

CAUSE NO. 12-02344

PROPERTY ADVISERS REALTY, INC.,	§	IN THE DISTRICT COURT
	§	
Plaintiff,	§	
	§	
v.	§	192 nd JUDICIAL DISTRICT
	§	
KASSIE LYNN BOND CARPENTER,	§	
a/k/a SARA BRAXTON,	§	
	§	
Defendant.	§	DALLAS COUNTY, TEXAS

MOTION FOR DEFAULT JUDGMENT

Property Advisers Realty, Inc. ("Plaintiff") as Plaintiff in the above-entitled and numbered cause, moves this Court for judgment by default against Kassie Lynn Bond Carpenter, a/k/a Sara Braxton ("Defendant"), in the above-entitled and numbered cause, and, as grounds therefore, would respectfully show the Court as follows:

1. On March 1, 2012, Plaintiff filed its Original Petition and Verified Application for Temporary Restraining Order, Temporary Injunction, and Permanent Injunction (the "Petition") against Defendant. *See* the Petition, a true and correct copy is attached hereto as Exhibit "A."
2. On March 5, 2012, Plaintiff served Defendant by personal service with the citation and a copy of Plaintiff's Petition. *See* Affidavit of Service executed by Joe Clewis, a true and correct copy is attached hereto as Exhibit "B".
3. Plaintiff filed a copy of the Affidavit of Service with the Court on March 7, 2012. *See id.* The return of service has been on file with the Court for a minimum of ten (10) days exclusive of the date of filing and the date of judgment. *See* TEX. R. CIV. P. 107.
4. The deadline for Defendant to file an answer was March 26, 2012. Defendant has failed to appear or answer this cause within the time allowed by law.

5. The Petition sets forth facts sufficient to show that its causes of action are within the jurisdiction of this Court, and sufficient to state a cause of action in a form that gives Defendant fair notice of Plaintiff's claims and the relief sought. Defendant's failure to appear and answer this lawsuit constitutes an admission of all of the allegations contained in the Petition.

6. The Court has personal jurisdiction over Defendant because she is a Texas resident and was during all times of the events giving rise to the causes of action herein, all of or a substantial portion of Defendant's conduct giving rise to this action occurred in Texas, and the amount in controversy is in excess of the minimum jurisdictional amount.

7. The Petition sets forth facts establishing that Defendant wrongfully appropriated funds from Plaintiff and its clients, converted funds belonging to Plaintiff and its clients for her own use, committed fraud, breached Defendant's fiduciary duty to Plaintiff, holds monies that belong to Plaintiff, and violated the Texas Theft Liability Act.

8. The Plaintiff's actual monetary damages are proven by the documents and allegations incorporated into the Petition and by the original documents attached to this Motion, all of which are deemed admitted by virtue of Defendant's failure to appear and answer this suit. Specifically, Plaintiff has suffered actual monetary damages in the amount of \$652,454.24, plus interest and costs and attorneys' fees. These damages are proven by the Affidavit of Gerard D. Reis ("Reis Affidavit"), attached hereto as Exhibit "C", and the accounting attached thereto as Exhibit "A" to the Reis Affidavit, as well as the deposition of Kassie Bond Carpenter taken on March 7, 2012, in which throughout the deposition she explicitly admits to the wrongful appropriation of funds belonging to Plaintiff and its clients. A true and correct copy of the deposition of Kassie Bond Carpenter is attached hereto as Exhibit "D".

9. Plaintiff is also entitled to recover its attorneys' fees and costs of court from Defendant pursuant to Texas Civil Practice & Remedies Code Section 134.005. Plaintiff's attorneys' fees and costs are proven by the sworn Affidavit of Brian C. Mitchell attached hereto as Exhibit "E" and incorporated herein, swearing that Plaintiff has incurred approximately \$15,947.00 in attorneys' fees and costs as a result of Defendant's wrongful misappropriation of funds.

10. A Certificate of Defendant's Last Known Mailing Address is attached as Exhibit "F." The affidavit of Brian C. Mitchell attached as Exhibit "G" establishes that Defendant was not at the time of institution of this suit, or at any time since, and is not now, in any military or naval service of the United States of America.

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that this Court grant a Default Judgment in Plaintiff's favor against Defendant, Kassie Lynn Bond Carpenter, a/k/a Sara Braxton, in the sum of \$652,454.24, plus pre-judgment interest at 5% through the date Default Judgment is signed, and attorneys' fees and costs in the collective amount of \$15,947.00 and post-judgment interest on all sums awarded at 5% from the date of judgment until paid. Plaintiff prays for such other and further relief, at law or in equity, special or general, to which Plaintiff may show itself justly entitled.

Date: August 10, 2012.

Respectfully submitted,

BRACEWELL & GIULIANI LLP

By: /s/ Brian C. Mitchell

Patrick K. Crane
State Bar No. 24001940
Brian C. Mitchell
State Bar No. 24046452

1445 Ross Avenue Suite 3800
Dallas, TX 75202-2711
Telephone: (214) 468-3800
Facsimile: (214) 468-3888
patrick.crane@bgllp.com
brian.mitchell@bgllp.com

ATTORNEYS FOR PROPERTY ADVISERS
REALTY, INC.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document has been served via certified mail, return receipt requested, on the 10th day of August, 2012, to the following:

Kassie Carpenter
301 S. MacArthur
Coppell, Texas 75019

/s/ Brian C. Mitchell

Brian C. Mitchell

EXHIBIT A

ORIGINAL

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MAR 02 2012

PROPERTY ADVISERS REALTY, INC.,

IN THE DISTRICT COURT OF

Plaintiff,

v.

DALLAS COUNTY, TEXAS

KASSIE LYNN BOND CARPENTER
a/k/a SARA BRAXTON,

Defendant.

192nd-K JUDICIAL DISTRICT

PLAINTIFF'S ORIGINAL PETITION AND VERIFIED APPLICATION FOR TEMPORARY RESTRAINING ORDER, TEMPORARY INJUNCTION, AND PERMANENT INJUNCTION

Plaintiff Property Advisers Realty, Inc. ("PAR" or "Plaintiff") files this Original Petition and Verified Application for Temporary Restraining Order, Temporary Injunction, and Permanent Injunction against Defendant Kassie Lynn Bond Carpenter a/k/a Sara Braxton¹ ("Defendant"), and in support thereof respectfully shows the following:

I. DISCOVERY CONTROL PLAN

1. PAR anticipates that discovery will be conducted in this case under a Level 3 Discovery Control Plan, pursuant to Rule 190.3 of the Texas Rules of Civil Procedure, unless otherwise ordered and/or permitted by Order of this Court.

II. PARTIES

- 2. PAR is a Texas corporation whose principal place of business is in Irving, Texas.
- 3. Defendant is a Texas resident and may be served with process at her home address: 301 S. MacArthur, Coppell, Texas 75019.

¹ Upon information and belief, Defendant has also used the name Sara Braxton.

EXHIBIT A

III.
JURISDICTION AND VENUE

4. This Court has jurisdiction over this action because Defendant is a Texas resident and was during all times of the events giving rise to the causes of action herein, all or a substantial portion of Defendant's conduct giving rise to this action occurred in Texas, and the amount in controversy is in excess of the minimum jurisdictional amount.

5. Venue is proper in Dallas County, Texas pursuant to TEX. CIV. PRAC. & REM. CODE. §§ 15.002(a) and 65.023(a), because Defendant resides in Dallas County, Texas and all or a substantial part of the acts or omissions giving rise to the claims asserted herein occurred in Dallas County, Texas.

IV.
FACTUAL BACKGROUND

B. Defendant as a Long-time Employee of PAR

6. PAR is a commercial real estate firm based in Irving, Texas that specializes in various aspects of the commercial real estate industry, including property management, leasing and maintenance for office, industrial and retail properties. See the Affidavit of Jerry Reis (the "Reis Affidavit") at ¶ 3, a true and correct copy of which is attached hereto as Exhibit "A." More specifically, PAR's property management services include the collection of monthly rents and general maintenance of the real estate properties. *Id.*

7. Defendant is an employee of PAR.² *Id.* at ¶ 4. Defendant has worked for PAR since December 2002, and has served Vice President—Property Management/Property Accounting for PAR since 2006. *Id.* One of Defendant's duties as a property manager for PAR is to either provide directly and/or contract for maintenance services, when needed, for the

respective properties managed by PAR. *Id.* In that regard, Defendant is authorized to pay fees and costs associated with maintenance on the properties managed by PAR. *Id.* The monthly rents received from the tenants on behalf of PAR's clients are deposited into separate accounts owned by PAR and held in trust for each of the properties PAR manages (the "PAR Client Accounts"). *Id.* PAR then distributes the monthly rents, minus management and certain maintenance fees, to PAR's clients on a quarterly or semi-annual basis from the PAR Client Accounts. *Id.* Thus, the funds for property maintenance fees and costs are disbursed directly from the bank accounts owned and maintained by PAR, in which PAR's client's rent proceeds are deposited and distributed. *Id.*

C. Defendant Wrongfully Appropriates Funds from PAR and its Clients

8. On or about February 10, 2012, PAR noticed accounting discrepancies with respect to balances in certain of the PAR Client Accounts. *Id.* at ¶ 5. Upon further investigation, as well as a detailed analysis performed by PAR's forensic accountants, PAR realized that maintenance fees were being withdrawn from these PAR Client Accounts and paid to "DFW Sales & Service." *Id.* DFW Sales & Service is/was not a maintenance vendor recognized or authorized to be used by PAR, and the fees being paid to DFW Sales & Service out of the PAR Client Accounts were substantial. *Id.* Defendant was presenting fraudulent invoices to PAR for maintenance payments that did not exist. *Id.* Specifically, between February 15, 2011, and January 19, 2012, over \$150,000.00, comprised of over 59 separate checks, were paid directly to DFW Sales & Service from the PAR Client Accounts. *Id.*; see also Affidavit of Michael Woodruff (the "Woodruff Affidavit"), a true and correct copy of which is attached hereto as

² Defendant was placed on paid leave approximately a week ago. *Id.* PAR has not formally terminated Defendant as of this date. *Id.* However, the day after Defendant was placed on paid leave, Defendant filed for unemployment. *Id.*

Exhibit "B." PAR has since that time discovered that DFW Sales & Service is a sham entity formed and owned by Defendant for the sole purpose of collecting these maintenance fraudulently and wrongfully obtained funds. *See* Reis Affidavit *Id.* at ¶ 5. These funds were then deposited into DFW Sales & Service's banking account at Bank of America in Coppell, Texas—approximately 4 blocks from Defendant's residence. *Id.*

9. Upon further investigation, PAR discovered that Defendant was also wrongfully receiving and/or stealing checks made payable to PAR as compensation for various services it had provided, such as management fees, maintenance and commissions. *Id.* at ¶ 6. Defendant was then depositing those checks into PAR's petty cash account (the "PAR Account") and would fraudulently indorse and/or forge checks from the PAR Account to (i) Defendant, personally; (ii) to obtain cash through Defendant's personal account at Chase Bank; or (iii) to even pay Defendant's living expenses, such as her rent, credit cards and other bills. *Id.* PAR has discovered, thus far, that during 2009, 2010 and 2011, Defendant wrote over 109 unauthorized checks/charges for her personal use from the PAR Account totaling over \$185,000.00. *Id;* *see also* Woodruff Affidavit. To date, PAR has discovered a total of \$335,770.90 in fraudulent charges made by Defendant from the PAR Account and PAR Client Accounts. *See* Woodruff Affidavit. PAR has also discovered that Defendant was charged with embezzlement in Denton County prior to her employment with PAR, yet she failed to disclose any such charge when seeking employment with PAR. *See* Reis Affidavit at ¶ 6. Accordingly, PAR asserts the following causes of action against Defendant.

V.
CAUSES OF ACTION

Count One: Conversion

10. PAR realleges and incorporates by reference the paragraphs set forth above.

11. As set forth above, PAR owned, possessed or had a right to immediate possession of the monies held in both the PAR Client Account and the PAR Account because PAR was either entitled to payment for such monies for services rendered, or it was entrusted to hold those monies on behalf of its clients (while deducting any applicable maintenance fees from the rents per its agreement with its clients). Defendant wrongfully exercised dominion or control over the funds in question by depositing those funds into her personal and/or sham business account to the exclusion of PAR, which constitutes conversion. As a result of Defendant's actions, PAR has suffered injury. Accordingly, PAR seeks actual and consequential damages from Defendant resulting from such conversion.

12. Further, Defendant's actions were committed with malice and an intent to harm PAR. As a result, PAR also seeks exemplary damages from Defendant.

Count Two: Violations of the Texas Theft Liability Act

13. PAR realleges and incorporates the paragraphs set forth above.

14. PAR has a possessory right to the monies that were wrongfully taken from the PAR Client Account and PAR Account by Defendant. Defendant's unlawful appropriation of such funds, without PAR's knowledge or consent, constitutes theft within the meaning of Section 134.002 of the Texas Civil Practice and Remedies Code and Section 31.03 of the Texas Penal Code. Defendant's theft was made with the intent to deprive PAR of its property and for Defendant's own personal gain. As a result of Defendant's wrongful acts, PAR has sustained damages. Accordingly, PAR seeks its actual damages resulting from Defendant's theft, as well

as statutory damages provided under Section 134.005(a)(1) of the Texas Civil Practice and Remedies Code. PAR further seeks its court costs and attorneys' fees and exemplary damages due to Defendant's malicious conduct in committing the theft described herein.

Count Three: Breach of Fiduciary Duty

15. PAR realleges and incorporates the paragraphs set forth above.

16. Defendant, as an employee of PAR, owed PAR a fiduciary duty. Moreover, PAR placed trust and confidence in Defendant to manage its clients' properties and provide maintenance to its clients' properties, payment for which was provided through the PAR Client Accounts. Defendant's actions described herein, including the unlawful and improper appropriation of the funds from the PAR Account and PAR Client Accounts, constitutes a breach of Defendant's fiduciary duties to PAR. As a result of Defendant's breaches, PAR has been damaged, and Defendant has benefitted. Accordingly, PAR seeks the recovery of its actual damages from Defendant. Moreover, because Defendant's breaches were committed intentionally and with malice, PAR seeks exemplary damages from Defendant.

Count Four: Money Had and Received

17. PAR realleges and incorporates the paragraphs set forth above.

18. As set forth above, Defendant holds monies that belong to PAR via its ownership, control or right to possess such monies from the PAR Account and PAR Client Accounts. As a result of Defendant's actions, PAR seeks its actual damages, as well as exemplary damages because the monies were obtained by Defendant with malice and through fraud.

Count Five: Fraud

19. PAR realleges and incorporates the paragraphs set forth above.

20. As set forth above, Defendant prepared and presented false invoices and made false statements to PAR employees in connection with payment for such invoices. Defendant's

statements and actions were material, and Defendant knew such statements and actions were false when she made them. Defendant made these statements to PAR with the intent that PAR would act upon them and issue checks to DFW Sales & Service for work that was never performed, and for Defendant's personal gain. PAR relied on Defendant's false statements and issued certain checks to Defendant's sham company and has been damaged as a result. Accordingly, PAR seeks its actual and consequential damages from Defendant. Moreover, because Defendant committed fraud, PAR also seeks the recovery of exemplary damages from Defendant.

Count Six: Accounting

21. PAR realleges and incorporates the paragraphs set forth above.

22. Because Defendant has wrongfully appropriated PAR's monies, PAR requests that Defendant provide an accounting for each account owned or operated by Defendant or any entity owned or controlled by Defendant. It is highly likely that Defendant continued to transfer funds to various accounts following the initial wrongful transfer/deposit of PAR's monies, so an accounting is appropriate to ensure PAR collects any and all funds wrongfully and fraudulently taken from it by Defendant.

Count Seven: Attorneys' Fees

23. PAR realleges and incorporates the paragraphs set forth above.

1. As a result of the conduct of Defendant described above, PAR has been required to retain the undersigned attorneys in connection with this matter. PAR has agreed to pay the undersigned attorneys a reasonable fee for their services. Accordingly, PAR respectfully requests that the Court award its reasonable attorneys' fees and other costs incurred pursuant to Section 134.005 of the Texas Civil Practice and Remedies Code.

