

RITA Rodgers

CAUSE NO. DC-14-03404**DEVIN HARRIS AND MEGHAN  
HARRIS,****Plaintiffs,****vs.****THE CARLISLE SCHOOL, INC. AND  
REV. CANON RICHARD CARLISLE,  
INDIVIDUALLY****Defendant.**§  
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§**IN THE DISTRICT COURT****\_\_\_\_ JUDICIAL DISTRICT****DALLAS COUNTY, TEXAS****DEVIN AND MEGHAN HARRIS' ORIGINAL PETITION**

Plaintiffs Devin and Meghan Harris ("Harris" or "Plaintiffs") file this Original Petition complaining of Defendants The Carlisle School (the "School"), and Rev. Canon Richard Carlisle, individually ("Rev. Carlisle") (collectively "Defendants") as follows:

**I. INTRODUCTION**

Defendants' fraudulent conduct in misrepresenting the nature of the Carlisle School, its scholastic offerings, and the resources it pledged to the students enrolled at its facilities has compelled Plaintiffs to file this lawsuit. Defendants misrepresented the quality of education, the faculty/student ratio, and the age groupings of student classes at the Carlisle School in order to induce Plaintiffs into enrolling their minor child, CH.<sup>1</sup> Upon discovering the true nature of the educational environment at the Carlisle School, Plaintiffs immediately withdrew their child. Having been officially enrolled for only 48 hours, Plaintiffs demanded a refund of the substantial pre-payment they made to the Carlisle School. Plaintiffs have made multiple demands for the

<sup>1</sup> Plaintiffs' child shall be referred to herein by her initials only.

return of the funds, but Defendants have consistently refused to return funds they never earned, and which were secured by fraud. Accordingly, Plaintiffs bring this suit for recovery of monetary damages.

## **II. DISCOVERY LEVEL**

1. Plaintiffs intend to conduct discovery pursuant to the expedited action process outlined in Texas Rules of Civil Procedure 169 and Rule 190.2 of the Texas Rules of Civil Procedure.

2. Pursuant to Rule 47 of the Texas Rules of Civil Procedure, Plaintiffs state that this claim for relief includes only monetary relief of \$100,000 or less, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees.

## **III. PARTIES**

3. Plaintiffs Devin Harris and Meghan Harris are married individual residents of the state of Texas, County of Dallas who currently resides in Dallas. Plaintiffs can be contacted through the undersigned counsel.

4. Defendant the Carlisle School is a Texas Domestic non-profit corporation that forfeited its corporate existence pursuant to Section 171.309 of the Texas Tax Code on July 29, 2005. The Carlisle School continues to maintain a business address of 4705 Lovers Lane West, Dallas TX 75209 and can be served by serving its Director Rev. Cannon Richard Carlisle at that address.

5. Defendant Rev. Cannon Richard Carlisle is an individual resident of the State of Texas who operates as the Director of the Carlisle School, and can be served at his business address 4705 Lovers Lane, West, Dallas TX 75209.

#### IV. JURISDICTION

6. This Court has subject matter jurisdiction over this action because the amount in controversy exceeds the Court's minimum jurisdictional amount.

7. This Court has personal jurisdiction over Defendant the Carlisle School because the Carlisle School is a Texas corporation doing business in Dallas, TX. Furthermore, the acts complained of by the Carlisle School occurred in Dallas, and The School and is a party to the contract made partially the subject of this suit which was performed, in whole or in part in Dallas, County, Texas

8. This Court has personal jurisdiction over Rev. Carlisle because Rev. Carlisle is a resident of the state of Texas, has done business in Texas and committed the fraudulent and otherwise tortious acts complained of herein in whole or in part in Dallas, County, Texas.

#### V. VENUE

9. Venue is proper in Dallas County, Texas pursuant to TEX. CIV. PRAC. & REM. CODE ANN. § 15.002 because a substantial part of the events giving rise to these claims occurred in Dallas County.

## **VI. FACTUAL BACKGROUND**

10. Plaintiffs desired to find a suitable scholastic environment for their minor child, CH. In attempting to locate an appropriate environment, Plaintiffs were introduced to Rev. Carlisle and the Carlisle School.

11. In investigating the Carlisle School to determine if it was, indeed an appropriate location for their minor daughter, Rev. Carlisle made numerous representations about the quality of education CH was to receive, the student teacher ratio, and the history of the Carlisle School.

