

NO. 2019-001047-2

DAISHA CHILDRESS,	§	IN THE COUNTY COURT
	§	
PLAINTIFF,	§	
	§	
VS.	§	
	§	AT LAW NO. 2
CHAD EDWARD SNYDER, JENNIFER	§	
SUZANNE SNYDER, AND LEGACY	§	
BOXER RESCUE, INC.	§	
	§	
DEFENDANTS.	§	TARRANT COUNTY, TEXAS

DEFENDANTS' ORIGINAL ANSWER AND COUNTERCLAIM

COME NOW, DEFENDANTS LEGACY BOXER RESCUE, INC. (“LBR”) and CHAD EDWARD SNYDER and JENNIFER SUZANNE SNYDER (together the “Snyders”) and file this, their Original Answer and Counterclaim to the Plaintiff’s Second Amended Petition (“Petition”).

1. JURISDICTION

1.1. Defendants deny that plaintiff has invoked the court’s jurisdiction for declaratory judgment because plaintiff has not joined all indispensable and necessary parties as required by the Texas Uniform Declaratory Judgment Act (“TUDJA”). TEX. CIV. PRAC. & REM. CODE §37.006(b).

1.2. Defendants further deny that the court has jurisdiction because this is, in all candor, simply a conversion claim. Plaintiff contends that the City of Glen Rose Animal Shelter and the Hood County Animal Control Shelter committed conversion by giving her dog to Legacy Boxer Rescue. The City of Glen Rose and Hood County have not been joined as parties and are immune from suit. As such, this court lacks jurisdiction to render judgment against the City of Glen Rose and Hood County.

2. GENERAL DENIAL

2.1. Defendants deny generally the material allegations contained in Plaintiff's Second Amended Petition and inasmuch as said allegations are questions of fact, defendants demand strict proof thereof by a preponderance of the evidence if plaintiff can do so.

3. VERIFIED DENIAL

3.1. Defendants deny that plaintiff has joined all necessary parties as required by the TUDJA. Plaintiff seeks to nullify the rights of municipalities to transfer title and ownership of a dog under the municipalities' ordinances. Section 37.006(b) of the TUDJA states that such municipalities are necessary parties.

3.2. Absent joinder of all necessary and indispensable parties, plaintiff is not entitled to declaratory judgment.

4. SPECIAL EXCEPTIONS

4.1. The purpose of special exceptions under Texas Rule of Civil Procedure 91 is to inform an opposing party of defects in its pleadings and to provide it an opportunity to cure the defects by amendment when possible. *Horizon/CMS Healthcare Corp. v. Auld*, 34 S.W.3d 887, 897 (Tex. 2000). Special exceptions must specifically identify the particular part or parts of the pleadings being challenged and point out the particular defect, omission, obscurity, duplicity, generality, or other insufficiency. Tex. R. Civ. P. 91; *Muecke v. Hallstead*, 25 S.W.3d 221, 224 (Tex. App.—San Antonio 2000, no pet.); *Gutierrez v. Karl Perry Enters*, 874 S.W.2d 103, 105 (Tex. App.—El Paso 1994, no writ).

4.2. Defendants would show that this case should not be controlled by Level 3 discovery as plaintiff has failed to affirmatively plead that the case is not governed by the expedited actions process. TEX. R. CIV. P. 169. In the absence of such pleading, this case should be controlled by a Level 1 or Level 2 Discovery Control Plan. TEX. R. CIV. P. 190.

4.3. Defendant LBR specially excepts to the Petition as a whole because there is no cause of action against LBR and as such, the Petition is frivolous and brought solely for harassment.

4.4. Defendants also specially except to the declaratory relief sought in Plaintiff's Second Amended Petition, because plaintiff is seeking declaratory relief concerning ordinances and statutes that require joinder of the municipalities. TEX. CIV. PRAC. & REM. CODE §37.006(b).

4.5. Defendants further specially except to plaintiff's Petition as a whole because any claim against these defendants sounds in tort, i.e., conversion of a dog, and is not properly the subject of a declaratory judgment action.¹

5. AFFIRMATIVE DEFENSES

5.1. Plaintiff's claim is barred because her ownership interest, if any, in the dog in question was terminated by the police power of the municipalities when ownership of the dog in question was transferred to LBR.

5.2. Defendants would show that plaintiff's right, if any, to reclaim the dog in question was forfeited when not exercised during the dog's stay in the animal shelter system and ownership of the dog was transferred first transferred to the City of Glen Rose, then to Hood County, and then to LBR.

5.3. Defendants would show that plaintiff failed to exercise due diligence in seeking reclamation of the dog in question.

5.4. Plaintiff's claim is barred by laches.

¹ Defendants deny that the dog in question was ever owned by plaintiff and nothing in this pleading shall serve to admit the dog in question was ever the property of plaintiff.

5.5. To the extent plaintiff's claim is for conversion and title to the dog in question, her claim is barred because the Snyders lawfully acquired their dog from LBR as a good faith purchaser for value. TEX.BUS.& COMM. CODE §2.403(a)(b).

6. DEFENDANTS'/COUNTERPLAINTIFFS' ORIGINAL COUNTER-CLAIMS

6.1. Snyders' Claim for Tortious Interference with Existing Contract

6.1.1. Plaintiff/counterdefendant knew of the adoption contract between the Snyders and LBR regarding the boxer named Bowen because she was told that the dog in question had been adopted.

6.1.2. Plaintiff/counterdefendant willfully and intentionally interfered with the adoption contract between the Snyders and LBR by demanding return of the dog and by filing a lawsuit for which there is no standing and seeks to interfere with the binding contract between LBR and the Snyders.