VI.
**APPLICATION FOR TEMPORARY RESTRAINING ORDER, TEMPORARY
INJUNCTION AND PERMANENT INJUNCTION³**

A. **Probable Right to Relief**

24. It is probable PAR will recover both legal and equitable remedies against Defendant on account of her wrongful, fraudulent and illegal appropriation of PAR's monies from the PAR Account and PAR Client Accounts. Specifically, PAR has a probable right to recovery regarding:

- a. Defendant's conversion and money had and received. PAR engaged forensic accountants to track the monies from the PAR Account and PAR Client Accounts, and without question, those monies were deposited into Defendant's personal account, cashed by Defendant at her bank, used to pay Defendant's expenses or deposited directly into the DFW Sales and Service Account owned and controlled by Defendant. Each of these claims entitle PAR to injunctive relief under Texas law;
- b. Defendant's breach of fiduciary duty. Based upon the conduct described and proven herein via PAR's forensic accountants, as well as Defendant's fiduciary duty to PAR as an employee and her relationship of confidence and trust, Defendant breached her fiduciary duties to PAR; and
- c. Defendant's Theft Liability Claim: PAR engaged forensic accountants to track the monies from the PAR Account and PAR

³ PAR's Application is also supported by the Reis Affidavit and Woodruff Affidavit, each of which are attached hereto.

Client Accounts, and without question, those monies were deposited into Defendant's personal account, cashed by Defendant at her bank, used to pay Defendant's expenses or deposited directly into the DFW Sales and Service Account owned and controlled by Defendant.

B. Probable Injury (Immediate and Irreparable Harm)

25. If the relief requested is not granted, PAR will suffer further imminent harm and irreparable injury, and will have no adequate remedy at law, because, Defendant's wrongful appropriation of such monies is likely to continue. Moreover, now that Defendant knows PAR is aware of her actions, Defendant is likely to seek to hide, divert and/or transfer such monies to other accounts, other persons, or simply withdraw and hide PAR's monies. It is highly unlikely, if not impossible, that Defendant will have additional monies that can be located or recovered to satisfy any judgment taken against her for the substantial sums of money that she has stolen from PAR. Moreover, at least a portion of the monies stolen by Defendant were to be paid by PAR to its clients out of the PAR Client Accounts. If those monies are further diverted and remain uncollected, PAR will be required to pay those monies directly, which will create a significant financial burden on PAR and reduce the funds available to it to properly operate and manage its business. Finally, to the extent PAR is unable to collect these monies and cannot repay its clients for the funds taken from the PAR Client Accounts, PAR's client relationships will be irreparably harmed, and PAR could potentially be subject to claims against it by such clients. As a result, PAR will suffer immediate and irreparable harm if injunctive relief is not granted.

VII.
BOND

26. PAR will post a reasonable bond, if necessary, as set by the Court in this case. However, based upon the overwhelming evidence already obtained by PAR demonstrating Defendant's wrongful acts, it is highly unlikely that any temporary restraining order or temporary injunction would be dissolved or that any sums of money or costs may be adjudged against PAR. Accordingly, PAR requests that the bond be set at a nominal amount.

VIII.
REQUESTED RELIEF

27. PAR requests a temporary restraining order and, on a full hearing on this matter, a temporary and permanent injunction providing that PAR, together with their agents, servants, employees, attorneys and those persons in active concert or participation with her, be enjoined as follows:

- (a) Defendant shall immediately cease, desist and refrain from transferring, withdrawing or using any monies obtained or transferred by Defendant from the PAR Account or PAR Client Account (either personally or through DFW Sales & Service);
- (b) Deliver to the Registry of the Court any monies obtained or transferred by Defendant from the PAR Account or PAR Client Account (either personally or through DFW Sales & Service); and
- (c) Defendant shall not delete, modify, change, destroy, erase, mutilate, conceal, alter, transfer, write over, or otherwise dispose of, in any manner, directly or indirectly, documents or records of any kind relating in any manner to this lawsuit, including but not limited to:

- (i) All personal computers including but not limited to all desktop and laptop computers;
- (ii) All bank account information for Defendant and/or DFW Sales & Service;
- (iii) All cell phones and portable email devices (e.g., iPhone, Blackberry or Palm-type devices); and
- (iv) All e-mail accounts, server access rights or messaging systems;

28. In addition, PAR requests whatever further relief, in law and in equity, to which it may be entitled, including but not limited to:

- (d) consequential damages related to any economic loss as a result of Defendant's inappropriate conduct;
- (e) exemplary damages in the highest amount allowed by applicable law; and
- (f) costs, disbursements and attorneys' fees pursuant to applicable law.

Respectfully submitted,

BRACEWELL & GIULIANI LLP

By: /s/ Brian C. Mitchell

Patrick K. Crane
State Bar No. 24001940
Brian C. Mitchell
State Bar No. 24046452

1445 Ross Avenue, Suite 3800
Dallas, Texas 75202-2711
Telephone: (214) 468-3800
Facsimile: (214) 468-3888

ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF SERVICE/NOTIFICATION VIA DALLAS LOCAL RULE 2.02

I hereby certify that notice to Defendant would impair or annul the court's power to grant relief because the subject matter of the application could be accomplished or property removed, secreted or destroyed, if notice were required or given.

/s/ Brian C. Mitchell
Brian C. Mitchell

NO. _____

PROPERTY ADVISERS REALTY, INC.,

Plaintiff,

v.

KASSIE LYNN BOND CARPENTER
a/k/a SARA BRAXTON,

Defendant.

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IN THE DISTRICT COURT OF

DALLAS COUNTY, TEXAS

_____ JUDICIAL DISTRICT

AFFIDAVIT OF GERARD D. ("JERRY") REIS

STATE OF TEXAS

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§

COUNTY OF DALLAS

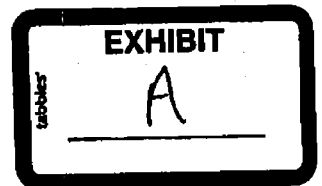
BEFORE ME, the undersigned authority, on this day personally appeared Gerard D. ("Jerry") Reis, known to me to be the person whose name appears below, who upon being duly sworn, deposes and states that the following facts are within his personal knowledge, and true and correct:

1. My name is Gerard D. ("Jerry") Reis. I am over the age of eighteen (18). I have never been convicted of a felony, and I am fully competent to make this Affidavit. I have personal knowledge of the facts stated in this Affidavit, and all of the facts stated in the Affidavit are true and correct.

2. I am the President and CEO of Property Advisers Realty, Inc. ("PAR"). As such, I have been personally involved and am familiar with the facts and circumstances set forth in this Affidavit.

3. PAR is a commercial real estate firm based in Irving, Texas that specializes in various aspects of the commercial real estate industry, including property management, leasing and maintenance for office, industrial and retail properties. More specifically, PAR's property management services include the collection of monthly rents and general maintenance of the real estate properties.

4. Kassie Lynn Bond Carpenter a/k/a Sara Braxton ("Defendant") is an employee of PAR. Defendant was placed on paid leave approximately a week ago. PAR has not formally terminated Defendant as of this date. However, the day after Defendant was placed on paid leave, Defendant filed for unemployment. Defendant has worked for PAR since December 2002, and has served Vice



President—Property Management/Property Accounting for PAR since 2006. One of Defendant's duties as a property manager for PAR is to either provide directly and/or contract for maintenance services, when needed, for the respective properties managed by PAR. In that regard, Defendant is authorized to pay fees and costs associated with maintenance on the properties managed by PAR. The monthly rents received from the tenants on behalf of PAR's clients are deposited into separate accounts owned by PAR and held in trust for each of the properties PAR manages (the "PAR Client Accounts"). PAR then distributes the monthly rents, minus management and certain maintenance fees, to PAR's clients on a quarterly or semi-annual basis from the PAR Client Accounts. Thus, the funds for property maintenance fees and costs are disbursed directly from the bank accounts owned and maintained by PAR, in which PAR's client's rent proceeds are deposited and distributed.

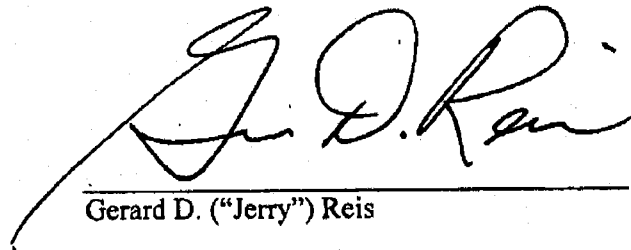
5. On or about February 10, 2012, PAR noticed accounting discrepancies with respect to balances in certain of the PAR Client Accounts. Upon further investigation, as well as a detailed analysis performed by PAR's forensic accountants, PAR realized that maintenance fees were being withdrawn from these PAR Client Accounts and paid to "DFW Sales & Service." DFW Sales & Service is/was not a maintenance vendor recognized or authorized to be used by PAR, and the fees being paid to DFW Sales & Service out of the PAR Client Accounts were substantial. Defendant was presenting fraudulent invoices to PAR for maintenance payments that did not exist. Specifically, between February 15, 2011, and January 19, 2012, \$162,793.00, comprised of over 61 separate checks, were paid directly to DFW Sales & Service from the PAR Client Accounts. PAR has since that time discovered that DFW Sales & Service is a sham entity formed and owned by Defendant for the sole purpose of collecting these maintenance fraudulently and wrongfully obtained funds. These funds were then deposited into DFW Sales & Service's banking account at Bank of America in Coppel, Texas—Defendant's residence.

6. Upon further investigation, PAR discovered that Defendant was also wrongfully receiving and/or stealing checks made payable to PAR as compensation for various services it had provided, such as management fees, maintenance and commissions. Defendant was then depositing those checks into PAR's petty cash account (the "PAR Account") and would fraudulently indorse and/or forge checks from the PAR Account to (i) Defendant, personally; (ii) to obtain cash through Defendant's personal account at Chase Bank; or (iii) to even pay Defendant's living expenses, such as her rent, credit cards and other bills. PAR has discovered, thus far, that during 2009, 2010 and 2011, Defendant wrote over 109 unauthorized checks for her personal use from the PAR Account in excess of \$300,000.00. PAR has also discovered that Defendant was charged with embezzlement in Denton County prior to her employment with PAR, yet she failed to disclose any such charge when seeking employment with PAR.

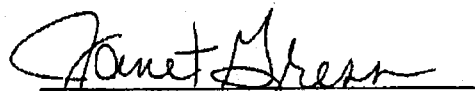
7. If Defendant is not immediately stopped from transferring the monies taken from the PAR Account and PAR Client Account and/or ordered to

retain all documents relating to these accounts, PAR will be irreparably harmed. Specifically, it will be nearly impossible to track the monies once Defendant is aware of the claims against her. Moreover, based upon her prior actions and those at issue in this case, I believe that there is a high likelihood that Defendant will seek to destroy documents and records that could be used to trace the monies she has absconded from PAR. If these monies are lost or transferred away, PAR will not only lose the monies it was entitled to, but it will also be responsible for paying its clients the amounts taken from the PAR Client Accounts. This will create a significant financial burden on PAR, which it may not be able to comply with and/or will create a situation where PAR is unable to pay its own operating expenses, such as payroll, which could place PAR's entire operating existence in jeopardy. Finally, if PAR is unable to locate and collect the funds taken from the PAR Client Accounts, which PAR is obligated to repay, PAR's client relationships will be irreparably harmed, which could not only lead to further financial issues and loss of goodwill, but could also subject PAR to claims by unpaid clients.

FURTHER AFFIANT SAITH NOT.


Gerard D. ("Jerry") Reiss

SUBSCRIBED AND SWORN TO BEFORE ME by the aforesaid Gerard D. ("Jerry") Reiss, this the 29th day of February, 2012, to certify which witness my hand and seal of office.


Notary Public, in and for the
State of Texas

My Commission Expires:




Typed or Printed Name of Notary

NO. _____

PROPERTY ADVISERS REALTY, INC.,

Plaintiff,

v.

KASSIE LYNN BOND CARPENTER
a/k/a SARA BRAXTON,

Defendant.

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IN THE DISTRICT COURT OF

DALLAS COUNTY, TEXAS

_____ JUDICIAL DISTRICT

AFFIDAVIT OF MICHAEL WOODRUFF

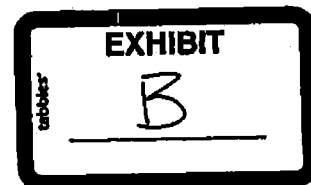
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Michael Woodruff, known to me to be the person whose name appears below, who upon being duly sworn, deposes and states that the following facts are within his personal knowledge, and true and correct:

1. My name is Michael Woodruff. I am over the age of eighteen (18). I have never been convicted of a felony, and I am fully competent to make this Affidavit. I have personal knowledge of the facts stated in this Affidavit, and all of the facts stated in the Affidavit are true and correct.

2. I am an Audit Partner with Hartman Leito & Bolt, LLP ("HLB"). I am a certified public accountant in Texas and Oklahoma. I have been providing professional accounting, consulting, and audit services for over 15 years. My experience includes public and private entities, internal and external audit, and control procedures consulting.

3. I was retained by Property Advisers Realty, Inc. ("PAR") to investigate suspicious charges made from the PAR Account and PAR Client Accounts (as defined in PAR's Original Petition). As such, I have been personally involved and am familiar with the facts and circumstances set forth in this Affidavit and prepared the attachments hereto. Specifically, I analyzed and documented charges from the PAR Account and PAR Client Accounts to DFW Sales and Service, Kassie Bond ("Bond"), Kassie Carpenter ("Carpenter") (Bond and Carpenter shall be referred to collectively herein as "Defendants"), Richard Yery, JC Penney and DirecTV (the "Fraudulent Payees"). The process I used in



conducting my analysis consisted of inquiry with Jerry Reis, PAR President, to determine that he had suspicions that payments to the vendor "DFW Sales and Service" were not appropriate. As a result of these conversations, we obtained a data file from PAR's accounting system and input that data into a database tool to search for unusual transactions. A result of searches for transactions pointed us to the North Dallas Bank and Trust account that Mr. Reis has stated was not currently in use for operating expenses. We requested that Mr. Reis obtain the bank statements and canceled checks from this account to determine if there were any unusual transactions being processed through this account. Based on my conversations with Mr. Reis, it was determined that any payments to the Fraudulent Payees were, in fact, fraudulent, because:

- a. DFW Sales and Service was not a vendor with whom PAR recognized doing business and invoices were not made available to support payments made to DFW Sales and Service until after PAR questioned them, and the Texas State Tax ID number 32011800532 assigned to DFW Sales and Service is registered by the State of Texas to Kassie Bond using the address 301 S. Macarthur, Coppell, TX 75019, which I understand is the Defendant's home address;
- b. Defendant receives a salary from PAR that is paid out of a separate account, and PAR has not authorized any other payments to Defendant out of the North Dallas Bank and Trust Account;
- c. Richard Yery is Defendant's landlord and, therefore, PAR would have no reason to be making payments to him for any reason;
- d. PAR does not have a credit account with JC Penney; and
- e. PAR does not subscribe to DirecTV.

4. A total of 216 charges to these persons/entities between 2009 and 2011 were discovered, totaling \$335,770.90. A complete summary of my findings upon concluding the analysis of such payments from are attached hereto as Exhibit B-1.

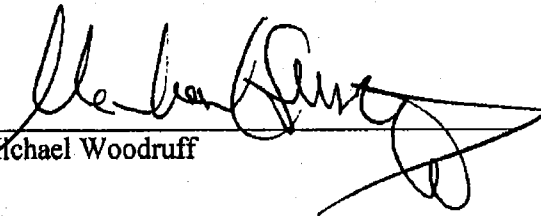
5. Further, payments made to Citi Credit Services, Lowes, Home Depot, Staples, TXU Energy and Verizon were considered suspicious because:

- (a) PAR's company credit cards are provided through ComData, not Citi;
- (b) PAR maintains Home Depot and Lowes credit cards, but the frequency of amounts being paid seems unusual;

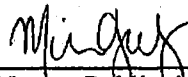
- (c) PAR is unaware of why there would be so many payments to Staples, especially since PAR typically reuses paper in the office when printing; and
- (d) Payments to TXU Energy and Verizon would not normally be made out of this account and are suspected to be personal bills for Ms. Bond.

