

EXHIBIT
"TRICIA LUGO ARTICLE "
(TEXT ONLY)

- **THE WILD WEST**
- **LIT PRESS**
- **LIT LIST**
 - **CFPB**
 - **Debt Collector**
 - **Deed of Trust**
 - **Fake Documents**
 - **Foreclosures**
 - **Federal Law**
 - **Justice Seekers**
 - **Jurisdiction**
 - **Lawyers Misconduct**
 - **Mortgage Servicers**
 - **Texas**
- **WANTED**
- **GALLOWS**
 - **Texas Courts**
 - **Texas Supreme Court**
 - **Court of Appeals for the Fifth Circuit**
 - **Texas Federal Courts**
 - **E.D. Tex.**
 - **N.D. Tex.**
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 - **W.D. Tex.**
 - **Appellate Circuit**
 - **Fifth Circuit (CA5)**
 - **CA5 Recent Opinions**
 - **Eleventh Circuit (CA11)**
 - **First Circuit (CA1)**
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 - **Harris County District Court Judges**
 - **Federal Judges**
 - **Meet the Judges of the Southern District of Texas (Houston)**
 - **Data 2022: Random Assignments SDTX (Jan-Jun)**
 - **Data 2022: Random Assignments SDTX (Jan-Mar)**
 - **Appellate Judges**
 - **Meet the Judges of the 5th Cir.**

- **Fifth Circuit Judicial Complaints**
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- **Supreme Justices**
 - **Meet the Justices of the Supreme Court of Texas**
- **Texas Senators**
- **BANDITS**
 - **Bandit Debt Collecting Law Firms**
 - **Criminals Thievin' Homes**
 - **Trackin' the Foreclosure Scam Squads in Texas**
 - **Bandit Lawyers Sal Momin and Kamelia Namazi**
 - **Brian Brewer**
 - **Christian Consultants of Texas**
 - **Jerry Hofrock of Capital Capitol**
 - **Mike Minuto, MTM Accelerated Holdings, LLC**
 - **Rogue Lawyer Erick DeLaRue**
 - **Rogue Lawyer James Minerve**
 - **Rogue Lawyer Mark Hopkins**
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 - **Rogue Lawyer Stephen Casey**
 - **Sandra Forsythe**
 - **Big Law**
 - **BakerHostetler**
 - **Boies Schiller Flexner LLP**
 - **Gibson Dunn**
 - **Allyson Ho**
 - **Orin Snyder**
 - **Goodwin Law's Hall of Shame**
 - **Who is Catalina Azuero?**
 - **Who is Lawyer Alexis Susan Coll-Very?**
 - **Who is Laura Stock Craven?**
 - **Who is Thomas M. Hefferon?**
 - **Who is Matthew S. Sheldon?**
 - **Who is Sabrina Rose-Smith?**
 - **Who is Laura A. Stoll?**
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 - **Is Texas Attorney General Ken Paxton a Criminal?**

- **SALOONS**
 - **DC Bar**
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 - **Texas Bar Journal 2021**
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 - **Virginia State Bar**
- **MOVIES**
- **CRUSADERS**
 - **GUNSLINGERS**
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- **ADS**
- **CONTACT**

Laws In Texas

- **THE WILD WEST**
- **LIT PRESS**
 - **Financial Crimes: High-Powered Lawyers and Federal Judges Collude to Silence Uninvited Intervenor**
 - **Financial Crimes: Millions in Attorney Fees Approved by Bent Federal Chief Judge for Not-So-Secret Legal Lover**
 - **Pro Se Texas Homeowners Reached a Jury Trial, But Only One Question Decided their Fate**
 - **The Greatest Theft: Ocwen PHH Mortgage Premeditated Long-Term Scheme to Steal Citizens Homes**
 - **Judge Tamika Craft In Private Practice: LIT Reviews Past Case Involving Fallacious Quitclaim Deeds**
- **LIT LIST**
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Bankers Former Bookkeeper for Distressed Real Estate Flippin' Side-Businesses Fallin' Out Over Money

The Jet fuel owner and real estate investor, who's house went up in flames in 2019, claims \$121k was finched. Lugo says it was split profits.

By **justicefortexas**

Posted on February 22, 2023

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Comments

Mystic Energy, Inc. vs Tricia Lugo

1201489 Harris County – County Clerk Appeal from a Lower Court

MAR 31, 2023 | REPUBLISHED BY LIT: AUG 22, 2023

Eviction Case – Judgment/Settlement Hearing on Aug 28, 2023

202252190 MAPLE RESIDENTIAL LTD vs. LUGO, TRICIA (Court 113, JUDGE RABEEA COLLIER) AUG 22, 2022 | REPUBLISHED BY LIT: FEB 22, 2023

~~Mar 21, Apr 18, 2023, May 9, Jun 16, AUG 8, 2023~~

~~No update since Mar. 1, 2023 amended counterclaim. See below.~~

Bob Dismisses WITH Prejudice (Aug. 9, 2023)

NO COSTS ALLOCATED 08/09/2023

NONSUIT/DISMISSAL, FINAL (RULE 162) 08/09/2023

Jul 11, 2023

Defendant's Tricia Lugo's Designation of **Expert Witnesses** and Supplemental Responses to all Defendant Parties' Disclosures (my own lawyer)

Jul 10, 2023

Plaintiffs' **Designation** of Expert Witnesses (**my lawyer and accountant**)

Jun 22, 2023

Plaintiffs' First Amended Petition

Exhibit 1

Exhibit 2

Mar 1

Labeled Original – but clearly **FIRST AMENDED** – TRICIA LUGOS ORIGINAL COUNTERPETITION

Third Party Reply by Yetter Coleman (**Justin P. Tschoepe, Partner**) for Stallones and Kruckemeyer

LIT Commentary

Lots to learn. Lots to share. Bookmark for updates on this evolving article filled with a backdrop involving Partnerships, Deception, Fraud, Real Estate, Money, Private Equity, Bankers, Greed, Oil and Gas Tycoons, Dubai, Lawyers, Judges, Lawyers and Law Firms, Society Bashes along with State and Federal Government Appointments, Oversight and the Secret Service, et al.

