

CAUSE NO. DC-14-03404

DEVIN HARRIS AND MEGHAN
HARRIS,

Plaintiffs,

v.

THE CARLISLE SCHOOL, THE
CARLISLE SCHOOL, INC. AND REV.
CANON RICHARD CARLISLE,
INDIVIDUALLY

Defendants.

§ IN THE 68TH JUDICIAL

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DISTRICT COURT OF

DALLAS COUNTY, TEXAS

DEFENDANTS THE CARLISLE SCHOOL, THE CARLISLE SCHOOL, INC., AND
REV. CANON RICHARD CARLISLE'S TRADITIONAL
MOTION FOR SUMMARY JUDGMENT

TO THE HONORABLE JUDGE:

NOW COME Defendants the Carlisle School ("the School"), the Carlisle School, Inc.¹, and Rev. Canon Richard Carlisle ("Rev. Dr. Carlisle") (collectively, "Defendants") and file their Traditional Motion for Summary Judgment against Plaintiffs Devin Harris and Meghan Harris ("Plaintiffs") and would respectfully show the Court the following:

I. SUMMARY OF THE CASE

This dispute arises out of a written contract in which the School agreed to provide educational services to "CH," the daughter of Devin and Meghan Harris, for one Academic Year. In exchange, Plaintiffs agreed to pay tuition of \$6,650.00 for the Academic Year.

The School is a private preschool and kindergarten that has been providing bilingual education for children in Dallas, Texas for approximately twenty (20) years. Rev. Dr. Richard Carlisle is an Episcopalian priest who, together with his wife, has devoted his life to educating children in addition to his ministerial duties to the church. Plaintiffs Devin and Meghan Harris

¹ The correct name for the Carlisle School is the Carlisle School. The Carlisle School, Inc. is no longer in business.

are a married couple famous for Mr. Harris's career as a professional basketball player, most recently for the Dallas Mavericks. Mr. Harris recently agreed to a new three-year deal with the Dallas Mavericks in which he will earn in excess of \$9,000,000.00 (nine million dollars).²

Meghan Harris enrolled CH at the School on October 1, 2013 and signed a contract agreeing to pay tuition for the full 9 month Academic Year. On October 1, 2013, Ms. Harris acknowledged receipt of the School's policies, which explicitly stated that the School's enrollment term is for a full Academic Year and no refunds are issued if a child is removed from the School before the completion of the Academic Year.

On October 4, 2013, Plaintiffs paid \$6,650.00 in tuition for the Academic Year. CH attended the School without incident through October 9, 2013. On or about October 10, 2013, Plaintiff Meghan Harris informed the School that CH would no longer be attending because Ms. Harris's employment situation had changed and the location of the School was no longer convenient.

Subsequently, Plaintiffs launched a campaign to attempt to coerce the School to refund their tuition, although the contract explicitly stated tuition is non-refundable. Plaintiffs dispatched at least three (3) individuals to the School during school hours, disrupting the normal school operations. Not getting the result they desired, the Harrises dispatched another third party to call Rev. Dr. Carlisle repeatedly during school hours and after school hours, demanding money and causing Rev. Dr. Carlisle distress. On one day, that individual called Rev. Dr. Carlisle no less than four (4) times between 12:57 p.m. and 6:57 p.m. Unable to get their way by coercion, Plaintiffs then filed this lawsuit.

² Eddie Sefko, *Mavericks Give Devin Harris 3-year Deal; with Carmelo Anthony Probably Out of Picture, Club Likely to Focus on Deng, Others*, DALLAS MORNING NEWS, July 5, 2014, available at <http://www.dallasnews.com/sports/dallas-mavericks/headlines/20140705-mavericks-give-devin-harris-3-year-deal-with-carmelo-anthony-probably-out-of-picture-club-likely-to-focus-on-deng-others.ece>.

II. SUMMARY JUDGMENT EVIDENCE

In support of their Motion, Defendants submit the following summary judgment evidence and incorporate the evidence into this Motion for all purposes:

Exhibit “A”: Affidavit of Defendant Rev. Dr. Richard Carlisle;

Exhibit “B”: True and correct copy of School Policies received by Meghan Harris on October 1, 2013;

Exhibit “C”: True and correct copy of first and last page of Admission Information signed by Meghan Harris and provided to the Carlisle School on October 1, 2013;

Exhibit “D”: True and correct copy of Registration & Tuition Schedule signed by Meghan Harris on October 1, 2013;

Exhibit “E”: True and correct copy of painting by CH at the Carlisle School on October 7, 2013;

Exhibit “F”: True and correct copy of painting by CH at the Carlisle School on October 9, 2013;

Exhibit “G”: True and correct copy of Plaintiffs’ Responses to Defendant’s Request for Disclosure dated May 28, 2014;

Exhibit “H”: Affidavit of Claire E. James, attorney for Defendants, in support of attorney’s fees, expenses, and costs.

III. STATEMENT OF THE UNCONTESTED FACTS

1. On October 1, 2013, Plaintiff Meghan Harris enrolled CH at the School. *Exhibit A* at ¶ 4; *Exhibit B* at § III, ¶ 2, *Exhibit C*; *Exhibit D*. During enrollment, Ms. Harris received, reviewed, and acknowledged receipt of the Parties’ contract entitled Enrollment Packet. *Exhibit A* at ¶ 5, 7, 8, 9; *Exhibit B*; *Exhibit C*; *Exhibit D*. The Enrollment Packet contained written School Policies that stated, in pertinent part, the following:

2. REGISTRATION: Each child is registered minimally for an Academic Year (nine months), and monthly or semester payments, if opted for the year, must be paid promptly in order that school operations can stay on budget of instructional and care programs. **Caveat: Tuition is not refundable. Removal of a child for**

periods of time within the Academic Year does not cancel the full tuition obligation for that given period of time. Since the minimal tuition obligation is for the Academic Year, the remaining tuition for any child withdrawn before the end of the year is due and payable upon withdrawal.

Exhibit A at ¶ 6; *Exhibit B* at § III, ¶2 (emphasis in original).

2. The Enrollment Packet also contained Admission Information sheets that Ms. Harris filled out and returned to the School. *Exhibit A* at ¶ 7-8; *Exhibit C*; *Exhibit D*. On the first page of the Admission Information sheets, Ms. Harris acknowledged that she received a copy of the School Policies described above. *Exhibit A* at ¶ 8; *Exhibit C* at § 4.

3. The Enrollment Packet also contained a Registration & Tuition Schedule, in which Ms. Harris opted to pay CH's tuition for the Academic Year in monthly installments. *Exhibit A* at ¶ 9; *Exhibit D*. The Tuition Schedule reiterated that "**[f]ees are not refundable. Removal of the child for periods of time within the enrollment term does not abrogate or diminish the full tuition obligation for that period of time. The remaining monthly tuition installments for any child withdrawn before the end of the payment period are due and payable upon withdrawal of the child.**" *Exhibit D* (emphasis in original).³

4. CH began attending the School. On October 4, 2013, Plaintiff Devin Harris paid the tuition for the Academic Year. *Exhibit A* at ¶ 10.

5. On October 7, 2013, CH attended school with no incident and participated in activities including watercolor painting. *Exhibit A* at ¶ 11; *Exhibit E*. On October 9, 2013, CH attended school with no incident and again participated in age-appropriate activities. *Exhibit A* at ¶ 12; *Exhibit F*.

³ Ms. Harris also signed the Admission Information sheet stating she received the School Policies. *Exhibit A* at ¶ 6; *Exhibit B* at § III, ¶2.

6. On October 10, 2013, Ms. Harris contacted the School to explain that her work situation had changed and the location of the School was no longer convenient for her. *Exhibit A* at ¶ 13.

As a result, Ms. Harris said CH would no longer attend the School. *Exhibit A* at ¶ 13.

7. Subsequently, Plaintiffs began demanding that the School refund their tuition. First, a man showed up at the School during school hours demanding documents on behalf of the Harrises. The man did not identify himself. Another day, two (2) men showed up at the School during school hours purportedly on behalf of the Harrises. *Exhibit A* at ¶ 14. These men also did not identify themselves. Next, an individual named Darryl Cohen began calling Rev. Dr. Carlisle repeatedly, claiming to “represent” the Harrises. Mr. Cohen continued calling the School demanding money for months. On some days Mr. Cohen called Rev. Dr. Carlisle up to four (4) times in a five-hour period. *Exhibit B* at ¶ 15.

8. In January 2014, the School and Rev. Dr. Carlisle were forced to retain counsel to direct Mr. Cohen to cease and desist harassing the School and Rev. Dr. Carlisle.

9. On April 1, 2014, Plaintiffs, having failed through intimidation to achieve their desired result, filed this lawsuit alleging fraud, negligent misrepresentation, and breach of contract and asking for a declaratory judgment construing the Parties’ contract.

IV. STANDARD OF REVIEW UNDER RULE 166a(c)

To succeed on a traditional motion for summary judgment, a defendant must show there is no genuine issue of material fact as to the plaintiff’s cause of action. TEX. R. CIV. P. 166a(c); *Southwestern Elec. Power Co. v. Grant*, 73 S.W.3d 211, 215 (Tex. 2002). A defendant who conclusively negates at least one essential element of the plaintiff’s cause of action or conclusively establishes an affirmative defense is entitled to summary judgment on that claim.

Id.; *Frost Nat'l Bank v. Fernandez*, 315 S.W.3d 494, 508 (Tex. 2010); *Huckabee v. Time Warner Entm't Co.*, 19 S.W.3d 413, 420 (Tex. 2000).

A matter is conclusively established if reasonable people could not differ on the conclusion to be drawn from the evidence. *City of Keller v. Wilson*, 168 S.W.3d 802, 816 (Tex. 2005). Once the movant establishes he or she is entitled to summary judgment, the burden shifts to the non-movant to show why the Court should not grant summary judgment.

V. TRADITIONAL SUMMARY JUDGMENT MOTION

A. Declaratory Relief

Defendants are entitled to summary judgment on Plaintiffs' claim for declaratory relief because the Declaratory Judgments Act is "not available to settle disputes already pending before a court." *Heritage Life v. Heritage Group Holding*, 751 S.W.2d 229, 235 (Tex. App. – Dallas 1988, writ denied); *John Chezik Buick v. Friendly Chevrolet*, 749 S.W.2d 591, 594 (Tex. App. – Dallas 1988, writ denied); *see also Tex. Liquor Control Bd. v. Canyon Creek Land Corp.*, 456 S.W.2d 891, 895 (Tex. 1970) ("a declaratory judgment will not lie if there is a pending action between the parties which might resolve the exact issues at hand."). A request for declaratory judgment that is merely duplicative of other claims for which remedies are available is redundant and cannot stand. *See, e.g., US Bank N.A. v. Prestige Ford Garland Ltd. P'ship*, 170 S.W.3d 272, 278-79 (Tex. App. – Dallas 2005, no pet.).

For example, the Dallas Court of Appeals upheld the trial court's summary judgment in favor of Prestige Ford when US Bank initially sued Prestige Ford for allegedly converting vehicles. US Bank then added a claim for declaratory relief that US Bank was the owner of the vehicles. *Id.* The court stated "US Bank had no need for declaratory relief on the ownership issue because it had already placed that issue before the trial court." *Id.* at 278. The trial court did not

err in granting summary judgment on behalf of Prestige Ford on US Bank's declaratory judgment action. *Id.*

Here, Plaintiffs' request for declaratory relief is similarly unnecessary and redundant. Plaintiffs ask the Court to enter a declaratory judgment construing the language of the Parties' contract, yet Plaintiffs have also sued for breach of contract. The contract interpretation issue is already before the Court. The Court's determination of Plaintiffs' breach of contract claim will resolve the issue raised in Plaintiffs' request for declaratory judgment. Defendants are entitled to summary judgment on Plaintiffs' claim for declaratory relief.

B. Breach of Contract

Additionally, or alternatively, Defendants are entitled to summary judgment on Plaintiffs' breach of contract claim because the summary judgment evidence conclusively negates at least one essential element of Plaintiffs' cause of action for breach of contract.

The essential elements of breach of contract are: (1) a valid contract existed; (2) the plaintiff performed or tendered performance; (3) the defendant breached the contract; and (4) the plaintiff was damaged as a result of the defendant's breach. *See, e.g., Levetz v. Sutton*, 404 S.W.3d 798, 803 (Tex. App. – Dallas 2013, pet. denied). Plaintiffs claim the School and Rev. Dr. Carlisle breached by failing to refund CH's tuition. The summary judgment evidence conclusively negates this claim because the contract did not require the School or Rev. Dr. Carlisle to refund any portion of CH's tuition.

The contract explicitly states two (2) times that tuition is not refundable. The Parties' contract consists of an Enrollment Packet, including School Policies and a Registration & Tuition Schedule. The School Policies portion states:

2. REGISTRATION: Each child is registered minimally for an Academic Year (nine months), and monthly or semester payments, if opted for the year, must be

paid promptly in order that school operations can stay on budget of instructional and care programs. **Caveat: Tuition is not refundable. Removal of a child for periods of time within the Academic Year does not cancel the full tuition obligation for that given period of time. Since the minimal tuition obligation is for the Academic Year, the remaining tuition for any child withdrawn before the end of the year is due and payable upon withdrawal.**

Exhibit A at ¶ 6; *Exhibit B* at § III, ¶ 2 (emphasis in original).

The Registration & Tuition Schedule then states:

“[f]ees are not refundable. Removal of the child for periods of time within the enrollment term does not abrogate or diminish the full tuition obligation for that period of time. The remaining monthly tuition installments for any child withdrawn before the end of the payment period are due and payable upon withdrawal of the child.”

Exhibit D (emphasis in original). Ms. Harris signed the Registration & Tuition Schedule and signed the Admission information page in which she acknowledging receiving the School Policies. *Exhibit C; Exhibit D*. The contract speaks for itself. The Parties’ contract did not require Defendants to refund CH’s tuition after Plaintiffs unilaterally removed CH from the School for reasons beyond Defendants’ control. There is no breach. Defendants are entitled to summary judgment on Plaintiffs’ breach of contract claim.

