

CAUSE NO. \_\_\_\_\_

HARRIS COUNTY REPUBLICAN  
PARTY

*Plaintiff*

V.

ISABEL LONGORIA, IN HER  
CAPACITY AS HARRIS COUNTY  
ELECTION ADMINISTRATOR

*Defendant*

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IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

\_\_\_\_\_ JUDICIAL DISTRICT

**PLAINTIFFS' ORIGINAL PETITION AND REQUEST FOR PERMANENT  
INJUNCTION**

**TO THE HONORABLE JUDGE OF SAID COURT:**

COMES NOW, Plaintiff Harris County Republican Party ("HCRP"), and complains of Defendant Harris County Election Administrator Isabel Longoria and, for cause of action, would show the Court the following:

**PARTIES AND SERVICE**

1. Plaintiff is Harris County Republican Party with offices at 8588 Katy Freeway, Suite 445, Houston, Texas, 77024. Cindy Siegel is the Chairman of the HCRP and, for this election, the person to whom the Texas Election Code refers as "county chair". HCRP may be served through its counsel of record Steven J Mitby, Mitby Pacholder and Johnson, P.L.L.C., 2700 Research Forest Drive, Suite 100, The Woodlands, Texas 77381.

2. Respondent is Isabel Longoria in her capacity as Harris County Election Administrator. Longoria may be served through personal service at 1001 Preston St, Houston, TX 77002, or wherever she may be found.

### **JURISDICTION AND VENUE**

3. Jurisdiction is proper in this Court in that Plaintiff and Defendant are residents of the State of Texas, Defendant is a County Official of Harris County, and the acts complained of herein occurred within Harris County, Texas.

4. Plaintiff has standing to bring claims with respect the General Primary Election below as those elections were conducted on the Plaintiff's behalf. Plaintiff has associational standing to bring the claims with respect to the general election because (i) Republican Party members nominated to the general election ballot have individual standing to bring claims with respect to Defendant's threatened violations of the Texas Election Code, (ii) avoiding threatened violations of the Texas Election Code by the Defendant is germane to Plaintiff's purpose to nominate and support candidates for public office, and (iii) neither the claims asserted nor the relief requested require the participation of an individual nominee party member. *Am. Acad. of Emergency Med. v. Mem'l Hermann Healthcare Sys., Inc.*, 285 S.W.3d 35, 41 (Tex. App.—Houston [1st Dist.] 2009, no pet.) *citing S. Tex. Water Auth. v. Lomas*, 223 S.W.3d 304, 308 (Tex.2007); *Tex. Ass'n of Bus.*, 852 S.W.2d at 447–48, and *Wilchester W. Concerned Homeowners LDEF, Inc. v. Wilchester W. Fund, Inc.*, 177 S.W.3d 552, 561 (Tex.App.-Houston [1st Dist.] 2005, pet. denied).

5. Venue is proper in this Court under Tex. Civ. Prac. & Rem. Code § 15.015 because Defendant is being sued in her capacity as an election officer of Harris County, Texas. Venue is

also proper under Tex. Civ. Prac. & Rem. Code § 15.002 because the acts or omissions complained of herein occurred and are occurring in Harris County, Texas.

### **DISCOVERY CONTROL PLAN**

6. Plaintiff intends to conduct discovery under Level 3 of Texas Rule of Civil Procedure 190.4 and affirmatively pleads that this suit is not governed by the expedited actions process in Texas Rule of Civil Procedure because Plaintiff requests injunctive relief.

### **CLAIM FOR RELIEF**

7. Plaintiff seeks monetary relief over \$100,000 but not more than \$250,000 and non-monetary relief.

### **INTRODUCTION**

8. This action arises out of the worst election fiasco in Texas history. On March 1, 2022, the Republican and Democratic parties of Harris County held a Primary Election. Both parties contracted with, and relied on, Defendant to perform administrative and planning functions for that Primary Election. Among other things, Defendant was responsible for obtaining voting machines, delivering voting machines to polling locations, printing correct ballots, ensuring that each polling location received correct ballots, assigning election judges to polling locations, and a variety of other functions required to hold county-wide elections.