12. Among the various representations, Rev. Carlisle represented that CH would be in a class appropriate for her age, with students of similar ages. Rev. Carlisle represented that CH would be supervised by faculty in a ratio that far better than the state mandated minimums, and that the Carlisle school was both economically sound and in receipt of the highest accreditation.

13. Prior to enrolling CH Rev. Carlisle additionally stated to Plaintiffs that the staff of The School included not only himself, but also included his wife and no fewer than two other assistants. Rev. Carlisle further stated that he would personally be present at The School each school day to monitor the children and the staff.

14. Rev. Carlisle further indicated that the Carlisle School had received a clean compliance rating from the Texas Department of Family and Protective Services, and was an entity in good standing with the State of Texas.

15. As a result of these and other representations, Plaintiffs began the enrollment process for their daughter.

16. On October 1, 2013, Plaintiffs enrolled their daughter at the Carlisle School by completing and signing the Registration and Tuition Schedule (the "Tuition Schedule") provided to them by the Carlisle School. Plaintiffs elected the nine month installment option on the



Tuition Schedule. Accordingly, the Tuition Schedule provided, among other provisions, that tuition was due in nine equal monthly installments, due on the first day of each month.

17. Given Plaintiffs' extensive travel schedule, and as a result of Plaintiffs' desire to ensure prompt and timely payment, contemporaneous with the Tuition Schedule Plaintiffs provided a substantial pre-payment of the nine monthly installments, in the amount of \$6,650.00.

18. Plaintiffs clearly indicated their election of the nine month installment option by marking the box containing this option at the bottom of the Tuition Schedule, prior to the signature line.

19. Less than 48 hours after providing the executed Tuition Schedule, Plaintiffs became aware of serious deviations from the environment represented personally by Rev. Carlisle. Specifically, Plaintiffs' child was not placed in the age-appropriate classroom which was represented by Rev. Carlisle, nor was CH provided the supervision ratio that Defendants represented would be provided. Additionally, Plaintiffs discovered that Rev. Carlisle was not present at The School as represented, and the assistants charged with the care of the students were unable to communicate or relay information to Plaintiffs because they were not conversant in English.

20. Furthermore, upon conclusion of the second day of enrollment for CH, Plaintiffs discovered their minor daughter wandering the facility in tears, with no one consoling her or attending to her. When the staff was questioned about the reasons CH was so upset, once again the language barrier prevented any meaningful explanation.

21. The foregoing activities were emblematic of the recent operations at The School. For example, in September of 2013 alone, the Carlisle School had three (3) High Standard Risk Level Deficiencies discovered by the Texas Department of Family and Protective Services, with

one such incident indicating that children were not being properly supervised.<sup>2</sup> Furthermore, the Carlisle School appears to have forfeited its corporate existence as of July 29, 2005 by its failure to pay appropriate taxes.

22. Plaintiffs immediately contacted the school and requested immediate withdrawal of CH. The withdrawal was granted, and the Carlisle School indicated that a full refund would be provided. No such refund was ever provided, despite repeated demand by Plaintiffs.

23. As a result of the aforementioned conduct of Defendants, Plaintiffs have sustained damages in excess of the minimum jurisdictional limit of this Court. Accordingly, Plaintiffs were forced to retain trial counsel, and file the instant action.

## **VII. CAUSES OF ACTION**

### **A. FRAUD**

24. Plaintiffs incorporate each of the preceding paragraphs as though set forth fully herein.

25. The Carlisle School and Rev. Carlisle in his individual capacity made material representations to Plaintiffs as more fully set forth above, and those material representations were false.

26. When Rev. Carlisle made the representations, he knew that that the material representations were false, or made such representations recklessly without any knowledge of their truth and as a positive assertion.

27. The representations were made with the intent that they should be acted upon by Plaintiffs, and that Plaintiffs should enroll their daughter in the Carlisle School.

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<sup>2</sup>[http://www.dfps.state.tx.us/Child\\_Care/Search\\_Texas\\_Child\\_Care/CCLNET/Source/Provider/ppComplianceHistory.aspx?fid=115544&wgt=5&tab=2](http://www.dfps.state.tx.us/Child_Care/Search_Texas_Child_Care/CCLNET/Source/Provider/ppComplianceHistory.aspx?fid=115544&wgt=5&tab=2)

28. Plaintiffs in fact relied upon these representations and enrolled their daughter in the Carlisle School.

29. As a direct and proximate result, Plaintiffs prepaid over \$6,000 to Defendants, which Defendants now refuse to return. Such refusal has damaged Plaintiffs.