C. Negligent Misrepresentation

1. Plaintiffs’ claim is barred by the economic-loss rule.

The economic-loss rule bars a plaintiff from maintaining a tort action when the plaintiff only seeks to recover for economic loss to the subject matter of a contract. *E.g., Wansey v. Hole*, 379 S.W.3d 246, 248 (Tex. 2012) (per curiam); *1/2 Price Checks Cashed v. United Auto. Ins. Co.*, 344 S.W.3d 378, 387 (Tex. 2011); *Med. City Dallas, Ltd. v. Carlisle Corp.*, 251 S.W.3d 55, 61 (Tex. 2008); *Am. Nat’l Petroleum Co. v. Transcon. Gas Pipe Line Corp.*, 798 S.W.2d 274, 282 (Tex. 1990); *Staton Holdings, Inc. v. Tatum, L.L.C.*, 345 S.W.3d 729, 732 (Tex. App. – Dallas 2011, pet. denied);

A plaintiff may not bring a claim for negligent misrepresentation unless the plaintiff can establish an injury that is distinct, separate, and independent from the economic losses recoverable under a breach of contract claim. *D.S.A. Inc. v. Hillsboro Indep. Sch. Dist.*, 973 S.W.2d 662, 664 (Tex. 1998); *Esty v. Beal Bank S.S.B.*, 298 S.W.3d 280, 300 (Tex. App. – Dallas 2009, no pet.); *Cessna Aircraft Co. v. Aircraft Network, L.L.C.*, 213 S.W.3d 455, 467 (Tex. App. – Dallas 2006, pet. denied). The plaintiff has the burden to provide evidence of an independent injury. *D.S.A., Inc.*, 973 S.W.2d at 664. “Repudiating the independent injury requirement for negligent misrepresentation claims would potentially convert every contract interpretation dispute into a negligent misrepresentation claim.” *Id.*

Here, Plaintiffs’ alleged economic damages are “all amounts paid to the School \$6,650.00,” interest, and attorney’s fees. *Exhibit G* at p. 3, § (d). Plaintiffs’ alleged damages consist only of the tuition payments Plaintiffs made under the Parties’ contract. The interest and attorney’s fees Plaintiffs seek are also recoverable in a breach of contract action. Plaintiffs have not alleged any injury that is distinct, separate, or independent from Plaintiffs’ alleged economic loss under the Parties’ contract. Plaintiffs cannot recover on their claim for negligent misrepresentation and Defendants are entitled to summary judgment.

2. Defendants did not supply false information for the guidance of others in their business.

Additionally, or alternatively, Defendants are entitled to summary judgment on Plaintiffs’ claim for negligent misrepresentation because the pleadings and summary judgment evidence conclusively establish that the Defendants did not supply false information for the guidance of others in their business.

The elements of a negligent misrepresentation claim are as follows:

- (1) the representation is made by a defendant in the course of his business, or in a

transaction in which he has a pecuniary interest; (2) **the defendant supplies "false information" for the guidance of others in their business**; (3) the defendant did not exercise reasonable care or competence in obtaining or communicating the information; and (4) the plaintiff suffers pecuniary loss by justifiably relying on the representation.

Federal Land Bank Ass'n v. Sloane, 825 S.W.2d 439, 442 (Tex. 1991) (emphasis added). "A typical negligent misrepresentation case involves one party to a transaction receiving and relying on an evaluation, such as an opinion letter, prepared by another party's attorney." *McCamish v. F.E. Appling Interests*, 991 S.W.2d 787, 793 (Tex. 1999) ("The theory of negligent misrepresentation permits plaintiffs who are not parties to a contract for professional services to recover from the contracting professionals.").

Plaintiffs have not claimed that Defendants supplied false information for the guidance of others in their business. Plaintiffs entered a contractual relationship with the School so the School could provide a school for their daughter. *Exhibit A* at ¶ 4. Plaintiffs do not allege they are a third party who relied on information from Defendants, nor could they allege as such because they have a contract with the School.

Plaintiffs do not allege they relied on information supplied by Defendants in their **business**. Rev. Dr. Carlisle and the School did not supply false information for the guidance of third parties for use in the third parties' business. There is no issue of material fact on the second element of Plaintiffs' claim for negligent misrepresentation, entitling Defendants to summary judgment as a matter of law on this claim.

Fraud

1. Plaintiffs' claim for fraud is barred by the economic-loss rule.

Additionally, or alternatively, Plaintiffs' fraud claim is barred by the economic-loss rule. As described above, "tort damages are not recoverable unless the plaintiff suffered an injury that is independent and separate from the losses recoverable under a breach of contract claim." *Esty v. Beal Bank S.S.B.*, 298 S.W.3d 280, 300 (Tex. App. – Dallas 2009, no pet.). *Formosa Plastics Corp., USA v. Presidio Eng'rs & Contractors, Inc.*, 960 S.W.2d 41, 45-47 (Tex. 1998); *S.W. Bell v. Delanney*, 809 S.W.2d 493, 494 (Tex. 1991). The independent injury rule applies to claims for fraud in addition to claims for negligent misrepresentation. *See Esty v. Beal Bank S.S.B.*, 298 S.W.3d 280, 300 (Tex. App. – Dallas 2009, no pet.); *D.S.A., Inc. v. Hillsboro Indep. Sch. Dist.*, 973 S.W.2d 662, 663-64 (Tex. 1998) (per curiam) (fraud and negligent misrepresentation).

Again, the only damages Plaintiffs allege are Plaintiffs' alleged damages under the Parties' contract. *Exhibit G* at p. 3, § (d). Plaintiffs have not alleged any injury that is distinct, separate, or independent from Plaintiffs' alleged economic loss based on the Parties' contract. *Exhibit G* at p. 3, § (d). Defendants are entitled to summary judgment on Plaintiffs' claim for fraud.

2. Defendants did not make representations that were false or made recklessly without any knowledge of their truth and as a positive assertion.

Additionally, or alternatively, Defendants are entitled to summary judgment on Plaintiffs' claim for fraud because the evidence conclusively negates an essential element of fraud. The essential elements of fraud are:

- (1) that a material representation was made; (2) the representation was false; (3) when the representation was made, the speaker knew it was false or made it recklessly without any knowledge of the truth and as a positive assertion; (4) the speaker made the representation with the intent that the other party should act upon it; (5) the party acted in reliance on the representation; and (6) the party thereby suffered injury.

Italian Cowboy Partners, Ltd. v. Prudential Ins. Co. of Am., 341 S.W.3d 323, 337 (Tex. 2011).

When the alleged representation "involves a promise to do an act in the future," the plaintiff must

prove that, at the time the defendant made the promise, the defendant "had no intention of performing the act." *T.O. Stanley Boot Co. v. Bank of El Paso*, 847 S.W.2d 218, 222 (Tex. 1992); *see also Formosa Plastics Corp. USA v. Presidio Eng'rs & Contractors, Inc.*, 960 S.W.2d 41, 48 (Tex. 1998).

The summary judgment conclusively negates fraud because Defendants had every intention of performing all of the acts they represented to Plaintiffs they would perform. Plaintiffs allege that Defendants made the following false promises to Plaintiffs: to place CH in an "age-appropriate classroom" with students of similar ages; to provide CH with a specific supervision ratio; that Rev. Dr. Carlisle would be present at the School; and to communicate and relay information to Plaintiffs. *See Plaintiffs' Amended Petition*, at ¶¶ 13-14, 20. Rev. Dr. Carlisle's affidavit establishes Defendants intended to provide, and did provide, the best environment possible based on the School's standard practices and the mandates of the State of Texas, which were described to Ms. Harris and included in the School Policies section of the Enrollment Packet. *See Exhibit A* at ¶ 4; *Exhibit B*.

VI. ATTORNEY'S FEES AND EXPENSES

D. Attorney's Fees Under Chapter 38

Plaintiffs are liable to Defendants for their reasonable and necessary attorney's fees, costs, and expenses of at least \$10,805.60 under Chapter 38.001(8) of the Texas Civil Practices and Remedies Code.

VII. CONCLUSION

Defendants are entitled to summary judgment on all Plaintiffs' causes of action as a matter of law, and final judgment should be rendered in Defendants' favor. The summary judgment evidence conclusively negates Plaintiffs' claims for declaratory relief, negligent

misrepresentation, fraud, and breach of contract. Defendants are entitled to prevail on all Plaintiffs' claims, and final judgment should be rendered in Defendants' favor. Further, Defendants are entitled to recover their reasonable and necessary attorney's fees, expenses, and costs of at least \$10,805.60 pursuant to Chapter 38.001(8) of the Texas Civil Practices and Remedies Code.

VIII. ALTERNATIVE RELIEF

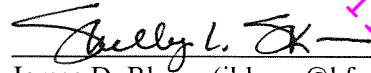
In the alternative, if the Court denies any part of Defendants' Motion for Summary Judgment, Defendants ask the Court to sign an Order specifying the facts that are established as a matter of law and directing any further proceedings as are just. TEX. R. CIV. P. 166a(e). Defendants also ask the Court to make a finding that Plaintiffs are not liable as a matter of law and directing further proceedings on attorney's fees as is necessary within the Court's discretion.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Defendants respectfully pray that the Court grant this Motion. Defendants pray that the Court grant full summary judgment in favor of Defendants on Plaintiffs' claims for breach of contract, negligent misrepresentation, fraud, and declaratory relief. Defendants pray that Plaintiffs take nothing by way of their claims; that Defendants recover from Plaintiffs all of Defendants' reasonable and necessary attorney's fees, expenses, costs of court; and that the Court sign a Final Judgment in favor of Defendants. In the alternative, Defendants pray that the Court enter an Order for partial summary judgment, specifying the facts that are established as a matter of law and directing any further proceedings as the Court deems just. Defendants pray for all other and further relief, both at law and in equity, to which they may show themselves justly entitled.

Respectfully submitted,

**BLUME, FAULKNER, SKEEN
& NORTHAM, PLLC**



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*Attorneys for Defendants the Carlisle School
and Rev. Canon Richard Carlisle*

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document has been forwarded to counsel of record pursuant to Rule 21a of the Texas Rules of Civil Procedure on this the 16th day of July, 2014 to:

Via Facsimile 214-665-3601

Mr. Victor D. Vital

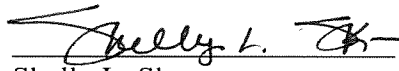
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Shelly L. Skeen

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DISTRICT COURT OF

DALLAS COUNTY, TEXAS

AFFIDAVIT OF REVEREND DR. RICHARD CARLISLE

STATE OF TEXAS

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COUNTY OF DALLAS

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Before me, the undersigned notary public, personally appeared Reverend Dr. Richard Carlisle, who is known to me, and after being duly sworn, deposed on this oath as follows:

1. "My name is the Rev. Dr. Richard Carlisle. I am over the age of eighteen years old, of sound mind and capable in all respects of making this affidavit. The statements contained in this affidavit are based on my personal knowledge and they are true and correct.
2. I have been an ordained Priest in the Episcopalian faith since 1983. I serve in that capacity at Saint Barnabas Church, a bilingual church. I also hold Bachelors Degrees in English and Spanish, a Master's Degree in Spanish, and a Ph.D. Degree in Spanish.
3. In addition to my ministerial duties, I have served as Director of the Carlisle School ("the School") for twenty-five (25) years. The Carlisle School is a bilingual private preschool and kindergarten that provides educational and childcare services for children from 18 months of age through 6 years of age. The School is licensed by the State of Texas and in good standing.
4. On Tuesday, October 1, 2014, Meghan Harris enrolled her daughter, "CH," who was two (2) years old at that time, at the School. Ms. Harris enrolled CH for our Monday, Wednesday, and Friday program.
5. Prior to enrollment, Ms. Harris was provided an Enrollment Packet that included the School's written School Policies, Admission Information, and a Registration & Tuition Schedule.

Blumberg No. 5208

EXHIBIT

A

6. The School Policies Ms. Harris received state as follows:

2. REGISTRATION: Each child is registered minimally for an Academic Year (nine months), and monthly or semester payments, if opted for the year, must be paid promptly in order that school operations can stay on budget of instructional and care programs. **Caveat: Tuition is not refundable. Removal of a child for periods of time within the Academic Year does not cancel the full tuition obligation for that given period of time. Since the minimal tuition obligation is for the Academic Year, the remaining tuition for any child withdrawn before the end of the year is due and payable upon withdrawal.**

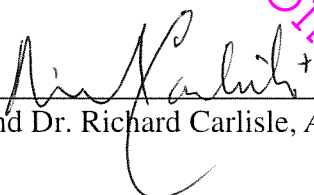
Exhibit B, School Policies at § III(2) (emphasis in original). A true and correct copy of the School Policies I gave Ms. Harris is attached to Defendants' Motion for Summary Judgment as *Exhibit B*.

7. During enrollment, Ms. Harris gave the School CH's completed Admission Information documents. A true and correct copy of the first and last pages of the Admission Information documents Ms. Harris filled out and gave to the School is attached to Defendants the Carlisle School, Inc.; the Carlisle School; and Rev. Dr. Richard Carlisle ("Defendants")'s Traditional Motion for Summary Judgment as *Exhibit C*.¹
8. On page 1 of the Admission Information Ms. Harris filled out, signed, and gave the School, Ms. Harris acknowledged she received the School's written School Policies. *Exhibit C*, § 4.
9. During enrollment, Ms. Harris was asked to decide how she would prefer to pay CH's tuition for the Academic Year. On the Registration & Tuition schedule, Ms. Harris opted to pay CH's tuition for the Academic Year in monthly installments. The Registration & Tuition schedule also stated: "**[f]ees are not refundable. Removal of the child for periods of time within the enrollment term does not abrogate or diminish the full tuition obligation for that period of time. The remaining monthly tuition installments for any child withdrawn before the end of the payment period are due and payable upon withdrawal of the child.**" A true and correct copy of the Registration & Tuition schedule Ms. Harris filled out, signed, and returned to the School is attached to Defendants' Motion for Summary Judgment as *Exhibit D*.
10. After Ms. Harris registered CH on October 1, 2013, on Friday, October 4, 2013, Devin Harris, CH's father, came to the School and paid the full tuition for CH for the Academic Year.

