



d/b/a Drey's Alert Dogs, Roann Pearson, and Timothy Pearson (sometimes collectively referred to as "Defendants"). In support thereof, Plaintiffs show the court and the jury the following:

**I.**  
**DISCOVERY CONTROL PLAN**

1. Plaintiffs intend that discovery be conducted under Discovery Level 2.

**II.**  
**PARTIES**

2. Plaintiff Sahayonara Carachure ("Carachure") is an individual and resident of Travis County, Texas.

3. Plaintiff Laurie Deaton ("Deaton") is an individual and resident of the State of Louisiana.

4. Plaintiff Mickey Denen ("Denen") is an individual and resident of the State of Ohio.

5. Plaintiff Barbara Denen ("Denen") is an individual and resident of the State of Ohio.

6. Plaintiff Carolyn Green ("Green") is an individual and resident of Rusk County, Texas.

7. Plaintiff Kayla Hernandez ("Hernandez") is an individual and resident of the State of Illinois.

8. Plaintiff Stefanie Huff ("Huff") is an individual and resident of the State of Georgia.

9. Plaintiff Ashley Kinstler (“Kinstler”) is an individual and resident of the State of Ohio.

10. Plaintiff Rebecca Mocklin (“Mocklin”) is an individual and resident of the State of Louisiana.

11. Plaintiff John Newberry (“Newberry”) is an individual and resident of Bell County, Texas.

12. Plaintiff Kendra Newberry (“Newberry”) is an individual and resident of Bell County, Texas.

13. Plaintiff Talina Parrett (“Parrett”) is an individual and resident of the State of Indiana.

14. Plaintiff Rick Sauer (“Sauer”) is an individual and resident of the State of Washington.

15. Plaintiff Nancy Sauer (“Sauer”) is an individual and resident of the State of Washington.

16. Plaintiff Dustin Walker (“Walker”) is an individual and resident of Angelina County, Texas.

17. Plaintiff Alyssa Walker (“Walker”) is an individual and resident of Angelina County, Texas.

18. Plaintiff Lesley Williams (“Williams”) is an individual and a resident of the State of Mississippi.

19. Plaintiff Stephanie Williams (“Williams”) is an individual and a resident of the State of Mississippi.

20. Plaintiff William Dieterich (“Dieterich”) is an individual and a resident of the State of Kentucky.

21. Plaintiff Debra Dieterich (“Dieterich”) is an individual and a resident of the State of Kentucky.

22. Plaintiff Jen Miller (“Miller”) is an individual and a resident of the State of Missouri.

23. Plaintiff Ken Rinehart (“Rinehart”) is an individual and a resident of the State of Tennessee.

24. Plaintiff Phil Segerson (“Segerson”) is an individual and a resident of the State of Arkansas.

25. Plaintiff Mandy Taylor (“Taylor”) is an individual and a resident of the State of Louisiana.

26. Defendant Drey’s Dream Team Inc. d/b/a Drey’s Alert Dogs (“Dreys”) is a non-profit organization doing business in Travis County, Texas and may be served with process by serving its registered agent Roann Pearson at 1569 East Gibson, Jasper, Texas 75951 or wherever she may be found.

27. Defendant Roann Pearson (“Pearson”) is an individual and resident of Jasper County, Texas and may be served with process at 1569 East Gibson, Jasper, Texas 75951, or wherever she may be found.

28. Defendant Timothy Pearson (“Pearson”) is an individual and resident of Jasper County, Texas and may be served with process at 1569 East Gibson, Jasper, Texas 75951, or wherever he may be found.

**III.**  
**JURISDICTION AND VENUE**

29. This Court has jurisdiction over this controversy because the damages sought by Plaintiffs are within the jurisdictional limits of this Court. At this time Plaintiffs seek monetary relief over \$200,000 but not more than \$1,000,000.

30. The Court has jurisdiction over the parties because they are a Texas non-profit doing business in Texas and/or individuals who reside in Texas.

31. Venue is proper in this county because a substantial part of the activities giving rise to this lawsuit occurred in Travis County.

**IV.**  
**FACTUAL BACKGROUND**

32. The Plaintiffs' in this case all suffer from or have immediate family members who suffer from Type 1 Diabetes. This form of Diabetes is a chronic condition in which the pancreas produces little or no insulin.

33. Individuals who suffer with diabetes must check their blood glucose levels between 8 and 14 times per day. They do this by sticking their finger and drawing blood.

34. Safe blood glucose levels are typically between 80-140 mg/dL. However a diabetic's blood glucose level can fluctuate rapidly and to extreme levels. It is as a result of this difficult lifestyle that the Plaintiffs' in this case and their families originally sought the assistance of a diabetic alert dog.

35. Defendants' are in the market of selling diabetic alert dogs. They sell each dog for an amount between \$9,000 and \$15,000.

36. This is the story of the Carachure family.

37. Ms. Carachure is a single mother to an 8-year-old daughter. Ms. Carachure suffers from Type 1 Diabetes. When her blood sugar fluctuates Ms. Carachure can blackout, suffer a seizure, or fall into a coma.

38. In order to protect herself and her daughter Ms. Carachure reached out to Defendants in August of 2013 to purchase a diabetic alert dog. Defendants sought \$15,000 for the dog in question. In the hopes of raising money for this dog, friends and family of the Carachures, along with innumerable other caring and concerned people, engaged in a number of fundraising activities. Through the generosity of the community, including many people who had never even met the Carachure's, enough money was raised to pay the Defendants.