A total of 119 charges to these entities between 2009 and 2011 were discovered, totaling \$146,346.48. See Exhibit "B-1."

FURTHER AFFIANT SAITH NOT.


Michael Woodruff

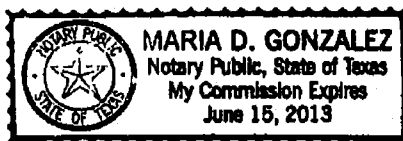
SUBSCRIBED AND SWORN TO BEFORE ME by the aforesaid Michael Woodruff, this the 29th day of February, 2012, to certify which witness my hand and seal of office.


Notary Public, in and for the
State of Texas

My Commission Expires:

06/15/13

Maria D. Gonzalez
Typed or Printed Name of Notary



Summary of payments that are not authorized by PAR

# of Payments	Vendor	Total
59	DFW Sales and Service	\$ 150,684.36
12	DirectTV	\$ 2,283.86
71	JC Penney	\$ 33,067.69
68	Kassie Bond/Carpenter	\$ 133,810.98
8	Richard Yery	\$ 16,100.00
	Total	\$ 335,946.89
2	Expense Reimb to KB/C	(175.99)
	Known unauthorized, net	\$ 335,770.90

Summary of suspicious payments made from N. Dallas B & T Account

# of Payments	Vendor	Total
13	Citi Credit Services	\$ 8,974.00
20	Lowe's	\$ 17,800.00
22	Home Depot	\$ 75,910.29
25	Staples	\$ 29,581.00
14	TXU Energy	\$ 5,868.00
25	Verizon	\$ 8,213.19
		\$ 146,346.48

Other payments that need further investigation

# of Payments	Vendor	Total
1	Stowe's Independent	\$ 750.00
1	Western Union	\$ 493.55
1	Dell Financial	\$ 384.56
1	Dana Haywood	\$ 4,125.00
16	Checks written to CASH	\$ 15,205.00
		\$ 20,958.11
	Other charges	\$ 32.00
		\$ 20,990.11

EXHIBIT

B-1

tabbler

Month	Day	Year	Property	Check #	Amount	Invoice #	Invoice Date	Bill To	Invoice Amount	Sales Tax Amount	Signature	Comments	Sales Tax Recalculated
4	1	2011	Bryary - Green Oaks Plaza	238	\$ 1,456.22						KB		
4	7	2011	Bryary - Green Oaks Plaza	247	2,300.00						KB		
4	7	2011	Bryary - Green Oaks Plaza	248	1,152.22						KB		
4	7	2011	Bryary - Green Oaks Plaza	334	2,150.20						KB		
4	20	2011	Bryary - Green Oaks Plaza	261	2,154.22						KB		
5	20	2011	Bryary - Green Oaks Plaza	294	2,245.22						KB		
7	22	2011	Bryary - Green Oaks Plaza	353	2,145.11						KB		
2	23	2011	Bryary - Green Oaks Plaza	208	1,250.22						KB		
7	28	2011	Bryary - Green Oaks Plaza	358	2,245.00						KB		
6	2	2011	Bryary - Operating account	212	1,745.22						KB		
5	4	2011	Bryary - Operating account	196	1,012.11						KB		
8	9	2011	Bryary - Operating account	253	2,454.11						KB		
7	12	2011	Bryary - Operating account	237	2,014.00						KB		
7	12	2011	Bryary - Operating account	239	2,145.11						KB		
5	15	2011	Bryary - Operating account	203	1,845.11						KB		
4	20	2011	Bryary - Operating account	189	1,144.11						KB		
5	20	2011	Bryary - Operating account	208	1,845.22						KB		
7	22	2011	Bryary - Operating account	248	2,145.22						KB		
8	26	2011	Bryary - Operating account	267	2,145.00						KB		
12	6	2011	Century Circle Rental Account	1227	4,254.22						HV		
4	7	2011	Century Circle Rental Account	1157	4,512.22				4145.21	192.67	HV		341.98
12	14	2011	Century Circle Rental Account	1232	4,145.21	55345 or 556254	12/10/2011	Century Circle	4145.21		HV		
1	19	2012	Century Circle Rental Account	1246	2,145.11						HV		
6	2	2011	HCREA	1426	4,125.22						HV		
8	3	2011	HCREA	1461	4,998.21						HV		
4	7	2011	HCREA	1390	2,415.44						HV		
5	9	2011	HCREA	1406	2,145.24						HV		
9	9	2011	HCREA	1477	3,247.22						HV		
3	10	2011	HCREA	1375	3,564.22						HV		
8	10	2011	HCREA	1463	4,616.86						HV		
1	10	2012	HCREA	1541	3,454.21						HV		
3	14	2011	HCREA	1376	2,544.22						HV		
9	14	2011	HCREA	1481	3,154.10						HV		
2	15	2011	HCREA	1353	706.14						HV		
4	20	2011	HCREA	1397	2,547.55						HV		
11	30	2011	HCREA	1521	4,151.22	55244	11/21/2012	Southlake	4151.22	283.67	HV		342.48
3	3	2011	Madison North	3717	2,200.00						HV		
9	9	2011	Madison North	3860	2,145.10						HV		
10	19	2011	Madison North	3895	3,245.11						HV		
12	21	2011	Madison North	8498	4,125.21	55241	12/21/2011	Madison Northtown	4125.21	304.87	HV		340.33
2	22	2011	Madison North	3706	1,250.22						HV		
9	23	2011	Madison North	3876	2,147.11						HV		
10	24	2011	Madison North	3896	2,845.11						HV		
3	3	2011	Randol Mill Service Center	1906	2,145.22						HV		
4	7	2011	Randol Mill Service Center	1932	3,451.22						HV		
5	9	2011	Randol Mill Service Center	1956	3,215.22	525465	5/7/2011	Randol Mill Service Center	3215.22	115.23	HV		265.26
9	9	2011	Randol Mill Service Center	2027	3,458.11	254554	9/9/2011	Randol Mill Service Center	3458.11	444.11	HV		285.29
8	10	2011	Randol Mill Service Center	2015	2,436.86	100	8/10/2011	Randol Mill Service Center	2436.86	185.72	HV		201.04
3	14	2011	Randol Mill Service Center	1914	3,325.22	256543	3/12/2011	Randol Mill Service Center	3325.22	296.78	HV		274.33
2	22	2011	Randol Mill Service Center	1897	2,451.11						HV		
3	28	2011	Randol Mill Service Center	1922	2,544.21	25454	3/27/2011	Randol Mill Service Center	2544.21	349.65	HV		209.90
9	1	2011	Trojan Retail - Emerald Square	221	2,150.00	5562313	8/28/2011	Emerald Square	2150.00	175.78	KB		177.38
11	1	2011	Trojan Retail - Emerald Square	258	2,147.11	5562355	10/30/2011	Emerald Square	2147.11	364.66	KB		177.14
10	6	2011	Trojan Retail - Emerald Square	245	2,145.10	556257	10/4/2011	Emerald Square	2145.10	125.74	KB		176.97

signature looks different from others

152.49
204.45
204.45
179.69
163.77

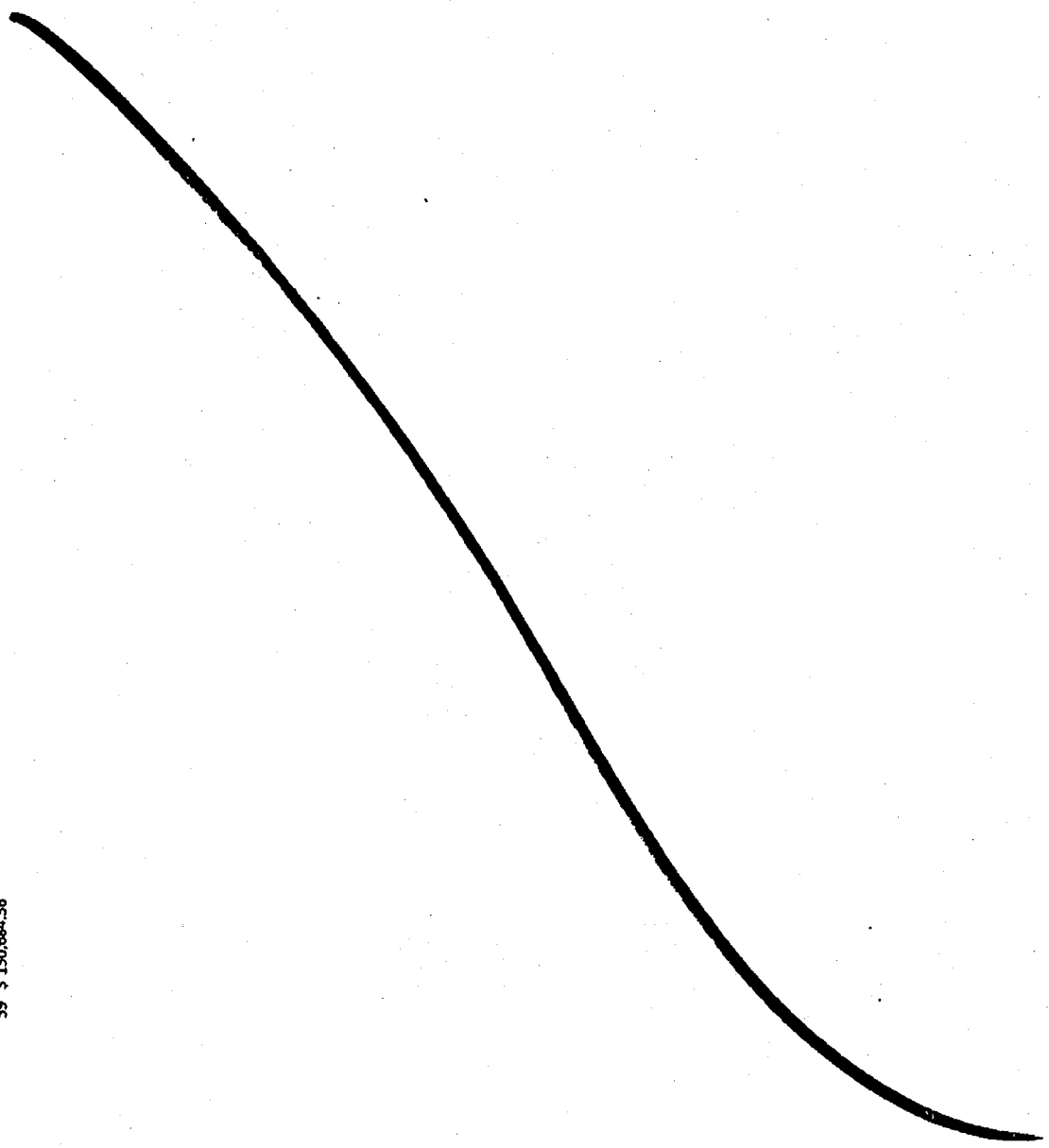
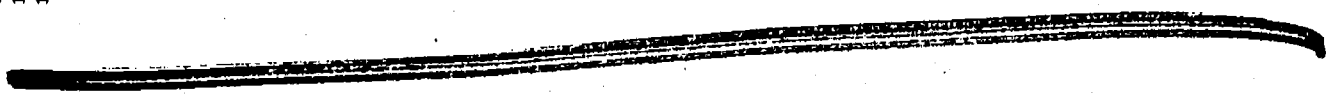
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2478.22
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1985.12

556201 10/10/2011 Emerald Square
55651454 11/8/2011 Emerald Square
63878 11/16/2011 Emerald
556256465 9/25/2011 Emerald Square
55623415 8/27/2011 Emerald Square

251 1,848.41
266 2,447.14
274 2,478.22
239 2,178.00
217 1,985.12
59 \$ 150,684.36

10 13 2011 Trojan Retail - Emerald Square
11 16 2011 Trojan Retail - Emerald Square
11 17 2011 Trojan Retail - Emerald Square
9 28 2011 Trojan Retail - Emerald Square
8 29 2011 Trojan Retail - Emerald Square



Signed by

Comments

Address

Amount

Date

Check #

Paid To

Date	Check #	Amount	Paid To	Comments	Signed by
2/25/2010	ACH	3.50	billmatrix		
6/24/2010	ACH	3.50	billmatrix		
				7.00 TOTAL	
12/22/2009	21780	1,000.00	CASH		hv
1/8/2010	21785	500.00	CASH		HV
1/22/2010	21794	609.00	CASH		HV
1/22/2010	21795	1,000.00	CASH		HV
1/22/2010	21796	1,000.00	CASH		HV
1/22/2010	21797	500.00	CASH		HV
1/22/2010	21798	500.00	CASH		HV
1/22/2010	21799	96.00	CASH		HV
3/5/2010	21802	4,000.00	CASH		HV
4/9/2010	21809	1,000.00	CASH		HV
4/13/2010	21810	1,000.00	CASH		HV
5/13/2010	21811	500.00	CASH		HV
8/26/2010	21837	500.00	CASH		HV
9/29/2010	21845	500.00	CASH		HV
4/12/2011	21871	600.00	CASH		HV
8/26/2011	21872	1,900.00	CASH		HV
				15,205.00	
8/26/2010	ACH	1,128.00	Chl Pymnt		
11/9/2010	ACH	146.00	Chl Pymnt		
9/16/2010	NONE	700.00	Chicorp Credit Services	VERBALLY AUTHORIZED BY DEPOSITOR	
10/15/2010	NONE	700.00	Chicorp Credit Services	VERBALLY AUTHORIZED BY DEPOSITOR	
11/22/2010	NONE	700.00	Chicorp Credit Services	VERBALLY AUTHORIZED BY DEPOSITOR	
12/15/2010	NONE	700.00	Chicorp Credit Services	VERBALLY AUTHORIZED BY DEPOSITOR	
1/18/2011	NONE	700.00	Chicorp Credit Services	VERBALLY AUTHORIZED BY DEPOSITOR	
2/16/2011	NONE	700.00	Chicorp Credit Services	VERBALLY AUTHORIZED BY DEPOSITOR	
3/16/2011	NONE	700.00	Chicorp Credit Services	VERBALLY AUTHORIZED BY DEPOSITOR	
4/16/2011	NONE	700.00	Chicorp Credit Services	VERBALLY AUTHORIZED BY DEPOSITOR	
5/15/2011	NONE	700.00	Chicorp Credit Services	VERBALLY AUTHORIZED BY DEPOSITOR	
6/20/2011	NONE	700.00	Chicorp Credit Services	VERBALLY AUTHORIZED BY DEPOSITOR	
7/18/2011	NONE	700.00	Chicorp Credit Services	VERBALLY AUTHORIZED BY DEPOSITOR	
				8,974.00	
12/18/2009	21775	4,125.00	Dana Haywood Construct	195 Rosewood Drive, Aubrey TX 76227	HV
				4,125.00	
7/13/2010	ACH	384.56	Dell Financial		
				384.56	
9/8/2009	ACH	165.90	DirectTV		
9/30/2009	ACH	142.54	DirectTV		
10/22/2009	ACH	199.88	DirectTV		
12/9/2009	ACH	186.06	DirectTV		
1/8/2010	ACH	216.25	DirectTV		
2/17/2010	ACH	231.86	DirectTV		
2/25/2010	ACH	191.52	DirectTV		
3/29/2010	ACH	203.20	DirectTV		
4/14/2010	ACH	18.04	DirectTV		
5/18/2010	ACH	371.04	DirectTV		
6/24/2010	ach	203.20	DirectTV		
7/15/2010	ACH	154.37	DirectTV		
				2,283.86	
9/24/2009	ACH	115.30	ICP EPAY		
10/9/2009	ACH	544.02	ICP EPAY		
10/16/2009	ACH	233.98	ICP EPAY		

a Google search identified this entity as a corporate remodling entity

10/19/2009 ACH 507.13 JCP EPAY
10/30/2009 ACH 686.32 JCP EPAY
11/10/2009 ACH 64.69 JCF EPAY
11/10/2009 ACH 189.17 JCP EPAY
11/13/2009 ACH 429.90 JCF EPAY
11/24/2009 ACH 611.56 JCP EPAY
12/1/2009 ACH 232.45 JCP EPAY
12/3/2009 ACH 109.56 JCP EPAY
12/8/2009 ACH 628.19 JCP EPAY
1/4/2010 ACH 867.19 JCP EPAY
1/12/2010 ACH 358.52 JCP EPAY
1/20/2010 ACH 498.60 JCP EPAY
2/9/2010 ACH 437.85 JCP EPAY
2/10/2010 ACH 437.85 JCP EPAY
2/22/2010 ACH 445.55 JCP EPAY
2/26/2010 ACH 155.76 JCP EPAY
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3/5/2010 ACH 231.66 JCP EPAY
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4/9/2010 ACH 124.43 JCP EPAY
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5/18/2010 ACH 336.96 JCP EPAY
5/21/2010 ACH 211.40 JCP EPAY
5/28/2010 ACH 613.55 JCP EPAY
6/17/2010 ACH 542.28 JCP EPAY
6/24/2010 ACH 737.54 JCP EPAY
6/29/2010 ACH 126.98 JCP EPAY
7/13/2010 ACH 579.32 JCP EPAY
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11/3/2010 ACH 535.47 JCP EPAY
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11/23/2010 ACH 387.07 JCP EPAY
11/29/2010 ACH 219.46 JCP EPAY
12/7/2010 ACH 646.86 JCP EPAY
12/16/2010 ACH 764.05 JCP EPAY
1/18/2011 ACH 200.00 JCP EPAY
1/19/2011 ACH 200.00 JCP EPAY
1/24/2011 ACH 565.22 JCP EPAY
2/1/2011 ACH 20.00 JCP EPAY
3/1/2011 ACH 816.26 JCP EPAY
3/15/2011 ACH 648.00 JCP EPAY
4/1/2011 ACH 894.46 JCP EPAY
5/3/2011 ach 450.00 JCP EPAY
5/24/2011 ACH 500.00 JCP EPAY
7/6/2011 ACH 250.00 JCP EPAY
7/18/2011 ACH 683.73 JCP EPAY