¹ CH's full first and middle name have been redacted to protect CH's privacy. Without waiving attorney client privilege, the four (4) other Admission Information pages Ms. Harris filled out are not included because they contain protected health information that my attorneys have instructed are privileged under federal and state law.


11. On Monday, October 7, 2013, CH attended school. She made a watercolor painting, a true and correct copy of which is attached to Defendants' Motion for Summary Judgment as *Exhibit E*. As is my customary practice, I dated the painting after CH finished it for CH's parents.
12. On Wednesday, October 9, 2013, CH attended school. CH made a watercolor painting again, a true and correct copy of which is attached to Defendants' Motion for Summary Judgment as *Exhibit F*. Again, I dated the painting in my normal fashion for CH's parents.
13. On Thursday, October 10, 2013, Meghan Harris contacted the School by phone. I spoke with her. Ms. Harris said that CH would no longer be able to attend the School because Ms. Harris's work situation had changed and the location of the School was no longer convenient for Ms. Harris.
14. After Ms. Harris withdrew CH, a male individual came to the School during school hours stating he represented Devin Harris and demanding documents. The individual did not identify himself. My wife, who also teaches at the School, was visibly shaken by this visit. Later, two male individuals came to the School during school hours claiming they represented Devin Harris. These individuals also did not identify themselves. This visit upset our staff. These visits were disruptive to the School, to myself, and to my wife.
15. Also, after Ms. Harris withdrew CH, an individual called me and stated his name was Darryl Cohen and that he represented Devin Harris. Based on his use of the term "represents," I believed he was Devin Harris's attorney. Mr. Cohen demanded CH's tuition back. I told Mr. Cohen that the School cannot give refunds if a student is withdrawn during the Academic Year. Mr. Cohen continued to call me at the School and on my cell phone. Mr. Cohen sometimes called me multiple times in one day. Mr. Cohen called during the school day, and in the evening while I was with my family. Mr. Cohen's calls upset me."

Further affiant sayeth not."


Reverend Dr. Richard Carlisle, Affiant

SUBSCRIBED and SWORN TO before me, the undersigned notary public on this the 16th day of July, 2014.




Notary Public in and for the State of Texas

THE CARLISLE SCHOOL

School Policies

Revision for New Regulations in *Minimum Standard Rules for Licensed Child-Care Centers* MMVII

I. SCHEDULE/CALENDAR

1. HOURS: The Carlisle School is open Monday through Friday from 7:30 A.M. to 6:00 P.M.

2. CALENDAR: The Carlisle School is open year-round (12 months), except for holidays and breaks. We are closed in observance of the following holidays: (i) Labor Day, (ii) Thanksgiving (Thursday and Friday), (iii) December 23 – January 2 Break, (iv) Spring Break (DISD one week), (v) Memorial Day and (vi) Independence Day. The school will have a one-week August Closure for renovation and repairs the third week of August before beginning each new Academic Year.

II. PROCEDURES FOR RELEASE OF CHILDREN, PICKUP & DELIVERY:

Children will be released only to their parents or to those persons indicated in writing by said parents on the blue telephone card. When persons other than parents ask for a child, the blue card is reviewed, and if the person is authorized by the child's parents, the person's identity (Driver's License) is verified, and the child is released when the person signs out for the child. Should occasional circumstances warrant one parent's picking up another child, a parent of the child to be picked up in tandem must provide written notice to the school of this change in pickup, and the child will be released upon sign out.

NOTE: The North (front) Door is a Fire Exit only. This door is not to be used for delivery or pickup of children at any time. To prevent unauthorized use of this door, **the Front Classroom will be closed to interior traffic when not in use for instructional purposes under staff supervision.** All entrance/exit from the school will be *via* the East (side) Entrance only. To keep an even flow within the building and to reduce the possibility of unsafe crowding of the parking area, delivery and pickup of children must be completed within a five-minute timeframe. **ADULTS ESCORTING CHILDREN INTO AND FROM THE BUILDING MUST ASSIST STAFF BY ASSURING THAT EXTERIOR DOORS AND MARKED INTERIOR DOORS BE FULLY CLOSED UPON ENTRANCE AND EXIT.**

1. DELIVERY: For the safety of each child, all children are to be escorted into the building from the car by an adult, a staff member notified of the child's arrival, and the Pickup/Delivery Log signed by the adult who prints the name of the child delivered and writes the time of delivery. **UNDER NO CIRCUMSTANCES SHOULD A CHILD BE LEFT OUTSIDE THE BUILDING OR BE ALLOWED TO ENTER THE SCHOOL UNESCORTED BY AN AUTHORIZED ADULT.**



2. **PICKUP:** Parents/Guardians picking up a child must sign the child out in the Pickup/Delivery log, writing the time of pickup and signing the Log. You are urged to pick up children on time. Dallas Traffic Control insists that 3:00 P.M. pickups be undertaken with promptness and dispatch. After 6:00 P.M., a late charge of \$1.00/minute will be assessed. The school must be informed in writing if someone other than those persons listed on the blue telephone card will be picking up a child from school.

3. **PARKING:** Parking in front of the school is very limited, and the owners of the neighboring businesses will not allow spill-over parking from the school on their property. Please be respectful of our neighbors' wishes, as their parking space is also restricted. Limit parking in front of the school to three minutes for the convenience of other parents and, if necessary, park on Travida Street (intersecting Lovers Lane two buildings North-west of the school) and walk from there to the school.

III. ADMISSION/ENROLLMENT

1. **APPLICATION FORMS:** application forms, state enrollment forms, state medical record forms, State Parents' Guide to Daycare, tuition enrollment agreements and blue telephone cards are to be filled out, signed where signatures are required and submitted no later than the first day of a child's enrollment at the school.

2. **REGISTRATION:** Each child is registered minimally for an Academic Year (nine months), and monthly or semester payments, if opted for the year, must be paid promptly, in order that school operations can stay on budget for instructional and care programs.

Caveat: Tuition is not refundable. Removal of a child for periods of time within the Academic Year does not cancel the full tuition obligation for that given period of time. Since the minimal tuition obligation is for the Academic Year, the remaining tuition for any child withdrawn before the end of the year is due and payable upon withdrawal.

Parents paying by semester are reminded that payment for the 2nd semester is due by the 15th of the previous month. Semester payments cannot be changed to monthly fees without a minimum of 90 days' prior notice in writing.

3. **BLUE CARD UPDATING:** Blue cards will be regularly reviewed in March during pre-registration for the coming year, and in August before the August Closure in advance of the new School Year. These scheduled reviews notwithstanding, **all telephone/mailling information on the blue telephone cards must be kept current as business, cellular, or residence telephone/pager numbers or addresses change.** Our ability to reach parents/guardians/emergency contacts in cases of health emergencies must be assured by the timely updating of each child's blue card.

4. **POLICY CHANGES:** Most changes in policy are determined by changes in regulations from the State of Texas. Said changes are usually the result of published revisions in the *Minimum Standard Rules for Licensed Child-Care Centers* mandated by

law to occur every six years. As these policies are entered into the written School Policies, parents and staff will be given a copy of the revisions, and each must sign a receipt for the revised policy documents. In the event of other State changes in policy or of internal changes in policy, parents and staff will receive written copies of all policy changes and will sign a receipt for same.

IV. ILLNESS & EXCLUSION CRITERIA

1. PHYSICAL EXAMINATION: Each Carlisle School child must have a physical examination within a period of twelve months prior to admission and must have on file a State health document signed or officially stamped by the child's physician. All subsequent immunizations must be documented as received.

2. SICK CHILD EXCLUSION: A child cannot be admitted to class if she or he has vomiting or diarrhea symptoms, undiagnosed rash or other skin eruptions, or a temperature of 99 (F) degrees. Should any of the above symptoms occur subsequent to a child's entrance for the school day, a parent/guardian will be reached by telephone, in order that the child be picked up from school and prompt medical attention be given. Similarly, any child with ringworm, head lice, or other such parasites cannot be admitted to class. In the event that such parasites are discovered subsequent to a child's entrance for the day, a parent/guardian will be notified to pick up the child and see to proper treatment forthwith.

3. MEDICATION DISPENSING POLICY: Oral medication can be administered to a child by school staff ONLY if the medicine chart has been filled out to show the medication to be administered, the dosage amount and frequency of administration. Medication must have the child's name on the bottle or other container, be it prescription or non-prescription and a parent/guardian must sign the medication chart to indicate that The Carlisle School staff has parental/custodial permission to administer the medication or remedy in question. Staff cannot administer medications other than orally-administered ones. This restriction includes all medication administered by injection, inhalant, or suppository.

4. PROCEDURES FOR MEDICAL EMERGENCIES/PARENTAL

NOTIFICATION: Should a child become sick or have an accident requiring medical attention, the staff will notify parents using the 'phone numbers on the blue cards filed by the telephone, while the child's immediate health needs are being addressed by other staff. In the event that neither parent can be reached via all the numbers provided for Home/Work/Cell 'phones, the EMERGENCY NUMBER (grandparent, uncle or aunt, or trusted family friend) will be called to see that the child is removed for medical attention. In the event that an accident occurs causing injury severe enough for Medical Emergency attention, 9-1-1 will be called FIRST, and the parents will be called immediately thereafter, as outlined above.

V. TRANSPORTATION: The school does not transport children.

VI. ANIMALS: Only animals under supervision of professional trainers for age-appropriate educational/entertainment programs are allowed at the School.

VII. IMMUNIZATION/TUBERCULINE TESTING REQUIREMENTS:

Consonant with article 746.613 of the Texas *Minimum Standards for Child-Care*, each child enrolled at Carlisle must meet applicable immunization requirements specified by the Texas Department of Health Immunization Requirements in Texas Elementary & Secondary Schools and Institutions of Higher Learning. All immunizations required for the child's age must be completed by the date of admission. Full information on immunizations may be obtained at the Texas Department of Health Internet website at www.tdh.state.tx.us/immunize.

Parents enrolling a child not yet current on immunizations must provide the school a written statement from a licensed health-care professional affirming that the child has received at least one immunization in each series required for a child of that age and a statement of when the remaining required immunizations will be completed.

Acceptable immunization documentation must be validated by a physician or other health-care professional with a signature or rubber stamp. The document must include the child's name and date of birth, the number of doses and type of vaccine, and the full date the child received each vaccine.

TUBERCULINE TESTING is required for all School staff, but not for children in this area at present.

VISION & HEARING SCREENING: First-time enrollees ages 4 or older must have a vision & hearing screening prior to the end of the first semester or within 120 days of enrollment, whichever is longest, as must all children who are 4 by 1 September of each year. A licensed or certified screener or a health-care professional must conduct the screening. Full particulars are available on the Internet at www.tdh.state.tx.us/vhs/.

VIII. MEALS & FOOD SERVICE: No meals are prepared at school. Children are to bring healthy, well-balanced meals from home. Parents are now required by the State to sign an acknowledgement that the responsibility for assuring healthy, well-balanced meals is theirs and not that of the School.

For examples of nutritious menus, Cf. P. 205, *Minimum Standard Rules for Licensed Child-Care Centers* (P20330-0000 September, 2003).

IX. CLOTHING

I. UNIFORMS: All Carlisle School children wear uniforms throughout the autumn-spring term (September through May). Uniforms, besides their practicality and usefulness in avoiding invidious sartorial comparisons in class or on the playground, serve to underscore each child's identity as a Carlisle School child.

2. UNIFORM PURVEYOR: Uniform jumpers for girls are available for purchase exclusively from the Parker School Uniform Company, located at 4887 Alpha Road, Dallas, Texas 75244. The telephone number for Parker is (972)458-0645. Jumpers are to be worn with a white blouse/jersey of seasonal weight and sleeve length. Boys' uniforms are navy blue trousers with navy blue Carlisle School tee-shirts or sweatshirts with the Carlisle School logo, as appropriate to the season. Summer kit (June through August) is navy blue tee-shirts with the Carlisle School logo and navy blue shorts for girls and boys alike.

3. MARKING CLOTHES: All articles of clothing are to be clearly and indelibly marked with each child's full name. This requirement includes undergarments, uniform articles and outerwear such as sweaters, jackets and coats.

4. CHANGE OF CLOTHING: Children who are prone to bathroom accidents must bring spare clothing from home. Extra clothing may be stored in a bag on each child's shelf space.

5. DIAPERING: In addition to extra clothing, children not yet toilet trained need to maintain a supply of disposable diapers and wipes at school. Please note: A monthly diapering fee of \$50.00 is assessed until the child is fully toilet trained.

XI. REST

1. REST PERIOD: Two hours of rest time are provided every school day. The normal rest period is from 1:00 until 3:00 P.M. daily.

2. OPEN REST: While rest is mandatory for certain children by age, any child expressing a need for rest during the 1:00 – 3:00 P.M. period may use the nap room for that purpose.

3. BEDDING: Parents/guardians of children using the nap room are to provide a sleeping mat and any other nap articles, such as a mat cover/sheet, pillow, blanket or quilt. Parents/guardians are reminded that the sleeping mat to be used must not be less than one inch (1") thick by State regulation. All bedding laundry is to be taken home each Friday to assure that children have clean mat covers/sheets, coverlets, etc.

4. NAPPING EQUIPMENT: Equipment for naps must not block entrances/exits to the area; must not be set up during other activities or be left in place to interfere with children's activity space; must be arranged to provide sufficient walk/work space for caregivers between each mat; be arranged so that each child/staff person has access to walkway without having to walk on or over mats of other children; and must be arranged so that caregiver can easily see all nappers at all times.

XII. DISCIPLINE & GUIDANCE

1. We seek to assure that discipline be individualized and consistent for each child, appropriate to each child's age and intellectual development, and be a means for teaching each child acceptable behavior and self control.