TRICIA LUGO'S ORIGINAL COUNTERPETITION

DEC 27, 2022 | REPUBLISHED BY LIT: FEB 22, 2023

Counter-Plaintiff herein, TRICIA LUGO makes and pleads the following claims against Counter-Defendants, MAPLE RESIDENTIAL, LTD., MYSTIC ENERGY, INC., STALLONES HOLDING, INC., GATEWAY PLAZA LTD., TOMBALL GATEWAYWAY, LTD, JEFFREY STALLONES, Individually, and ROBERT KRUCKEMEYER (Individually) also herein

referred to as the "STALLONES DEFENDANTS").

PARTIES

(1) MAPLE RESIDENTIAL, LTD., MYSTIC ENERGY, INC., STALLONES HOLDING,

INC., TOMBALL GATEWAYWAY PLAZA, LTD., are all parties in suit and may be served by providing service upon their attorney of record, Robert Kruckemeyer, 244 Malone Street, Houston, Texas 77007; Ph: (713) 600-7574; Fax: (713) 600-7579;

(2) JEFFREY STALLONES, is an individual whom resides at, and may be served at: 7510 Kalebs Pond, Spring Texas, 77389, and may be served there, or anywhere he may be found.

(3) ROBERT KRUCKEMEYER is an individual whom offices at Houston, Harris County, and may be served at: , 244 Malone Street, Houston, Texas 77007; Ph: (713) 600-7574; Fax: (713) 600-7579; ****; or anywhere her may be found.

FACTS

Tricia Lugo was employed by Mr. Jeffrey Stallones as his bookkeeper, and general office and operations manager, from approximately 2002 to 2022. At that time, and at all times thereafter, Ms. Tricia Lugo served as an employee to Mr. Jeffrey Stallones, and his various companies, MAPLE RESIDENTIAL, LTD., MYSTIC ENERGY, INC., STALLONES HOLDING, INC., TOMBALL, GATEWAYWAY PLAZA, LTD.

(4) Thereafter, and during the approximate eighteen years of employment with Mr. Stallones, Ms. Tricia Lugo handled the books and records for Mr. Stallones personal affairs, and his various Plaintiff companies, MAPLE RESIDENTIAL, LTD., MYSTIC ENERGY, INC., STALLONES HOLDING, INC., and TOMBALL GATEWAY PLAZA, LTD.

(5) Mr. Stallones and Ms. Lugo maintained a close and trusting business relationship for a very long time, throughout her employment.

(6) In addition to Tricia Lugo being Mr. Stallones' bookkeeper, and general personal assistant, Mr. Stallones and Ms. Lugo worked a side venture business wherein Ms. Lugo would search for distressed properties, and the two would purchase them and Ms. Lugo would supervise, and act as contractor for the rehab and sale of the properties. Mr. Stallones and Ms. Lugo would share in the profit from the sale, and in the costs of financing the properties for purchasers, which included sharing in the interest costs charges paid by purchasers.

(7) Ms. Lugo has not been paid for certain final hours of work she performed for Mr. Stallones in violation of Texas law.

(8) Ms. Lugo is owed for certain profits and interest payments made by purchasers of properties.

(9) Ms. Lugo is also owed title, free and clear, to her property that Mr. Stallones

financed for her, and in which she repaid all amounts owed Mr. Stallone. Properly located at: 12323 Piney Bend Drive, Tomball, Texas 77375.

(10) The Stallones Defendants have filed a frivolous suit, lacking evidence, in order to cover up or attempt to delineate the monies owed to Ms. Tricia Lugo.

III. CAUSES OF ACTION A. BREACH OF CONTRACT

(11) Counter-Plaintiff incorporates by reference all the allegations set forth above, as if the same were fully set forth herein. Counter-Plaintiff was employed by Plaintiff to provide bookkeeping and secretarial and office manager services to Defendant Jeffrey Stallones and his various companies. Plaintiff breached the agreement, therein causing damages to the Defendant/Counter Plaintiff.

(12) As well, the STALLONES DEFENDANTS made agreements with Counter Plaintiff Tricia Lugo, wherein the parties were to share in continued payments received from property purchasers, regarding property business transactions between the STALLONES DEFENDANTS and Counter- Plaintiff, Tricia Lugo. In accordance with the agreements between the STALLONES DEFENDANTS and TRICIA LUGO, TRICIA LUGO was to continue to collect funds from the property business transaction of the Parties, until the property purchasers made their final payments.

(13) Therein, Plaintiff has failed or refused to meet those requirements. Counter-Plaintiff has been injured as a result of the STALLONES DEFENDANTS failure to uphold their agreements with TRICIA LUGO.

B. PROMISSORY ESTOPPEL

(14) Plaintiff incorporates by reference the allegations set forth above as if the same were fully set forth herein. Herein, Plaintiffs, MAPLE RESIDENTIAL, LTD., MYSTIC ENERGY, INC., STALLONES HOLDING, INC., TOMBALL GATEWAY PLAZA, LTD, JEFFREY STALLONES and ROBERT KRUCKEMEYER, made promises to Defendant, Counter- Plaintiff, Tricia Lugo, which were not maintained or reasonably provided as promised to Defendant, TRICIA LUGO.

(15) The Parties had an agreement, evidenced by the course of business and actions of the Parties, wherein the two of them purchased and rehabbed properties, and shared in the profits, interest payments, and any split of fees. The Stallones Defendants, along with Mr. Stallones and Mr. Kruckemeyer have breached that agreement by refusing to make payment to Tricia Lugo, and filed this frivolous lawsuit against the interest of the agreements of the Parties, and specifically against the interests of Counter-Plaintiff, TRICIA LUGO.