Date	Account	Amount	Payee	Check #	Notes
8/2/2011	ACH	671.49	ICP EPAY		
8/5/2011	ACH	592.75	ICP EPAY		
8/22/2011	ACH	326.37	ICP EPAY		
9/9/2011	ACH	550.00	ICP EPAY		
10/12/2011	ACH	250.00	ICP EPAY		
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10/19/2011	ACH	250.00	ICP EPAY		
10/25/2011	ACH	220.28	ICP EPAY		
11/2/2011	ACH	818.94	ICP EPAY		
12/6/2011	ACH	471.83	ICP EPAY		
12/6/2011	ACH	504.29	ICP EPAY		
12/20/2011	ACH	487.35	ICP EPAY		
12/21/2011	ACH	487.35	ICP EPAY		
71					
1/15/2009	21707	752.00	Kassie Bond		2725 W. Royal, Apt. 1201, Irving, TX 75063
1/23/2009	21707	1,214.55	Kassie Bond		2725 W. Royal, Apt. 1201, Irving, TX 75063
3/18/2009	21708	1,785.22	Kassie Bond		2725 W. Royal, Apt. 1201, Irving, TX 75063
4/9/2009	21710	1,456.00	Kassie Bond		2725 W. Royal, Apt. 1201, Irving, TX 75063
4/14/2009	21710	1,478.22	Kassie Bond		2725 W. Royal, Apt. 1201, Irving, TX 75063
6/17/2009	21721	752.00	Kassie Bond		2725 W. Royal, Apt. 1201, Irving, TX 75063
7/20/2009	21731	852.00	Kassie Bond		2725 W. Royal, Apt. 1201, Irving, TX 75063
7/30/2009	21736	950.00	Kassie Bond		2725 W. Royal, Apt. 1201, Irving, TX 75063
8/4/2009	21737	950.00	Kassie Bond		2725 W. Royal, Apt. 1201, Irving, TX 75063
8/31/2009	21739	1,265.00	Kassie Bond		2725 W. Royal, Apt. 1201, Irving, TX 75063
9/11/2009	21743	1,250.00	Kassie Bond		2725 W. Royal, Apt. 1201, Irving, TX 75063
9/22/2009	21745	1,250.00	Kassie Bond		2725 W. Royal, Apt. 1201, Irving, TX 75063
9/28/2009	21744	450.00	Kassie Bond		2725 W. Royal, Apt. 1201, Irving, TX 75063
10/16/2009	21746	1,250.00	Kassie Bond		2725 W. Royal, Apt. 1201, Irving, TX 75063
10/26/2009	21747	650.00	Kassie Bond		2725 W. Royal, Apt. 1201, Irving, TX 75063
11/10/2009	21749	1,250.00	Kassie Bond		2725 W. Royal, Apt. 1201, Irving, TX 75063
11/19/2009	21750	1,250.00	Kassie Bond		2725 W. Royal, Apt. 1201, Irving, TX 75063
11/24/2009	21751	1,250.00	Kassie Bond		2725 W. Royal, Apt. 1201, Irving, TX 75063
12/7/2009	21752	1,250.00	Kassie Bond		2725 W. Royal, Apt. 1201, Irving, TX 75063
1/13/2010	21786	1,250.00	Kassie Bond		2725 W. Royal, Apt. 1201, Irving, TX 75063
1/14/2010	21788	1,250.00	Kassie Bond		2725 W. Royal, Apt. 1201, Irving, TX 75063
1/15/2010	21790	124.21	Kassie Bond		2725 W. Royal, Apt. 1201, Irving, TX 75063
1/20/2010	21792	1,250.00	Kassie Bond		2725 W. Royal, Apt. 1201, Irving, TX 75063
1/21/2010	21793	2,500.00	Kassie Bond		2725 W. Royal, Apt. 1201, Irving, TX 75063
2/9/2010	21800	1,250.00	Kassie Bond		2725 W. Royal, Apt. 1201, Irving, TX 75063
2/23/2010	21801	1,250.00	Kassie Bond		2725 W. Royal, Apt. 1201, Irving, TX 75063
3/10/2010	21803	2,500.00	Kassie Bond		2725 W. Royal, Apt. 1201, Irving, TX 75063
3/15/2010	21804	2,500.00	Kassie Bond		2725 W. Royal, Apt. 1201, Irving, TX 75063
3/16/2010	21805	2,500.00	Kassie Bond		2725 W. Royal, Apt. 1201, Irving, TX 75063
3/22/2010	21807	2,500.00	Kassie Bond		2725 W. Royal, Apt. 1201, Irving, TX 75063
3/25/2010	21808	2,500.00	Kassie Bond		2725 W. Royal, Apt. 1201, Irving, TX 75063
5/13/2010	21812	2,500.00	Kassie Bond		2725 W. Royal, Apt. 1201, Irving, TX 75063
5/21/2010	21813	2,500.00	Kassie Bond		2725 W. Royal, Apt. 1201, Irving, TX 75063
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7/9/2010	21827	2,500.00	Kassie Bond		2725 W. Royal, Apt. 1201, Irving, TX 75063
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8/16/2010	21834	2,500.00	Kassie Bond		2725 W. Royal, Apt. 1201, Irving, TX 75063

Same check # as check dated 1/15/09 for \$752.01
 Same check # as check dated 1/23/09 for \$1214.55
 Same check # as check dated 4/14/2009 for \$1478.22
 Same check # as check dated 4/9/2009 for \$1456.00

Appears to be an expense reimbursement check

8/19/2010	21835	2,500.00	Kassie Bond	228 Nixon Street, Coppell, TX 75019	HV
8/23/2010	21836	2,750.00	Kassie Bond	228 Nixon Street, Coppell, TX 75019	HV
8/27/2010	21838	2,750.00	Kassie Bond	228 Nixon Street, Coppell, TX 75019	HV
9/7/2010	21840	2,750.00	Kassie Bond	228 Nixon Street, Coppell, TX 75019	HV
9/8/2010	21841	2,750.00	Kassie Bond	228 Nixon Street, Coppell, TX 75019	hv
9/15/2010	21842	2,750.00	Kassie Bond	228 Nixon Street, Coppell, TX 75019	HV
9/20/2010	21843	2,750.00	Kassie Bond	228 Nixon Street, Coppell, TX 75019	HV
9/28/2010	21844	3,150.00	Kassie Bond	228 Nixon Street, Coppell, TX 75019	HV
10/6/2010	21846	3,130.00	Kassie Bond	228 Nixon Street, Coppell, TX 75019	HV
10/8/2010	21847	2,250.00	Kassie Bond	228 Nixon Street, Coppell, TX 75019	HV
10/22/2010	21848	1,250.00	Kassie Bond	228 Nixon Street, Coppell, TX 75019	hv
10/25/2010	21849	3,100.00	Kassie Bond	228 Nixon Street, Coppell, TX 75019	HV
10/26/2010	21850	3,100.00	Kassie Bond	228 Nixon Street, Coppell, TX 75019	HV
10/28/2010	21852	2,750.00	Kassie Bond	228 Nixon Street, Coppell, TX 75019	HV
11/5/2010	21853	3,100.00	Kassie Bond	228 Nixon Street, Coppell, TX 75019	HV
11/10/2010	21854	1,250.00	Kassie Bond	228 Nixon Street, Coppell, TX 75019	HV
11/19/2010	21855	2,150.00	Kassie Carpenter	301 S. MacArthur, Coppell, TX 75019	HV
11/24/2010	21856	3,150.00	Kassie Carpenter	301 S. MacArthur, Coppell, TX 75019	HV
12/7/2010	21858	3,150.00	Kassie Carpenter	301 S. MacArthur, Coppell, TX 75019	HV
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1/14/2011	21861	3,150.00	Kassie Carpenter	301 S. MacArthur, Coppell, TX 75019	hv
2/2/2011	21862	3,150.00	Kassie Carpenter	301 S. MacArthur, Coppell, TX 75019	HV
4/8/2011	21868	51.78	Kassie Carpenter	301 S. MacArthur, Coppell, TX 75019	HV
4/11/2011	21869	2,750.00	Kassie Carpenter	301 S. MacArthur, Coppell, TX 75019	HV
4/11/2011	21870	3,200.00	Kassie Carpenter	301 S. MacArthur, Coppell, TX 75019	HV

duplicate check number
duplicate check number

Appears to be an expense reimbursement check

\$ 133,810.98

7/23/2009	ACH	2,000.00	Lowes E Pay		
7/24/2009	ACH	1,000.00	Lowes E Pay		
8/20/2009	ACH	1,000.00	Lowes E Pay		
9/3/2009	ACH	200.00	Lowes E Pay		
9/18/2009	ACH	800.00	Lowes E Pay		
10/22/2009	ACH	800.00	Lowes E Pay		
11/20/2009	ACH	650.00	Lowes E Pay		
12/3/2009	ACH	400.00	Lowes E Pay		
12/21/2009	ACH	1,000.00	Lowes E Pay		
1/12/2010	ACH	1,000.00	Lowes E Pay		
6/29/2010	ACH	1,000.00	Lowes E Pay		
7/13/2010	ACH	1,000.00	Lowes E Pay		
8/5/2010	ACH	500.00	Lowes E Pay		
8/12/2010	ACH	1,000.00	Lowes E Pay		
8/18/2010	ACH	1,000.00	Lowes E Pay		
8/19/2010	ACH	1,000.00	Lowes E Pay		
12/23/2010	ACH	250.00	Lowes E Pay		
3/21/2011	ACH	1,500.00	Lowes E Pay		
5/5/2011	ACH	700.00	Lowes E Pay		
5/18/2009	ACH	7,251.47	Online Pmt Home Depot		
6/8/2009	ACH	3,759.62	Online Pmt Home Depot		
6/25/2009	ACH	2,241.33	Online Pmt Home Depot		
7/13/2009	ACH	5,719.38	Online Pmt Home Depot		
7/14/2009	ACH	2,509.32	Online Pmt Home Depot		
8/5/2009	ACH	5,463.28	Online Pmt Home Depot		

\$ 17,800.00

Would you typically make more than one payment in a given month?
Would you typically make more than one payment in a given month?

8/19/2009 ACH 1,177.92 Online Pmt Home Depot
 9/8/2009 ACH 2,062.11 Online Pmt Home Depot
 9/18/2009 ACH 485.52 Online Pmt Home Depot
 9/19/2009 ACH 3,695.18 Online Pmt Home Depot
 10/17/2009 ACH 3,534.63 Online Pmt Home Depot
 10/16/2009 ACH 4,039.35 Online Pmt Home Depot
 11/4/2009 ACH 1,506.26 Online Pmt Home Depot
 11/4/2009 ACH 2,138.48 Online Pmt Home Depot
 1/19/2010 ACH 5,808.89 Online Pmt Home Depot
 8/20/2010 ach 1,137.05 Online Pmt Home Depot
 8/23/2010 ACH 1,551.15 Online Pmt Home Depot
 9/7/2010 ACH 875.84 Online Pmt Home Depot
 3/17/2011 ACH 6,804.55 Online Pmt Home Depot
 3/18/2011 ach 1,425.42 Online Pmt Home Depot
 4/8/2011 ACH 7,117.42 Online Pmt Home Depot
 8/11/2011 ACH 5,606.12 Online Pmt Home Depot

22

7/23/2009 ACH 1,000.00 Online Pmt Staples
 8/5/2009 ACH 1,500.00 Online Pmt Staples
 8/19/2009 ACH 1,500.00 Online Pmt Staples
 9/14/2009 ACH 280.00 Online Pmt Staples
 9/30/2009 ACH 387.00 Online Pmt Staples
 10/17/2009 ACH 2,000.00 Online Pmt Staples
 10/19/2009 ACH 800.00 Online Pmt Staples
 11/3/2009 ACH 1,000.00 Online Pmt Staples
 11/13/2009 ACH 2,000.00 Online Pmt Staples
 12/18/2009 ach 254.00 Online Pmt Staples
 12/23/2009 ach 2,000.00 Online Pmt Staples
 1/19/2010 ach 276.00 Online Pmt Staples
 1/29/2010 ACH 1,000.00 Online Pmt Staples
 3/1/2010 ACH 413.00 Online Pmt Staples
 3/29/2010 ACH 2,000.00 Online Pmt Staples
 4/8/2010 ACH 1,000.00 Online Pmt Staples
 5/7/2010 ACH 3,000.00 Online Pmt Staples
 6/11/2010 ACH 553.00 Online Pmt Staples
 6/28/2010 ACH 578.00 Online Pmt Staples
 7/21/2010 ACH 2,000.00 Online Pmt Staples
 11/8/2010 ACH 579.00 Online Pmt Staples
 12/10/2010 ACH 2,000.00 Online Pmt Staples
 4/5/2011 ACH 595.00 Online Pmt Staples
 10/3/2011 ACH 1,762.00 Online Pmt Staples
 12/19/2011 ACH 1,104.00 Online Pmt Staples
 1/22/2010 ACH 493.55 Purpwer Speedpay
 3/11/2009 21709 300.00 Richard Yery
 3/18/2009 21707 3,300.00 Richard Yery
 6/17/2009 21713 3,300.00 Richard Yery
 8/31/2009 21738 2,250.00 Richard Yery
 10/28/2009 21748 1,250.00 Richard Yery
 1/13/2010 21787 3,420.00 Richard Yery
 6/25/2010 21824 1,140.00 Richard Yery
 8/9/2010 21831 1,140.00 Richard Yery
 8 16,100.00
 12/17/2009 21771 750.00 Stowe's Independent Servn P.O. Box 1254 Grapevine, TX 76099