9. Harris County is one of the largest counties in the United States with millions of registered voters, and primary elections require extensive advance planning and preparation. To prepare properly, Defendant had to start the process months in advance. However, Defendant was appointed by Harris County Judge Lina Hidalgo – over the strenuous objections of Plaintiff – despite having no experience in election administration. Defendant completely dropped the ball,

causing a litany of election disasters that disenfranchised voters, created significant risk of fraud and miscounting, and will likely delay final canvassing.

10. Those errors include, but are not limited to, the following:

- Defendant issued incorrect ballots to certain polling locations, preventing voters from being able to vote for federal and state elected officials. Defendant not only failed to correct these errors after voters complained, but denied that the problem existed and blamed the issue on voter confusion.
- Defendant provided some ballots on the wrong size paper (8 ½ inch by 11 inch paper instead of 8 ½ inch by 14 inch paper). This mistake resulted in as many as 15-20 races being omitted from the ballots.
- Defendant failed to complete the counting of ballots within twenty-four hours of the polls closing and, despite representing that counting was complete, still has not counted all Election Day ballots.
- Defendant failed to deliver the required number of working voting machines and adequate supplies such as paper to polling locations. Further, some delivered voting machines did not function correctly.
- Defendant overrode republican appointments, of election judges and provided no notice of these unlawful changes causing confusion and leaving some locations without coverage on election day.
- Defendant removed the cameras recording vote counting before the process was complete in violation of Texas law.

## **FACTUAL BACKGROUND**

11. On or about January 13, 2022, Plaintiff and Defendant entered into a 2022 Primary Election Services Contract with County Election Officer (“Election Services Contract”). Defendant was statutorily required to enter such contract and adopt, as requested by the relevant political party, the “duties and functions” Defendant would undertake in a countywide election ordered by a county authority. This statutory background creates a clear duty for Defendant to comply with the Texas Election Code when providing services under the Agreement, regardless of whether the relevant statutes are cited in the contract. A true and correct copy of the Election Services Agreement is attached hereto as Exhibit 1.

12. Voting in the Republican Party Primary Election began on January 15, 2022, when ballots were first sent to voters who had requested and qualified for mail-in voting. Early voting began on February 14, 2022, and Primary Election Day occurred on March 1, 2022. As discussed below, Primary Election Day revealed that Defendant had failed to meet both statutory standards for her duties and materially breached multiple provisions of the Election Services Contract.

**A. Defendant interfered with the HRCP Chair’s supervision of the primary election.**

13. Under Section 1.14 of the Election Services Agreement and Section 31.093(d) of the Texas Election Code, Defendant was not allowed “to prevent the county chair ...from supervising the conduct of the primary election.” Under the statute, preventing the County Chair’s supervision is a Class B misdemeanor. Defendant interfered with the county chair’s supervision of the primary election by failing to abide by the county chair’s appointments of Presiding Judges and Alternate Judges. Defendant further interfered with the county chair’s supervision by electing to treat a 10,000 vote discrepancy in the count as a matter “for further investigation” rather than providing the county chairs and the Presiding Judges the underlying data suggesting that Defendant could not get those votes counted before a Court imposed deadline. Defendant also interfered by

failing to follow the county chair's suggestion for staffing the counting station. Each of these events is a serious breach of the Texas Election Code and Election Services Contract.

14. Plaintiff provided its Presiding Judge and Alternate Judge appointments in the format and on a spreadsheet (called "Air Table") requested by Defendant. At some point, and without notifying Plaintiff, Defendant stopped using the original spreadsheet and began a new one. On the new spreadsheet, Defendant changed a number of the Presiding Judge and Alternate Judge appointments for voting locations in the Republican Party primary. In addition, Defendant deleted at least ten individuals appointed and recorded in the Air Table by Plaintiff without notifying Plaintiff or recording it properly on the Air Table.

