

II.

PARTIES

- 2.01 Plaintiffs, JOHN DOE and JANE DOE, INDIVIDUALLY and JANE DOE as Next Friend of CHILD DOE 1 and CHILD DOE 2, MINOR CHILDREN are residents of Harris County, Texas and are suing through fictitious identities to protect the minor children from further harm.
- 2.02 Defendant, TRINITY LUTHERAN CHURCH (THE LUTHERAN CHURCH - MISSOURI SYNOD) d/b/a TRINITY LUTHERAN SCHOOL is a Texas Non-profit Corporation which can be served through its registered agent, Michael Dorn, 800 Houston Avenue, Houston, Texas 77007.

III.

JURISDICTION AND VENUE

- 3.01 This Court has jurisdiction over the Defendant because it has committed torts in whole or in part in the state of Texas. This Court also has jurisdiction over the controversy because damages are within the jurisdictional limits of the Court.
- 3.02 Plaintiff pleads that venue is proper in Harris County, Texas, pursuant to Section 15.002(a)(1) and (3) of the TEXAS CIVIL PRACTICE AND REMEDIES CODE, because all or a substantial part of the events leading up to suit occurred in Harris County, Texas and the principal office of the Defendant is in Harris County, Texas.

IV.

FACTS APPLICABLE TO CAUSES OF ACTION OF PLAINTIFFS

- 4.01 The Plaintiffs are not members of the Defendant Church.
- 4.02 The adult Plaintiffs had their children, CHILD DOE 1 and CHILD DOE 2 registered as students attending Trinity Lutheran School in Harris County, Texas until March 26, 2012.
- 4.03 Trinity holds itself out as an educational institution to educate young men and women from diverse religious and other backgrounds. Trinity represents that it provides a safe place for children to learn and expand themselves in a safe and protected environment. This is to be a "Christ-centered education" for them to gain "basic life skills to continue their educational experience." Daily learning experiences are to focus on "spiritual, cognitive, emotional, social, physical and aesthetic".
- 4.04 Trinity has no policies or procedures in place that have been disclosed to parents as to how they manage the protection of the children.
- 4.05 Trinity has allowed, and in fact encouraged with permission from the highest levels of administration, for minor children to have contact and communication with a child molester and a person indicted for the Promotion of Child Pornography. Trinity has approved and condoned the release of identification of minor children's information for distribution within the jail and prison systems in the State of Texas and otherwise exposed such children to what can only be described as a "gold mine" of information regarding minor children and potential targets of child molesters and child pornographers. Trinity has exposed not only CHILD DOE 1 and CHILD DOE 2 to harm but also all children at Trinity as well as their family members, both minor children and adults.

- 4.06 The Adult Doe parents herein relied upon the representations and assertions of the school as to the safety of their children, only to find that the representations were false.
- 4.07 More specifically, the fourth-grade teacher at Trinity, a Laura Perry, taught CHILD DOE 1.
- 4.08 Trinity's pastor, Michael Dorn, as early as 2010, was aware that Laura Perry's then fiancé Blake Perry had been indicted for the possession of child pornography in Harris County, Texas (Indictment attached as Exhibit 1 as available in the public records readily accessible online). The only action admitted by Dorn to have been taken was to tell Blake Perry that he was to have no interaction with children, and then to rely on his trustworthiness that he would abide. Upon information and belief, this recommendation was widely ignored, that Blake Perry had contact with the children's classrooms and may have even participated, while under indictment, in the coaching of children's sports at Trinity. This was first made known to the parents generally, and the adult Plaintiffs' here, at a meeting headed by Dorn on March 26, 2012.
- 4.09 Further, and more alarmingly, Laura Perry proposed a classroom activity by her nine and ten-year old students to begin a pen-pal relationship with an individual awaiting trial for child molestation in Comal County, Texas. This individual, Rickey Rea Rowlett, was charged with Aggravated Sexual Assault of a Child, a crime for which he was convicted on March 22, 2012 (Exhibit 2 is as readily available in the public records accessible online).
- 4.10 This proposed contact was cleared through the pastor of the church, Michael Dorn and through the principal of the school, Amy Boatman.