25

1/22/2010 ACH 493.55 Purpwer Speedpay
 3/11/2009 21709 300.00 Richard Yery
 3/18/2009 21707 3,300.00 Richard Yery
 6/17/2009 21713 3,300.00 Richard Yery
 8/31/2009 21738 2,250.00 Richard Yery
 10/28/2009 21748 1,250.00 Richard Yery
 1/13/2010 21787 3,420.00 Richard Yery
 6/25/2010 21824 1,140.00 Richard Yery
 8/9/2010 21831 1,140.00 Richard Yery
 8 16,100.00
 12/17/2009 21771 750.00 Stowe's Independent Servn P.O. Box 1254 Grapevine, TX 76099

a Google search identified this as a Western Union moniker

Same check # as checks dated 1/15 and 1/23

HV HV HV HV HV HV HV HV HV HV HV

\$ 750.00

Also had a \$3.50 Billmatrix charge associated with this -
this is done for online payments

639.00	TXU Energy
322.95	TXU Energy
285.00	TXU Energy
586.89	TXU Energy
593.70	TXU Energy
277.82	TXU Energy
619.44	TXU Energy
320.94	TXU Energy
288.65	TXU Energy
137.89	TXU Energy
273.61	TXU Energy
600.93	TXU Energy
613.95	TXU Energy
307.23	TXU Energy

\$ 5,868.00

5/18/2009	ACH	488.00	Verizon Main
6/4/2009	ACH	377.69	Verizon PPD
7/15/2009	ACH	377.69	Verizon PPD
8/25/2009	ACH	392.39	Verizon PPD
11/10/2009	ACH	455.14	Verizon PPD
1/15/2010	ACH	225.03	Verizon PPD
3/15/2010	ACH	272.35	Verizon PPD
4/14/2010	ACH	285.20	Verizon PPD
6/24/2010	ACH	137.77	Verizon PPD
9/30/2010	ACH	142.77	Verizon PPD
10/13/2010	ACH	215.12	Verizon PPD
11/13/2010	ACH	439.18	Verizon PPD
1/18/2011	ACH	393.64	Verizon PPD
2/10/2011	ACH	400.00	Verizon PPD
3/1/2011	ACH	280.80	Verizon PPD
4/8/2011	ACH	286.27	Verizon PPD
6/17/2011	ACH	39.45	Verizon PPD
7/18/2011	ACH	342.06	Verizon PPD
8/30/2011	ACH	296.09	Verizon PPD
10/12/2011	ACH	616.46	Verizon PPD
11/18/2011	ACH	314.57	Verizon PPD
12/21/2011	ACH	573.18	Verizon PPD
1/18/2011	ACH	343.74	Verizon PPD
2/21/2011	ACH	305.02	Verizon PPD
3/14/2011	ACH	305.00	Verizon PPD

14

\$ 8,213.19
352,574.12

25

EXHIBIT B

FILED

2012 MAR -7 PM 12:23

GARY FITZSIMMONS
CLERK OF DISTRICT COURT
DALLAS COUNTY TEXAS
DEPUTY

**FORM NO. 353-3 - CITATION
THE STATE OF TEXAS**

To: **KASSIE LYNN BOND CARPENTER AKA SARA BRAXTON
301 S MACARTHUR
COPPELL TX 75019**

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. of the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. Your answer should be addressed to the clerk of the 192nd District Court at 600 Commerce Street, Ste. 101, Dallas, Texas 75202.

Said Plaintiff being **PROPERTY ADVISERS REALTY INC**

Filed in said Court **1st day of March, 2012** against

KASSIE LYNN BOND CARPENTER AKA SARA BRAXTON

For Suit, said suit being numbered **DC-12-02344**, the nature of which demand is as follows:
Suit on **OTHER (CIVIL)** etc. as shown on said petition,
a copy of which accompanies this citation. If this citation is not served, it shall be returned unexecuted.

WITNESS: **GARY FITZSIMMONS**, Clerk of the District Courts of Dallas, County Texas.
Given under my hand and the Seal of said Court at office this 2nd day of March, 2012.

ATTEST: **GARY FITZSIMMONS**, Clerk of the District Courts of Dallas, County, Texas

By *E. Lamb*, Deputy
EVETTE LAMB



ATTY

CITATION

DC-12-02344

**PROPERTY ADVISERS REALTY
INC**

vs.

**KASSIE LYNN BOND CARPENTER
AKA SARA BRAXTON**

ISSUED THIS

2nd day of March, 2012

GARY FITZSIMMONS
Clerk District Courts,
Dallas County, Texas

By: **EVETTE LAMB**, Deputy

Attorney for Plaintiff

Patrick Craine
Bracewell & Giuliani LLP
1445 Ross Avenue Suite 3800
Dallas Tx 75202
214-468-3800

DALLAS COUNTY CONSTABLE

Fees PAID



EXHIBIT

B

OFFICER'S RETURN

Case No. : DC-12-02344

Court No. 192nd District Court

Style: PROPERTY ADVISERS REALTY INC

vs.

KASSIE CARPENTER

SEE ATTACHED **
*****AFFIDAVIT *****

Came to hand on the _____ day of _____ at _____ o'clock _____ M. Executed at _____
within the County of _____ M. on the _____ day of _____
20 _____ by delivering to the within named _____

each, in person, a true copy of this Citation together with the accompanying copy of this pleading, having first endorsed on same date of delivery. The distance actually traveled by me in serving such process was _____ miles and my fees are as follows: To certify which witness my hand.

For serving Citation \$ _____
For mileage \$ _____ of _____ County, _____
For Notary \$ _____ By _____ Deputy

SEE ATTACHED **
*****AFFIDAVIT *****

(Must be verified if served outside the State of Texas)

Signed and sworn to by the said _____ before me this _____ day of _____

to certify which witness my hand and seal of office.

Notary Public _____ County _____

CAUSE NO. DC-12-02344

PROPERTY ADVISERS REALTY, INC.

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IN THE DISTRICT COURT

Plaintiff(s),

VS.

192ND JUDICIAL DISTRICT

KASSIE LYNN BOND CARPENTER a/k/a
SARA BRAXTON

Defendant(s).

DALLAS COUNTY, TEXAS

AFFIDAVIT OF SERVICE

Came to hand on **Friday, March 2, 2012 at 5:55 PM,**
Executed at: **301 S. MACARTHUR, COPPELL, TX 75019**
within the county of **DALLAS** at **9:52 AM,** on **Monday, March 5, 2012,**
by delivering to the within named:

KASSIE LYNN BOND CARPENTER a/k/a SARA BRAXTON

In person a true copy of this

**CITATION and PLAINTIFF'S ORIGINAL PETITION AND VERIFIED APPLICATION FOR
TEMPORARY RESTRAINING ORDER, TEMPORARY INJUNCTION AND PERMANENT
INJUNCTION with EXHIBITS**

having first endorsed thereon the date of the delivery.

BEFORE ME, the undersigned authority, on this day personally appeared **Joe Clewis** who after being duly sworn on oath states: "My name is **Joe Clewis**. I am a person over eighteen (18) years of age and I am competent to make this affidavit. I am a resident of the State of Texas. I have personal knowledge of the facts and statements contained in this affidavit and aver that each is true and correct. I am not a party to this suit nor related or affiliated with any herein, and have no interest in the outcome of the suit. I am familiar with the Texas Rules of Civil Procedure, and the Texas Practice and Remedies Codes as they apply to service of process. I have never been convicted of a felony or of a misdemeanor involving moral turpitude."

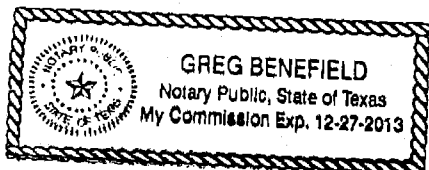
Joe Clewis

Of: **Dallas County**

By: 

Authorized Person - SCH4129 - Exp 08/31/14

Subscribed and Sworn to by **Joe Clewis**, Before Me, the undersigned authority, on this 6th day of **March, 2012.**



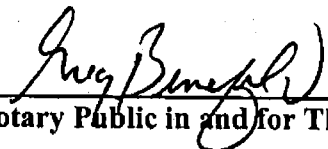

Notary Public in and for The State of Texas

EXHIBIT C

CAUSE NO. 12-02344

PROPERTY ADVISERS REALTY, INC.,

Plaintiff,

v.

KASSIE LYNN BOND CARPENTER,
a/k/a SARA BRAXTON,

Defendant.

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IN THE DISTRICT COURT

192nd JUDICIAL DISTRICT

DALLAS COUNTY, TEXAS

AFFIDAVIT OF GERARD D. REIS

STATE OF TEXAS

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COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared GERARD D. REIS, known to me to be the person whose name appears below, who upon being duly sworn, deposes and states the following:

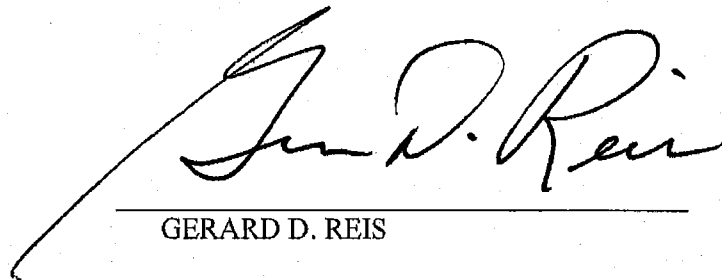
1. My name is Gerard D. ("Jerry") Reis. I am over the age of eighteen (18). I have never been convicted of a felony, and I am fully capable of, and competent and authorized to, make this Affidavit. The facts set forth below are within my personal knowledge and are true and correct.
2. I am the President and CEO of Property Advisers Realty, Inc. ("PAR"). As such I have been personally involved and am familiar with the facts and circumstances set forth in this Affidavit.
3. PAR is a commercial real estate firm based in Irving, Texas that specializes in various aspects of the commercial real estate industry, including property management, leasing and maintenance for office, industrial and retail properties. More specifically, PAR's property management services include the collection of monthly rents and general maintenance of the real estate properties.
4. In or about February 2012, PAR discovered that one of its employees, Kassie Lynn Bond Carpenter a/k/a Sara Braxton, had been stealing monies belonging to PAR and/or PAR's clients, as fully set forth in Plaintiff's Original Petition. Ms. Carpenter has since admitted to her wrongdoing during her deposition.



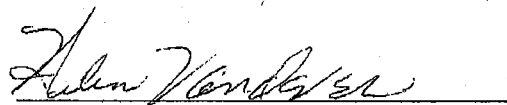
5. As of June 30 2012, as a result of Defendant's wrongful appropriation and theft of funds from PAR, PAR has suffered total monetary damages in the amount of \$652,454.24, excluding attorneys' fees. This constitutes \$621,020.93 stolen by Ms. Carpenter, which have been verified by an independent forensic accountant, and are specifically identified by year and account on the attached Exhibit A, \$15,654.09 in computer forensics' fees incurred in an effort to locate the wrongfully absconded monies, and \$15,779.22 in accountant fees incurred in further determining what monies had been stolen and the amount of damages incurred by PAR.

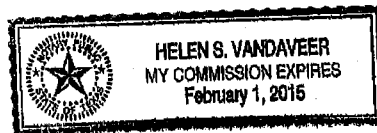
6. As a result of Ms. Carpenter's wrongful and illegal acts, PAR has found it necessary to retain legal counsel, Bracewell & Giuliani LLP, to prosecute PAR's claims against Ms. Carpenter.

Further Affiant sayeth not.


GERARD D. REIS

SUBSCRIBED TO AND SWORN TO BEFORE ME on this the 25 day of July, 2012

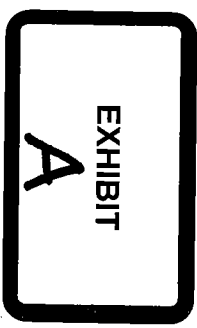

Notary Public in and for
the State of Texas



Amounts Stolen By Year
 Deposited into North Dallas Bank
 Updated: June 30, 2012

	2005	2006	2007	2008	2009	2010	2011	DFW Sales	NDB	Total by Property
PAR	\$ 33,718.42	\$ 26,045.00	\$ 17,100.00	\$ 27,935.25	\$ 2,394.85	\$ 3,412.94	\$ 19,258.72	\$ -	\$ 129,865.18	\$ 129,865.18
Summit	\$ -	\$ -	\$ -	\$ -	\$ 20,252.26	\$ 24,406.14	\$ 12,548.66	\$ 13,832.65	\$ 57,207.06	\$ 71,039.71
Nolen	\$ -	\$ -	\$ -	\$ -	\$ 18,861.36	\$ 19,792.97	\$ 11,133.76	\$ 46,190.85	\$ 49,788.09	\$ 95,978.94
CC	\$ -	\$ -	\$ -	\$ -	\$ 22,160.75	\$ 19,160.75	\$ 3,689.22	\$ 15,056.76	\$ 45,010.72	\$ 60,067.48
Northtown	\$ -	\$ -	\$ -	\$ -	\$ 12,945.39	\$ 4,125.21	\$ 4,574.22	\$ 4,125.21	\$ 21,644.82	\$ 25,770.03
RMSC	\$ -	\$ -	\$ -	\$ -	\$ 19,876.22	\$ 82,872.06	\$ 17,799.72	\$ 23,027.17	\$ 120,548.00	\$ 143,575.17
Vroy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,547.19	\$ 1,988.22	\$ 3,547.19	\$ 5,535.41
450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6029	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bryarhy 20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,643.30	\$ 17,098.41	\$ 22,643.30	\$ 39,741.71
Additon	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,072.43	\$ 18,495.21	\$ 3,072.43	\$ 21,567.64
Emerald	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,500.56	\$ 17,379.10	\$ 10,500.56	\$ 27,879.66
Totals By YR	\$ 33,718.42	\$ 26,045.00	\$ 17,100.00	\$ 27,935.25	\$ 96,490.83	\$ 153,770.07	\$ 108,767.78	\$ 157,193.58	\$ 463,827.35	

NDB \$ 463,827.35
 DFW Sales \$ 157,193.58
 Total Stolen \$ 621,020.93



Fidelity Forensics Group	\$ 5,000.00
	\$ 8,182.78
	<u>\$ 2,471.31</u>
	\$ 15,654.09

As of 7-19-12

Bracewell & Giuliani, LLP	3/13/2012	\$ 6,187.50
	3/20/2012	
	4/13/2012	\$ 19,710.25
	4/18/2012	\$ 2,010.60
	5/9/2012	
	5/15/2012	
	6/15/2012	\$ 113.00
	6/27/2012	
	6/30/2012	\$ 400.50
	7/12/2012	
		<u>\$ 28,421.85</u>

As of 7-13-12

Hartman Leito & Bolt, LLP

	2/29/2012	\$ 7,167.00
	3/20/2012	
	3/31/2012	\$ 7,004.38
	5/9/2012	
	6/30/2012	<u>\$ 1,607.84</u>
		\$ 15,779.22

Total Cost to date	\$ 59,855.16
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EXHIBIT D

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CAUSE NO. 12-02344

PROPERTY ADVISORS REALTY,) IN THE DISTRICT COURT
INC.)
)
vs.) DALLAS COUNTY, TEXAS
)
KASSIE LYNN BOND CARPENTER)
A/K/A SARA BRAXTON) 192ND JUDICIAL DISTRICT

ORAL DEPOSITION

KASSIE LYNN BOND CARPENTER

MARCH 7, 2012

ORAL DEPOSITION OF KASSIE LYNN BOND CARPENTER,
produced as a witness at the instance of the Plaintiff
and duly sworn, was taken in the above-styled and
numbered cause on March 7, 2012, from 11:43 a.m. to
12:22 p.m., before Sandy A. Trefth, Certified Shorthand
Reporter in and for the State of Texas, reported by
computerized stenotype machine at the offices of
Bracewell & Giuliani, 1445 Ross Avenue, Suite 3800,
Dallas, Texas, pursuant to the Texas Rules of Civil
Procedure and the provisions stated on the record or
attached hereto.