2. It should be noted that the use of the term "discipline" at the Carlisle School is not limited to its secondary meaning concerning correction of a child's inappropriate behavior. Rather, its most substantive application has to do with its meaning of "academic area of study" and the maintenance of the atmosphere conducive to the cognitive growth of every child in the school. For this reason, it is imperative that parents/guardians take steps to assist in the academic process of the school, viz:

- (1) Adherence to the uniform dress policy of the school;
- (2) Avoidance of use of the classroom outside class hours;
- (3) Adherence to the school's requests concerning exclusion of such toy items as weapons of any kind, Barbie dolls and other of that ilk, Power Ranger, Ninja Turtle, G.I. Joe and Goosebumps products. This request extends to the playing of such games as those promoting Kung Fu or other erstwhile "martial arts" fighting and any other games promoting violence (such as "guns," "cops and robbers" Etc.) to the detriment of harmony and the underscoring of respect for others.
- (4) Avoidance of unauthorized use of classroom materials such as textbooks or unfinished classroom assignments in play settings.
- (5) Avoidance of introduction of toys into the classroom.

3. CORPORAL PUNISHMENT: Under no circumstances is corporal punishment allowed as a corrective measure at the Carlisle School. To the extent possible within each child's range of cognitive maturity, reason underscores each admonition or correction.

4. TIME OUT: In the event that a child persists in disruptive or conflictive behavior, including unwarranted physical contact with other children or other such behavior destruction of the teaching-learning environment, the child will sit in the Quiet Chair.

5. PARENTAL CONFERENCE: Should a child persist in behavior beyond the limits of acceptable conduct, a parent/guardian conference will be scheduled by the Headmaster to explore avenues for returning the child to conduct consonant with the school environment and the best interest of the child's growth and development towards life-long learning.

XIII. CONSULTATIONS

1. GENERAL POLICY: Communications between parents/guardians and the school are crucial for the program we offer each Carlisle child. While written reports are necessary in cases requiring documentation of a child's progress upon separation or in circumstances that require the services of outside professionals, regular communication is maintained verbally. Each child's work goes home on Friday, thus giving

parents/guardians an opportunity to review the child's progress and to share with the child the importance of her or his work during that week. In the event of a situation requiring a personal conference, the Headmaster will notify parents/guardians immediately and arrange a mutually convenient conference time.

2. ACADEMIC ADVISEMENT, COUNSELING, BUSINESS CONCERNS: It is the role of the Headmaster to address all pedagogical or administrative issues with Carlisle School parents/guardians. Adherence to this policy allows the Master Teacher to function without breaks in concentration on the particular need of each Carlisle School child. Parents are to respect the need of the Master Teacher to maintain undivided attention to the children throughout each school day.

3. "OPEN DOOR" POLICY: The School maintains an "open door" policy for parental/custodial consultations or visitations. Special appointments may be made for consultation with the Headmaster on any academic or administrative issues. To review Minimum Standards or reports, see the Headmaster. For information on parental participation in school programs, reaching the Texas Department of Protective & Regulatory Services, Child Care Licensing, or the PRS website, see the Headmaster.

CONCLUSION: It is our hope that this copy of School Policies is of help to parents and staff as we work together in partnership for the healthy and happy intellectual, social, and spiritual development of our children.

HOMINES DUM DOCENT DISCUNT

THE CARLISLE SCHOOL

POLÍTICAS ADMINISTRATIVAS

I. HORARIO/CALENDARIO

1. **HORARIO:** La Escuela Carlisle queda abierta de lunes a viernes de las 7.30 de la mañana hasta las 6.00 de la tarde.
2. **CALENDARIO:** La escuela queda abierta a través del año, salvo por feriados y asuetos. Observamos los siguientes feriados: (i) El Día Laboral, (2) Acción de Gracias (jueves, y viernes), (iii) Asueto del 23 de diciembre al 6 de enero, (iv) Asueto de Primavera (según el calendario del DISD), (v) el Día Memorial, (vi) Día de la Independencia, el 4 VII). La escuela también tiene un asueto durante una semana en agosto para renovar los edificios y el equipo de recreo antes de inaugurar el nuevo Año Lectivo.

II. PROCEDIMIENTO PARA DEJAR Y BUSCAR A LOS

ESTUDIANTES: Los estudiantes se entregan solamente a uno de sus padres o esas personas indicado por escrito por antedichos padres sobre una tarjeta telefónica azul. Cuando personas además de dichos padres vengan por un estudiante, se revisa la tarjeta azul, se verifica la identidad mediante el carnet de conductor, y se le entrega al niño al firmar el adulto el cuaderno de registro del día. En casos de que los padres de un estudiante tienen que buscar a otro alumno, los padres del interesado tienen que proveer noticia anterior por escrito dándoles permiso para transportar a su hijo. Dado tal permiso escrito, se les entrega al alumno al firmar ellos el cuaderno de registro del día. **OJO:** La Puerta del Norte es una Salida de Emergencia, no es entrada. No se utiliza esta puerta para dejar o buscar a los alumnos. Toda entrada y salida es mediante la Entrada Oriental solamente. **LOS ADULTOS QUE TRANSPORTAN A LOS ALUMNOS HACIA EL EDIFICIO Y DESDE EL EDIFICIO TIENEN QUE AYUDAR AL PROFESORADO POR ASEGURAR QUE TODAS LAS PUERTAS EXTERIORES Y LAS PUERTAS INTERIORES MARCADOS POR LETREROS SE MANTENGAN PLENAMENTE CERRADAS AL ENTRAR O SALIR.**

1. **ENTREGA DE ALUMNOS:** Para asegurar la seguridad de cada alumno, todo alumno tiene que ser acompañado por un adulto desde el coche hasta entrar en el edificio y notificar en persona a un miembro del profesorado de la llegada del alumnito, después de que se haya firmado el Cuaderno del Día por el adulto que escribe el nombre del alumno que se entrega en letra de molde con la hora de entrega en dicho cuaderno. **DE NINGUNA MANERA SE PERMITE QUE UN ALUMNO SEA DEJADO A SOLAS AFUERA SIN UN**

deben de pagar antes de sacar al niño de la escuela. Los padres que pagan por semestre deben notar que la cuota por el 2do semestre se paga para el 15 del mes previo. Pagos por semestre no pueden cambiarse sin aviso previo por escrito de un plazo mínimo de 90 días.

3. **PONER A L MOMENTO LA TARJETA AZUL:** Las tarjetas azules se revisan regularmente en marzo durante la pre-matricula para el año que entra, y en agosto antes de la Clausura de Agosto antes del nuevo Año Lectivo. No obstante estas revisiones normales, toda información respecto a números de teléfono o direcciones de correo tienen que mantenerse al momento en la tarjeta azul de cada alumno, cuando se cambien los números de teléfono en casa, los de celular, los de biper, o cuando haya un cambio de dirección residencial. Tenemos que asegurar la factibilidad de nuestras líneas de comunicación en caso de emergencias por mantener a la fecha las tarjetas azules de cada uno de los alumnos.
4. **CAMBIOS DE LAS POLÍTICAS:** La mayoría de los cambios de políticas del reglamento escolar es determinada por cambios en el reglamento del Edo. De Texas. Tales cambios se anuncian en *Minimum Standard Rules for Licensed Child-Care Centres* los que ocurren cada seis años según la ley. Cuando se ubiquen las nuevas políticas en las de la escuela, ejemplares se darán al personal de la escuela y a los padres. Si el Estado manda otros cambios, se facilitarán copias de tales cambios a los padres y al personal, y tendrán que firmar por ellos.

IV. CRITERIOS SOBRE ENFERMEDAD Y EXCLUSIÓN

1. **REVISIÓN FÍSICA:** Cada alumno de Carlisle tiene que tener una revisión por un médico dentro de doce meses antes de su matrícula en la escuela y se archivará un documento de salud estatal firmado por el médico del alumno. Toda inmunización subsecuente tiene que documentarse también en cuanto se reciba.
2. **EXCLUSIÓN DEL ALUMNO ENFERMO:** Un alumno no puede ser admitido a clase si padece de síntomas de vómitos o de diarrea, de una roncha sin diagnóstica u otra erupción de la piel, o si tiene una fiebre de 99 grados (F). Si ocurren cualesquiera de estas síntomas después de que entre un alumno dentro del día escolar, se le notificará a uno de los padres o guardianes por teléfono, para que lo busque cuanto antes para que tenga atención médica. Semejantemente, cualquier alumno que tenga tina, piojos, o semejantes parásitos no puede ser admitido

en la clase. Si se descubren tales parásitos luego de la entrada del alumno, se les notificará a los padres para que lo saquen hasta tener atención apropiada.

3. **LA DESPENSA DE REMEDIOS O MEDICAMENTOS:** El medicamento oral tan sólo se administra a un alumno **SOLAMENTE** si la documentación de medicamentos se ha llenado para indicar cuál es la medicina y cómo se tiene que administrar, la cantidad de la dosis y la frecuencia de administración. La medicina tiene que llevar el nombre y apellido del alumno en la botella o frasco, sea con o sin receta, y un padre/ guardián tiene que dar permiso por escrito para que personal de la escuela administre el remedio. El personal no puede administrar medicina alguna que no sea en dosis orales. Esto incluye todo medicamento administrado por inyección, por inhalante, o por supositorio.

4. **PROCEDIMIENTOS PARA EMERGENCIAS MEDICAS/ NOTIFICACIÓN DE LOS PADRES:** En caso de que se enferme un alumno o que tenga un accidente con lesiones precisando la atención de un médico, el personal les notificará a los padres mediante los números telefónicos en la tarjeta azul del alumno enfermo o lesionado las que se hallan al lado del teléfono, mientras que otro miembro del personal le atiende al niño según sus necesidades de salud. En caso de que no se alcancen a uno u otra de los padres mediante todos los números en la tarjeta, se utiliza el **NÚMERO DE EMERGENCIA** (abuelos, tíos, amigos de los padres). Para asegurar que el enfermo/ lesionado reciba atención médica. En el caso de que haya una emergencia precisando la atención de la Unidad de Atención para Emergencia de los bomberos, se llamará 9-1-1 **PRIMERO**, y luego se les llama a los padres.

V. **EL TRANSPORTE:** La escuela no provee servicios de transporte.

VI. **LOS ANIMALES:** Tan sólo se permiten animales bajo la supervisión de amañestradores profesionales para realizar programas educacionales o como diversiones aptos para las edades del estudiantado.

VII. **REQUISITOS PARA LA INMUNIZACIÓN Y LA REVISIÓN PARA TUBERCULOSIS:** De acuerdo con el artículo 746.613 de *Minimum Standards for Child-Care* del Edo. de Texas, cada alumno matriculado en Carlisle tiene que conformarse con los requisitos de inmunización especificados por el Depto. De Inmunización para la Salud de las Escuelas

Primarias y Secundarias e Instituciones de Formación Superior del Edo. de Texas. Todas las inmunizaciones mandadas según la edad del alumno tienen que realizarse para la fecha de la matrícula. Se puede obtener información completa respecto a las inmunizaciones al www.tdh.state.tx.us/immunize.

Los padres que matriculan a un alumno aun no al tanto respecto a las inmunizaciones deben proveer a la escuela un documento escrito de un profesional de salud certificado constando que el niño ha recibido al menos una inmunización de cada serie requerida por un niño de tal edad, y una declaración de cuándo se recibirán las inyecciones restantes.

Documentación de inmunización aceptable tiene que ser verificada o por un médico u otro profesional de salud mediante su firma o sello de caucho oficial. Dicho documento ha de incluir el nombre y apellido del alumno, su fecha de nacimiento, el número de dosis y tipo de vacuna, y la fecha completa de cada inyección.

REVISIÓN PARA TUBERCULOSIS se requiere para todo el personal de la escuela, pero no por el estudiantado presentemente.

REVISIÓN PARA LA VISTA Y EL OÍDO: Todo alumno de 4 años que se matricula por primera vez tiene que haber tenido una revisión de la vista y el oído antes del final de su primer semestre o dentro de 120 días de su matrícula, o sea el plazo de tiempo más largo, como también los alumnos que cumplan 4 años para el 1 de septiembre de cada año. Un profesional de salud certificado tiene que administrar la revisión. Se consiguen detalles al www.tdh.state.tx.us/vhs/.

VIII. COMIDA Y SERVICIO DE COMESTIBLES: No se preparan comidas en la escuela. Los alumnos han de traer comidas saludables y bien equilibradas desde la casa. Los padres ya son requeridos por el Estado a firmar un acuerdo que ellos, y no la escuela, tienen la responsabilidad por asegurar que sus hijos reciban comidas saludables y bien equilibradas.

IX. LA ROPA

1. **LOS UNIFORMES:** Todo alumno de Carlisle lleva el uniforme a través del período del otoño a la primavera (de septiembre por el mes de mayo). Además de su aspecto práctico y su utilidad para evitar compariciones sartoriales envidiosas en clase o en la cancha de recreo, sirven para recalcar la identidad de cada niño como un alumno de Carlisle.

2. **PROVEEDOR DE UNIFORMES:** Los uniformes para niñas se compran exclusivamente en Parker School Uniform Company en 4887 Alpha Road, Dallas, Texas 75244. El teléfono de Parker es (972) 458-

0645. El uniforme se usa con una blusa blanca o un jersey blanco con manga corta o larga según el clima y la estación. El uniforme para los niños consta un pantalón azul marino con playera de Carlisle o el pulóver Carlisle según la estación. En el verano, todo el estudiantado luce pantalón corto azul marino con la playera Carlisle.

3. **IDENTIFICACIÓN DE LA ROPA:** Toda prenda de ropa debe indentificarse clara y permanente con el nombre y apellido del alumno. Este requisito incluye la ropa interior, los uniformes, y chamarras, suéteres, Etc.
4. **CAMBIO DE ROPA:** Los alumnos que suelen tener accidentes de baño deben traer ropa extra de casa. Se puede guardar toda ropa extra en una bolsa o mochila en el lugar designado para dicho alumno.
5. **LOS PAÑALES:** Además de ropa extra, los alumnos que aún usan pañales tienen que mantener reservas de pañales desechables y toallas higiénicas desechables en la escuela. Favor de notar: Una cuota mensual de \$50.00 se cobra por el servicio de cambiar pañales hasta que el alumno deje de usar pañales.