(16) Tricia Lugo has not been provided her continual payments for profits and interest payments, made the basis of their agreements, regarding Plaintiff's part of the bargain for Counter-Plaintiff's, Ms. Lugo's, services and the degree of, or level of service, the Defendant received from MS. TRICIA LUGOS services. Those promises were made a part of the bargain and agreement between the Parties, and which were not upheld by Plaintiffs, and continue to be breached, and contravened. As

a result of the breached promises of Plaintiffs, Defendant has been, and continues to be damaged

(17) Counter-Defendants, MAPLE RESIDENTIAL, LTD., MYSTIC ENERGY, INC., STALLONES HOLDING, INC., TOMBALL GATEWAY PLAZA, LTD, AND JEFFREY STALLONES, and ROBERT KRUCKEMEYER, made certain promises to the Defendant TRICIA LUGO, or were charged with maintaining promises to Tricia Lugo, wherein the STALLONES DEFENDANTS made promises to share certain profit and income based upon work completed by Ms. Lugo, in purchasing properties with Mr. Stallones, buy and through his companies, and Ms. Lugo rehabilitating the properties for profit, and then placing them for sale.

(18) The court can only avoid an injustice by acknowledging the Original Plaintiff's promises to Defendant Counter-Plaintiff, TRICIA LUGO'S reliance thereon, and the damages suffered at the hands of Plaintiffs, Counter-Defendants, MAPLE RESIDENTIAL, LTD., MYSTIC ENERGY, INC., STALLONES HOLDING, INC., TOMBALL GATEWAY PLAZA, LTD, JEFFREY STALLONES, and ROBERT KEUCKEMEYER, The STALLONES DEFENDANTS .

C. FRIVOLOUS LAWSUIT/MALICIOUS CIVIL PROSECUTION

(19) Counter-Plaintiff, TRICIA LUGO, incorporates by reference the allegations set forth above as if the same were fully set forth herein.

(20) Counter-Defendants, MAPLE RESIDENTIAL, LTD., MYSTIC ENERGY, INC., STALLONES HOLDING, INC., TOMBALL GATEWAY PLAZA, LTD, JEFFREY STALLONES, and ROBERT KRUCKEMEYER, initiated a lawsuit against the Counter-Plaintiff/Defendant, in an attempt to lay inappropriate claim to MS. LUGO's rightful property and rights to property and future profits of Counter-Defendants, MAPLE RESIDENTIAL, LTD., MYSTIC ENERGY, INC., STALLONES HOLDING, INC., TOMBALL GATEWAYWAY, LTD, JEFFEREY STALLONE, and ROBERT KRUCKEMEYER.

(21) Counter-Defendants, MAPLE RESIDENTIAL, LTD., MYSTIC ENERGY, INC., STALLONES HOLDING, INC., TOMBALL GATEWAY PLAZA, LTD, JEFFREY STALLONE, and ROBERT KRUCKEMEYER, have commenced and filed a frivolous lawsuit against the Counter-Plaintiff, wherein the evidence in this matter clearly identifies the fact that the sole damages claimed are unenforceable, and legally provided loans paid back by TRICIA LUGO, or legally owed.

(22) Counter-Plaintiff has not been fully paid under the terms of the Agreements of the Parties, as is evidenced by the payment/transaction sheets provided Defendants, by Plaintiff, and that the Plaintiff's, acts, or inactions, and/or their failure to properly act, was the producing, proximate cause of the incident in question, and more possibly that the STALLONES DEFENDANTS have caused their own injuries, if any, and Counter-Defendant has filed this lawsuit to simply harass, intimidate, and annoy the Counter-Plaintiff, TRICIA LUGO, knowing it has no actual claimed damages.

E. FRAUD, FRAUDULENT INDUCEMENT

(23) Plaintiff incorporates by reference the allegations set forth above as if the same were fully set forth herein.

Counter-Defendants purposefully and intentionally made statements to induce the Defendant to enter into agreements with Plaintiffs, and to work for Plaintiffs.

Plaintiffs made promises to the Defendant, providing that the Parties would make payment to her for certain work performed by Defendant for pay, and to enter into certain business relationships based upon certain promises of sharing in profits and certain payments, in exchange for Tricia Lugo's services and experience in purchasing properties and in rehabilitation and sales of properties.

The Plaintiffs made these representations to Defendant, wherein the Plaintiffs knew the representations were false, or made the representations recklessly, as a positive assertion, and without knowledge of the truth.

Plaintiffs made the representations with the intent that the Defendant act upon them, and Defendant relied upon the representations of Plaintiffs.

The representations caused injury to Defendant.

Plaintiff made representations to Defendant in order to induce her to enter certain agreements, with Plaintiff's intention of not providing payment or the benefits agreed, in fraudulently inducing Defendant to act in contracting with Plaintiff.

F.
MONEY HAD AND RECEIVED

(24) Plaintiff incorporates by reference the allegations set forth above as if the same were fully set forth herein. Counter-defendants, the Stallone Defendants, have monies that rightfully belong to Counter-petitioner, Tricia Lugo. (1) the defendants hold money and (2) the money belongs to the Counter-plaintiff in equity and good conscience. *Staats v. Miller*, 243 S.W.2d 686, 687-88 (Tex. 1951). To prove a cause of action for money had and received, the plaintiff must show that the defendant holds money that in good conscience and equity belongs to the plaintiff, not whether any wrongdoing was committed on the part of the defendant.

G.
VIOLATIONS OF THE TEXAS WAGE CLAIMS ACT/ FAIR LABOR STANDARDS ACT

(25) Plaintiff incorporates by reference the allegations set forth above as if the same were fully set forth herein. The Stallone Defendants have refused to make payment to Tricia Lugo for her earned wages, covered under the Texas Payment of Wages Act/ Fair Labor Standards Act. TEXAS LABOR CODE, TITLE 2, SECTION 61. Payment of Wages. Tricia Lugo has been injured as a result of the Stallone Defendants, Kurckemeyer, and Jefferey Stallones unwillingness to properly pay Tricia Lugo.