- 4.11 Either Perry, Boatman and Dorn knew of the hazard of the minor children communicating with and giving personal information to an accused child molester, or they failed to take any action to make themselves aware of the risks - action as simple as running his name on Google or other search engine. The information on Rickey Rea Rowlett was publicly available, but Boatman and Dorn failed to take the time or care to research it.
- 4.12 In all other instances of children's contact with persons not affiliated with the school, permission slips were sent to parents for contact to be approved upon notice and full disclosure to the parents. Trinity did not do so here.
- 4.13 Lesson plans and school subject matter information were provided to the parents by internet, handouts and internal notification systems (RenWeb) by the day and week. No mention was made by Trinity regarding this scheme to have minor children make this contact with an accused child molester.
- 4.14 False information was told to the children by Laura Perry as to the reasons Rickey Rea Rowlett was awaiting trial. Laura Perry's father, without parental permission or consent, facilitated the transfer of communications between the children and Rickey Rea Rowlett.
- 4.15 The children were told by Laura Perry that Rickey Rea Rowlett has kidnapped his grandchildren to keep them from harm by their parents or others. In reality, Rowlett had been accused of aggravated sexual assault (continuous child sex abuse with a victim under 14) of his grandchildren.
- 4.16 Laura Perry had her children, as a project to obtain a grade in the classroom, participate in an open writing campaign with Rowlett by which the children, including CHILD DOE 1 would give their personal information to Rowlett and Rowlett would respond with warm and encouraging letters to the children, such as CHILD DOE 1, allowing Rowlett to

establish a rapport with the children and establishing them as potential future victims of his and of others.

- 4.17 In order to avoid having the Comal County Sheriff's department recognize and detect children's letters entering the jail where Rowlett was awaiting trial, the Laura Perry would give them her father who would repackage them in a larger envelope or package for delivery to Rowlett to avoid detection as 'contraband' by the jail.
- 4.18 In the Comal County jail, all persons charged with child or sexual crimes were kept out of general population, but were segregated together with contact and communication between them. The letters from these children, containing full names, ages, and locations where the children could be found could be, and upon information and belief were, distributed freely among alleged and convicted criminals of all sorts of sexual crimes against children. The Comal County jail was also a potential conduit for this private information on minor children into the Texas Department of Criminal Justice generally.
- 4.19 The children were primed by Laura Perry and the administration of Trinity into defenders of the character of Rowlett, perhaps even being fashioned such that their letters could be presented in Court to assist in Rowlett's lower punishment, innocence finding and/or early release in opposition to the law enforcement attempts of the Comal County District Attorney's office. Laura Perry's father, who assisted Trinity in the facilitation of the delivery of communications to Rowlett, testified at Rowlett's trial on Rowlett's behalf.
- 4.20 On March 22, 2012, Rowlett was convicted of Continuous Sexual Abuse of a Child Victim Under 14 by a jury and was sentenced to 50 years in the Texas Department of Criminal Justice (TDCJ).

- 4.21 On that same day, the Comal County Sheriff's department located in Rowlett's possession on his transport to the TDCJ, several communications in letter form to and from the minor child students of Laura Perry at Trinity. Included were communications to and from CHILD DOE 1 with his identification by name, school location, interests and other personal information.
- 4.22 Within 30 minutes of that discovery, the elected district attorney of Comal County, the Hon. Jennifer Tharp, in order to protect these children including the children Plaintiffs here, was attempting to notify Trinity of this breach on their part and the need to act. Upon information and belief, Trinity downplayed the discovery and for days attempted to downplay the concerns of law enforcement. Even Dorn, who was out of town for two days from March 22, 2012 to March 26, 2012, failed to take immediate action, to remain in town and to consider the matter seriously.
- 4.23 Dorn appointed himself as investigator of his own failures and the failures of others in this matter.
- 4.24 On March 23, 2012, Dorn congratulated Boatman for a promotion, while the actions and inactions of Boatman were a causal factor in the threat into which these minor children, including the Plaintiffs, had been placed.
- 4.25 On March 26, 2012, Dorn convened a meeting with the affected parents at which he claimed he was heading the investigation, in which he defended Rowlett as being innocent until proven guilty, in which he defended Laura Perry and her actions, during which he defended Blake Perry as innocent until proven guilty and a man to be trusted, and during which he allowed the new substitute teacher replacing Laura Perry while she is/was on suspension to defend Laura Perry's actions in the classroom. At that meeting it

became clear that Trinity had no policies to protect children, that the actions and inaction in revealing minor child information to alleged (now convicted) child molesters was condoned, approved and encouraged, the action in allowing an accused child pornographer to have access to children was prohibited but that prohibition not enforced and the attempt by a so-called investigation to hide, conceal and protect those who were participants was in full swing.