X. EL DESCANSO

1. **EL PERÍODO DE DESCANSO:** Dos horas de descanso se proveen cada día escolar. El período normativo para el descanso es la siesta de la 1.00 a las 3.00 de la tarde cada día.
2. **DESCANSO ABIERTO:** Dado que el descanso es un requisito mandado para ciertos alumnos según su edad, cualquier alumno que quiere descansar durante la hora de la siesta de la 1.00 a las 3.00 puede utilizar la sala de descanso.
2. **ROPA DE CAMA PARA LA SIESTA:** Los padres/ guardianes de alumnos que suelen utilizar la sala de siesta deben proveer una estera (petate) y otras ropas de cama como cobertura de estera, sábana, almohada, frazada, o colcha. Se les recuerda a los padres/ guardianes de que según el reglamento de Edo. de Texas cada estera tiene que tener un grosor mínimo de 1 pulgada. Toda lavandería de ropa de cama se realiza durante el fines de semana. Se recoge la ropa de cama los viernes y se devuelve el lunes para asegurar que los alumnos tengan ropa de cama limpia.
3. **EQUIPO DE SIESTA:** El equipo para siestas no puede crear un bloqueo de entradas o salidas al salón de siestas; ni tampoco se instala durante otras actividades ni se deja en su lugar para interferir con el

espacio de actividades de los alumnos; tiene que estar arreglado para permitir espacio suficiente para caminar entre las camitas; tiene que estar arreglado para que cada persona tenga acceso sin tener que pisar por encima de un petate o sobre él; y también tiene que estar arreglado para proveerle al personal una vista sin obstáculos de todos los alumnos dormidos.

XII. DISCIPLINA Y ASESORAMIENTO

1. Nuestro deseo es que la disciplina sea individualizada y consistente para todo alumno, apta para la edad y el desarrollo intelectual del alumno, y que sea una forma para enseñar a cada niño el comportamiento aceptable y el dominio de sí mismo.
2. Debe notarse aquí que el uso del término "disciplina" en la Escuela Carlisle no se limita a su significado secundario queriendo decir la corrección del comportamiento incorrecto de un alumno. Al contrario, su aplicación más sustanciosa tiene que ver con el significado queriendo decir "un campo de estudio académico" y el mantenimiento de un ambiente que conduzca al desarrollo cognoscitivo de cada alumno de la escuela. Por esta razón es imperativo que todo padre/ guardián tome medidas para ayudar en el proceso académico de la escuela, viz:
 - a. Adherencia a la política sobre uniformes de la escuela;
 - b. Evitación del uso de las salas de clases fuera de la hora.
 - c. Adherencia a la política de la Escuela en cuanto a la exclusión de tales juguetes como los bélicos, armas de cualquier tipo, y muñecas Barbie y otras de tal índole, productos Power Ranger, Tortugas Ninja, GI Joe, y Goosebumps. Esta política incluye el jugar en la escuela a tales juegos como los que empleen Kung Fu u otras llamadas "artes marciales" y otros juego que promueven la violencia (tales como "jugar a las armas," "policía," Etc.) los que suelen desarmonizar el medio ambiente y el recalcar del respeto al prójimo.
 - d. Evitación del uso sin autorización de útiles escolares como libros de texto. O tareas por completarse en un contexto de juego.
 - e. Evitación de la introducción de juegos en la sala de clase.
3. **EL CASTIGO CORPORAL:** De ninguna manera se permite el castigo corporal como una medida de disciplina en la Escuela Carlisle. En cuanto se pueda, consonante con la madurez cognitivo del alumno, la razón recalca cada admonición o corrección.

4. **EL TIEMPO APARTE:** Dado que un alumno se empeña tercamente en un comportamiento conflictivo o disociador, incluyendo el contacto físico no permitido con otros alumnos u otro comportamiento que destruye el medio ambiente formativo, el alumno pasará tiempo en la Silla de Tranquilidad.
5. **CONSULTA CON LOS PADRES:** Si un alumno sigue empeñándose en comportamiento más allá de los límites de los permitido, el Director les pedirá a los padres/ guardianes que vengan a consultarse con él para examinar medios para devolver el comportamiento del niño a una conducta consonante con el medio ambiente de la escuela y los mejores intereses respecto al desarrollo y crecimiento del alumno para que siga un sendero de estudios de por vida.

XIII. CONSULTAS

1. **POLÍTICA GENERAL:** La comunicación entre los padres/ guardianes y la escuela es de primera importancia para el programa que ofrecemos a cada alumno de Carlisle. Dado que los casos que requieren un informe por escrito sobre el progreso de un alumno al separarse o bajo circunstancias que requieran los servicios de profesionales de extramuros, en general la comunicación se mantiene verbalmente. Los deberes de cada alumno se envían a casa cada viernes, y así los padres/ guardianes tienen la oportunidad de ponerse al tanto del progreso del alumno, como también para expresarle al niño la importancia que tienen sus deberes de la semana. En un caso que precisa una consulta personal, el Director les notificará a los padres/ guardianes inmediatamente para citar un tiempo de consulta mutuamente conveniente.
2. **ASESORAMIENTO ACADÉMICO, CONSEJOS, CUESTIONES FINANCIERAS:** Es el deber del Director dirigirse la palabra respecto a toda cuestión pedagógica o administrativa con los padres/ guardianes de Carlisle. La adherencia a esta política le permite a la Maestra Clave a funcionar sin perderse el enfoque en las necesidades particulares de cada alumno de Carlisle. Los padres han de respetar la necesidad de la Maestra Clave para mantener este enfoque en las necesidades de los alumnos sin distracciones.
3. **LA POLÍTICA DE "LA PUERTA ABIERTA:"** La Escuela mantiene una política de "puerta abierta" para consultas o

visitas de padres/ guardianes. Citas especiales pueden hacerse para consultas con el Director sobre cuestiones académicas o administrativas. Para repasar el documento estatal *Minimum Standards* o cualesquier informes, véase al Director. Para información sobre la participación de padres en los programas escolares; para comunicarse con el Depto. de Servicios Protectores y Regulativos de Texas, Certificación de Guarderías, o para informarse sobre el sitio de comunicación electrónica de la PRS (o como quiera que se llame presentemente), véase al Director.

EN CONCLUSIÓN: Esperamos que este ejemplar de las Políticas Escolares les ayude a los padres/ guardianes y el personal de la Escuela mientras que trabajamos juntos para realizar de una manera saludable y feliz el desarrollo intelectual, social, y espiritual de nuestros alumnos.

*

HOMINES DUM DOCENT DISCUNT

POLICY ADDENDUM:

PLEASE BE ADVISED

- ~ Under the Texas Penal Code, any area within 1000 feet of any child care center is a gang free zone where criminal offences related to organized criminal activity are subject harsher penalty.
- ~ The Emergency Preparedness plan is available for review.
- ~ The staff at the Carlisle School are all required to receive one hour of abuse and neglect of children training every year.
- ~ Abuse may be reported through www.txabusehotline.org, or you can be in contact with the Department of Family and Protective Services at 214-583-4253. They are located at 8700 North Stemmons Freeway, No. 104, Dallas, Texas 75247.

ADMISSION INFORMATION

Form
Aug 2010 / 1

Operation Name The Carlisle School		Director's Name C.R. Carlisle, Ph.D.	
Child's Full Name [REDACTED]		Child's Date of Birth 9-19-11	Child's Home Telephone [REDACTED]
Child's Home Address [REDACTED]			
Date of Admission [REDACTED]		Date of Withdrawal [REDACTED]	
Parent's or Guardian's Name Meghan & Dawn Harris		Address (if different from child's address) [REDACTED]	
List telephone numbers below where parents/guardian may be reached while child will be in care:			
Mother's Telephone No. 214-[REDACTED]	Father's Telephone No. 214-[REDACTED]	Guardian's Telephone No. [REDACTED]	Cell Phone No. [REDACTED]
Give the name, address and phone number of person to call in case of an emergency if parents / guardian cannot be reached:			Relationship [REDACTED]
I hereby authorize the childcare operation to allow my child to leave the childcare operation ONLY with the following persons. Please list name and telephone number for each. Children will only be released to a parent or a person designated by the parent/guardian after verification of ID. [REDACTED] [REDACTED] [REDACTED] [REDACTED]			

CHECK ALL THAT APPLY:		I hereby <input checked="" type="checkbox"/> give <input type="checkbox"/> do not give	
1. <input type="checkbox"/> TRANSPORTATION:		consent for my child to be transported and supervised by operation's employees:	
Walk home <input type="checkbox"/> for emergency care <input type="checkbox"/> on field trips <input type="checkbox"/> to and from home <input type="checkbox"/> to and from school			
2. <input type="checkbox"/> FIELD TRIPS:		I hereby <input type="checkbox"/> give <input checked="" type="checkbox"/> do not give	
Parent's Comments:		my consent for my child to participate in Field Trips:	
3. <input type="checkbox"/> WATER ACTIVITIES:		I hereby <input checked="" type="checkbox"/> give <input type="checkbox"/> do not give	
<input checked="" type="checkbox"/> sprinkler play <input checked="" type="checkbox"/> splashing/wading pools <input type="checkbox"/> swimming pools <input checked="" type="checkbox"/> water table play		my consent for my child to participate in Water Activities:	
4. <input checked="" type="checkbox"/> RECEIPT OF WRITTEN OPERATIONAL POLICIES:			
I acknowledge receipt of the facility's operational policies including those for discipline and guidance.			
5. I UNDERSTAND THAT THE FOLLOWING MEALS WILL BE SERVED TO MY CHILD WHILE IN CARE:			
<input checked="" type="checkbox"/> None <input type="checkbox"/> Breakfast <input type="checkbox"/> AM Snack <input type="checkbox"/> Lunch <input type="checkbox"/> PM Snack <input type="checkbox"/> Supper <input type="checkbox"/> Evening Snack			
6. MY CHILD IS NORMALLY IN CARE ON THE FOLLOWING DAYS AND TIMES:			
<input type="checkbox"/> Mondays	from:	to:	
<input type="checkbox"/> Tuesdays	from:	to:	
<input type="checkbox"/> Wednesdays	from:	to:	
<input type="checkbox"/> Thursdays	from:	to:	
<input type="checkbox"/> Fridays	from:	to:	
<input type="checkbox"/> Saturdays	from:	to:	
<input type="checkbox"/> Sundays	from:	to:	

AUTHORIZATION FOR EMERGENCY MEDICAL ATTENTION:		
In the event I cannot be reached to make arrangements for emergency medical care, I authorize the person in charge to take my child to the nearest hospital for emergency medical care.		
Name of Physician: DR. [REDACTED]	Address: [REDACTED]	Ph.#: [REDACTED]
Name of Emergency Medical Care Facility: [REDACTED]	Address: [REDACTED]	Ph.#: [REDACTED]
I give consent for the facility to secure any and all necessary emergency medical care for my child.		
Signature - Parent or Legal Guardian [Signature]		

List any special problems that your child may have, such as allergies, existing illness, previous serious illness, injuries and hospitalizations during the past 12 months, any medication prescribed for long-term continuous use, and any other information which caregiver's should be aware of:

Child daycare operations are public accommodations under the Americans with Disabilities Act (ADA), Title III. If you believe that such an operation may be practicing discrimination in violation of Title III, you may call the ADA Information Line at (800) 514-0301 (voice) or (800) 514-0383 (TTY).

Signature - Parent or Legal Guardian [Signature]	EXHIBIT C	10-1-13
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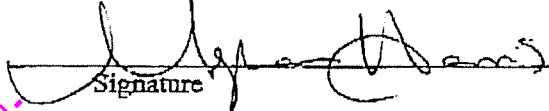
Discipline and Guidance Policy for

The Carlisle School
Name of Operation

- ◆ Discipline must be:
 - (1) Individualized and consistent for each child;
 - (2) Appropriate to the child's level of understanding; and
 - (3) Directed toward teaching the child acceptable behavior and self-control.
- ◆ A caregiver may only use positive methods of discipline and guidance that encourage self-esteem, self-control, and self-direction, which include at least the following:
 - (1) Using praise and encouragement of good behavior instead of focusing only upon unacceptable behavior;
 - (2) Reminding a child of behavior expectations daily by using clear, positive statements;
 - (3) Redirecting behavior using positive statements; and
 - (4) Using brief supervised separation or time out from the group, when appropriate for the child's age and development, which is limited to no more than one minute per year of the child's age.
- ◆ There must be no harsh, cruel, or unusual treatment of any child. The following types of discipline and guidance are prohibited:
 - (1) Corporal punishment or threats of corporal punishment;
 - (2) Punishment associated with food, naps, or toilet training;
 - (3) Pinching, shaking, or biting a child;
 - (4) Hitting a child with a hand or instrument;
 - (5) Putting anything in or on a child's mouth;
 - (6) Humiliating, ridiculing, rejecting, or yelling at a child;
 - (7) Subjecting a child to harsh, abusive, or profane language;
 - (8) Placing a child in a locked or dark room, bathroom, or closet with the door closed; and
 - (9) Requiring a child to remain silent or inactive for inappropriately long periods of time for the child's age.

Texas Administrative Code, Title 40, Chapters 746 and 747, Subchapters L, Discipline and Guidance

My signature verifies I have read and received a copy of this discipline and guidance policy.