H.
UNJUST ENRICHMENT

(26) Plaintiff incorporates by reference the allegations set forth above as if the same were fully set forth herein. Counter Defendants have been unjustly enriched; The acquisition of the benefit of the business relationship between the Parties, between Tricia Lugo, and the Stallone Defendants, occurred at the detriment of Patricia Lugo. There exists no formal written contract between the parties either due to absence of a formal agreement, or agreement on other terms such as course of business. The Stallone Defendants, Mr. Kruckemeyer, and Jefferey Stallone are improperly holding funds to be paid to Tricia Lugo, and owed her in accordance with the business agreements of the Parties.

(27) As a result of The Stallone Defendants, Mr. Kruckemeyer, and Jefferey Stallone withholding monies or funds which are rightfully the property of Tricia Lugo, Tricia Lugo has been injured, and continues to be injured as a result of All Defendants actions or inactions.

J QUANTUM MERUIT

(28) Plaintiff incorporates by reference the allegations set forth above as if the same were fully set forth herein. The Counterplaintiff, Tricia Lugo, performed "valuable services" for the Counterdefendants; The Counterdefendants accepted, uses, and enjoyed those services, and continue to so enjoy Tricia Lugo's services; and under the circumstances, the Counterdefendants were "reasonably notified" that the Counterplaintiff, Tricia Lugo, expected payment for those services, which she did not receive.

(29) All Defendants withholding the funds duly owed Tricia Lugo have damaged Tricia Lugo, and an injustice can only be prevented by granting Counter-Plaintiff, Tricia Lugo, the funds duly owed her.

K ATTORNEY FEES

(29) Based upon the actions or inaction of MAPLE RESIDENTIAL, LTD., MYSTIC ENERGY, INC., STALLONES HOLDING, INC., TOMBALL GATEWAYWAY, LTD, JEFFEREY STALLONE, and ROBERT KRUCKEMEYER, , the "STALLONE DEFENDANTS," and the terms of the alleged agreements and promises made between the Parties, the withholding of funds from Tricia Lugo, and Plaintiff's frivolous suit against Tricia Lugo, Defendant has been required to employ the services of counsel, Mamasis & Associates, P.C., (the undersigned counsel) to prosecute her claims and defend against the frivolous claims of Plaintiffs. Defendant herein makes claim for her attorney fees, costs and expenses, as a result of the breach of agreements, warranties and fraudulent activities of the Plaintiffs, the issues discussed herein.

H. EXEMPLARY DAMAGES

(30) Counter-Plaintiff incorporates by reference all the allegations set forth above, as if the same were fully set forth herein. Based upon the breach on the part of Plaintiffs, the intentional acts on the part of MAPLE RESIDENTIAL, LTD., MYSTIC ENERGY, INC., STALLONES HOLDING, INC., TOMBALL GATEWAYWAY, LTD, JEFFEREY

STALLONE, and ROBERT KRUCKEMEYER, and fraudulent and frivolous lawsuit over unfounded allegations seek exemplary or punitive damages against Plaintiffs and as apply to Counterpetitioner, are warranted.

Defendant respectfully requests damages as a punitive nature to penalize RESIDENTIAL, LTD.,

MYSTIC ENERGY, INC., STALLONES HOLDING, INC., TOMBALL GATEWAYWAY, LTD, JEFFEREY STALLONE, and ROBERT KRUCKEMEYER for their intentional acts and refusal to act when it reasonably was aware of its duty to act, and the fraudulent acts committed against Counterpetitioner, and to deter this type of action on the part of COUNTER- DEFENDANTS against any other person or entity.

Plaintiffs intentional and knowing acts in filing a suit claiming false damages warrants exemplary damages be assessed MAPLE RESIDENTIAL, LTD., MYSTIC ENERGY, INC., STALLONES HOLDING, INC., TOMBALL GATEWAYWAY, LTD, JEFFEREY STALLONE, and ROBERT KRUCKEMEYER.

(31) Defendants reserve the right to plead in the alternative to all defenses and claims, as per the Texas Rules of Civil Procedure.

JURY DEMAND

Defendants herein request a jury trial of this case.

WHEREFORE PREMISES CONSIDERED, Defendant/Counterpetitioner TRICIA LUGO respectively prays that Plaintiffs/Counter-defendants, MAPLE RESIDENTIAL, LTD., MYSTIC ENERGY, INC., STALLONES HOLDING, INC., TOMBALL GATEWAYWAY, LTD, JEFFEREY STALLONE, and ROBERT KRUCKEMEYER, take nothing by way of their claims, herein, and that Defendant/Counterpetitioner, TRICIA LUGO, recover her damages, costs and attorney fees herein, and recover exemplary/punitive damages from MAPLE RESIDENTIAL, LTD., MYSTIC ENERGY, INC., STALLONES HOLDING, INC., TOMBALL GATEWAYWAY, LTD, JEFFEREY STALLONE, and ROBERT KRUCKEMEYER, the (STALLONE DEFENDANTS) and have such other and additional relief, both special and general, in law and in equity, to which this Court's Defendant/Counterpetitioner, TRICIA LUGO may show herself justly entitled.

Respectfully submitted,

MAMASIS & ASSOCIATES, P.C.

By: /s/ Shawn M Mamasis

Shawn M. Mamasis
State Bar No. 24041384
12135 Rocky Lake Drive
Houston, Texas 77070

Ph: (832) 276-3210

Fax: (281) 547-8991

ATTORNEYS FOR DEFENDANT,
COUNTER- PETITIONER TRICIA LUGO

LIT's Spotlight on Polygraphs, Sexual Harassment and Holden `Em
Accountable <https://t.co/B26zItdhjs>

— lawsinusa (@lawsinusa) **February 22, 2023**

TRICIA LUGO'S ORIGINAL ANSWER

OCT 19, 2022 | REPUBLISHED BY LIT: FEB 22, 2023

DEFENDANT'S TRICIA LUGO'S ORIGINAL ANSWER

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, TRICIA LUGO, hereinafter sometimes referred to herein individually as ("MS. LUGO" or "DEFENDANT"), whom makes and files this, her ORIGINAL ANSWER, in response to Plaintiff's Petition, herein, and would respectfully show the Court as follows:

I.