4.26 On the articulated outrage of parents on March 26, 2012, Trinity reluctantly agreed to have a counselor in the classroom for one day (March 27, 2012) to counsel children. Again, reluctantly, on March 26, 2012 Trinity terminated the employ of Laura Perry. Even Laura Perry's access to the information of children through RenWeb (that contains personal information of students and parents) continued unabated after these events were known - terminated only on her termination of employment on March 26, 2012. Boatman and Dorn remain employed and have not been terminated for their involvement in what was a concentrated scheme of malfeasance, fraud and negligence that resulted in a funneling of private information of minor children, including CHILD DOE 1, to a child molester whereby he began to develop the children into potential victims for his own devices and those of his jail mates.

4.27 Trinity further allowed Laura Perry during her employ, with permission or without proper oversight, to plant in the children that Rowlett was an innocent protector of children to be believed and warmly received, placing him on a pedestal of trust. On Laura Perry's absence from the classroom for the reasons disclosed, the children, including CHILD DOE 1 were thereafter left to believe that they were at fault for Rowlett's conviction, for Laura Perry's termination from employ, for their own disclosure of private information,

for exposing themselves and their families to the 'monsters' in the criminal justice system and for other clear emotional harms.

4.28 Upon information and belief, Rickey Rae Rowlett has filed his Notice of Appeal.

V.

CAUSES OF ACTION AND CLAIMS FOR RELIEF

A. Negligence

5.01 Plaintiffs incorporate the above paragraphs by reference.

5.02 At all times relevant hereto, Trinity stood in the status of *loco parentis*, owed a duty to students and parents of students to protect students from hurt, harm or danger. Trinity negligently and grossly negligently failed to meet those duties in a manner consisting of the following:

- a. Failure to perform appropriate background checks as to training, experience, and qualifications of teacher and staff candidates. Failure to hire and retain teachers, competent to be trusted with welfare and safety of minor students, including insuring the safe knowledge of the proper management of communications by minor children with those outside the school and within the school with known alleged proclivities to harm children;
- b. Failure to supervise, manage, monitor, or oversee all teachers and staff;
- c. Failure to supervise, manage, monitor or oversee the safety of students to prevent sexual predators and to prevent the dissemination of private information of minor children to sexual predators;

- d. Failure to formulate, adopt, and enforce adequate rules, policies, and procedures to protect children and their confidential and private information;
- e. Failure to formulate, adopt, and enforce adequate rules, policies and procedures with respect to the safety of students on school property to prevent sexual predation by anyone;
- f. Failure to formulate, adopt, and enforce adequate rules, policies, and procedures with respect to the appropriate method of treating students who are victims of predatory actions, to aid their recovery and protect them from additional trauma;
- g. Failure to monitor and promote compliance with the above policies and procedures; and
- h. Failure to appropriately protect the Plaintiffs, both adults and minor children.

5.03 As a direct and proximate result of Trinity's acts or omissions as set forth above, it was foreseeable to a person of ordinary prudence that a student, including CHILD DOE 1 and CHILD DOE 2, would be exposed to a danger of injury and be harmed, such that Trinity's acts or omissions are the proximate cause of the Plaintiffs' damages.

B. Negligence Undertaking under RESTATEMENT (SECOND) OF TORTS § 323.

5.04 Plaintiffs incorporate the above paragraphs by reference.

5.05 Trinity undertook, for consideration, to provide educational services and protection for its students, including the minor child Plaintiffs, pursuant to the RESTATEMENT (SECOND) OF TORTS § 323.