15. Plaintiff discovered that Defendant had stopped using the Air Table only four days before election day. HCRP Chairman Cindy Siegel requested, and Defendant provided, a spreadsheet with the election judges appointments by voting location. Plaintiff determined that Defendant had deleted a number of HCRP appointed election judges and made its own appointments in their place. The next day, Plaintiff instructed Defendant to honor Plaintiff's election judge appointments and to move the judges Defendant appointed to locations that had no assigned election judges. Defendant failed to do so. Defendant's failure to follow Plaintiff's instructions meant that a number of polling locations had no Presiding Judge or Alternate Judge assigned to the Republican voting room.

16. For example, Chairman Siegel was told by a Democratic Party clerk that the Republican judge for her preferred polling location in Bellaire had quit the night before. Plaintiff was never notified that this location was missing its Republican election judge. Plaintiff contacted the individual she had appointed as Presiding Judge and learned that Defendant had disqualified the appointee but Defendant never informed Plaintiff that she had done so.

17. The Election Services Contract and the Texas Election Code reserve the appointment of Presiding Judges and Alternate Judges to the county chair. Presiding Judges and Alternate Judges have critical roles in preserving election integrity and the appointment of election judges by both parties helps to ensure that voter confidence. Defendant's disregard for the county chair's appointments reflects Defendant's callous indifference to the election process and to her duty preserve election integrity.

18. Defendant also interfered with the county chair's supervision during the count conducted at the central counting station on March 1 - 3, 2022. At an 11:30 p.m. hearing before the 165<sup>th</sup> Judicial District Court<sup>1</sup>, Defendant notified the Court and the county chair that the Republican Primary count was completed. The reconciliation sheet suggested, however, that approximately 10,000 votes remained uncounted. Rather than inform the county chair, Cindy Siegel, of this development, Defendant noted that the discrepancy "needed further investigation" and presented the reconciliation sheet for signature by both the Democrat and Republican Presiding Judges of the counting station. Under the statute, Defendant had no authority to suggest or declare the count to be complete when it was incomplete or to withhold underlying data from the Presiding Judges in order to hide her mistake.

19. Defendant also refused to follow the recommendation of the county chair to complete the count at the central counting station. After the polls closed on March 1, Defendant reported it would take approximately 500 man hours to complete the count and provide the precinct election records to the parties. Chairman Siegel suggested utilizing members of the Early Voting Ballot Board as additional manpower to complete the count in a timely manner. Defendant refused. Defendant's refusal to follow the county chair's suggestion and utilize the Early Voting

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<sup>1</sup> The HCRP Chair had filled an application, pursuant to Tex. Elec. Code § 66.055, for the Court to impound the election records and to supervise completion of the count.

Ballot Board caused the count to be submitted untimely and for the count to be submitted before it was complete in violation of Texas Election Code §§ 65.002 and 66.053.

20. The foregoing events show actions by Defendant to circumvent the county chair in the conduct of the Republican Primary General Election. These acts prevented the county chair from supervising the election and demonstrate Defendant's disregard for the Texas Election Code while providing services with respect to the general primary election.

**B. Defendant failed to procure, distribute, and provide the necessary election supplies and voting equipment.**

21. Defendant also failed to procure, distribute, and provide the necessary voting supplies and equipment. Defendant accepted these obligations under at least Sections 1.8 and 1.9 of the Election Services Agreement. Further, Defendant's failure to provide the required supplies and equipment violated at least sections 62.002 (requiring preparations to be completed before 7 AM on election day), 124.062 (requiring the ballot to be appropriate for the voting equipment), 129.003 (requiring auditable voting systems) and other statutory provisions.