Signature

10-1-13
Date

Check one please:

☒ parent

☐ employee/caregiver

☐ household member of child-care home



The Carlisle School

4705 Lovers Lane West

Dallas, Texas 75209

REGISTRATION & TUITION SCHEDULE

Effective 1 August 2012

ANNUAL REGISTRATION: \$550.00

ANNUAL TUITION: \$10,000.00

PAID MONTHLY: \$875.00/MONTH X 12 MONTHS

TUITION, ACADEMIC YEAR PROGRAM: \$7700.00

INSTALLMENT PLAN: \$875.00/MO. X 9 MONTHS

ACADEMIC YEAR PARTIAL PGM:

INSTALLMENT PLAN:

~~\$6000.00~~

\$5700.00/MO. X 9 MONTHS

SUMMER PERPROGRAM JUNE-AUGUST

FULL PROGRAM:

\$2525.00

PARTIAL PROGRAM:

\$2100.00

OCCASIONAL FEES: DROP-IN/DAY: \$65.00/WEEK \$300.00

DIAPERING FEE: \$50.00/MONTH

PLEASE NOTE: If parents cannot pay upon entrance, arrangement can be made for monthly, interest-free, equal installment payments for the Academic Year (September-May). Installment payments must be paid promptly, in order that school operations be on-budget for instructional and care programs. Monthly installment payments are due on the First of each month. Installments paid after the 6th of the month are subject to a Late Fee of \$30.00. *Caveat: Fees are not refundable. Removal of a child for periods of time within the enrollment term does not abrogate or diminish the full tuition obligation for that period of time. The remaining monthly tuition installments for any child withdrawn before the end of the payment period are due and payable upon withdrawal of the child. Full payments cannot be changed to monthly installments from one year to the next without prior notice in writing at least 90 days prior to the renewal of enrollment.*

CONTRACT AGREEMENT: I, Melanie Davis, the undersigned parent/guardian of C. H. Davis (name of child(ren)) acknowledge that I have read and understand the terms of full and installment payments for tuition. By my signature I confirm my agreement to said terms and hereby agree to make ☐ Annual ☐ Academic Year payment ☐ in full

☐ by twelve-month ☒ By nine-month installment.

Signature

Date

10-1-13



theJasmineBRAND.com

theJasmineBRAND.com

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theJasmineBRAND.com

9X2013

EXHIBIT
F

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68TH JUDICIAL DISTRICT

VS.

Defendant.

DALLAS COUNTY, TEXAS

HARD CARLISLE, §
§
§
§
endant. § DALLAS C

PLAINTIFFS' DEVIN HARRIS AND MEGHAN HARRIS REQUEST FOR DISCLOSURE TO DE

The Carlisle School, Inc. and Rev. Can
y, by and through their attorney of record, Jan
Skeen & Northam, PLLC, 111 W. Spring Va
, TX 75081.

W Plaintiffs Devin Harris and Meghan Harris (collec
pursuant to Texas Rule of Civil Procedure 194, pro
t for Disclosure as follows:

COMES NOW Plaintiffs Devin Harris and Meghan Harris (collectively referred to herein as “Plaintiffs”), and pursuant to Texas Rule of Civil Procedure 194, provides their Responses to Defendants’ Request for Disclosure as follows:

RESPONSE:

(a) The correct names of the parties are:

RESPONSE: The Parties are correctly named

(b) The name, address, and telephone number of the parties are:

RESPONSE: No additional parties named Defendants.

PLAINTIFFS' RESPONSE TO REQUESTS FOR DISCOVERY
DAL 79309170v1

RESPONSE:

(b) The name, address, and telephone number of any potential parties;

PLAINTIFFS' RESPONSE TO REQUESTS FOR DISCLOSURE TO DEFENDANTS
DAL 79309170v1



(c) The legal theories and, in general, the factual bases of the responding party's claims or defenses (responding party need not marshal all evidence that may be offered at trial);

RESPONSE:

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. In investigating the 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 School.

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.

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.

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

On October 1, 2013, Plaintiffs enrolled their daughter at the School by completing and signing the Registration and Tuition Schedule (the "Tuition Schedule") provided to them by the 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.

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.

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.

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.

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.

The foregoing activities were emblematic of the recent operations at The School. For example, in September of 2013 alone, the 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. Furthermore, the Carlisle School appears to have forfeited its corporate existence by its failure to pay appropriate taxes.

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.

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.

Plaintiff has sought causes of action for Fraud, Negligent Misrepresentation, Declaratory Judgment, and Breach of Contract. In addition, Plaintiffs seek their attorneys' fees and costs incurred in pursuing this action.

(d) The amount and any method of calculating economic damages;

RESPONSE:

Plaintiffs currently seek the return of all amounts paid to the Carlisle School \$6,650.00, and interest on that amount in the highest amount to which they are entitled to by law.

Plaintiffs additionally seek their attorneys' fees in an amount which has not yet been determined as fees continue to accrue.

(e) The name, address, and telephone number of persons having knowledge of relevant facts, and a brief statement of each identified persons connection with the case;

RESPONSE:

The following individuals are either the Plaintiffs or individuals employed by or otherwise associated with the Plaintiffs who may have knowledge related to the facts of this case, including but not limited to the contract and representations in issue. Each may be contacted through undersigned counsel.

1. Plaintiff Meghan Harris
2. Plaintiff Devin Harris

The following individuals are either the Defendant or individuals employed by or otherwise associated with the Defendant who may have knowledge related to the facts of this case, including but not limited to the contract and representations in issue.

1. Defendant Rev. Richard Carlisle
2. Corporate Representative(s) of The Carlisle School, Inc.
3. Corporate Representative(s) of The Carlisle School.

(f) For any testifying expert, please state:

1. the expert's name, address, and telephone number;
2. the subject matter on which the expert will testify;
3. the general substance of the experts mental impressions and opinions and a brief summary of the basis for them, or if the expert is not retained by, employed by, or otherwise subject to the control of the responding party, documents reflecting such information;
4. if the expert is retained by, employed by, or otherwise subject to the control of the responding party,
 - (A) all documents, tangible things, reports, models, or data compilations that have been provided to, reviewed by, or prepared by or for the expert in anticipation of the expert's testimony; and
 - (B) the expert's current resume and bibliography;

RESPONSE:

Victor Vital
Greenberg Traurig, LLP
2200 Ross Avenue, Suite 5200
Dallas, TX 75201
214.665.3644

Vital will testify about attorneys' fees for trial and appeal. Vital's testimony will be based on his education, background, skills, and experience, as well as his review and knowledge of the pleadings, motions, orders, written discovery, deposition discovery, documents produced and his fee invoices in and for this case. He is expected to testify that the Plaintiffs' attorneys' fees in this case are reasonable and necessary, which fee amounts are reflected in redacted fee invoices which may be provided upon proper request. Vital's testimony will appropriately segregate between recoverable fees and non-recoverable fees, to the extent required by law.

(g) Any indemnity and insuring agreements described in Rule 192.3(f);

RESPONSE:

None known at this time.

(h) Any settlement agreements described in Rule 192.3(g);

RESPONSE:

None identified at this time.

(i) Any witness statements described in Rule 192.3(h);

RESPONSE:

None identified at this time

(j) In a suit alleging physical or mental injury and damages from the occurrence that is the subject of the case, all medical records and bills that are reasonably related to the injuries or damages asserted or, in lieu thereof, an authorization permitting the disclosure of such medical records and bills;

RESPONSE:

This is not a suit alleging physical or mental injury.

(k) In a suit alleging physical or mental injury and damages from the occurrence that is the subject of the case, all medical records and bills obtained by the responding party by virtue of an authorization furnished by the requesting party;

RESPONSE:

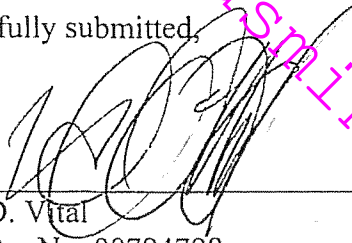
This is not a suit alleging physical or mental injury.

(l) The name, address, and telephone number of any person who may be designated as a responsible third party;

RESPONSE:

None known at this time.

Respectfully submitted,



Victor D. Vital
State Bar No. 00794798
vitalv@gtlaw.com
Steven V. Walkowiak
State Bar No. 24047060
walkowiaks@gtlaw.com


GREENBERG TRAUIG, LLP
2200 Ross Avenue, Suite 5200
Dallas, Texas 75201
Telephone: 214.665.3600
Facsimile: 214.665.3601

ATTORNEYS FOR PLAINTIFFS
DEVIN & MEGHAN HARRIS

CERTIFICATE OF SERVICE

I hereby certify that on this 28th day of May, 2014 a true and correct copy of the foregoing was served by certified mail, return receipt requested, upon the following:

James D. Blume
Blume, Faulkner, Skeen & Northam, PLLC
111 W. Spring Valley Rd., Suite 250
Richardson, TX 75081


Steven V. Walkowiak

CAUSE NO. DC-14-03404

DEVIN HARRIS AND MEGHAN
HARRIS,

Plaintiffs,

v.

THE CARLISLE SCHOOL, THE
CARLISLE SCHOOL, INC. AND REV.
CANON RICHARD CARLISLE,
INDIVIDUALLY

Defendants.

§ IN THE 68TH JUDICIAL

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DISTRICT COURT OF

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DALLAS COUNTY, TEXAS

AFFIDAVIT OF CLAIRE E. JAMES

STATE OF TEXAS

§

§

COUNTY OF DALLAS

§

Before me, the undersigned authority, on this day personally appeared Claire E. James, who being by me duly sworn, deposed and stated as follows:

"My name is Claire E. James; I am over 18 years of age, of sound mind, and capable in all respects of making this Affidavit. I have personal knowledge of the facts stated herein, and the facts stated herein are true and correct.

1. I am an attorney of record for Defendants the Carlisle School and Rev. Dr. Richard Carlisle, in the above-referenced and styled cause. I am familiar with the facts and legal proceedings in this case based upon my review of the entire file as well as my participation in this case. I have been licensed to practice law in the State of Texas since 2012 and I am in good standing with the State Bar of Texas. I have practiced primarily in the areas of civil litigation, family law, and complex commercial litigation, representing businesses and individuals in lawsuits and arbitrations. I have practiced law primarily in Dallas County and other counties in this State since 2012. I am familiar with the usual and customary fees charged by attorneys in and around Dallas County and the contiguous counties for cases of this type. Attached hereto as *Exhibit 1* is a true and correct copy of my resume.

2. Attached hereto as *Exhibit 2* are true and correct copies of summary invoices for the representation of Defendants in this matter, generated by Blume, Faulkner, Skeen & Northam, PLLC.




3. In expressing my opinion, I have considered the factors listed in Rule 1.04 of the Texas Disciplinary Rules of Professional Conduct, including the time and labor required, the novelty and difficulty of the questions involved, the skills required to perform the services properly, the customary fees for cases of this type, the amount involved, the time limitations required for this proceeding, and the fixed, hourly fees charged to the client. With that understanding, it is my opinion that Two Hundred Dollars (\$200.00) per hour is a reasonable and necessary attorney's fee for this case for an attorney of my experience and qualifications.

4. It is my further opinion that Two Hundred Fifty Dollars (\$250.00) per hour is a reasonable and necessary attorney's fee for the time of Shelly L Skeen, a shareholder at Blume, Faulkner, Skeen & Northam PLLC who has supervised my handling of this case, based on her experience and qualifications. Ms. Skeen's resume is attached hereto as *Exhibit 3*. Ms. Skeen has been licensed to practice law in the State of Texas since 1999 and has practiced primarily in the areas of civil litigation, complex commercial litigation, and appellate law since that time. It is further my opinion that One Hundred Dollars to One Hundred Twenty-Five Dollars (\$100.00-\$125.00) per hour is reasonable for the time of our paralegals and legal assistants based upon their experience and qualifications.

5. It is further my opinion that the time billed and the attorney's fees, costs, and expenses incurred by Defendants were reasonable and necessary for the handling of and the preparation of this matter to date. The total reasonable and necessary attorney's fees incurred by Defendants, from their initial inception of Blume, Faulkner, Skeen & Northam PLLC's representation in this matter through the present are at least **\$10,731.25**. The reasonable and necessary expenses incurred by Defendants in this case are at least **\$74.35**. Therefore, the total reasonable and necessary attorney's fees, costs, and expenses incurred in representing Defendants in this matter as of the filing of this affidavit are at least **\$10,805.60**.

6. I reserve the right to revise the opinions expressed herein as the case proceeds and/or due to the changing complexity of the issues involved as this case proceeds."

FURTHER AFFIANT SAYETH NOT."



Claire E. James, Affiant

SUBSCRIBED AND SWORN TO before me, the undersigned notary public, on this the 16th day of July, 2014.