KASSIE LYNN BOND CARPENTER

<p style="text-align: right;">2</p> <p>1 APPEARANCES 2 3 FOR THE PLAINTIFF: 4 MR. BRIAN C. MITCHELL 5 MS. JACQUELINE GARZA-ROTHROCK 6 Bracewell & Giuliani 7 1445 Ross Avenue 8 Suite 3800 9 Dallas, TX 75202 10 214-758-1053 11 brian.mitchell@bgllp.com 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p style="text-align: right;">4</p> <p>1 KASSIE LYNN BOND CARPENTER, 2 having been first duly sworn, testified as follows: 3 EXAMINATION 4 BY MR. MITCHELL: 5 Q. Good morning. If I call you by your last name, 6 would -- is it Ms. Bond or Ms. Carpenter? 7 A. I think of myself as Ms. Bond, yeah. 8 Q. Okay. Then I'll just use Ms. Bond. Ms. Bond, 9 can you state your full name? 10 A. Kassie Lynn Bond. 11 Q. And Kassie, it's K-a-s-s-i-e? 12 A. Yes. 13 Q. Okay. Ms. Bond, what's your current address? 14 A. 301 South MacArthur, Coppell 75019. 15 Q. And do you have a Texas driver's license? 16 A. Yes. 17 Q. Do you know your driver's license number? 18 A. Uh-huh. 19 Q. What is that? 20 A. 14285147. 21 Q. And do you have a current cell phone? 22 A. Yes. 23 Q. Okay. What's your cell phone number? 24 A. (214)862-2844. 25 Q. And is there an e-mail account that you can</p>
<p style="text-align: right;">3</p> <p>1 INDEX 2 PAGE 3 KASSIE LYNN BOND CARPENTER 4 Examination by Mr. Brian Mitchell4 5 Signature Page35 6 Court Reporter's Certificate37 7 EXHIBITS 8 9 EXHIBIT DESCRIPTION PAGE 10 A Copies of Bank Statements 24 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p style="text-align: right;">5</p> <p>1 give us? 2 A. Yeah. Kassie, K-a-s-s-i-e, Bond, B-o-n-d, at 3 yahoo dot com. 4 Q. Ms. Bond, we're here today and you're here in 5 front of the court reporter and have been sworn in under 6 oath. You understand that, right? 7 A. Yes. 8 Q. Before we came in for the deposition and got on 9 the record today, we met. "We" being you and me and 10 Jackie who's sitting here next to me and Patrick 11 Crane -- 12 A. Uh-huh. 13 Q. -- in our office here to talk about a lawsuit 14 that's been filed against you by Property Advisors 15 Realty. 16 A. Yes. 17 Q. You understand that? 18 A. Yes. 19 Q. And we did have a conversation for about 30 20 minutes about, you know, some of the allegations that 21 have been made in the lawsuit. Is that your 22 understanding as well? 23 A. Yes. 24 Q. Okay. And you are not represented by counsel 25 or an attorney here today?</p>

KASSIE LYNN BOND CARPENTER

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1 A. No, sir.
2 Q. And you have not sought an attorney?
3 A. No, sir.
4 Q. Okay. And we asked you that when we met
5 before?
6 A. Yes, sir.
7 Q. And we actually -- I think Mr. Crane even
8 suggested that that may be something that you want to
9 look into, correct?
10 A. Yes, sir.
11 Q. Ms. Bond, you are aware now, I think, that a
12 civil lawsuit has been filed against you; you understand
13 that?
14 A. Yes.
15 Q. Okay. And that civil suit has been filed
16 against you by Property Advisors Realty, Inc.?
17 A. Yes.
18 Q. And is Property Advisors Realty, Inc. your
19 former employer?
20 A. Yes, sir.
21 Q. Do you recall about what time you began working
22 for them?
23 A. December of 2002.
24 Q. And do you know what your last day was with
25 them?

7

1 A. I was on maternity leave. I guess -- I don't
2 know what my last day was.
3 Q. February of 2012?
4 A. Yes.
5 Q. And what was your position at the time that you
6 left?
7 A. Vice president property management.
8 Q. And what, generally speaking, kind of what was
9 your day-to-day role at Property Advisors?
10 A. I managed the properties that we had. If
11 someone called and needed a roof repaired, I would call
12 the roofer and get someone out there. I did reports for
13 owners about the different activities that went on at
14 the properties.
15 Q. And you understand that the allegations that
16 have been made in this civil suit that we're here
17 talking about today have to do with monies that were
18 stolen from Property Advisors Realty?
19 A. Yes.
20 Q. You understand that?
21 A. Yes.
22 Q. And we talked about that during our meeting
23 before the deposition today?
24 A. Yes.
25 Q. And during that meeting, you told us that, yes,

8

1 you were responsible for at least what you believe to be
2 a majority of the funds that were at least discussed in
3 the petition that you received with the lawsuit,
4 correct?
5 A. Yes.
6 Q. And there may be a couple of items in there
7 that were legitimate for cash purposes --
8 A. Maybe 5 to 10 percent.
9 Q. But otherwise, you do admit that those were
10 monies that you did wrongfully take from --
11 A. Yes.
12 Q. -- Property Advisors?
13 A. Yes.
14 Q. Okay. And I know you've never had your
15 deposition taken before. And she's here typing down
16 what we say. The one thing that makes it easier for her
17 as well as when we're just reading it on paper is if I
18 can ask the whole question --
19 A. Sorry.
20 Q. No, no.
21 A. I did it just now.
22 Q. You're doing fine. But if you can do that and
23 then I'll allow you to give the full answer, and that
24 way it kind of goes back and forth. It's easier to
25 read. Also, you've done a very good job of it. If you

9

1 can give us a verbal response instead of a head shake.
2 It's hard to take that down on paper.
3 A. Yes.
4 Q. And so with respect to the monies that were
5 appropriated from Property Advisors Realty, do you
6 recall about what time that began?
7 A. I think it was '04, '05. I don't think it was
8 in 2003, I really don't; but I could be wrong.
9 Q. And when it started, was it -- how did it
10 start? What type of -- how did it happen?
11 A. I'm trying to remember. Maybe, you know, Jerry
12 would say he needed some cash, and I would go tell
13 Helen; and maybe it was for a different amount than what
14 it should have been. Like maybe he wanted 400, but I
15 told her 500.
16 Q. And so then you would cash the check and take
17 the hundred difference?
18 A. Uh-huh.
19 Q. Okay. And from that point in time, all of
20 the -- did it all arise out of the petty cash account?
21 I mean, is that really where --
22 A. Yes.
23 Q. -- you were getting the money from?
24 A. Yes.
25 Q. Okay. Were there any times that funds were

10	<p>1 taken out of the client -- I'm gonna -- have you read 2 the petition for the lawsuit? 3 A. For the most part. 4 Q. Okay. 5 A. I read most of it. 6 Q. And at least in the petition, it kind of 7 explains that there are accounts that are set up for 8 each of the Property Advisors Realty clients; is that 9 correct? 10 A. Yes. 11 Q. And that's your understanding of how it was set 12 up? 13 A. Yes. 14 Q. And so did you have access to the funds in 15 those particular accounts as well? 16 A. I did not have signing rights on the checks, 17 no, I didn't. But I could always get -- write a check 18 possibly and have it signed or... 19 Q. And those would be for various maintenance 20 items for the properties? 21 A. Yes. 22 Q. Okay. And then those checks were signed and 23 written -- signed by someone else, but ultimately the 24 funds were taken from those accounts? 25 A. Yes.</p>	12	<p>1 Q. And the petty cash was at North Dallas? 2 A. Yes, sir. 3 Q. Okay. Now, with respect to DFW Sales & 4 Service. 5 A. Yes, sir. 6 Q. That was an entity that you set up, correct? 7 A. Yes, sir. 8 Q. And the sole purpose of that entity was to 9 provide another way to send funds from PAR for your 10 personal use? 11 A. No, sir, that -- when I started it out, I 12 really wanted to do something on the side, like maybe my 13 own business or something legitimate so that I would not 14 continuing doing this, because I knew I needed -- I was 15 living beyond my means and I needed money. And I wanted 16 to start some sort of business, do something to make 17 some money. 18 Q. Understood. And so that was your initial 19 reason for setting it up? 20 A. Yes, sir. 21 Q. Okay. But ultimately, it ended up being 22 another account that you were able to divert funds into, 23 correct? 24 A. Yes, sir. 25 Q. Okay. And the way that happened was you would</p>
11	<p>1 Q. Okay. And is that also one of the ways that 2 you could obtain funds from the company was through 3 those particular client accounts? 4 A. Somewhat. But like I explained earlier, some 5 of the -- a lot of it was -- you know, we did 6 maintenance work, and we were billing it back. And 7 maybe not all of them went into the PAR Inwood account; 8 maybe some went to the PAR North Dallas account. 9 Therefore, PAR was never really stealing from the client 10 or taking client money. 11 Q. Right. 12 A. It was legitimate work that was done. 13 Q. Okay. And then -- but then from your 14 standpoint, were there instances where you may have 15 increased -- 16 A. Yes. 17 Q. -- the amount that was actually billed for the 18 legitimate work so that you could take the difference? 19 A. I possibly wouldn't increase it. Maybe just 20 not put as much into the Inwood account that probably 21 should have gone. 22 Q. And the Inwood account was not the petty cash 23 account, that was the actual client account, the PAR 24 client accounts were at Inwood? 25 A. Yes, sir.</p>	13	<p>1 create invoices for maintenance work that had allegedly 2 been done by DFW Sales & Service and then PAR would 3 write checks to DFW Sales & Service? 4 A. Yes, sir, or I would write the checks. 5 Q. Okay. And so you could write those checks? 6 A. Yes, sir. 7 Q. Did you have authority to sign those? 8 A. Some of them I did; some of them I did not. 9 Q. But DFW Sales & Service never actually did any 10 maintenance work? 11 A. No, sir. 12 Q. Now, with respect to the monies that were taken 13 from PAR, what did you do with those? 14 A. They were just spent on just living expenses, 15 you know. Well, they weren't really living expenses 16 because I could have lived with a lot less. They were 17 just spent on maybe going out to eat or buying clothes 18 or buying furniture or something like that. 19 I mean, I always had a car payment. It 20 wasn't that I went out and bought new cars. I always 21 had a car payment. I always, you know, had to pay my 22 credit cards, things like that. 23 Q. The car payment, did you lease or own your car? 24 A. I owned -- I owned it. 25 Q. Okay.</p>

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14

1 A. Yeah.
2 Q. And you currently own a car?
3 A. Well, I don't own it, no. I'm paying on it to
4 the bank.
5 Q. Okay. You own it, but there's a loan to --
6 A. Yes, sir.
7 Q. -- help you pay it off?
8 Do you know who the bank is?
9 A. Wells Fargo.
10 Q. What kind of car is it?
11 A. The one that I own is a GMC Terrain.
12 Q. Now, Ms. Bond, you are currently married,
13 right?
14 A. Yes.
15 Q. And what's your husband's name?
16 A. Eric Carpenter.
17 Q. And how long have y'all been married?
18 A. A year and three or four months.
19 Q. And you told us before that he only recently
20 became aware of why we're here today, the monies that
21 were taken from PAR?
22 A. Yes, sir.
23 Q. Okay. How did he become aware of that?
24 A. He read e-mails on my iPad that I -- that Jerry
25 had sent me. Well, he was just -- the e-mails that he

15

1 read from Jerry, Jerry was asking me what all the work
2 was for. And then the next day, I had sent invoices and
3 things to Helen, and he was like, what. And Helen and I
4 were talking on e-mail back and forth, and he asked me
5 what's going on.
6 Q. And what did you tell him?
7 A. I told him that I screwed some stuff up at work
8 and that I was fired. And he asked me what I screwed
9 up, and I told him, you know -- which I did the cleaning
10 and things like that. And he got pretty upset at me.
11 And he's like, What is this about stolen
12 money? And I was, like, I don't know what they're
13 talking about. And he didn't believe me and so...
14 Q. When was the last time that y'all spoke?
15 A. Oh, I spoke to him today because I'm looking
16 for some place new to live.
17 Q. Where is he living?
18 A. With me.
19 Q. Okay. So y'all aren't currently separated?
20 A. We are. Well, I'm moving to find a place to
21 live. I have to leave.
22 Q. And he asked you to leave?
23 A. Yes.
24 Q. How much, if any of the money that was taken
25 from PAR, is left right now?

16

1 A. The 1,800 I told you about and the additional
2 three -- well, that 300 wasn't taken from PAR. That
3 was -- but that's all the money I have.
4 Q. And are there any other bank accounts other
5 than the Bank of America account and -- for DFW Sales &
6 Service and the JPMorgan Chase account?
7 A. No, sir.
8 Q. And so other than those -- you don't even have
9 a personal checking account right now?
10 A. No, sir.
11 Q. Were any of the funds that were taken from PAR
12 diverted or transferred to another account?
13 A. Just to maybe my Chase account, that was it.
14 And you'll be able to tell because I did look in there
15 and the bank statements, there was never huge amounts
16 transferred that's untraceable or anything like that.
17 Q. Did you ever give any of the money to a friend
18 or a family member?
19 A. I don't -- see, the thing with the commingling
20 of the funds, I don't know if it was my money or that
21 money. I mean, I did loan money.
22 Q. Who did you loan money to?
23 A. I loaned money to my brother.
24 Q. Any idea what the amount you may have loaned
25 him total was?

17

1 A. It was about \$5,000.
2 Q. And when -- when did that happen?
3 A. I think it was in May of 2011, May or June.
4 Q. Has he paid you back that amount?
5 A. That was the money that was in my account at
6 the Chase, the 750 I told you about and that I had 300
7 and something left, that was one of the payments.
8 Q. So he's paying it off?
9 A. Uh-huh.
10 Q. How much does he owe you right now?
11 A. About \$1,000.
12 Q. So he's paid back about 4,000?
13 A. Uh-huh.
14 Q. Any other gifts to anyone that you may have
15 provided either in cash or that you may have purchased
16 with some of the PAR funds?
17 A. Not that I -- I mean, gifts like maybe \$200
18 gifts -- I don't -- I don't know since it was
19 commingled, I don't know if it's my money or if it's PAR
20 money.
21 Q. Understood.
22 A. You know what I mean?
23 Q. As you sit here today, can you think of any --
24 I think I even said this when we were meeting, "big
25 ticket items," but anything that may have cost over

18

1 \$1,000?

2 A. Furniture. I bought furniture.

3 Q. For your home?

4 A. Uh-huh.

5 Q. And is it still at your house?

6 A. Some of it.

7 Q. What type of furniture?

8 A. I have a couch, like Haverty's furniture,

9 decorative items.

10 Q. About what time period did you buy the

11 furniture?

12 A. I bought a couch in December. I bought some

13 other items in August or September.

14 Q. And this is in 2011?

15 A. Yes. And the reason I remember is because I

16 looked through the bank statements and saw the dates and

17 when I did it.

18 Q. Any other, for lack of a better term, big

19 ticket items that you can think of? And by that I mean,

20 anything maybe, you know, over \$500.

21 A. Well, I saw a charge on there for 800. That

22 was to have a ring repaired. I think it was -- it

23 wasn't even to buy it; it was to have it repaired. I

24 think it was seven or 800 on there.

25 Q. What ring was that?

19

1 A. It was my wedding ring because I had to have it

2 enlarged and then they had to take it apart.

3 Q. And that's in the Bank of America accounts?

4 A. Yes, sir.

5 Q. Or account statements?

6 A. Yes, sir. And when some of that would go to my

7 Chase account, I can't say what was Chase and what was

8 my paycheck.

9 Q. What was your annual salary in 2011?

10 A. \$47,000.

11 Q. And was your salary direct deposited into

12 your --

13 A. Yes.

14 Q. -- Chase account?

15 A. Yes.

16 Q. For instance, I'm looking at the bank

17 statements that you provided to us, you know. On

18 October 28, there's a charge for \$950 to PayPal. Any

19 idea what that one may have been?

20 A. I bought a purse. I believe that's what it is.

21 Q. Do you recall what kind of purse it was?

22 A. A brown leather Gucci purse, which I still have

23 and I'm more than willing to -- I don't know if it's any

24 value of anything.

25 Q. Any other items kind of like that that you

20

1 recall purchasing?

2 A. Maybe -- can you look through there and --

3 Q. Sure.

4 A. -- try to ask me because I don't remember.

5 Q. Let's see. There's a \$4,000 charge to

6 Lewisville -- it just says Lewisville IMP, I-M-P, on

7 September the 12th.

8 A. I put that down on a car.

9 Q. A car?

10 A. Uh-huh.

11 Q. And that's the GMC?

12 A. No. That's a Honda Pilot. That's -- that's

13 actually my husband's name, that car is, but I drive it.