22. Defendant also failed to provide election day support with respect to voting equipment in violation of the Election Services Contract and the Texas Election Code. Defendant failed to respond to malfunctions in the electronic voting system as required under Tex. Elec. Code § 125.006 by failing to repair or replace malfunctioning equipment and failing to provide any alternate voting mechanism at polling locations where voting had stopped. Presiding Judges could not get the Defendant to answer phone calls or to provide replacement equipment in a timely fashion.

23. Defendant failed to provide the required supplies and equipment by not providing any ballots to at least one Republican voting location; by providing an inappropriate 8.5" x 11" ballots to three or four Republican voting locations when the equipment set up required 8.5" x 14"



ballots; by providing missing or inoperable equipment at approximately 200 of 375 polling locations, preventing many of those locations from opening at 7 a.m. on election day; and other issues.

24. The equipment and supply issues were caused by Defendant's gross disregard for her duties under the Election Services Agreement and under the Election Code. Election Judges were slated to pick up their polling location equipment and supplies on the morning of February 26, 2022 beginning at 8 a.m., but Defendant did not begin handing out supplies until after 11 a.m. Many judges were sent away without the necessary ballot paper and few were provided wrong sized paper. Further, Plaintiff has received reports that Defendant did not require her staff to maintain chain of custody documents for the equipment and supplies, despite those documents being necessary to verify the authenticity of ballots.

25. Defendant also failed to maintain continuous video monitoring in the central counting station. At approximately 10 p.m. on Sunday, March 6, the livestream link on YouTube was not functioning. Defendant's failure to maintain the livestream violates Texas Election Code § 127.1232(b) and her obligations under Section 1.10 of the Election Services Agreement.

26. Defendant's failure to plan for, procure, and provide the resources required to conduct the election constitute breaches of her obligations under the Election Services Contract and under the Texas Election Code. These violations further demonstrate Defendant's disregard for her duties as the county officer charged with properly conducting elections in Harris County.

### **C. Defendant failed to ensure voters received the correct ballots**

27. Defendant had the obligation to make sure the Harris County Precinct maps are correct and that the Texas Legislature and U.S. House Districts were properly defined in the voting system. Defendant did not do so. Some Republican voters in at least U.S. House District 38 and

Texas House 133 were denied the opportunity to vote in those races because the voting system was not properly programmed. Programming and testing the voting system is required under Texas Election Code and Defendant promised to do such programming and testing in the Election Services Contract.

28. The number and severity of Defendant's contractual breaches and Election Code Violations indicate bad faith on the part of the Defendant and suggests that, in the absence of Court intervention, Defendant will make the same mistakes in subsequent elections.

## **CAUSES OF ACTION**

### **Count I – Breach of Contract**

29. Plaintiff incorporates all the foregoing paragraphs as if fully set forth here.

30. Plaintiff and Defendant entered into an Election Services Agreement for Defendant to provide services with respect to Plaintiff's general primary election and runoff primary election.

31. Plaintiff performed its obligations under the agreement, including by nominating and appointing Presiding Judges and Alternate Judges, by approving candidates' eligibility as required under Texas Election Code § 141.001 and other relevant statutes, and by providing Defendant with candidate information in time for Defendant to print and begin mailing ballots by January 15, 2022.

32. Defendant breached that Election Services Agreement. Among other things, Defendant prevented Cindy Siegel, as Republican Party Chairman, from supervising the primary election, failed to procure, provide, and distribute election equipment and supplies, failed to properly program the election equipment, and failed to perform the services in compliance with the Texas Election Code.

33. Plaintiff has been harmed, and continues to be harmed, by Defendant's breaches. Among other things, Defendants breaches have prevented Plaintiff from completing the Republican Party General Primary, have required Party volunteers and staff to spend excessive time to address Defendant's breaches, and have imposed costs on the Party to communicate with members regarding election issues and the need to file this action.

34. All conditions precedent to enforcement of the Election Services Contract have occurred or have been performed.

35. Plaintiff seeks damages, costs, and attorney's fees resulting from Defendant's breaches of the Election Services Contract.