- 5.06 Trinity should have recognized as necessary the protection of the children's persons and their information. Trinity should have promulgated and enforced policies and procedures to protect minor students, including Plaintiffs.
- 5.07 Plaintiffs suffered harm and a result of Trinity's failure to exercise reasonable care in providing its services.
- 5.08 Trinity's failure to exercise reasonable care increased the Plaintiffs' risk of harm, or in the alternative, Plaintiffs were harmed in reliance upon Trinity's representation that it provided a safe environment to instill a growing emotional stability in the students, and to improve the education of the students by making the emotional and scholastic growth of each and every student the focus of all planning and action.

C. Breach of Fiduciary Duty

- 5.09 Plaintiffs incorporate the above paragraphs by reference.
- 5.10 At all times relevant and hereto, Trinity owed to Plaintiffs fiduciary duties as a result of the special relationship between them and Trinity resulted in a moral, social and personal relationship of trust and confidence, such that Plaintiffs were able to justifiably rely upon the belief that Trinity would act in their best interests. This belief was fostered and encouraged by Trinity. These duties included the duty of loyalty and good faith and the duty to act with integrity of the strictest kind.
- 5.11 Trinity breached these fiduciary duties by being the proximate cause of the release of personal information of the minor child Plaintiffs and exposing them to manipulation by a child molester after accepting years of tuition fees and representing to the parent Plaintiffs that the school was going to protect the children and certainly that it would not expose them to harm. The failures and actions of Trinity in breaching these duties have resulted

in damages.

- 5.12 Trinity's breach of fiduciary duty was a proximate cause of the damages to Plaintiffs and for which Plaintiffs seek actual damages, including disgorgement of past monies paid.

D. Fraud

- 5.13 Plaintiffs incorporate the above paragraphs by reference.

- 5.14 Trinity represented to Plaintiffs that Trinity Christ-based school that would keep safe and nurture students in a religious environment. Based on these representations, Plaintiffs enrolled and entrusted the minor child Plaintiffs Trinity's safekeeping and control, believing that the school would act consistently with its stated goals and principles. These representations were made with the intent to have prospective parents enroll their children, as Plaintiffs did, but the representations were knowingly false or recklessly false because Defendants did not perform the necessary tasks to fulfill those representations including as follows:

- a. Failure to perform appropriate background checks as to training, experience, and qualifications of teacher and staff candidates. Failure to hire and retain teachers and staff competent to be trusted with welfare and safety of minor students;
- b. Failure to supervise, manage, monitor, or oversee staff and teachers during school hours or on school property;
- c. Failure to supervise, manage, monitor or oversee the safety of students on school property to prevent sexual predation;
- d. Failure to formulate, adopt, and enforce adequate rules, policies, and procedures with respect to the appropriate level of contact between

students and persons outside the school to prevent predatory acts;

- e. Failure to formulate, adopt, and enforce adequate rules, policies, and procedures reasonably necessary to protect the student population including the Plaintiff children.

E. Intentional Infliction of Emotional Distress

5.15 Plaintiffs incorporate the above paragraphs by reference.

5.16 The reckless, intentional, outrageous, indifferent, deliberate or recklessly indifferent conduct of Trinity, as set forth herein, caused severe emotional, psychological and psychiatric injuries, distress, and harm to the Plaintiffs. The conduct of Trinity in failing to prevent the harm, monitor its teachers and staff, provide background checks and/or any safety checks on persons coming into contact (physical, emotional or in writing) with minor children and, after having knowledge of facts of the behavior and activities of the teacher and staff, allowing the them to continue to have access to children, to remain on campus and to continue to communicate with CHILD DOE 1 about the behavior and the incident, is extreme and outrageous and goes beyond all possible bounds of decency.

5.17 Defendants conduct in that regard was a proximate cause of damages.

F. Agency and Vicarious Liability

5.18 At all relevant times, Laura Perry, Amy Boatman and Michael Dorn were the actual agents or ostensible agents of Trinity. They were each, separately and together, clothed with indicia of being an agent of Trinity such that a reasonable member of the general public would believe that they were agents of Trinity. Plaintiffs justifiably relied upon Trinity's conduct in forming a reasonable belief that these individuals were agents of Trinity, and as a result, JOHN DOE and JANE DOE were induced to enroll CHILKD

DOE 1 and CHILD DOE 2 a students at Trinity and to continue to have them enrolled. As a result of sending their children to Trinity, the minor child Plaintiffs were exposed to the harm and gross negligence as set out more fully above. Thus, as a matter of law, Trinity must be held responsible for the actions of its agents, Laura Perry, Amy Boatman and Michael Dorn.

