

**CAUSE NO. 380-04787-2022**

|  |   |   |
|--|---|---|
| <b>JANE AND JOHN DOE, INDIVIDUALLY</b> | § | <b>IN THE DISTRICT COURT</b>              |
| <b>AND AS NEXT FRIENDS OF JANIE</b>    | § |   |
| <b>DOE 1 AND JANIE DOE 2, MINOR</b>    | § |   |
| <b>CHILDREN,</b>                       | § |   |
| Plaintiffs,                            | § |   |
|  | § |   |
| vs.                                    | § | <b>380<sup>TH</sup> JUDICIAL DISTRICT</b> |
|  | § |   |
| <b>PROSPER INDEPENDENT SCHOOL</b>      | § |   |
| <b>DISTRICT,</b>                       | § |   |
| Defendant.                             | § | <b>COLLIN COUNTY, TEXAS</b>               |

**DEFENDANT PROSPER INDEPENDENT SCHOOL DISTRICT'S ANSWER TO  
PLAINTIFFS' ORIGINAL PETITION AND AFFIRMATIVE DEFENSES**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, Prosper Independent School District ("Prosper ISD"), Defendant in the above-entitled and numbered cause, and files this, its Answer to Plaintiffs' Original Petition and Affirmative Defenses, and would respectfully show unto the Court as follows:

**I.  
GENERAL DENIAL**

Prosper ISD, by authority of Rule 92 of the Texas Rules of Civil Procedure, exercises the right to generally deny each and every allegation contained in Plaintiffs' Original Petition, says the same are not true, in whole or in part, and, further, demands strict proof thereof. Prosper ISD reserves the right to amend its pleadings as permitted by the Rules.

Additionally, Prosper ISD contends that, should this lawsuit progress to the point at which evidence is presented to the Court or a jury, the evidence will demonstrate that Prosper ISD is entitled to judgment in its favor on all of Plaintiffs' claims. Based on information and belief formed after reasonable inquiry, Prosper ISD contends that the following facts will be established at trial:

1. Prosper ISD unequivocally forbids its employees to engage in the type of conduct which Plaintiffs allege concerning former bus driver, Frank Paniagua. Prosper ISD personnel are outraged by Mr. Paniagua's alleged conduct.

2. Prior to Saturday, May 7, 2022, when Jane Doe made a complaint about Mr. Paniagua, no Prosper ISD official or employee with supervisory authority over Mr. Paniagua had received any complaint about his conduct with students. After receiving Jane Doe's complaint, Prosper ISD never permitted Mr. Paniagua to drive a bus again. Instead, Prosper ISD personnel:

- a. reported Jane Doe's complaint to the Collin County Child Advocacy Center and the Department of Family and Protective Services;
- b. placed Mr. Paniagua on administrative leave;
- c. reviewed video recordings of the bus routes on which Janie Doe 1 and Janie Doe 2 rode;
- d. provided information to outside law enforcement agencies who were investigating Jane Doe's complaint;
- e. terminated Mr. Paniagua's employment;
- f. repeatedly communicated with Jane Doe about the situation; and

g. contacted parents of other children who rode in the elementary school bus route that Mr. Paniagua drove during that year.

3. Before hiring Mr. Paniagua, Prosper ISD personnel:

a. checked his references;

b. uploaded his fingerprints to a nationwide criminal database; and

c. used a third party vendor to run a background check encompassing national sex-offender databases, but no red flags arose.

4. The Prosper ISD employees who monitored student drop-off in the mornings at Janie Doe 1 and Janie Doe 2's school did not perceive anything out of the ordinary in connection with any bus dropping off students during the 2021-22 school year.

5. During the 2021-22 school year, Janie Doe 1 and Janie Doe 2's teachers did not observe any signs which indicated that the girls were experiencing abuse. Instead, the teachers perceived the girls as being happy, cheerful, and engaged with schoolwork and friends.

6. At 7:27 p.m. on Saturday, May 7, 2022, Jane Doe emailed the Prosper ISD Police Chief about an urgent situation regarding Mr. Paniagua, claiming, for the first time, that Janie Doe 1 and Janie Doe 2 indicated inappropriate touching and other inappropriate behavior from Mr. Paniagua.

7. During the evening of Saturday, May 7, 2022 the Prosper ISD police officer who was on duty called Jane Doe to obtain more information and then shared the information he learned from Jane Doe with Prosper ISD administrators. These administrators decided to place Mr. Paniagua on administrative leave to prevent him from having further contact with students.

8. On Sunday, May 8, 2022, the Prosper ISD police officer who spoke with Jane Doe reported Jane Doe's complaint about Mr. Paniagua to the Department of Family and Protective Services and to the Collin County Child Advocacy Center and the Collin County Child Crimes Rural Task Force.