36. Plaintiff also seeks temporary injunctive relief requiring Defendant to specifically perform her remaining duties in accordance under the Election Services Contract in full compliance with the Texas Election Code; to provide all reconciliation documentation for early voting, ballot by mail and Election Day ballots immediately; to provide a specific plan for conducting the Republican Party Run-off Election on May 24, 2022; to provide the county chair an itemized inventory of equipment (by serial number) and supplies to be delivered to each polling location to be used in the Republican Party Run-off no later than 12 noon on May 17, 2022; to have sufficient personal available to receive calls regarding malfunctioning equipment from 5 a.m. until 7 p.m. on the run-off election day and to resolve those calls within 1 hour; to provide a complete list providing the name of each Presiding Judge and Alternate Judge for each polling location in the Republican Party Run-off Election no later than 12 noon on May 17, 2022 and to modify the list in accordance with any instructions provided by the county chair; to provide the county chair with an estimated turnout for the Run-off election and a list of the staff Defendant

has engaged to count the votes following the run-off ballots no later than 12 noon on May 17, 2022; to complete the count within twenty four hours of the polls closing for the Run-off election.

**Count II – Violations of the Texas Election Code**

37. Plaintiff incorporates all the foregoing paragraphs as if fully set forth here.

38. Defendant has an obligation to comply with the Texas Election Code in performing election services under an Election Services Agreement or for a general election as the election officer for Harris County.

39. Defendant has violated the Election Code by failing to prepare the voting system and election supplies for the Harris County Republican Party General Primary. Among other things, Defendant violated Texas Election Code §§ 31.093, 32.006, 62.002, 66.053, 124.062, and 129.003.

40. Plaintiff has been harmed by Defendant's failure to comply with the Texas Election Code because Plaintiff has been unable to complete the general primary election in the time required by law and because of additional costs imposed on Plaintiff because of Defendant's violations.

41. Plaintiff's members have been harmed due to the uncertainty of the primary election results and delays in receiving those results. Further, Plaintiff's members will be harmed if Defendant violates the Texas Election Code during the conduct of the general election.

42. Defendant's violations of the Texas Election Code are continuing and Defendant's conduct suggests a disregard for the requirements of the Code in performing her duties as Harris County Elections Administrator.

43. Plaintiff therefore requests, pursuant to Texas Election Code 273.081, temporary injunctive relief as recited in paragraph 37 above and permanent injunctive relief requiring

Defendant to comply with the requirements of the Texas Election Code and to prevent harm caused to Plaintiff and its members by Defendant's violations and threatened violations of the Texas Election Code.

### **REQUEST FOR EXPEDITED DISCOVERY**

44. Plaintiff requests expedited discovery in this matter in support of its request for temporary injunction. Plaintiff requests that the Court Order:

- a. Plaintiff may serve 25 Requests for Production on Defendant and Defendant will produce responsive documents within 14 days of being served with the requests.
- b. Plaintiff may serve 10 interrogatories on Defendant and Defendant will respond within 14 days of being served with the requests.
- c. Defendant Isabell Longoria is ordered to present herself for Deposition in this matter on a date mutually acceptable to Plaintiff and Defendant between April 4 and April 12, 2022.

### **PRAYER**

**WHEREFORE, PREMISES CONSIDERED,** Petitioner requests that citation be issued, that Respondent be cited to appear and:

1. Damages for breach of contract in an amount to be shown at trial.
2. Temporary injunctive relief as recited herein;
3. That Discovery in this case be expedited with respect to Plaintiff's request for temporary injunction;
4. A permanent injunction issue requiring Defendant to comply with the Texas Election Code;

5. Prejudgment and post judgment interest;
6. Court costs;
7. Attorney Fees;
8. All such further relief to which Plaintiff is entitled.

Filed this 7<sup>th</sup> day of March, 2022.

Respectfully submitted,

**MITBY PACHOLDER JOHNSON PLLC**

/s/ Steven J. Mitby

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