**A. NEGLIGENT MISREPRESENTATION**

30. Plaintiffs incorporate each of the preceding paragraphs as though set forth fully herein.

31. The Carlisle School and Rev. Carlisle, in his individual capacity, provided information in the course of their business related to the Carlisle School, and the nature of the activities at the school, as more fully articulated above.

32. The information supplied by Defendants was false.

33. Defendants did not exercise reasonable care or competence in obtaining or communicating the information related to the activities of the Carlisle School.

34. The Plaintiffs justifiably relied on the information provided by the Carlisle School and Rev. Carlisle.

35. The Plaintiffs suffered damages proximately caused by their reliance on the false information.

**B. DECLARATORY JUDGMENT – The Carlisle School**

36. Plaintiffs incorporate each of the preceding paragraphs as though set forth fully herein.

37. A justiciable controversy exists between Plaintiffs and Defendants regarding their respective rights, status, and other legal relations under the Tuition Schedule.

38. Plaintiffs respectfully request that the Court construe the Tuition Schedule and seek a determination and declaration that, in accordance with the terms of the Tuition Schedule, (i) The Tuition Schedule provides that such agreement is a nine-month installment contract, (ii) that the terms of such Tuition Schedule provide that each "enrollment term" is equal to no more than a one month; and (iii) the term "payment period" is equal to one month of the nine month installment period.

39. Pursuant to TEX. CIV. PRAC. & REM. CODE § 37.009, Plaintiffs are entitled to an award of its costs and reasonable and necessary attorney's fees as are equitable and just.

**C. BREACH OF CONTRACT – The Carlisle School**

40. Plaintiffs incorporate each of the preceding paragraphs as though set forth fully herein.

41. The Tuition Schedule constitutes a valid and binding contract that Plaintiffs entered with the Carlisle School.

42. Having failed to fulfill the terms under the contract, and more specifically failing to refund the portion of tuition payment for eight of the nine terms for which the payment period had not yet commenced, the Carlisle School has breached the terms of the Tuition Schedule, and retained funds which have not been earned, and for which no services have been rendered.

43. As a result of the Carlisle School's breach of this agreement, Plaintiffs seeks to recover all of their damages, actual and consequential, resulting from this breach, including but not limited to attorneys' fees.

**VIII. ATTORNEYS' FEES**

44. Plaintiffs incorporate each of the proceeding paragraphs as though set forth fully herein.



45. As a result Defendants' actions and conduct, Plaintiffs were forced to retain counsel and proceed with this litigation. Pursuant to TEX. CIV. PRAC. & REM. CODE §§ 37.009, and 38.001, Plaintiffs are entitled to and seek recovery for all their reasonable attorneys' fees and court costs incurred in prosecuting this claim.

#### **IX. CONDITIONS PRECEDENT**

46. Plaintiffs incorporate each of the proceeding paragraphs as though set forth herein.

47. Pursuant to Rule 54 of the Texas Rules of Civil Procedure, all conditions to Plaintiffs' claims have been performed, have occurred, or have been waived.

#### **X. TEXAS RULE OF CIVIL PROCEDURE RULE 47 STATEMENT**

48. Plaintiffs incorporate each of the proceeding paragraphs as though set forth herein.

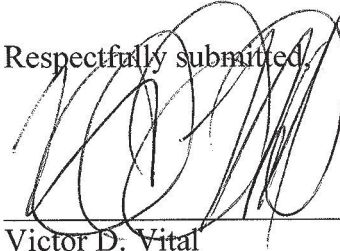
49. Pursuant to Rule 47 of the Texas Rules of Civil Procedure, the Plaintiffs set forth that the foregoing action seeks only monetary relief of \$100,000 or less, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorneys' fees and is therefore subject to the expedited actions procedures outlined in the Texas Rules of Civil procedure.

#### **XI. REQUEST FOR RELIEF**

WHEREFORE, Plaintiffs respectfully requests that Defendants be cited to answer and appear, and that, upon final judgment, the Court render the declarations set forth herein, award Plaintiffs actual, special, and consequential damages, together with pre-judgment and post-judgment interest at the highest rates allowed by law, all costs of court, and such other and

further relief, whether general or special, at law or in equity, to which Plaintiffs may be justly entitled.

Respectfully submitted,



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