14 So that's not the car that I own. I own the GMC.

15 Q. Let's see. The \$817.29 charge on

16 September 15th, it says Golden Carat Jewelers.

17 A. That's to get my ring fixed.

18 Q. Okay, perfect.

19 A. Yes.

20 Q. Then 595 to Haverty's is some of the furniture

21 you were talking about?

22 A. Yes. That was a brown -- I don't -- that was a

23 brown chair.

24 Q. And then \$903 to Simply Baby Furniture?

25 A. Yes.

21

1 Q. I assume that was for your daughter?

2 A. Uh-huh.

3 Q. September 28th there's a \$671 charge to

4 Travelocity for a hotel reservation.

5 A. Uh-huh. That's when I went to Las Vegas.

6 Q. And then 483 at the Venetian Show Room?

7 A. Yes, sir.

8 Q. That was in Vegas?

9 A. Yes, sir.

10 Q. Did you go to Vegas by yourself or with someone

11 else?

12 A. My mom was there and my niece was there and my

13 husband was there.

14 Q. Did you gamble at all while you were there?

15 A. Yes, sir.

16 Q. Okay. Out of the -- did you withdraw funds out

17 of the checking account?

18 A. Well, not really, because when I got to the

19 airport, I won \$2,700 when I got there, and I used a lot

20 of that to gamble with.

21 Q. Okay. Do you go to Vegas very often?

22 A. I mean, I went the year I got married in

23 October and then at New Years Eve of that year; but I

24 don't go weekly or anything like that.

25 Q. Do you do any other gambling, whether it be

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1 online --

2 A. No.

3 Q. -- or Shreveport or --

4 A. Not really. I mean, just like the average

5 person who might go down to wherever and play the slot

6 machines for maybe two, \$300.

7 Q. Like Winstar or something like that?

8 A. Yeah. I don't go on a regular basis, no.

9 Q. Were there ever any times that you may have

10 gone that there was a substantial loss of any kind?

11 A. No, sir. Can I ask a question without it being

12 written down? Am I allowed to do that or --

13 Q. Sure. You want to go off the record for a

14 second, sure.

15 (Discussion off the record.)

16 Q. (BY MR. MITCHELL) We just went off the record,

17 Ms. Bond, and we just had a very brief conversation.

18 And you were asking, you know, whether or not you

19 thought I thought you were doing the right thing by

20 being here today; is that right?

21 A. Yes, sir.

22 Q. And I told you that we couldn't make you be

23 here and that we're just here to try and find out what

24 happened with the money and that really that's the whole

25 goal and that's the whole purpose of us being here

23

1 today; is that right?

2 A. Yes, sir.

3 Q. Okay. And you told us before that your husband

4 didn't have anything to do with --

5 A. No, sir.

6 Q. -- any of this?

7 A. No, sir.

8 Q. Does he even know the full extent of what may

9 have happened over time?

10 A. No, sir. Especially since we haven't been

11 married that long, he had no idea about any of it

12 beforehand.

13 Q. We talked when we met before, you mentioned

14 that the two bank accounts that have now been garnished

15 were the only two accounts that you had?

16 A. Yes, sir.

17 Q. One was your personal checking account and one

18 was the DFW Sales & Service account?

19 A. Yes, sir.

20 Q. And so we -- you asked us about the potential

21 of opening a new checking account so that you could at

22 least live?

23 A. Function, yes, sir.

24 Q. Okay. And you do have a six-week-old daughter,

25 correct?

24

1 A. Yes, sir.

2 Q. Okay. And so you had offered that to the

3 extent you did set up a new account, you would provide

4 complete access to the account so that any payments or

5 transfers or withdrawals or deposits could be tracked at

6 any time?

7 A. Absolutely. I'll do anything -- I will be

8 forthright with anything. I want to be complete

9 transparency just with what you guys need.

10 Q. And then you also brought with you today some

11 bank records from your Bank of America account?

12 A. Yes, sir.

13 Q. Let's go ahead and just mark that as Exhibit A.

14 (Exhibit A marked.)

15 Q. (BY MR. MITCHELL) And the bank records that I've

16 handed you that have been marked Exhibit A, are those

17 the bank records that you've provided?

18 A. Yes, sir.

19 Q. And you said that that was all you could get

20 because your printer ran out of ink this morning?

21 A. It did in -- when was it? In mid May.

22 Q. Okay. So they --

23 A. I think it was mid May.

24 Q. So the records that are Exhibit A go back to

25 mid May?

25

1 A. Yes, sir.

2 Q. But you have access to additional records?

3 A. Yes, sir. That wasn't -- that bank account was

4 not open until February of 2011, so I'm only missing

5 April, March, February.

6 Q. With respect to the JPMorgan Chase account,

7 have you -- have you accessed it online in the last week

8 or so since the lawsuit?

9 A. Well, yeah. That's my bank account. And I got

10 a text last night that I'm \$417,000 in the whole there.

11 I think that's how much it was. I don't remember

12 exactly.

13 Q. Have you talked to anybody at the bank about

14 that?

15 A. No, sir. I didn't know what to do.

16 Q. And it's your understanding that there really

17 was only about \$300 in the account?

18 A. Yes, sir.

19 Q. And is it -- so it would be possible for you to

20 also get the account records for the Chase bank account

21 as well?

22 A. Yes, sir. I will be more than willing to, when

23 I get home this afternoon, download them and attach them

24 in an e-mail and send them to you.

25 Q. Sure. That would be very helpful. Thank you.

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1 And you told us before when we were talking, you know,
2 kinda the way this all started, it started small, just a
3 little bit here and there, and I think the word you used
4 to describe it was it just "snow balled" to the point
5 where you felt like you couldn't stop?
6 A. Yes, sir. I was in over my head.
7 Q. And the funds were being used, again, for just
8 personal items and your lifestyle?
9 A. Yes, sir.
10 Q. The name Sara Braxton that, I think, has been
11 used even in the style of the lawsuit that has been
12 filed, that's just a name that you made up, correct?
13 A. Just right there on the fly.
14 Q. And that's the name that's been associated with
15 DFW Sales & Service?
16 A. No, sir. I just made it up right then when I
17 was asked about it. I never made up like an identity or
18 anything like that. I just threw it out there when I
19 was asked about it right then.
20 Q. And when you say when you were asked about it,
21 is that when you met with --
22 A. Jerry.
23 Q. Okay.
24 A. And he asked who's in charge over there and I
25 just made up a name.

27

1 Q. And so you -- describe for me kinda how
2 everything, you know, came to be over at PAR and the
3 conversation that you may have had with Jerry -- and
4 Jerry is Jerry Reis, correct?
5 A. Yes, sir.
6 Q. R-e-i-s?
7 A. Yes, sir.
8 Q. Did they -- I think you mentioned before that
9 Helen may have contacted you and said that there were
10 some issues?
11 A. I talked to her the day prior to meeting with
12 Jerry.
13 Q. Okay. And what did Helen tell you when y'all
14 talked?
15 A. Well, just that -- well, Jerry had sent -- the
16 Monday that I spoke to Helen, I received an e-mail from
17 Jerry asking me who DFW Sales was. Then later that day,
18 I spoke with Helen, and she's like, you know, things
19 aren't good over here.
20 I said, "Am I gonna be fired?" Because
21 she told me about a lot of issues. She's like, "Well, I
22 would be prepared for it. Bring your keys, your credit
23 card, things like that."
24 Q. At that point in time, you weren't sure whether
25 it was because of the monies that were being taken or

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1 whether it was some other legitimate business issue?
2 A. I thought -- I thought it was a combination. I
3 thought I was under suspicion the same time I was gone
4 on maternity leave and that since they were losing
5 business through something -- I didn't do that, but that
6 it would make the most sense.
7 Q. And so ultimately, you went to the office and
8 spoke with Jerry?
9 A. Yes, sir.
10 Q. Okay. And he, for lack of a better term,
11 confronted you about the monies that were being stolen?
12 A. He did not suggest to me when I was there with
13 him that I did it. He asked me what had happened, who
14 is it and what's going on.
15 Q. And what was your response to him?
16 A. That's when I said that name and said, you
17 know, I'm pretty sure that there was work done out
18 there.
19 Q. So you didn't admit it at that point in time?
20 A. No, sir.
21 Q. And the name was the Sara Braxton name?
22 A. Yes, sir.
23 Q. Then they, being PAR, put you on -- they put
24 you on paid leave?
25 A. Yes, sir.

29

1 Q. Okay. But I think you explained to us before
2 that the day before that meeting, you had actually filed
3 for unemployment?
4 A. Yes, sir. Because of the conversation I had
5 with Helen, I thought I was going in to be fired since I
6 was bringing keys, credit card. I had no idea about the
7 leave part.
8 Q. And who is Helen?
9 A. Helen's the accountant there.
10 Q. Did anybody else know about this other than
11 you?
12 A. No, sir. No.
13 Q. And by "this," the monies that were being taken
14 from PAR?
15 A. No, sir.
16 Q. You never confided in anybody over time?
17 A. Too ashamed of myself. Everybody thought I was
18 the one who was doing good and I was the one who had it
19 together.
20 Q. One of the other things that we talked about
21 very briefly during our meeting today was the
22 possibility of taking a polygraph test.
23 A. Yes, sir.
24 Q. Do you remember that?
25 A. Yes, sir.

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1 Q. And during the meeting, you said that you would
2 have no problem doing that?
3 A. Absolutely. I'll take whatever you need me to
4 do.
5 Q. The -- one of the other issues -- I think we
6 talked about the fact that there may have been a portion
7 of the funds -- you maybe even said 10, 15 percent --
8 that were legitimate that there were at least mentioned
9 so far in the lawsuit.
10 You also mentioned that the conviction in
11 Denton County was not for embezzlement but was for
12 writing a bad check?
13 A. Yes, sir.
14 Q. Was it just one bad check?
15 A. Yes, sir.
16 Q. Okay. And what was it for?
17 A. I have no idea. I think it happened in maybe
18 1999. I can't remember. And looking back on it now,
19 it's pretty stupid that I took a conviction for one bad
20 check when, you know, I could have done probation or
21 something like that.
22 Q. Are there any other charges or convictions that
23 in any other county that you've had?
24 A. In Fort Worth I did get charged with writing a
25 bad check there in Tarrant County.

31

1 Q. And what happened with that?
2 A. I just did whatever I was suppose to do. This
3 was back in like '97, '98. I did whatever I was suppose
4 to do and I just -- I guess it just went away. I just
5 did what I needed to do for that.
6 Q. What did -- did you have to pay something?
7 A. I did and probation, I think, yeah. I don't
8 think it was -- and I didn't explain this one at
9 Property Advisors. Essentially, it was kinda like I was
10 leading a double life. Like I had this going on at the
11 same time when everybody thought I had my act together.
12 Q. Were there any charges or convictions in Dallas
13 County?
14 A. There was a charge in Dallas County.
15 Q. When was that one? Do you remember?
16 A. 2000 or -- 2000, I think, or 2001.
17 Q. And what was that for?
18 A. They charged me with theft.
19 Q. What were the circumstances?
20 A. I worked at an apartment and they said I took a
21 money order for a certain amount. I don't remember the
22 amount. And I -- if I recall correctly, I went and did
23 the probation and did what I was suppose to do, and that
24 was it.
25 Q. In that particular case, did you actually take

32

1 the money order?
2 A. Yes, sir.
3 Q. And you did probation?
4 A. Yes, sir.
5 Q. Do you recall how long?
6 A. Five years.
7 Q. What were the -- what was required of you
8 during the probation period?
9 A. I had to go meet with a probation officer every
10 month and I had to do community service, and that was
11 it. I believe that was -- and pay back the money and
12 pay court costs.
13 Q. Do you recall how much that was?
14 A. No. I assume it was the 1,500 and then
15 whatever the monthly court cost is.
16 Q. And so that was even going on while you were
17 employed at PAR?
18 A. Just the probation, yes.
19 Q. And did you disclose any of these convictions
20 to PAR when you were applying for employment?
21 A. No, sir. But I believe they do run a
22 background check on you. I -- pretty much their
23 application says they're gonna run a background check on
24 you.
25 Q. Any other convictions other than the three --

33

1 A. No, sir.
2 Q. -- we've talked about?
3 A. Huh-uh. And if you look at the one from
4 Dallas, I believe it says dismissed. So I don't know if
5 that's -- I don't know if it matters if it's a
6 conviction or -- I was just trying to be forthcoming.
7 Q. Understood.
8 MR. MITCHELL: Can we go off the record
9 for one second?
10 (Brief recess taken.)
11 MR. MITCHELL: We're back on the record.
12 Q. (BY MR. MITCHELL) And, Ms. Bond, are there any
13 other corrections, as you sit here today -- I know you
14 don't have the petition in front of you. But are there
15 any other allegations that have been made in the
16 petition that you disagree with or you think are not
17 accurate?
18 A. That it said I deliberately tried to damage PAR
19 financially and maliciously and that's not true. I just
20 got in over my head. I didn't try to -- I didn't want
21 to hurt anybody on purpose.
22 Q. You understood that the ultimate result of what
23 you were gonna do was obviously gonna have financial
24 ramifications for PAR?
25 A. I didn't because it went on so long, I didn't

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1 see the whole financial picture. I just saw it as, you
 2 know, this week 200 -- you know, \$200 or -- I didn't see
 3 the broad scope of what I had done.
 4 Q. Okay. So you understood, obviously, that you
 5 were taking the money from them; you just didn't
 6 understand the full extent, at least at that time, of
 7 what the result may have been?
 8 A. Yes, sir.
 9 Q. And as you sit here today, you don't have any
 10 idea how much total money you may have taken over time?
 11 A. No, sir.
 12 Q. Is there anything else that you'd like to tell
 13 us that we haven't already talked about as we're sitting
 14 here?
 15 A. Just that no one else had anything to do with
 16 this. I mean, I was trusted, and I was in a position to
 17 handle things, and I just didn't do what I was suppose
 18 to do. No one -- I mean, no one else is to blame for
 19 this but me.
 20 Q. Okay. Well, we really do thank you for your
 21 time.
 22 MR. MITCHELL: Off the record.
 23 (Proceedings concluded at 12:22 p.m.)
 24
 25

35

CHANGES AND SIGNATURE		
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36

1 I, KASSIE LYNN BOND CARPENTER, have read the
 2 foregoing deposition and hereby affix my signature that
 3 same is true and correct, except as noted above.
 4
 5 _____
 6 KASSIE LYNN BOND CARPENTER
 7
 8 THE STATE OF _____)
 9 COUNTY OF _____)
 10
 11 Before me, _____, on this day
 12 personally appeared KASSIE LYNN BOND CARPENTER, known to
 13 me or proved to me on the oath of _____ or
 14 through _____ (description of
 15 identity card or other document) to be the person whose
 16 name is subscribed to the foregoing instrument and
 17 acknowledged to me that he/she executed the same for the
 18 purpose and consideration therein expressed.
 19 Given under my hand and seal of office on this ____
 20 day of _____, _____.
 21
 22 _____
 23 NOTARY PUBLIC IN AND FOR
 24 THE STATE OF _____
 25 My Commission Expires: _____

37

1 CAUSE NO. 12-02344
 2 PROPERTY ADVISORS REALTY,) IN THE DISTRICT COURT
 3 INC.)
 4 vs.) DALLAS COUNTY, TEXAS
 5 KASSIE LYNN BOND CARPENTER)
 6 A/K/A SARA BRAXTON) 192ND JUDICIAL DISTRICT
 7
 8 REPORTER'S CERTIFICATE
 9 ORAL DEPOSITION OF KASSIE LYNN BOND CARPENTER
 10 MARCH 7, 2012
 11 I, Sandy A. Tref, Certified Shorthand Reporter in
 12 and for the State of Texas, hereby certify to the
 13 following:
 14 That the witness, KASSIE LYNN BOND CARPENTER, was
 15 duly sworn and that the transcript of the deposition is
 16 a true record of the testimony given by the witness;
 17 That the deposition transcript was duly submitted on
 18 _____ to the witness or to the attorney for
 19 the witness for examination, signature, and return to me
 20 by _____.
 21 That pursuant to information given to the deposition
 22 officer at the time said testimony was taken, the
 23 following includes all parties of record and the amount
 24 of time used by each party at the time of the
 25 deposition:

KASSIE LYNN BOND CARPENTER

38

1 Brian Mitchell (0h36m)
2 Attorney for Plaintiff

3 That a copy of this certificate was served on all
4 parties shown herein on _____ and filed
5 with the Clerk.

6 I further certify that I am neither counsel for,
7 related to, nor employed by any of the parties in the
8 action in which this proceeding was taken, and further
9 that I am not financially or otherwise interested in the
10 outcome of this action.