6.1.3. Plaintiff's/counterdefendant's conduct is the actual and proximate cause of the Snyders' injuries and damages.

6.1.4. As a direct and proximate result of the occurrence made the basis of this lawsuit, the Snyders were caused to suffer pecuniary loss, namely the adoption fee paid to LBR and other costs associated with the ownership of Bowen, including veterinary expenses, the costs to provide food and shelter, and other damages to be proven at trial.

6.2. LBR's Claim for Tortious Interference with Existing Contract

6.2.1. Plaintiff/counterdefendant knew of the adoption contract between the Snyders and LBR regarding the boxer named Bowen because she was told that the dog in question had been adopted.

6.2.2. Plaintiff/counterdefendant willfully and intentionally interfered with the adoption contract between the Snyders and LBR by demanding return of the dog and by filing a

lawsuit for which there is no standing and seeks to interfere with the binding contract between LBR and the Snyders.

6.2.3. Plaintiff's/counterdefendant's conduct is the actual and proximate cause of LBR's injuries and damages.

6.2.4. As a direct and proximate result of the occurrence made the basis of this lawsuit, LBR was caused to suffer pecuniary loss, namely the costs associated with fostering the dog, veterinary expenses, and other damages to be proven at trial.

6.3. In The Alternative, Defendants Assert a Claim for Unjust Enrichment

6.3.1. Assuming plaintiff/counterdefendant can prove prior ownership of the dog in question, it was plaintiff's/counterdefendant's delay in reclaiming her dog that caused the dog to be placed for adoption. Because she delayed in exercising her possessory rights, the dog was adopted by the Snyders. Her actions caused the Snyders to change their position and adopt Bowen. The Snyders paid money for adoption and thereafter paid for the care and treatment of Bowen for all of the intervening time.

6.3.2. Plaintiff/counterdefendant seeks to reclaim the dog without paying any of the fines and fees imposed by the municipalities or the expenses incurred for his adoption, care and treatment. If plaintiff/counterdefendant is to recover the dog, she should be ordered to reimburse the adoption fee and pay all costs as if the dog were boarded from the time he was fostered by LBR until he was adopted by the Snyders and for the time he was cared for by the Snyders until judgment, as well as any veterinary expenses, and other costs incurred for his care.

7. SPOLIATION INSTRUCTION

7.1 Defendants would show that plaintiff has deleted relevant information that would be adverse to her from her social media accounts.

7.2 Such information is relevant to her liability for the loss of the dog in question and

her refusal to follow through to prevent the police-power disposition of the dog she now claims is hers.

7.3 Such information includes admissions about her habitual violation of law in letting her dogs be at large.

7.4 Such information includes admissions against her interest because the postings show a lack of effort to contact the shelters to locate the dog she claims to have lost.

7.5 Plaintiff's deletion and scrubbing of her Facebook posts can only be the result of her intentional conduct in hiding evidence.

7.6 For plaintiff's blatant bad faith conduct in destroying evidence, the court should instruct the trier of fact on such spoliation.

8. REQUEST FOR JURY DEMAND

8.1. Defendants demand a jury trial and tender the appropriate fee with this Answer.

9. REQUEST FOR DISCLOSURE

9.1 Defendants request that plaintiff disclose, within 30 days of the service of this request, the information or material described in Tex.R.Civ.P. 194.2.

10. REQUEST FOR COURT REPORTER

10.1 Pursuant to the Texas Government Code § 52.046 (Vernon 1988), defendants request that a court reporter attend all sessions of the court in conjunction with this civil action.

WHEREFORE PREMISES CONSIDERED, defendants pray that plaintiff's claim be dismissed, that defendants/counterplaintiffs be awarded attorneys' fees, that ownership of Bowen be confirmed to belong to Chad and Jennifer Snyder, that the ordinances of Glen Rose and Hood County be affirmed as authority to convey title upon adoption, that plaintiff recover nothing for attorneys' fees and/or alternatively that plaintiff be ordered to pay fines and fees of the municipalities, reimbursement of adoption, veterinary and all boarding fees and for such other and

further relief to which defendants may be justly entitled.

Respectfully submitted,

/s/ April F. Robbins

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**ATTORNEYS FOR
DEFENDANTS/COUNTERPLAINTIFFS**

CERTIFICATE OF SERVICE

I hereby certify that on the 15th day of March, 2019, a true and correct copy of the foregoing document was forwarded by electronic service to all counsel of record pursuant to the Texas Rules of Civil Procedure:

Randall E. Turner
Susan Bleil

Via E-service

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/s/ April F. Robbins

April F. Robbins

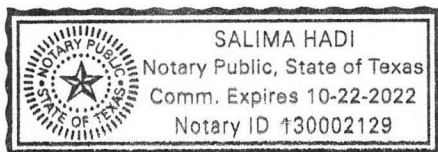
VERIFICATION

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Sharon Sleighter, who, upon her oath, did state, swear and affirm that she is a duly authorized representative for Legacy Boxer Rescue, Inc.; that she has read and examined the foregoing Original Answer and Verified Denial; that she has verified the facts set forth in paragraphs 3.1 and 3.2 contained therein; and that the above and foregoing facts supporting the verified denials asserted in those paragraphs are within her personal knowledge and are true and correct.

SIGNED: Sharon Sleighter
By: Sharon Sleighter

SUBSCRIBED AND SWORN TO before me this 13 day of March 2019, by Sharon Sleighter.



Salima Hadi
Notary Public in and for the State of Texas