Notary Public in and for the State of Texas



CLAIRE E. JAMES

Blume, Faulkner, Skeen & Northam PLLC • 214.373.7788 • cjames@bfsnlaw.com

EDUCATION	SMU Dedman School of Law, J.D. May 2012 <i>Honors:</i> Cum Laude, Dean's List, Best Brief Nominee, Spring 2010 <i>Activities:</i> SMU Law Review Association, <i>Articles Editor</i> ; researched for Professor Anthony Colangelo and Professor Meghan Ryan; Phi Delta Phi, <i>Member</i>
	University of Illinois at Urbana-Champaign, B.S. in Psychology May 2005
EXPERIENCE	Blume, Faulkner, Skeen & Northam PLLC, Richardson, Texas <i>Associate</i> November 2012-Present Represent clients in commercial trial and appellate matters; represent family clients in divorce, modification, and enforcement litigation and arbitration; attend hearings before courts and arbitration panels
	Law Clerk June 2011 – November 2012 Drafted successful Motion to Compel in complex breach of contract case; prepared for final arbitration hearing; researched and prepared memoranda; drafted motions; responded to discovery and prepared requests for discovery
	Curtis Castillo PC, Dallas, Texas <i>Law Clerk</i> January – June 2011 Researched and prepared memoranda for boutique bankruptcy/commercial litigation firm; drafted motions; responded to discovery and performed document review
	Broden & Michelsen, Dallas, Texas <i>Law Clerk</i> October 2010 – January 2011 Reviewed, summarized, and analyzed trial transcript in preparation for appeal to the 5th Circuit
	The Honorable William Mazur, 304th District Court, Dallas, Texas <i>Judicial Intern</i> July – August 2010 Researched and drafted memoranda and Findings of Fact & Conclusions of Law regarding jurisdictional issue
	Dallas County District Attorney's Office, Dallas, Texas <i>Intern</i> May – June 2010 Prepared, reviewed, and evaluated discovery materials, attended mediations, hearings, and meetings with ADA's
ADMISSIONS	Texas, 2012
MEMBERSHIPS	Texas Bar Association – commercial litigation and family law sections; Dallas Bar Association – commercial litigation and family law sections; Texas Association of Young Lawyers; American Bar Association – Family Law Section; Richardson Young Professionals





Blume, Faulkner, Skeen & Northam, PLLC

111 W. Spring Valley Rd., Suite 250
Richardson, TX 75081-
Tel: 214-373-7788 Fax: 214-373-7783

Dr. Richard Carlisle
Carlisle School
4705 West Lovers Lane
Dallas, TX 75209

Invoice

Invoice Date: [REDACTED]
Invoice Num: 7098
Billing Through: [REDACTED]

Carlisle School \ Attempted Debt Collection (14-011) - Managed by (SLS)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
1/14/2014	TLA	Legal Services Prepare correspondence for transmission and send to recipient via facsimile.	0.25	\$125.00	\$31.25
2/2/2014	CEJ	Legal Services Review [REDACTED] [REDACTED] draft response [REDACTED]	2.00	\$175.00	\$350.00
2/3/2014	CEJ	Legal Services Review [REDACTED] [REDACTED]	0.25	\$175.00	\$43.75
2/4/2014	CEJ	Legal Services Attempted [REDACTED], revise [REDACTED]	0.25	\$175.00	\$43.75
2/5/2014	CEJ	Legal Services Telephone call [REDACTED] [REDACTED] send same [REDACTED]	0.50	\$175.00	\$87.50
3/21/2014	CEJ	Legal Services Receipt and review [REDACTED] [REDACTED]	0.50	\$175.00	\$87.50
3/24/2014	CEJ	Legal Services Receipt and review [REDACTED] telephone call [REDACTED]	1.25	\$175.00	\$218.75
3/24/2014	SLS	Legal Services Conference [REDACTED] [REDACTED] Telephone conference [REDACTED] [REDACTED] Conference [REDACTED] correspondence [REDACTED]	0.75	\$250.00	\$187.50
3/25/2014	CEJ	Legal Services Emails [REDACTED] confer [REDACTED] [REDACTED] draft [REDACTED] [REDACTED]	1.00	\$175.00	\$175.00





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Invoice

Invoice Date: [REDACTED]

Invoice Num: 7098

Billing Through: [REDACTED]

Carlisle School \ Attempted Debt Collection (14-011) - Managed by (SLS)

Professional Services

Date	Employee	Description	Hours	Rate	Amount
3/25/2014	SLS	Legal Services Conference [REDACTED] Review and analyze [REDACTED] Receipt and review Draft responses to same; Draft [REDACTED]	0.50	\$250.00	\$125.00
3/26/2014	CEJ	Legal Services Receipt of email [REDACTED]	0.50	\$175.00	\$87.50
3/26/2014	SLS	Legal Services Receipt and review [REDACTED] Draft correspondence correspondence Conference [REDACTED]	0.75	\$250.00	\$187.50
3/27/2014	CEJ	Legal Services Send email [REDACTED]	0.25	\$175.00	\$43.75
3/27/2014	SLS	Legal Services Receipt and review Carlisle; Draft responses correspondence [REDACTED]	0.50	\$250.00	\$125.00
3/28/2014	NB	Legal Services Prepare client [REDACTED] No charge.	0.25	\$100.00	No Charge
3/28/2014	SLS	Legal Services Receipt and review [REDACTED] No charge.	0.25	\$250.00	No Charge
3/28/2014	CEJ	Legal Services Receipt and review [REDACTED] No charge.	0.25	\$175.00	No Charge



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Dallas, TX 75209

Invoice

Invoice Date: [REDACTED]

Invoice Num: 7098

Billing Through: [REDACTED]

Carlisle School \ Attempted Debt Collection (14-011) - Managed by (SLS)

Professional Services

Date	Employee	Description	Hours	Rate	Amount
4/3/2014	SLS	Legal Services Conference with CJ to discuss the further handling of the case; Receipt and review of correspondence from CJ regarding same.	0.25	\$250.00	\$62.50
4/3/2014	CEJ	Legal Services Receipt of phone message from client and call client; review of petition; respond to phone call from [REDACTED]	1.50	\$175.00	\$262.50
4/4/2014	SLS	Legal Services Receipt and review of correspondence from CJ; Draft response to same.	0.25	\$250.00	\$62.50
4/4/2014	CEJ	Legal Services Phone call from client, phone call regarding [REDACTED]	1.00	\$175.00	\$175.00
4/7/2014	CEJ	Legal Services Attention to emails from client, discussion with SLS regarding same, review [REDACTED]	0.50	\$175.00	\$87.50
4/8/2014	SLS	Legal Services Conference with CJ to discuss the further handling of the case; Receipt and review of correspondence from CJ; Telephone conference with the client to discuss the further handling of the case.	0.75	\$250.00	\$187.50
4/8/2014	CEJ	Legal Services Telephone conference with client, discussion with SLS, email to client.	1.00	\$175.00	\$175.00
4/9/2014	SLS	Legal Services Receipt and review of draft correspondence from CJ; Draft revisions to same; Conference with CJ to discuss same.	0.50	\$250.00	\$125.00
4/14/2014	NB	Legal Services Receipt and review of email correspondence; calculate and calendar answer date per CEJ. No charge.	0.25	\$100.00	No Charge
4/17/2014	CEJ	Legal Services Begin drafting answer.	0.75	\$175.00	\$131.25



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Dallas, TX 75209

Invoice

Invoice Date: [REDACTED]
Invoice Num: 7098
Billing Through: [REDACTED]

Carlisle School \ Attempted Debt Collection (14-011) - Managed by (SLS)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
4/17/2014	SLS	Legal Services Conference with CJ to discuss the further handling of the case; Review and analyze the petition.	0.50	\$250.00	\$125.00
4/21/2014	CEJ	Legal Services Follow up with Dr. Carlisle regarding [REDACTED]	0.25	\$175.00	\$43.75
4/21/2014	SLS	Legal Services Conference with CJ to discuss the further handling of the case.	0.25	\$250.00	\$62.50
4/22/2014	CEJ	Legal Services Receipt of and review of emails from client	0.25	\$175.00	\$43.75
4/22/2014	SLS	Legal Services Receipt and review of correspondences from CJ; Conference with CJ to discuss same.	0.25	\$250.00	\$62.50
4/25/2014	CEJ	Legal Services Review client emails, review Original Petition, draft answer and affirmative defenses, review relevant law.	2.50	\$175.00	\$437.50
4/25/2014	SLS	Legal Services Conference with CJ to discuss the further handling of the case and the filing of the answer.	0.25	\$250.00	\$62.50
4/26/2014	CEJ	Legal Services Text messages to and from client regarding [REDACTED] telephone call with SLS regarding answer, review emails related to same.	0.75	\$175.00	\$131.25
4/26/2014	SLS	Legal Services Review and analyze the draft answer; Review and analyze relevant authorities; Draft correspondences to CJ regarding revisions to the answer; Telephone conference with to discuss the further handling of the case and the filing of the answer.	1.00	\$250.00	\$250.00
4/27/2014	CEJ	Legal Services Review client email related to answer, revise answer per SLS.	1.50	\$175.00	\$262.50



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Dallas, TX 75209

Invoice

Invoice Date: [REDACTED]

Invoice Num: 7098

Billing Through: [REDACTED]

Carlisle School \ Attempted Debt Collection (14-011) - Managed by (SLS)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
4/27/2014	SLS	Legal Services Review and analyze the revised draft answer; Receipt and review of correspondences from CJ; Draft responses to same.	0.25	\$250.00	\$62.50
4/28/2014	BCH	Legal Services File Original Answer; fax same to opposing counsel; copy client documents.	0.75	\$75.00	\$56.25
4/28/2014	CEJ	Legal Services Travel [REDACTED] [REDACTED] revise answer and direction to BH to file same and serve on opposing counsel.	2.00	\$175.00	\$350.00
4/29/2014	SLS	Legal Services Telephone conference with CJ to discuss the further handling of the case; Review and analyze the filed answer; Conference with CJ to discuss same; Conference with RDF to discuss the further handling of the case.	0.50	\$250.00	\$125.00
4/29/2014	CEJ	Legal Services Discuss case with SLS.	0.25	\$175.00	\$43.75
5/1/2014	SLS	Legal Services Receipt and review of draft amended answer; Draft revisions to same; Conference with CJ to discuss same; Receipt and review of correspondences from CJ regarding the further handling of the case.	0.25	\$250.00	\$62.50
5/1/2014	CEJ	Legal Services Review School Policies and revise answer; discussion with SLS regarding same.	1.00	\$175.00	\$175.00
5/5/2014	SLS	Legal Services Conference with CJ to discuss the further handling of the case.	0.25	\$250.00	\$62.50
5/5/2014	CEJ	Legal Services Telephone call from opposing counsel, emails to and from client.	0.25	\$175.00	\$43.75
5/6/2014	BCH	Legal Services Research [REDACTED] send same to CEJ; receipt and review of client faxes.	0.25	\$75.00	\$18.75



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Dr. Richard Carlisle
Carlisle School
4705 West Lovers Lane
Dallas, TX 75209

Invoice

Invoice Date: [REDACTED]

Invoice Num: 7098

Billing Through: [REDACTED]

Carlisle School \ Attempted Debt Collection (14-011) - Managed by (SLS)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
5/6/2014	BCH	Legal Services File Amended Answer; send same to opposing counsel.	0.50	\$75.00	\$37.50
5/6/2014	SLS	Legal Services Receipt and review of correspondences from CJ; Telephone conference with CJ to discuss the amended petition.	0.50	\$250.00	\$125.00
5/6/2014	CEJ	Legal Services Receipt of fax from client; direction to BH to file amended answer.	0.50	\$175.00	\$87.50
5/7/2014	BCH	Legal Services Receipt and review of correspondence; calendar same; schedule meeting.	0.25	\$75.00	\$18.75
5/7/2014	CEJ	Legal Services Receipt of RFD; forward same to client; request date and time for meeting; direction to BH to calendar deadlines on same.	0.50	\$175.00	\$87.50
5/9/2014	BCH	Legal Services Draft discovery responses.	0.50	\$75.00	\$37.50
5/12/2014	SLS	Legal Services Receipt and review of correspondence from CJ and the client, no charge.	0.25	\$250.00	No Charge
5/13/2014	BCH	Legal Services Copy client documents; receipt and review of correspondence; draft [REDACTED] No charge.	0.50	\$75.00	No Charge
5/13/2014	SLS	Legal Services Receipt and review of correspondences from CJ and Dr. Carlisle; Receipt and review of Plaintiffs' Requests for Disclosure; Receipt and review of Plaintiffs' First Amended Petition; Draft correspondence to CJ; Conference with BH to discuss [REDACTED] (no charge); Meet with Rev. Carlisle and CJ.	3.25	\$250.00	\$812.50

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Carlisle School
4705 West Lovers Lane
Dallas, TX 75209

Invoice

Invoice Date: [REDACTED]

Invoice Num: 7098

Billing Through: [REDACTED]

Carlisle School \ Attempted Debt Collection (14-011) - Managed by (SLS)**Professional Services**

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
5/13/2014	CEJ	Legal Services Prepare for client meeting with SLS, attend meeting with client and SLS.	3.50	\$175.00	\$612.50
5/14/2014	SLS	Legal Services Receipt and review of draft correspondence from BH; Draft revisions to same; Receipt and review of correspondence from Mr. Carlisle, no charge.	0.50	\$250.00	No Charge
5/15/2014	BCH	Legal Services Revise [REDACTED] No charge.	0.25	\$75.00	No Charge
5/15/2014	SLS	Legal Services Receipt and review of [REDACTED] letter; Conference with the paralegal to discuss same; Draft further revisions to same; Draft correspondence to the paralegal with the appropriate language for [REDACTED] no charge.	0.50	\$250.00	No Charge
5/16/2014	SLS	Legal Services Receipt and review of correspondence from Mr. Carlisle; Draft correspondence to BH on Saturday regarding same; no charge.	0.25	\$250.00	No Charge
5/17/2014	SLS	Legal Services Review and analyze [REDACTED] [REDACTED] Draft further revisions to same; Draft correspondence to the paralegal regarding same.	0.25	\$250.00	\$62.50
5/19/2014	SLS	Legal Services Receipt and review of correspondence from Mr. Carlisle.	0.25	\$250.00	\$62.50
5/20/2014	BCH	Legal Services Email and mail [REDACTED] per SLS instructions. No charge.	0.25	\$75.00	No Charge



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Dr. Richard Carlisle
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4705 West Lovers Lane
Dallas, TX 75209

Invoice

Invoice Date: [REDACTED]

Invoice Num: 7098

Billing Through: [REDACTED]

Carlisle School \ Attempted Debt Collection (14-011) - Managed by (SLS)

Professional Services

Date	Employee	Description	Hours	Rate	Amount
5/20/2014	SLS	Legal Services Receipt and review of correspondence from BH; Telephone conference with BH to discuss same, no charge.	0.25	\$250.00	No Charge
5/23/2014	CEJ	Legal Services Discovery responses and memo to file; review amended petition.	2.50	\$175.00	\$437.50
5/27/2014	BCH	Legal Services Copy client documents per CEJ instructions.	0.25	\$75.00	\$18.75
5/27/2014	CEJ	Legal Services Draft response to Request for Disclosure; review documents for same and instruction to BH to copy same; telephone call to client; finalize memo to file and same to SLS; email to client regarding all.	2.75	\$175.00	\$481.25
5/28/2014	BCH	Legal Services Receipt and review of correspondence; calendar same.	0.25	\$75.00	\$18.75
5/28/2014	CEJ	Legal Services Meet briefly with client to [REDACTED] give same to SLS for review.	0.50	\$175.00	\$87.50
5/28/2014	SLS	Legal Services Receipt and review of draft discovery responses from CJ; Draft revisions to same.	0.25	\$250.00	\$62.50
5/29/2014	SLS	Legal Services Receipt and review of discovery from opposing counsel; Receipt and review of draft disclosure responses; Draft revisions to same.	0.50	\$250.00	\$125.00