- 5.19 Additionally or in the alternative, Trinity is vicariously liable for the actions and inactions of Laura Perry, Amy Boatman and Michael Dorn as they were acting in the course and scope of their employ.

VI.

DAMAGES

- 6.01 As a direct and proximate result of the conduct of Trinity, the adult Plaintiffs have suffered emotional and economic harm. They have been subjected to lost income, having to pull their children from school to keep them from harm, have been forced to seek and enroll their children in other schools and have suffered the clear and direct emotional harm and fear associated with keeping their children safe from harm and the addition of extra security measures.
- 6.02 As a direct and proximate result of the conduct of Trinity, the minor child Plaintiffs have suffered, and in all reasonable probability will for the remainder of their life continue to suffer mental anguish for which they seek just compensation.
- 6.03 As a direct and proximate result of the conduct of Trinity, the adult Plaintiffs have suffered in the past and will continue to suffer in the future a loss of services from the minor child Plaintiffs for which they seek just compensation.

- 6.04 As a direct and proximate result of the conduct of Trinity the adult Plaintiffs have incurred will incur in the future until the minor children reach the age of majority, medical expenses for and from the minor children which will extend beyond the age of majority and become the costs of the children for which they seek just compensation.
- 6.05 Additionally, the adult Plaintiffs plead for disgorgement of monies paid to Trinity for all past tuition paid.
- 6.06 All of the above have resulted in damages which are within the jurisdictional limits of this Court, for which Plaintiffs now plead.
- 6.07 Plaintiffs would further show that each and every negligent act and/or omission of Trinity and its agents, as set forth in detail above, when viewed objectively from the standpoint of the act or at the time of the occurrence, involved an extreme degree of risk, considering the probability and magnitude of the physical and mental harm to the others in that Trinity had actual subjective awareness of the risks involved, but nevertheless proceeded with conscious indifference to the rights, safety or welfare of the Plaintiffs and other students of Trinity and their families, and, as such, such conduct amounts to gross negligence and/or malice, as those terms are defined by law, so as to give rise to an award of exemplary or punitive damages. Additionally, Plaintiffs' claims for fraud support an award of exemplary damages.
- 6.08 Alternatively the actions of Trinity, its employees and its agents, were done with the specific intent to cause substantial injury or harm to the Plaintiffs. As such, those actions give rise to an award of exemplary or punitive damages. Further, there is no limitation or cap on the recovery of exemplary or punitive damages against Defendants as TEX. CIV. PRAC. REM. CODE §41.008 does not apply to a cause against a defendant from whom a

plaintiff seeks recovery of exemplary damages based on conduct described as criminal under the Texas Penal Code. Trinity is further liable for punitive damages, as Trinity was reckless in employing and continuing to employ staffing unqualified to prevent the predatory and negligent acts and injuries suffered by the Plaintiffs.

6.09 The negligent acts and/or omissions of Trinity, as set forth above, demonstrate such an entire want of care as to indicate that the acts and/or omissions were the result of actual conscious indifference to the rights, safety and welfare of Plaintiffs and constitute gross negligence and/or malice, as those terms are defined by laws of the State of Texas, and require an award of exemplary damages against Trinity. By reason of such conduct, Plaintiffs are entitled to and therefore assert a claim for punitive and exemplary damages in an amount sufficient to punish and deter Trinity, and others like them, from such conduct in the future.

VII.

REQUEST FOR A JURY TRIAL

7.01 Plaintiffs demand a jury trial and the fee has been paid for such.

VIII.

CONCLUSION AND PRAYER

8.01 Plaintiffs seek that upon notice and answer, that the Defendant be compelled to attend a jury trial and defend its actions and inactions and be found liable to the Plaintiffs for all damages, in law or in equity, to which they prove themselves justly entitled.

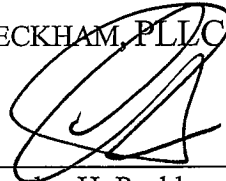
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Respectfully submitted,

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