Pursuant to Rule 92 of the Texas Rules of Civil Procedure, Defendant generally denies each and every allegation made against her, and demands strict proof thereof as required by the laws of this State for persons who bring suit as Plaintiffs do here.

II.

Defendant affirmatively pleads, that Plaintiff's, own negligence or contributory negligence, actions, or inactions, is or was the proximate cause of any damages allegedly suffered by Plaintiffs and the incidents in question any such negligence or act or inaction on the part of the Plaintiff is responsible for more than 50% of the accident and/or damages in question and, therefore, Plaintiff is barred from any recovery herein. Alternatively, Defendant pleads that Plaintiffs' own negligence action, inaction, breach or fraudulent acts was the sole proximate cause

or superceding intervening cause of the accident or incidents in question and any damages allegedly suffered by Plaintiffs, and thus Plaintiffs are barred from any recovery herein. To the extent necessary, Defendant further invokes the provisions of Chapter 33 of the Texas Civil Practice & Remedies Code.

III.

Pleading further, and in the alternative, Defendant says that the occurrence(s) in question, as well as the damages complained of herein, were proximately caused or caused in fact, in whole or in part, by the acts, omissions, fault, negligence, responsibility or other conduct on the part of the Plaintiff, settling persons and/or responsible third-parties for whom this Defendant is not legally responsible. The Texas Civil Practice & Remedies Code, §33.001 et seq. prohibits Defendant from being held responsible for any damages caused by such other persons or entities.

IV.

Defendant further affirmatively pleads that the accident and/or damages in question were proximately caused by the acts or omissions of persons other than this Defendant for which this Defendant has no responsibility. Alternatively, Defendant pleads that the acts or omissions of third persons over whom he has no control or responsibility was or were the sole proximate cause or superceding intervening cause of the accident and/or damages in question.

V.

Defendant further affirmatively pleads, that it cannot be liable for any percentage of responsibility beyond that percentage of responsibility, if any, which is denied, that the jury or fact finder, and this Court, may allocate to it.

VI.

Defendant further alternatively pleads that any recovery awarded Plaintiff herein, if any, must be reduced by that percentage of responsibility allocated to the Plaintiff as Defendant invokes the provisions of Chapter 33 of the Texas Civil Practice & Remedies Code.

VII.

Pleading further in the alternative, Defendant says that in the unlikely event she is found liable for any amounts as pleaded by Plaintiffs, therein, which is denied, Defendant would be entitled to a credit or offset for all monies or consideration paid or credited to the Plaintiff by virtue of any type or form of settlement agreement or payments made for, into, by and/or between the Plaintiff and any settling person, third persons, Defendant, any responsible third-party or any other person or entity a party o this suit or not a party to this lawsuit.

VIII.

Defendant alternatively pleads the Doctrine of Comparative Responsibility and pleads that Plaintiff's own responsibility bars, precludes, or limits any recovery Plaintiff may seek herein. Defendant also affirmatively pleads payment, release and waiver.

IX.

Defendant affirmatively pleads that the instant litigation is frivolous and done simply to harass and unlawfully intimidate the Defendant, without just cause. Plaintiff's lawsuit lacks any reasonable admissible evidence to support the Plaintiff's position. Plaintiff's lawsuit should be dismissed with prejudice to the refilling of same, and Defendant be awarded his damages, attorney fees and expenses and any court costs.

X.

Defendant is an improper party in suit. Ms. Lugo was and employee of Mr. Stallone, and his Plaintiff corporations and is not personally liable for the debts of the corporation.

XI.

Defendant further affirmatively pleads, that Plaintiffs had a duty to mitigate any damages it may have allegedly suffered and that any recovery must be reduced by that percentage of damages, which could have been prevented by reasonable efforts to mitigate damages if, in fact, Plaintiff failed to take such reasonable efforts to mitigate any alleged damages.

XII.

Defendants deny that Plaintiff has satisfied all conditions precedent to any recovery herein.

Defendant Tricia Lugo is an improper party in suit.

XIII.

Defendant further pleads that Plaintiffs' claims are barred by the equitable doctrines of Contract, Waiver, Acceptance, Compliance, Ratification, Modification, and/or the equitable doctrine of Estoppel, and Promissory Estoppel, and Statute of Frauds. Defendant herein further pleads Plaintiffs unclean hands.

XIV.

Defendant affirmatively pleads assumption of the risk as to Plaintiff's claims, and ratification. As well, Defendants plead that Plaintiff's claim of damages and any relied upon clauses in any agreement are unenforceable penalties.

XV.

Defendant alternatively pleads that Plaintiffs' claims are barred by the equitable doctrine of laches and/or the applicable Statute of Limitations, and the statute of frauds. Plaintiff's claims are also barred due to unconscionability of the agreement of the Parties and that Plaintiff's claims and defenses are allegedly barred due to violations of public policy, and/or terms of any agreements are unconscionable due to their attempt to cause a waiver of all a Parties defenses, which is against public policy. The Defendants also plead unconscionability based upon the entirety of the one-sided nature of any agreements, and the basis of achieving such form of agreement.

XVI.

Pleading further, Defendant pleads that in the event Plaintiffs seek punitive or exemplary damages herein, such damages are inappropriate and impermissible under law due to the following:

1. That punitive or exemplary damages are criminal, or quasi-criminal in nature, and the Plaintiffs should be required to prove the basis of such damages beyond a reasonable doubt and the failure to require the same is a denial of due process under law and a denial of equal protection of the law as prescribed under the United States Constitution and the Constitution of the State of Texas.
2. An award of punitive or exemplary damages would constitute a taking of property without due process of law as guaranteed by the United States Constitution

and the Constitution of the State of Texas.

