

167

WARRANT OF ARREST

**D1DC09301068**

THE STATE OF TEXAS  
VS.

DA CONTROL #:

**NAME:** Don Lee Creamer  
**Aliases:**  
**W / M**  
**ADDRESS:** 15300 FM 969  
**CITY:** Austin, TX 78724

**AUSTIN POLICE DEPARTMENT**  
**OFFENSE #: 09-5015800**  
**OFFENSE DATE: 03/20/2009**  
**PEACE OFFICER: Detective R. Loosier**

THE STATE OF TEXAS  
TO ANY PEACE OFFICER OF THE STATE OF TEXAS, GREETINGS  
Filed in The District Court  
of Travis County, Texas

You are hereby commanded to arrest:

Donald Lee Creamer

MNI  
28462

MAY 13 2009  
9:07 a  
At Amalia Rodriguez-Mendoza, Clerk

If to be found in your County and bring him/her before me, Judge at the Municipal Court, Travis County, Texas, at my office in Austin, in said county, Travis, then and there to answer the State of Texas for an offense against the laws of said State, to-wit:

Theft - State Jail Felony

of which offense he/she is accused by the written complaint, under oath, of Detective R. Loosier #4124 filed before me.

HEREIN FAIL NOT but of this writ make due return, showing how you have executed the same.  
WITNESS my official signature, this 5th day of May A.D. 2009.

BOND \$: 10,000<sup>00</sup>

id + n / no

*Alfred D. [Signature]*  
Judge, Municipal Court  
City of Austin  
Travis County, Texas



**PEACE OFFICER'S RETURN:**

Came at hand the \_\_\_\_\_ day of \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M. and executed on the \_\_\_\_\_ day of \_\_\_\_\_ A.D., \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., by arresting the within named \_\_\_\_\_ in \_\_\_\_\_ County, Texas, and taking his bond, placing him in jail at \_\_\_\_\_.

I actually and necessarily traveled \_\_\_\_\_ miles in the service of this writ, in addition to any other mileage that I may have traveled in the service of other process in this cause in the same trip.

FEES-MILEAGE: \$ \_\_\_\_\_  
Making arrest: \$ \_\_\_\_\_  
Taking bond: \$ \_\_\_\_\_  
Commitment \$ \_\_\_\_\_  
Release \$ \_\_\_\_\_  
Total \$ \_\_\_\_\_

BY \_\_\_\_\_



Audrey and Jacqueline quickly got into Jacquelines vehicle and began to follow the tow truck pulling Audrey's vehicle southbound on S 1<sup>st</sup> street. The tow truck then turned left onto W. Oltorf (eastbound). The tow truck driver then turned into HEB parking lot located at South Congress and West Oltorf and began to finish loading Audreys vehicle and placed dollies on the vehicle. Audrey took several photo's of her vehicle being towed by the tow truck and show's the vehicle not fully prepared for transport. Audrey also took a photograph that depicts the vehicles condition in the HEB parking lot.

On April 3, 2009 I interviewed Gilbert Moreno. In a sworn statement, Gilbert Moreno stated he was the Director of Asset Protection for the Whataburger Corporation. Gilbert stated he personally contacted Donald Creamer with Central Towing and asked if they had a contract with Central Towing. Donald Creamer told Gilbert Moreno that Central Towing did have a contract and that when Central Tow's a vehicle off the property they notify management. Gilbert gave me a copy of the contract that Central Towing gave him. The contract was with a company named "A Better Wrecker Service" the contract was signed on June 30, 1991.

On April 9, 2009 I interviewed Isis Gutierrez. In a sworn statement Isis told me she is the general manager of Whataburger Unit #346 located at 601 Barton Springs Road and was working the night of March 20, 2009. Isis told me neither she or her employees did not request any tow company to remove any vehicles from her property. Isis was not contacted by any one from any tow company nor did she speak with anyone from a tow company.

Texas Occupations Code 2308.255 section (d) states: A towing Company may remove and store a vehicle under Subsection (a) only if the parking facility owner requests that the towing company remove and store specific vehicle, or has a standing written agreement with the towing company to enforce parking restrictions in the parking facility from which the vehicle will be removed.

Texas Occupations Code 2308.255 section states (d) A towing company may remove and store a vehicle under Subsection (a) only if the parking facility owner:

- (1) requests that the towing company remove and store the specific vehicle; or
- (2) has a standing written agreement with the towing company to enforce parking restrictions in the parking facility from which the vehicle will be removed.

The parking facility did not request Audrey Crowells 1998 Mercury Mountaineer be removed. The parking facility has no agreement with Central Towing.


City of Austin ordinance does not allow a wrecker driver to charge a fee unless the tow truck is Fully prepared for transport. City of Austin ordinance 13-6-76 describes a fully prepared for transport as a vehicle that is attached to a tow truck, is lifted, with tow lights and safety chains attached and, if required, is placed on a dolly in a raised position.

State law requires tow truck companies and vehicle storage facilities to notify the law enforcement agency of impounded vehicles. Austin Police Department Tow records show that Donald Creamer impounded Audrey Crowells 1998 Mercury Mountaineer.

Donald Creamer after being mirandized admitted to taking the vehicle.

Audrey Crowell did not give anyone permission to take her vehicle.

It is the belief of this affiant that Donald Lee Creamer did unlawfully appropriate property valued between \$1,500.00 and \$20,000.00, belonging to Audre Crowell without the effective consent, with intent to deprive him of the property by not restoring the property until payment and compensation. The value of this vehicle has a suggested retail value of \$3,518 according to Kelly Blue Books web site for used vehicles values dated on 0/08/2009. By his actions Donald Creamer has committed the actions of Theft / State Jail Felony.

  
\_\_\_\_\_  
Affiant

SWORN AND SUBSCRIBED TO before me by the said Affiant, Detective R. Loosier #4124 on  
this the ~~5~~ day of May, 2009

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Alfred D. Jenkins III  
MAGISTRATE, AUSTIN MUNICIPAL COURT,  
AUSTIN, TRAVIS COUNTY, TEXAS

12 A01  
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On this the ~~5~~ day of May, 2009, I hereby acknowledge I have examined the foregoing affidavit and  
have determined that probable cause does exist for the issuance of a warrant of arrest for the  
individual (s) accused therein.

Alfred D. Jenkins III  
MAGISTRATE, AUSTIN MUNICIPAL COURT,  
AUSTIN, TRAVIS COUNTY, TEXAS