Total Service Amount: \$8,718.75

Reimbursable Expenses:

Date	Employee	Description	Amount
3/31/2014	FIRM	Color Copies @ .75 per copy	No Charge
4/28/2014	FIRM	Postage & Delivery	No Charge
4/30/2014	FIRM	Photocopies at \$0.25 per copy	No Charge
5/13/2014	FIRM	Fee: Texas Secretary of State	\$1.00



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Dr. Richard Carlisle
Carlisle School
4705 West Lovers Lane
Dallas, TX 75209

Invoice

Invoice Date: [REDACTED]

Invoice Num: 7098

Billing Through: [REDACTED]

Carlisle School \ Attempted Debt Collection (14-01 t) - Managed by (SLS)

Total Expenses: \$1.00

Amount Due This Invoice: \$8,719.75

This invoice is due upon receipt

Account Summary

Services BTD	Expenses BTD	Last Inv Num	Last Inv Date	Last Inv Amt	Last Pay Amt	Prev Unpaid Amt
\$ 8,718.75	\$ 1.00	--	--	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

Total Amount Due Including This Invoice: \$ [REDACTED]



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Dr. Richard Carlisle
Carlisle School
4705 West Lovers Lane
Dallas, TX 75209

Invoice

Invoice Date: [REDACTED]

Invoice Num: 7117

Billing Through: [REDACTED]

Carlisle School \ Attempted Debt Collection (14-011) - Managed by (SLS)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
6/2/2014	BCH	Legal Services Conference with SLS and CEJ regarding deadlines; calendar same. (Spent .50, charge .25)	0.25	\$75.00	\$18.75
6/2/2014	CEJ	Legal Services Review disclosure deadline and Rule 190.2(b)(6); confer with SLS regarding same; draft letter to Vital.	0.75	\$175.00	\$131.25
6/2/2014	SLS	Legal Services Receipt and review of correspondence from the Court; Conference with BH to discuss calendaring the deadlines in the case; Review and analyze the documents for production; Receipt and review of correspondence from the client; Receipt and review of draft correspondence from CJ; Draft revisions to same.	1.00	\$250.00	\$250.00
6/3/2014	BCH	Legal Services Email client regarding [REDACTED]; send correspondence to opposing counsel.	0.25	\$75.00	\$18.75
6/3/2014	CEJ	Legal Services Revisions to letter to Vital [REDACTED], print same and ensure same is sent [REDACTED].	0.25	\$175.00	\$43.75
6/3/2014	SLS	Legal Services Conference with CJ to discuss the further handling of the case; Receipt and review of draft correspondence to opposing counsel; Conference with the paralegal to discuss the further handling of the case; Receipt and review of correspondence from CJ.	0.25	\$250.00	\$62.50
6/4/2014	BCH	Legal Services Conference with CEJ regarding discovery; prepare discovery per CEJ instructions; send same via certified mail to opposing counsel.	1.00	\$75.00	\$75.00
6/4/2014	CEJ	Legal Services Attention to discovery [REDACTED]; finalize disclosures and direction to BH to serve same.	2.00	\$175.00	\$350.00



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4705 West Lovers Lane
Dallas, TX 75209

Invoice

Invoice Date: [REDACTED]

Invoice Num: 7117

Billing Through: [REDACTED]

Carlisle School \ Attempted Debt Collection (14-011) - Managed by (SLS)

Professional Services

Date	Employee	Description	Hours	Rate	Amount
6/4/2014	SLS	Legal Services Conference with CJ to discuss the further handling of the case; Review and analyze the [REDACTED] Conference with the paralegal to discuss the further handling of the case.	0.25	\$250.00	\$62.50
6/5/2014	CEJ	Legal Services Draft first supplemental answer; review jury charges, contact client regarding [REDACTED]	1.25	\$175.00	\$218.75
6/6/2014	BCH	Legal Services File Original Answer; send same to opposing counsel.	0.25	\$75.00	\$18.75
6/6/2014	CEJ	Legal Services Brief conference with SLS regarding answer to amended petition; receipt of affidavit from client.	0.50	\$175.00	\$87.50
6/6/2014	SLS	Legal Services Conference with CJ to discuss the further handling of the case; Review and analyze the draft original answer for The Carlisle School, the new entity added by Plaintiffs; Draft revisions to same; Telephone conference with CJ to discuss same; Conference with BH to discuss the further handling of the case.	0.75	\$250.00	\$187.50
6/7/2014	SLS	Legal Services Review and analyze draft correspondence; Draft revisions to same; Draft interoffice correspondence regarding same.	0.25	\$250.00	\$62.50
6/10/2014	CEJ	Legal Services Discussion with TA regarding [REDACTED] email to SLS to discuss same; conference with SLS regarding [REDACTED] No charge.	0.50	\$175.00	No Charge
6/10/2014	SLS	Legal Services Conference with CJ to discuss the further handling of the case. No charge.	0.25	\$250.00	No Charge
6/12/2014	BCH	Legal Services Receipt and review of correspondence; send same to client.	0.25	\$75.00	\$18.75



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Billing Through: [REDACTED]

Carlisle School \ Attempted Debt Collection (14-011) - Managed by (SLS)

Professional Services

Date	Employee	Description	Hours	Rate	Amount
6/12/2014	CEJ	Legal Services Discussion of case with SLS; attempted telephone call with opposing counsel; begin drafting Motion to Compel; telephone call with opposing counsel; attempted telephone call to client; receipt of discovery and response to email regarding same.	1.00	\$175.00	\$175.00
6/12/2014	SLS	Legal Services Conference with CJ to discuss strategies for the further handling of the case; Receipt and review of correspondence from opposing counsel.	0.50	\$250.00	\$125.00
6/16/2014	CEJ	Legal Services Pull case on [REDACTED] and review same with attention to preparation for MSJ.	0.25	\$175.00	\$43.75
6/18/2014	SLS	Legal Services Receipt and review of correspondence from the mediator.	0.25	\$250.00	\$62.50

Total Service Amount: \$2,012.50

Reimbursable Expenses:

Date	Employee	Description	Amount
6/10/2014	FIRM	Photocopies at \$0.25 per copy	\$18.00
6/30/2014	FIRM	Photocopies at \$0.25 per copy	\$24.25
6/30/2014	FIRM	Color Copies @ .75 per copy	\$9.00
6/30/2014	FIRM	Postage & Delivery	\$22.10

Total Expenses: \$73.35

Amount Due This Invoice: \$2,085.85

This invoice is due upon receipt

Account Summary

Services BTD	Expenses BTD	Last Inv Num	Last Inv Date	Last Inv Amt	Last Pay Amt	Prev Unpaid Amt
\$ 10,731.25	\$ 74.35	7098	[REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

Total Amount Due Including This Invoice: \$ [REDACTED]

SHELLY L. SKEEN

ATTORNEY - MEDIATOR - ARBITRATOR

111 W. SPRING VALLEY RD., SUITE 250

RICHARDSON, TEXAS 75081

T: (214) 373-7788, F: (214) 373-7783, Email: sskeen@bfsnalw.com

EDUCATION:

Texas Wesleyan University School of Law, Fort Worth, Texas

J.D., *magna cum laude*

Law Review, Citation Editor

University of Washington, Seattle, Washington

B.A., *cum laude* (Economics)

University of Washington, Seattle, Washington

B.A., *cum laude* (Psychology)

Phi Beta Kappa

Southern Methodist University, Dallas, Texas

ABA Legal Assistant, Certificate in Business Law

PROFESSIONAL ASSOCIATIONS:

State Bar of Texas, licensed

Alternative Dispute Resolution Section – Member

Appellate Law Section – Member

Real Estate, Probate, and Trust Law Section - Member

Dallas Bar Association - Member

Appellate Section - Member

Probate, Wills, & Estates Section – Member

Dallas Diversity Task Force - Member

DAYL Foundation - Life Fellow and Sustaining Life Fellow

The College of the State Bar of Texas - Member

The National Mediation Academy, Dallas, Texas

Certificate as a Certified Mediator and Neutral

Advanced Guardianship Course, Guardian Ad Litem Certificate

The Chartered Institute of Arbitrators, London, England, MCI Arb, FCI Arb Candidate

Arbitral Women, The International Network of Women in Dispute Resolution - Member

ADMITTED TO PRACTICE BEFORE:

The Supreme Court of the United States

The United States Court of Federal Claims

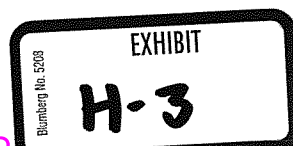
The Supreme Court of Texas

United States Courts of Appeals for the Fifth and Sixth Circuits

United States District Courts for the Northern, Eastern and Southern Districts of Texas

United States District Court, Eastern District of Michigan

SELECTED EMPLOYMENT EXPERIENCE:



Blume, Faulkner, Skeen, & Northam, PLLC, Shareholder (current)
Complex Commercial Litigation, Appellate Law, Arbitration, Estate Planning &
Probate

Ecumenical Mediation Service, Inc., Member and Faculty

ITT Technical Institute, Adjunct Instructor (current)
School of Business and School of Criminal Justice

City of Wylie, Texas, Assistant Prosecutor (current)

Shackelford, Melton & McKinley, Associate
Complex Commercial Litigation

Campbell & LeBoeuf, P.C., Associate
Legal Malpractice and Grievance Defense, Complex Commercial Litigation, and
Appellate Law

The Sixth District Court of Appeals for the State of Texas, Briefing Attorney

SELECTED SPEECHES, PUBLICATIONS, AND CASES:

Cause No. 13-0073-CV; *In re John Doe a/k/a Trooper*, before the Texas Supreme Court,
Lead Counsel, Lead Counsel, Oral Argument, Nov. 7, 2013

Cause No. 13-30103; *Doug Welborn, in his official capacity as Clerk of Court of the
Nineteenth Judicial District for the Parish of East Baton Rouge, Louisiana, et al. v. The Bank of
New York Mellon, et al. and Cause No. 13-50080; El Paso County, Texas, et al. v. Bank of America
Corporation, et al.*; In the United States Court of Appeals for the Fifth Circuit, Co-Counsel, Oral
Argument, February 5, 2014

Fair and Impartial Courts, A Judicial Panel, Hon. Mark S. Cady, Chief Justice Iowa
Supreme Court, Hon. J. Woodfin Jones, Chief Justice Third District Court of Appeals for the State
of Texas, and Hon. Tonya Parker, Presiding Judge, 116th Civil District Court, Moderator, State
Bar of Texas Annual Meeting, June 27, 2014, Austin, Texas

The Aftermath of the Fall of DOMA: A Survey of Same-Sex Marriage Cases and What it
Means for Us, Texas Minority Attorney Program, Speakers: Shelly L. Skeen and John Trevino,
Jr., May 22, 2014, El Paso, Texas

Legal Ethics: Hot Topics and Current Events, Webcast, National Business Institute,
December 31, 2012, Speakers, James D. Blume & Shelly L. Skeen: Attorney Speech, What
Lawyers Can and Cannot Say; Multi-Jurisdictional Practice Ethics; Conflicts of Interest,
Attorney's Fees; Handling Bar Grievances and other Disciplinary Actions; and Confidentiality,
Loyalty, and the Attorney Client Privilege

Disclosures: Practical Considerations for Ensuring Arbitrator Impartiality and

Independence in Reinsurance Arbitrations, Advanced Forum on Reinsurance Disputes in Litigation and Arbitration, American Conference Institute, New York City, April 30-May, 1, 2012, Shelly L. Skeen & Richard D. Faulkner

Navigating Arbitration under the FAA and the TAA, Collection Law Seminar, Dallas Bar Association, November 20, 2008, Shelly L. Skeen and Richard D. Faulkner

Not So Concrete: "Whenever Feasible" and Error Preservation in Broad Form Submissions in the Wake of Casteel, Harris, and Romero, North Dallas Bar Association, 2007, Shelly L. Skeen and Nathan J. Schwartz

The McMansions are Coming: Professional Liability for Real Estate Professionals in the Wake of New Laws Regulating the McMansions, Professional Liability Underwriting Society Journal, May 2006, pp. 3-4

Know When to Sue Your Lawyer, Executive Legal Advisor, Jan/Feb 2006, pp. 22-23

Due Process Denied, Special Report, Legal Malpractice & Grievance Defense, TEXAS LAWYER, Vol. 20, No. 50, February 14, 2005, Bruce A. Campbell & Shelly L. Skeen

Dangers of Rule 11 Agreements, A Trap for the Unwary, November 2005, Bruce A. Campbell & Shelly L. Skeen

Can I Lie to You? False Statements, Failures to Disclose and Other Sins Committed in Communicating with Tribunals, Spring 2005, Bruce A. Campbell & Shelly L. Skeen

City of Sherman v. Henry: Is the Texas Constitutional Right of Privacy Still a Source of Protection for Texas Citizens? Texas Wesleyan Law Review - Fall 1997

OTHER EDUCATION:

Candidate for Fellow of The Chartered Institute of Arbitrators, London, England, expected completion Fall 2014, earned Diploma in International Arbitration, awaiting completion of Peer Interview

NITA ADVOCATE, completed coursework, expected designation, Summer 2014

Seeking CERTIFIED FINANCIAL PLANNER (TM) Practitioner Certificate, Southern Methodist University, expected completion 2015

SELECTED VOLUNTEER WORK:

Attorneys Serving the Community, Member - Leadership Level
Past Co-Chair Publicity Committee, Individual Underwriting Committee, and Past Chair and Co-Chair Communications Committee
ITT Advisory Committee

CHURCH: St. Paul's United Church of Christ

HOBBIES: Golf, tennis, hiking, biking