3. It is a denial of due process of law and of equal protection of the law under the United States Constitution and the Constitution of the State of Texas to permit a corporation to be vicariously liable for punitive or exemplary damages which were awarded on the basis of alleged acts or omissions of employees, agents or representatives of the corporation under the doctrine of Respondeat Superior or any other vicarious liability doctrine.

4. Punitive and/or exemplary damages provide unjust enrichment by reason of the unconstitutional taking of property without due process as provided under the United States Constitution and the Constitution of the State of Texas.

5. Under Texas law, the measure of damages for punitive and exemplary damages is so vague and ambiguous that both on its fact and in application, it denies Defendant(s) due process of law and equal protection of the law as provided under the United States Constitution and the Constitution of the State of Texas.

6. Under Texas law, the measure of damages for punitive and exemplary damages is so vague and ambiguous that it prevents courts and juries from consistently applying the law and further prevents effective judicial review of such punitive damage awards.

7. Under Texas law, the measure of damages for punitive and exemplary damages is so vague and ambiguous that the basis of such damages cannot be clearly and readily identified in advance so as to guide the behavior of individuals and their actions, thus constituting an ex-post facto law specifically prohibited by the United States Constitution and the Constitution of the State of Texas.

8. An award of punitive and exemplary damages would violate the excessive fines clause of the Eight Amendment as applied to the Fourteenth Amendment of the United States Constitution.

XVII.

In the alternative, if Plaintiffs seek recovery of any exemplary or punitive damages, Defendant invokes the provisions of Chapter 41 of the Texas Civil Practices & Remedies Code and pleads that such provisions preclude and/or limit any such damages herein.

XVIII.

Defendants further alternatively pleads that the doctrine of election of remedies bars Plaintiffs' claims. Defendant, also in the alternative, pleads failure of, or lack of consideration. As well, Plaintiffs argue that portions of the agreements of the parties, contracts, waivers of liability, and/or limitations on damages, or creation of damages, alleged in any agreement or contract, are void or voidable, as the contracts are hereby unconscionable, and/or against the public policy in the State of Texas.

XIV.

Defendant further pleads that to the extent Plaintiffs may seek punitive or exemplary

damages in this lawsuit, any award of such damages would violate its rights to procedural and substantive due process and equal protection as afforded under the Texas and United State Constitutions.

XX.

Defendant alternatively pleads that she cannot be sued in the manner for which she has been sued by Plaintiffs, and Plaintiff's lawsuit does not plead facts giving rise to this Defendant's personal liability. Defendant Lugo was an employee or an officer of the companies of Plaintiffs and their owner, whom cannot assert or maintain personal liability against her, in accordance with the Plaintiffs pleadings. Ms. Lugo should be dismissed from suit.

XXI.

Defendant, TRICIA LUGO, Defendant herein, affirmatively pleads that any alleged liquidated damages provisions in any alleged agreement or contract constitutes an unenforceable penalty, and therein are unenforceable against Defendant. Atrium Medical Center, LP, v. Houston Red C, LLC., S.W.3d, 2020 WL 596873, at 1 (Texas. Feb 7, 2020) (citing Phillips v. Phillips. 820 S.W.2d 785, 788 (Tex. 1991) and FPL Energy, LLC., v. TXU Portfolio Mgmt. Co., 426 S.W.3d 59, 69 (Tex. 2014)).

XXII.

Defendants herein affirmatively plead the applicable provisions of the Texas Business and Commerce Code, section 2.718. Defendants plead that that paragraph (a) of the Texas Business and Commerce Code, 2.718, states;

(a) Damages for breach by either party may be liquidated in the agreement but only at an amount which is the difficulties of proof of loss, and the inconvenience or non-feasibility of otherwise obtaining an adequate remedy. A term fixing unreasonably large liquidated damages is void as a penalty.

Any damages claimed by Plaintiff are unreasonably large liquidated damages, and therein void, as deemed a penalty. TEX. BUS & COM. CODE §2.718 (a). The damages claimed by Plaintiff are highly disproportionate to any actual loss or damage.

JURY DEMAND

Defendants herein request a jury trial of this case.

WHEREFORE PREMISES CONSIDERED, Defendant TRICIA LUGO respectfully prays that Plaintiffs take nothing by way of their claims, herein, and that Defendant recover her damages, costs and attorney fees herein, recover exemplary/punitive damages from Plaintiffs, and have such other and additional relief, both special and general, in law and in equity, both special and general, to which this Court's Defendant may show herself justly entitled.

Respectively submitted, MAMASIS & ASSOCIATES, P.C.

By: Shawn M Mamasis

Shawn M. Mamasis
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Houston, Texas 77070

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Fax: (281) 547-8991

ATTORNEYS FOR DEFENDANT TRICIA LUGO

MELISSA KNIPPA

Melissa Knippa is the proud wife of the Reverend William "Bill" Knippa, mother of four children and grandmother of soon-to-be seven grandchildren.

She has been a wealth advisor with Thrivent Financial for 26 years and is a former member of the Concordia University Texas Board of Regents.

Through leadership roles, Knippa has impacted education in Texas for the better.

She served on Concordia's Board of Regents during major transitions – appointing a new University president (Dr. Tom Cedel) and moving the campus.

You'll discover more about Knippa's work with the Austin Independent School District, the Texas Association of School Boards and CTX.

BOB KRUCKEMEYER, BARBARA BUSH AND THE SECRET SERVICE

The Barbara Bush Library Friends

"...learning never ends, and as we enter the next century, it will be more and more important for all Americans to be lifelong learners...every one of us can contribute in some way to a better-educated America." – Barbara Bush

Barbara Bush attends Library Dedication February 7, 2003

Yes! Barbara Bush was here and everyone loved her as she joked and talked to the donors of the Barbara Bush Library. What a great honor to have her here. As she toured the facility, she was very impressed with the size and the substance of our new library.

