained of by the Plaintiffs and the class are common to all of the class members with respect to the Defendants' actions. The Defendants' actions, as they apply to each and every class member, are the same. The common questions of fact are whether or not the actions of the Defendants were violations of the causes of action pled herein. Another common question would be the amount of additional damages that applies to each and every class member. The class members' actual damages are common because they are, at a minimum, the amount of premiums paid by the class from November 2008 through May 2009 for hurricane coverage. Furthermore, the claims or defenses of the representative parties are typical of the claims or defenses of the class. The claims of Ernest Stephens and Jeaneen LANDOR, as victims of the deceptive acts and insurance code violations of the Defendants, are the same, and are typical of the claims of every other class member who would be individuals who were subject to the same advertising and deceptive acts and whose ownership rights were being wrongly terminated. The representative parties, Ernest Stephens and Jeaneen LANDOR, will fairly and adequately protect the interests of the class. The representative parties assert that they will adequately prosecute the case with respect to the Defendants' various violations as they are pled herein.

37. Furthermore, the class action should be certified by this court because it meets the requirements of Texas Rule of Civil Procedure 42(b)(1) or (3). This class action should be certified by this court because it meets the requirements of Texas Rule of Civil Procedure 42(b) because separate actions by the individual members of the class would create a risk of (a) inconsistent or varying adjudications with respect to individual members of the class which would establish incompatible standards of conduct for the party opposing the class; or (b) adjudication with respect to individual members of the class would, as a practical matter, be dispositive of the interests of the other members not parties to the adjudications or substantially impair or impede their ability to protect their interests. All of the class members have essentially the same claim. Namely, whether or not the actions of the Defendants were actions that constitute

civil conspiracy violations of the Texas Deceptive Trade Practices Act, breach of contract, violations of the Texas Insurance Code and unjust enrichment and whether the acts of the Defendants in cancelling the policies of forty percent (40%) of the owners without proper consent of the owners, violates the duties owed to the owners of Capital County and the Legislature's purposes in creating a County Mutual Insurance Companies. If they are, then the damages to be applied to the Plaintiffs, and each individual class member, will be the same type of damages and easily calculated. The second question would be the additional statutory damages under the DTPA, and Texas Insurance Code, and how much should be awarded to each class member, along with their actual damages. Essentially, each member can be awarded an additional amount in statutory DTPA damages that would be awarded to every member of the class equally.

38. Furthermore, this class action should be certified by this Court because it complies with Texas Rule of Civil Procedure 42(b)(3). The questions of law or fact, as 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 this controversy. Essentially, it would be unfair and inefficient for each individual class member to bring a cause of action against the Defendants for the price of their policies. The common questions of law and fact (whether or not the actions of the Defendants were violations of the various causes of action asserted herein), do predominate and are common to all of the class members. A class action is superior because of the amount of money involved and the large size and number of the class members.

#### **ALTERNATIVE PLEADINGS**

39. All causes of action asserted in this Petition herein are pled in the alternative.

#### **ATTORNEYS' FEES**

40. Plaintiffs are entitled to reasonable and necessary attorneys' fees under the Texas Deceptive Trade Practices Act, Section 17.40 et. seq. of the Texas Business and Commerce Code and Chapter 541 of the Texas Insurance Code and Chapter 38 of the Texas Civil Practice and Remedies Code. These attorney

fees are calculated by the Lodestar method as set out in Chapter 26 of the Texas Civil Practice and Remedies Code.

**EXEMPLARY DAMAGES**

41. Plaintiffs are also entitled to recover exemplary damages from the Defendants due to the actions of the Defendants that were or will be made willfully, intentionally, maliciously, with utter disregard for the law, and with actual malice as defined under the Texas Civil Practices and Remedies Code, with the intent to cause significant injury to the Plaintiffs. Plaintiffs hereby sue for such damages.

**DAMAGES**

42. Based on the facts and causes of action stated above and asserted herein, the Defendants are liable to the Plaintiffs for damages in the form of actual damages, including but not limited to all premiums paid by Plaintiffs from November 2008 through May 2009, consequential and incidental damages, statutory treble damages under the Texas Deceptive Trade Practices Act, and exemplary damages. Plaintiffs are also seeking other damages in the form of reasonable and necessary attorneys fees, court costs, pre-judgment interest and post judgment interest. The total sum of all of the damages claimed by the Plaintiffs is in an amount that exceeds the minimum jurisdictional levels of this court and Plaintiffs hereby sue for such damages.

**JURY DEMAND**

Plaintiffs demand that all issues of fact in this case be tried to a Jury and tender the Jury fee herewith.

**PRAYER**

WHEREFORE, PREMISES CONSIDERED, Plaintiffs herein, Ernest Stephens and Jeaneen LANDOR, Individually, and on behalf of all similarly situated Texas residents, complain of Defendants, CAPITOL COUNTY MUTUAL FIRE INSURANCE COMPANY, UNITRIN, INC., RELIABLE LIFE INSURANCE COMPANY, and TRINITY UNIVERSAL INSURANCE CO., and pray that Defendants be cited to appear and answer, and further prays that the court certify the class action pled herein, and that after

a final trial on the merits, Plaintiffs recover from the Defendants the following:

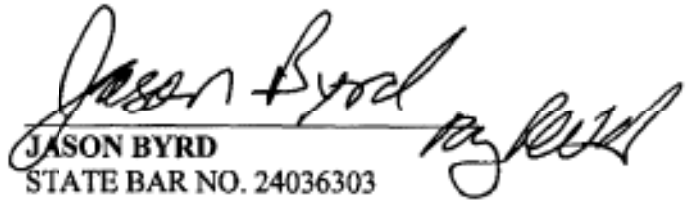
1. Actual damages;
2. Consequential and incidental damages;
3. Exemplary damages;
4. Statutory Treble damages under the Texas Deceptive Trade Practices Act, and Texas Insurance Code;
5. Reasonable and necessary attorney's fees;
6. Pre-judgment interest;
7. Post-judgment interest;
8. Costs of court; and
9. All other relief, either at law or in equity, to which the Plaintiffs may show themselves to be justly entitled to receive.

**REQUEST FOR DISCLOSURE**

Pursuant to Rule 194, you are requested to disclosure, within 50 days of service of this request, the information or material described in Rule 194.2 (a)-(l).

Respectfully submitted,

**SNIDER & BYRD, L. L. P.**

  
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**JASON BYRD**

STATE BAR NO. 24036303

**WYATT D. SNIDER**

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**ATTORNEYS FOR PLAINTIFFS**

I CERTIFY THIS AS A TRUE COPY  
Witness my Hand and Seal of Office

AUG 05 2009

LOLITA RAMOS, DISTRICT CLERK  
JEFFERSON COUNTY, TEXAS

BY  DEPUTY