9. During the weekend of May 7-8, 2022, Prosper ISD administrators contacted Mr. Paniagua and directed him to report to administration instead of driving his morning routes on Monday, May 9, 2022.

10. Early in the morning on Monday, May 9, 2022, Prosper ISD administrators met with Mr. Paniagua and placed him on administrative leave, forbidding him from attending school-sponsored or school-related activities.

11. Also on Monday, May 9, 2022, Prosper ISD police personnel reviewed videos from Mr. Paniagua's bus route on which Janie Doe 1 and Janie Doe 2 rode. Prosper ISD personnel provided information about these videos to investigators from the Collin County Children's Advocacy Center, the Department of Family and Protective Services, and the Collin County Child Crimes Rural Task Force and provided copies of these videos to investigators from the Collin County Children's Advocacy Center.

12. On Tuesday, May 10, 2022, Prosper ISD administrators terminated Mr. Paniagua's employment.

13. During the evening of Tuesday, May 10, 2022, Prosper ISD administrators contacted parents of other students who rode on the elementary school bus route Mr. Paniagua drove during that year.

14. Late in the evening of Tuesday, May 10, 2022 Mr. Paniagua was arrested.

15. During the morning of Wednesday, May 11, 2022, the Prosper ISD Superintendent called Jane Doe and spoke to her for more than twenty minutes. The Superintendent offered Jane Doe and her family any support the school district could provide for as long as Janie Doe 1 and Janie Doe 2 attend school in Prosper ISD. The Superintendent specifically offered support from the Prosper ISD counseling department, police department, and communications department. The Superintendent did not ask Jane Doe to stay silent.

16. During the evening of May 11, 2022, Jane Doe emailed the Superintendent thanking her for her call that morning. Jane Doe asked the Superintendent to minimize the number of people who know about the situation in order to protect the girls' anonymity. The Superintendent replied to Jane Doe's email later that evening. The Superintendent said she would make sure that the girls' Principal addresses the anonymity with the girls' teachers. The Superintendent asked Jane Doe to let her know if there was anything else she could do.

17. On May 25, 2022, Jane Doe emailed the girls' Principal to ask that the Principal not notify the girls' future teachers about the abuse. Jane Doe said there was no reason for multiple staff and teachers to be involved in this very sensitive and private matter. The Principal called Jane Doe and agreed to abide by her wishes.

## **II.** **AFFIRMATIVE DEFENSES**

1. Defendant Prosper ISD asserts and affirmatively pleads the defense of governmental immunity.

2. Defendant Prosper ISD asserts and affirmatively pleads that Plaintiffs failed to assert claims upon which relief can be granted.

3. Defendant Prosper ISD asserts and affirmatively pleads that the Court lacks

subject matter jurisdiction over some of Plaintiffs' claims.

4. Defendant Prosper ISD asserts and affirmatively pleads that it cannot be held liable under a theory of *respondeat superior*.

5. Defendant Prosper ISD asserts and affirmatively pleads that Plaintiffs Jane Doe and John Doe, Individually, lack standing to assert claims in this litigation.

6. Defendant Prosper ISD asserts and affirmatively pleads that it did not proximately cause any injuries alleged in Plaintiff's lawsuit because any such injuries were caused by intervening criminal conduct of a third party.

7. Defendant Prosper ISD asserts and affirmatively pleads that Plaintiffs cannot recover punitive damages against Defendant Prosper ISD.

8. Defendant Prosper ISD asserts and affirmatively pleads that Plaintiffs failed to mitigate their alleged damages.

9. Defendant Prosper ISD asserts and affirmatively pleads any and all applicable damage limitations and caps.

**III.**  
**PRAYER FOR RELIEF**

WHEREFORE, PREMISES CONSIDERED, Defendant Prosper ISD prays that Plaintiffs have and recover nothing, and that, on trial hereof, Defendant Prosper ISD be discharged with its costs herein, and for such other and further relief, both at law and in equity, both general and special, to which it may show itself to be justly and equitably entitled.

Respectfully submitted,

/s/ Thomas P. Brandt  
**THOMAS P. BRANDT**

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**ATTORNEYS FOR DEFENDANT  
PROSPER INDEPENDENT SCHOOL DISTRICT**

**CERTIFICATE OF SERVICE**

This is to certify that a true and correct copy of the foregoing instrument has been served to all counsel of record in compliance with Rule 21a of the Texas Rules of Civil Procedure, on the 21<sup>st</sup> day of September, 2022.

/s/ Laura O'Leary  
**LAURA O'LEARY**

## Automated Certificate of eService

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Mary Aguilar on behalf of Tom Brandt

Bar No. 02883500

maguilar@fhmbk.com

Envelope ID: 68471865

Status as of 9/21/2022 2:35 PM CST

### Case Contacts

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Associated Case Party: Prosper Independent School District

| Name                     | BarNumber | Email                 | TimestampSubmitted    | Status |
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