Dedication day began early with Bob Kruckemeyer, our detail man, directing the set up of the ribbon cutting platform, the sound system, the choreography of Mrs. Bush's entrance and exit, and the Friends responsibilities. Secret Service and officers from Constable Ron Hickman's office checked and secured the building while bomb-sniffing dog nosed his way through the library. This was not an ordinary day for a library, but necessary for the arrival of a former First Lady.

Security being satisfied, the doors opened for the arriving donors. They were treated to a buffet of wonderful food supplied by Ral's Fine Catering, Suzanne's European Restaurant and Bakery, Rockfish Seafood Grill, and R. J. Goodies.

Floral decorations were supplied by Wildflower Florist and the The Market in Champion's Village.

The Don Bateman Trio provide music as donors browsed, chatted and sampled while waiting for Mrs. Bush to appear.

She made her entrance on the second floor of the library through the crowd of donors accompanied by the Secret Service as well as BBLF President, Marlena Powers, commissioner Jerry Eversole, Judge Robert Eckels, and County Librarian, Cathy Park.

"Are these all donors?" she asked, surprised to see so many people waiting for her.

After remarks from Marlena Powers, Commissioner Eversole, Cathy Park and Judge Eckels, Mrs. Bush spoke to the crowd.

"They asked me before you-know-who became President – you know that don't you?" she said, referring to the use of her name for the library. "I know perfectly well why you named it after me. I married well and I birthed well!"

The audience chuckled.

She related stories of other things being named after her. Once a young girl named a heifer after her and entered it in a rodeo. Mrs. Bush was glad it only came in eighth. She also talked of the enrichment that a library provides to everyone who enters. She told of the excitement of one little boy on his first visit to the library

. "Wow! All these books and something written in every single one." Then she thanked the donors and said, "To each and every one of you that worked to get this library open, you have given to every single member of this community, especially the children.

I'm particularly proud to have my name as a part of it. Never has anyone been as honored as I have to have a beautiful library – all my own!"

The ribbon-cutting followed the donor reception on the front steps of the library.

She graciously spoke to the crowd outside, encouraging them to use and support the library.

The Friends are so honored by her presence and her interest in this library.

We have already received new books from Mrs. Bush to be added to our collection.

Thank you, Barbara Bush, for your life long dedication to the importance of reading.

And thank you for allowing us to use your name for this wonderful library.

"Senior Movie Mornings" Starts in January

Starting in January 2010 the library will present a "Senior Movie Morning" on the first Thursday of each month. The movie to be shown this month is from 1949 and stars Spencer Tracy, Katharine Hepburn, and Judy Holliday.

It is a comedy which tells the story of a husband and wife lawyer team who clash when the wife defends a woman on trial for shooting her spouse.

The lawyer-husband is the prosecutor.

Come and join us for a look back at a classic on Thursday, January 7 at 10:00 AM. The library is located at 6817 Cypresswood Drive in Spring

Workforce Solution Jobs Seminars at the Library

Workforce Solutions will present a free workshop at the Barbara Bush Branch in January.

The library is located at 6817 Cypresswood Drive in Spring. Call 281-376-4610 for more information. No registration required.

Rebranding Your Skills: January 21, 2010 1:30-3:30 PM

"Expand your job search prospects by rebranding your skills. This workshop will teach you to identify the skills you have gained in the past and present them in away that catches the attention of employers so you can move into a new job or even a new industry."

Reader's Advisory Database Demo – January 15 @ 11:00 AM

Read everything by your favorite author? Looking to discover new authors you might like? Trying to remember that book you read and enjoyed last year but don't recall the author or the exact title?

Come see how to use Novelist, one of our licensed subscription databases, at our monthly Database Demos presentation to be held Friday January 15, 2010 at 11 AM, in our second floor Barbara Bush Library Friends computer lab.

Come to Database Demos, a monthly series that demonstrates a different database or subject area each month and find out how to get the most out of each of these HCPL databases & Internet sites.

Database Demo presented by Margaret A. Davis, Reference Librarian. Individual groups (e. g. clubs) may call the Barbara Bush Branch Library at 281-376-4610 to schedule a Database Demo presentation just for their group.

The library is located at 6817 Cypresswood Drive in Spring

Art from Maria Duprey – 2nd floor Art Alcove

Maria Duprey, a local artist, was born in Bronx, New York. She grew up in an artistic family and ventured from music to stories, including the art of painting and drawing. In 1995 she was awarded "Castle Point Winner" for the mural she painted for the VA Medical Center, Castle Point, when working there as a Nursing Assistant. In 2002 she moved with her husband to Puerto Rico where she became involved in various exhibitions and established herself as an emerging artist.

In April of 2008 Maria was awarded the "Best-in-Show" and made first-place in "oil and acrylics" in the Community Art show in Newburgh, NY. In 2009, the East End Art Guild chose 55 artists out of 195 participants to exhibit in the EEAG Tenth Annual Juried Show in January and Maria was included.

Today Maria continues to paint and draw in her home in Spring. Although her artwork consists of abstract expressionism, charcoal drawing, art deco, conceptual art, and portrait & land, she favors abstract impressionism the most. Ms. Duprey's art will be on exhibit in the 2nd floor Art Alcove during the month of January.

The library is located at 6817 Cypresswood Drive in Spring

Antique Clock Display in Lobby Showcase

Robert (Bob) Kleeman has always shown an interest in making and repairing things. He built model airplanes as a teenager. In preparation for retirement, he moved on to making clocks. He bought a few beginner clock repair handbooks, joined a local clock club, and started expanding his skills.

Bob has been repairing clocks for almost 20 years now and still gets great satisfaction from restoring a timepiece to its original working condition. He has repaired all types and all ages of clocks, the oldest ones being from the mid 1800's. He found those clocks amazingly well designed and manufactured. He finds it satisfying that these clocks will be around hundreds of years from now.