11 Further certification requirements pursuant to
12 Rule 203 of the Texas Code of Civil Procedure will be
13 complied with after they have occurred.

14 Certified to by me on this 10th day of March, 2012.
15
16

17 _____
18 Sandy A. Trefl, CSR, RPR
19 Texas CSR No. 4777 Exp. 12/31/13
20 Mississippi CSR No. 1705
21 Washington CSR No. 3212
22 Oklahoma CSR No. 1953
23 Louisiana CSR No. 2011009
24 HG LITIGATION SERVICES
25 Firm Registration No. 69
2501 Oak Lawn Avenue
Suite 600
Dallas, Texas 75219
1-888-656-DEPO

39

1 FURTHER CERTIFICATION UNDER TRCP RULE 203
2

3 The original deposition was/was not returned to the
4 deposition officer on _____.

5 If returned, the attached Changes and Signature
6 page(s) contain(s) any changes and the reasons therefor.

7 If returned, the original deposition was delivered
8 to Mr. Brian Mitchell, Custodial Attorney.

9 \$_____ is the deposition officer's charges to the
10 Plaintiff for preparing the original deposition and any
11 copies of exhibits;

12 The deposition was delivered in accordance with Rule
13 203.3, and a copy of this certificate, served on all
14 parties shown herein, was filed with the Clerk.

15 Certified to by me on this 10th day of March, 2012.
16
17

18 _____
19 Sandy A. Trefl, CSR, RPR
20 Texas CSR No. 4777 Exp. 12/31/13
21 Mississippi CSR No. 1705
22 Washington CSR No. 3212
23 Oklahoma CSR No. 1953
24 Louisiana CSR No. 2011009
25 HG LITIGATION SERVICES
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Suite 600
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1-888-656-DEPO

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EXHIBIT E

CAUSE NO. 12-02344

PROPERTY ADVISERS REALTY, INC.,

Plaintiff,

v.

KASSIE LYNN BOND CARPENTER,
a/k/a SARA BRAXTON,

Defendant.

§
§
§
§
§
§
§
§
§
§

IN THE DISTRICT COURT

192nd JUDICIAL DISTRICT

DALLAS COUNTY, TEXAS

AFFIDAVIT OF BRIAN C. MITCHELL
REGARDING ATTORNEYS' FEES

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Brian C. Mitchell known to me to be the person whose name appears below, who upon being duly sworn, deposes and states the following:

1. "I am over eighteen (18) years of age, I have never been convicted of a felony, and I am fully competent to make this affidavit. I have personal knowledge of the matters stated herein and that they are true and correct.
2. "I am an attorney at Bracewell & Giuliani, LLP, with offices at 1445 Ross Avenue, Dallas, Texas 75202. I am duly licensed to practice law in the State of Texas, having been admitted to the State Bar of Texas in 2004, and I am currently a member in good standing thereof.
3. "I am an attorney for Property Advisers Realty, Inc. ("Plaintiff"), in Cause No. 12-02344; *Property Advisers Realty, Inc. v. Kassie Lynn Bond Carpenter, a/k/a Sara Braxton* ("Defendant"), now pending in the 192nd Judicial District Court of Dallas County, Texas (the "Lawsuit").
4. "I was licensed to practice law in the State of Texas in 2004, and I have practiced law in the State of Texas since that time. Additionally, I am generally familiar with the customary charges for various types of legal representation in Dallas County, having practiced in Dallas County on numerous occasions.



5. "I have engaged in trial practice in state courts and have substantial experience in, among other things, contract and general state and district court litigation and, more specifically, litigation to recover wrongfully acquired funds similar to those in this case.

6. "I am of the opinion that the research undertaken, the pleadings prepared and filed, the conferences conducted, and all actions taken on behalf of Plaintiff in connection with the Lawsuit were reasonably necessary and appropriate in order to properly handle this matter on behalf of Plaintiff.

7. "I am of the opinion that the total of such fees are reasonable and were necessarily incurred, and are also reasonable in relation to the costs of similar professional services performed at similar levels of competence by attorneys of similar experience in Texas.

8. "In determining the reasonableness of the attorneys' fees and costs billed to Plaintiff in the Lawsuit, I considered the factors set forth in the Disciplinary Rules and Ethical Considerations (the "Rules"). According to the Rules, the factors to be considered by a district court in making an award of attorneys' fees include: (1) the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly; (2) the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer; (3) the fee customarily charged in the locality for similar legal services; (4) the amount involved and the results obtained; (5) the time limitations imposed by the client or by the circumstances; (6) the nature and length of the professional relationship with the client; (7) the experience, reputation, and ability of the lawyer or lawyers performing the services; and (8) whether the fee is fixed or contingent on results obtained or uncertainty of collection before the legal services have been rendered.

9. "I am of the opinion that, considering all above-listed factors, the fees charged to Plaintiff and set forth herein are reasonable. Additionally, the amounts charged to Plaintiff for the legal services rendered were reasonable at the time and place such services were provided.

10. "I am of the opinion that reasonable attorney's fees generated by Bracewell & Giuliani LLP in connection with the Lawsuit and related proceedings, which are recoverable Chapter 134 of the Texas Civil Practice and Remedies Code, total \$15,947.00. Moreover, these fees include the preparation of Plaintiff's Motion for Default Judgment and the filing and presentation of same.

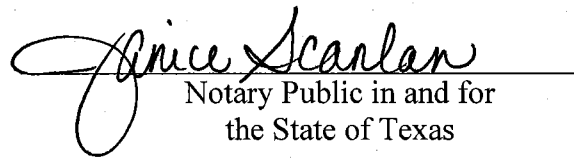
11. "In my opinion, a reasonable and necessary attorneys' fee for responding to an appeal in a matter such as this to the Texas Court of Appeals would be \$15,000.00. In my opinion, a reasonable and necessary attorneys' fee for responding to an Application for Writ of Error would be \$15,000.00. In my opinion, a reasonable and necessary attorneys' fee, if a Writ of Error is granted, for responding to an appeal to the Supreme Court of Texas would be \$15,000.00."

FURTHER, AFFIANT SAITH NOT.



Brian C. Mitchell

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned notary public, by the aforesaid Brian C. Mitchell, on this the 4th day of August, 2012, to certify which witness my hand and seal of office.



Notary Public in and for
the State of Texas

My Commission Expires:
1/22/14

Janice Scanlan

Typed or Printed Name of Notary



EXHIBIT F

CAUSE NO. 12-02344

PROPERTY ADVISERS REALTY, INC.,

Plaintiff,

v.

KASSIE LYNN BOND CARPENTER,
a/k/a SARA BRAXTON,

Defendant.

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IN THE DISTRICT COURT

192nd JUDICIAL DISTRICT

DALLAS COUNTY, TEXAS

CERTIFICATE OF DEFENDANT'S LAST KNOWN MAILING ADDRESS

PROPERTY ADVISERS REALTY, INC., Plaintiff in the above-entitled and numbered cause, certifies to the Clerk of said Court that the last known mailing address of Defendant Kassie Lynn Bond Carpenter, a/k/a Sara Braxton, is as follows:

Kassie Lynn Bond Carpenter, a/k/a Sara Braxton,
301 S. MacArthur, Coppell, Texas 75019.

Date: August 10, 2012.

EXHIBIT
F

Respectfully submitted,

BRACEWELL & GIULIANI LLP

By: /s/ Brian C. Mitchell

Patrick K. Crane
State Bar No. 24001940
Brian C. Mitchell
State Bar No. 24046452

1445 Ross Avenue Suite 3800
Dallas, TX 75202-2711
Telephone: (214) 468-3800
Facsimile: (214) 468-3888
patrick.crane@bgllp.com
brian.mitchell@bgllp.com

ATTORNEYS FOR PROPERTY ADVISERS
REALTY, INC.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document has been served via certified mail, return receipt requested, on the 10th day of August, 2012, to the following:

Kassie Carpenter
301 S. MacArthur
Coppell, Texas 75019

/s/ Brian C. Mitchell

Brian C. Mitchell

EXHIBIT G

CAUSE NO. 12-02344

PROPERTY ADVISERS REALTY, INC.,

Plaintiff,

v.

KASSIE LYNN BOND CARPENTER,
a/k/a SARA BRAXTON,

Defendant.

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IN THE DISTRICT COURT

192nd JUDICIAL DISTRICT

DALLAS COUNTY, TEXAS

PLAINTIFF'S SOLDIERS & SAILORS AFFIDAVIT

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared BRIAN C. MITCHELL, a person whose identity is known to me. After I administered an oath to him, upon his oath, he said:

1. "My name is Brian C. Mitchell. I am over eighteen (18) years of age, I have never been convicted of a felony or crime of moral turpitude, I am of sound mind, and I am otherwise competent to make this affidavit. I have personal knowledge of the matters stated herein and that they are true and correct."
2. "I am an attorney for Plaintiff Property Advisers Realty, Inc. in this matter, and I have investigated Defendant Kassie Lynn Bond Carpenter, a/k/a Sara Braxton and whether Defendant is currently in the military. As part of my investigation I requested a Servicemembers Civil Relief Act Centralized Verification (the "Verification") which indicates that Defendant is currently not in the military. See Verification, a true and correct copy of which is attached hereto as Exhibit "G-1." Accordingly, I have personal knowledge of the statements contained herein and the facts stated herein are true and correct."
3. "Defendant Kassie Lynn Bond Carpenter, a/k/a Sara Braxton is not currently in the military."

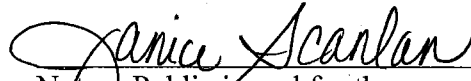


FURTHER, AFFIANT SAITH NOT.



Brian C. Mitchell

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned notary public, by the aforesaid Brian C. Mitchell, on this the 6th day of ~~July~~ ^{August}, 2012, to certify which witness my hand and seal of office.


Notary Public in and for the
State of Texas

My Commission Expires:

1/22/2014



Scanlan, Janice

From: Support@ServicemembersCivilReliefAct.com
Sent: Thursday, July 19, 2012 7:05 PM
To: Scanlan, Janice
Subject: Search Results - Servicemembers Civil Relief Act Centralized Verification Service



Name	Customer	Case	Tracking Number
CARPENTER, KASSIE L.	PAR	69158.000006	201207196895

Based upon the information you supplied to us and our further research, as of 07/19/2012 (“Active Duty Status Date”), we report that there is no information in the Department of Defense Manpower Data Center (“DMDC”) that indicates that the individual is in Active Duty Status.

Upon searching the data banks of the Department of Defense Manpower Data Center, based upon the information that you provided, the above is the status of the individual (“Subject”) on the Active Duty Status Date, as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for active duty.

Servicemembers Civil Relief Act Centralized Verification Service, a division of D.C. Registered Agent, Inc.

By: **Roy L. Kaufmann**
Roy L. Kaufmann, Authorized Signatory
Date: 07/19/2012
For support: Support@ServicemembersCivilReliefAct.com

This report is based upon information that you have provided. Providing an erroneous name, social security number, date of birth or other information may cause an erroneous report to be provided. If you obtain further information about the person you may resubmit your request and we will provide new status report for that query. This response reflects status as of Active Duty Status Date only. For historical information, please resubmit your inquiry with a different Active Duty Status Date or contact the individual Military Service SCRA points-of-contact: <https://www.ServicemembersCivilReliefAct.com/live/link/points-of-contact.php>. If you have evidence that the individual is/was on active duty as of the Active Duty Status Date and you fail to obtain this additional information, punitive provisions of the SCRA may be invoked against you. See 50 USC Section 521(c).

The Servicemembers Civil Relief Act Centralized Verification Service processes SCRA verifications through the Defense Manpower Data Center (DMDC) which is an organization of the United States Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military care and other eligibility systems.

This response reflects the following information: (1) the Active Duty status as of the Active Duty Status Date, (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date, and (3) Whether the individual or his/her unit received early notification to report for active duty on the Date of Interest. Records do not predate September 30, 1985.

More information on Active Duty Status :

Active duty status as reported in this report is defined in accordance with 10 USC Section 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC Section 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrators (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Coverage Under the SCRA is broader in Some Cases.



Coverage under SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this report.

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of SCRA extend beyond the last dates of active duty.

Those who could rely on this report are urged to seek qualified legal counsel to ensure that all rights guaranteed to Servicemembers under the SCRA are protected.

The information provided does not constitute a Consumer Report, as defined by the federal Fair Credit Reporting Act, 15 U.S.C. Section 1681 et seq. and may not be used to determine eligibility for credit, insurance, employment, or used for any other purpose governed by the FCRA.

Servicemembers Civil Relief Act Centralized Verification Service
For support: Support@ServicemembersCivilReliefAct.com

CAUSE NO. 12-02344

PROPERTY ADVISERS REALTY, INC., Plaintiff, v. KASSIE LYNN BOND CARPENTER, a/k/a SARA BRAXTON, Defendant.	§ § § § § § § § § §	IN THE DISTRICT COURT 192nd JUDICIAL DISTRICT DALLAS COUNTY, TEXAS
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DEFAULT JUDGMENT

On this date, came on to be heard the above-entitled and numbered cause wherein Property Advisers Realty, Inc.. ("Plaintiff"), is the Plaintiff and Kassie Lynn Bond Carpenter ("Defendant") is the Defendant. Defendant, although having been duly and legally cited to appear and answer, failed to appear and answer, and wholly made default.

Citation was served upon Defendant according to law on **March 5, 2012**, and thereafter returned to the Clerk of the Court on **March 7, 2012** where it remained on file for the time required by law. The Court has read the pleadings and the papers on file, and is of the opinion that the allegations of Plaintiff's Original Petition and Verified Application for Temporary Restraining Order, Temporary Injunction, and Permanent Injunction have been, by default, admitted by Defendant and, upon good and sufficient evidence presented to the Court, finds that Defendant is indebted to Plaintiff, and therefore makes the following orders:

IT IS THEREFORE, ORDERED, ADJUDGED, AND DECREED that the material allegations of Plaintiff's Original Petition and Verified Application for Temporary Restraining Order, Temporary Injunction, and Permanent Injunction be and the same hereby are deemed admitted as to Defendant; and it is, further,

ORDERED, ADJUDGED, AND DECREED, that Defendant pay to Plaintiff the sum of \$652,454.24 in actual damages plus pre-judgment interest at the rate of 5% per annum through the date Default Judgment is signed, and it is further,

ORDERED, ADJUDGED, AND DECREED, that Plaintiff recover its reasonable attorneys' fees and costs from Defendant in the amount of \$15,947.00 and, if need be, further attorneys' fees incurred in responding to an appeal to the Texas Court of Appeals in the amount of \$15,000.00, further attorneys' fees incurred in responding to an Application for Writ of Error in the amount of \$15,000.00, and, if a Writ of Error is granted, further attorneys' fees incurred in responding to an appeal to the Supreme Court of Texas in the amount of \$15,000.00; and it is further,

ORDERED, ADJUDGED, AND DECREED, that post-judgment interest accrue at the rate of 5% per annum; and it is, further,

ORDERED, ADJUDGED, AND DECREED, that all of Plaintiff's costs shall be taxed to Defendant;

Plaintiff is allowed such writs and processes as may be necessary in the enforcement and collection of this judgment.

This is a final judgment.

SIGNED this ____ day of _____, 2012.

JUDGE PRESIDING