The library is located at 6817 Cypresswood Drive in Spring

Knowledge Exchange – Inter-generational Program

This program features knitting, crocheting and sharing. All ages are welcome. Every Friday all year round 2:30-4:30 PM. Please come by 4:00 PM if you are a first-time knitter. The program will be in the Earl Elliott Room of the library. Call 281-376-4610 and ask for Shawn or Val for more information.

Memories of the Home Front

In June 2005, representatives of the Barbara Bush Library Friends, as well as, Reference Librarian, Valerie Sandham, and Children's Assistant, Shawn Howes, were present at the Atria-Cypresswood to accept the donation of two copies of Memories of the Home Front. This special book was published by Atria Senior Living Group and is a compilation of the stories of Atria residents across the United States in 135 communities.

The book recognizes the home front effort of women during World War II while the men were overseas. According to the book's cover, "This book celebrates the lives of heroes. It offers a unique reflection on the lives of women who were called to action on the home front and supported their families, led their communities, and strengthened the country."

Debbie Flynn, the Engaged Living Director, at the Atria-Cypresswood, was instrumental in gathering the memories of local residents, Bonnie Pyle, Shirley Moreland, Ethel Lawrence, Jean Alloway, De Alva McAnnally, Edith Tolley, Loubeth Hames, Inice Keltner, Lucille Johnson, Gladys Knight, Pauline Morrow, and Grace Bohn. Each of these women tell special stories of the changes in their lives and the sacrifices they made for the war and their loved ones. The stories are full of humor and insight.

The library is proud to have been chosen as the recipient of this valuable resource.

Circulation in the new library has more than doubled

The average number of items in circulation per month at the old Cypress Creek Library in 2002 was 30,573; in 2003, in the new library it has bloomed to 62,000 items. Circulation in June was expected to increase to 90,000+ items.

Ex-Secret Service agent: Barbara Bush's code name was absolutely perfect

Editor's Note: Jonathan Wackrow is a CNN law enforcement analyst and former agent with the US Secret Service, serving in the Presidential Protection division. He is a managing director at Teneo Risk, a strategic risk mitigation advisory firm. The opinions expressed in this commentary are his.

Former first lady Barbara Bush once said, "Nobody likes, you know, the ugly parts of politics."

On Tuesday night, the ugliness of our current political landscape dissipated for a moment as people reflected on the life of this remarkable woman.

We quietly smiled at the pictures flashing across our screens of her with her famous family, her turns in the national spotlight and the testimonials about her grit and forthright warmth.

As a special agent with the United States Secret Service, I had the opportunity to work on many protective assignments with Mrs. Bush.

While I was never permanently assigned to her detail, I am thankful for two specific moments with Mrs. Bush, ones I will cherish as defining experiences in my career and testaments to her legacy, her candor and grace.

The first occurred when I was a new agent, assigned to work a midnight shift at the Bush family's summer residence in Kennebunkport, Maine. I was walking in the front yard at daybreak, preparing to end my shift, when Mrs. Bush suddenly appeared.

In my world, it was better to be unseen, but in this instant, I was in the former first lady's full view with nowhere to hide.

Mrs. Bush gave me the warmest smile and said, "Well, it is good morning for me, but it looks like you have been up all night, so I will wish you a good night's sleep."

Stunned, I thanked her.

Former first lady Barbara Bush, the matriarch of a Republican political dynasty and a first lady who elevated the cause of literacy, died April 17, 2018, at age 92.

Here, she listens as her son, President George W. Bush, addresses an event in Orlando in 2005.

She was the second woman in US history to have had a husband and a son elected President. Her husband, George H.W. Bush, was the 41st President of the United States. Her son was the 43rd.

She was the first Secret Service protectee I had ever spoken to.

That encounter is only one of scores of examples my fellow agents could give of the genuine admiration and respect Barbara Bush showed to the people who protected her and her family – and her recognition of the sacrifices the agents made for the presidential security operation.

I can report that this ethos and gratitude resonates within the entire Bush family.

Many years later, I encountered Mrs. Bush again when she made a visit to the New Jersey area.

This time, I was driving her limo from New York City to an appointment in New Jersey. The motorcade was small and unassuming – traits that Mrs. Bush appreciated – consisting of a few Secret Service vehicles and one unmarked New York police vehicle.

But upon exiting the Holland Tunnel into New Jersey, we were joined by an assortment of New Jersey State Police vehicles and motorcycles operating with full lights and sirens.

Typically, this was not the way that the former first lady liked to travel, as it drew undue attention.

However, in this instance – with her husband's presidency behind her – she was thrilled.

Taking a quick glance in the rear-view mirror, I could see an amazing smile illuminating her face as she turned to her staff in the back seat, exclaiming, "They remember me! We have not had this much excitement since the White House!"

Barbara Bush redefined the role of first lady

After her meeting, as the motorcade started to travel back to New York, Mrs. Bush leaned forward and asked the head of her protective detail if we could stop before getting back into New York City, as she wanted to thank all the police officers who, she said, "so warmly welcomed me to New Jersey."

Peering out the limo's back windshield, I will never forget the image of Mrs. Bush shaking hands with the officers. It was a genuine moment of sincerity and unguarded kindness delivered out of the public eye, which, to me, defined this great woman.

When I was selected to the Presidential Protective Division, I attributed my desire to join the first lady's detail to those moments with Mrs. Bush. I wanted to protect the institution of the first lady to ensure that an administration's compassion and conscience would never be jeopardized.

With the utmost seriousness, Secret Service agents assigned to the first lady take the sacred responsibility of protecting a political and cultural icon, knowing full well that any harm that comes to the first lady could impede the President's ability to govern.

The United States Secret Service code name for Barbara Bush was "Tranquility."

It exemplified her demeanor and its calming, humanizing and gentle effect on those around her. **She will be forever missed.**

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