39. The Carachure family then entered into an agreement ("the Agreement") with Defendants for the purchase of a diabetic alert dog named Hero for \$15,000.

40. As a puppy, Hero was to be "imprinted" so he would recognize Ms. Carachure's scent. Defendants did this through the use of a "scent kit." Ms. Carachure paid Defendants \$150.00 for this scent kit which included 2 glass mason jars, cotton swabs, plastic Ziploc bags, and a single permanent marker. The Carachure's used the scent kit as instructed, mailed it back to Defendants, and waited patiently while Defendants imprinted Hero with Ms. Carachure's scent.

41. Not long thereafter the Carachure's were told by Defendants that Hero suffered from hip problems and that they would be receiving a different dog. The

Carachures were understandably upset. The family knew this would delay their ability to receive what they believed was a lifesaving dog.

42. In April of 2014 the Carachure's finally received their diabetic alert dog who Defendants also named Hero.

43. Hero does not alert when Ms. Carachure's glucose levels drop. He is terrified to be in public. And he has been diagnosed with a genetic disorder, Patellar Luxation, causing him severe pain in his knees. Certified service dog trainers have told the Carachure's that Hero is untrained and does not have the temperament to work as a service dog. The Carachures had no choice but to "retire" Hero as a diabetic alert dog.

44. The Carachure's story is disturbingly similar to those of the Deaton, Denen, Green, Hernandez, Kinstler, Mocklin, Newberry, Parrett, Sauer, Walker, and Williams families.

45. What is even more disturbing are the stories of families who paid the Defendants for dogs which they never received.

46. The Huff Family paid Defendants \$30,000 for two diabetic alert dogs. The Huff family has seven year old twin sons. Both children suffer from Type 1 Diabetes. To this day the Huff's have never received their dogs.

47. Plaintiffs' all paid between \$9,000 and \$30,000 for Defendants' diabetic alert dogs. Defendants either did not deliver the dogs to Plaintiffs or delivered dogs that are untrained and/or do not alert.

**V.**  
**CLAIMS**

***Breach of Contract***

48. All previous paragraphs are incorporated by reference.

49. Defendants' conduct, described above, constitutes a breach of the Agreement with Plaintiffs. This breach has caused damages to Plaintiffs that are greater than the minimal jurisdictional limits of this Court.

***Negligent Misrepresentation***

50. All previous paragraphs are incorporated by reference.

51. Plaintiffs sue Defendants for their negligent misrepresentations. Defendants, either individually or through their authorized agents, employees or representatives, engaged in discussions regarding Defendants' readiness, willingness and ability to fulfill the terms and duties placed on them by the Agreement. Specifically, Defendants' promise to perform under the terms of the Agreement was based on the notion that Defendants would honor the Agreement. These representations led Plaintiffs' to rely upon Defendants and were a material basis for Plaintiffs' decision to enter into the Agreement. Absent the misrepresentations made by Defendants, or their authorized agents, employees or representatives, Plaintiffs' would not have entered into the Agreement. Defendants either knew, or should have known, that their representations were false and made for the purpose of deceiving Plaintiffs so that they would rely on said misrepresentations to their detriment. As such, Defendants' misrepresentations have caused Plaintiffs to suffer damages for which they now seek compensation.

### ***Fraud***

52. All previous paragraphs are incorporated by reference.

53. Defendants, together formed a scheme to defraud, with the specific intent to defraud Plaintiffs, and further knowingly executed or attempted to execute a scheme to defraud Plaintiffs and obtained Plaintiffs' property by means of false or fraudulent pretenses, representations, or promises; which Plaintiffs then relied on, in good faith and without knowledge of the fact of the false and/or fraudulent nature of Defendants statements and warranties.

### ***Texas Theft Liability Act***

54. All previous paragraphs are incorporated by reference.

55. Defendants unlawfully appropriated the property of Plaintiffs as described in Section 31.03 of the TEXAS PENAL CODE.

### ***Money Had & Received/Unjust Enrichment***

56. All previous paragraphs are incorporated by reference.

57. Defendants, by refusing to comply with the Agreements signed by Plaintiffs, have caused Plaintiffs to suffer unconscionable losses and Defendants are unjustly enriched as a result.

### ***Intentional Infliction of Emotional Distress***

58. All previous paragraphs are incorporated by reference.

59. Defendants' acted intentionally in continuing a course of conduct that defrauded Plaintiffs. This conduct was both extreme and outrageous and it caused Plaintiffs to suffer severe emotional distress.

**VI.**  
**DAMAGES**

60. As a direct and proximate result of the acts, omissions, breaches and violations more fully described above, Plaintiffs have been damaged by Defendants' acts and/or omissions and those damages are within the jurisdictional limits of this Court.

61. Ultimately, Plaintiffs will ask a jury of their peers to assess a fair and reasonable amount of money damages as compensation for their economic and non-economic injuries, as well as punishment for Defendants' actions. These damages will include consequential damages. Additionally, Plaintiffs seek pre- and post-judgment interest and costs of court, and attorneys' fees.

**VII.**  
**EXEMPLARY DAMAGES**

62. The actions of Defendants described above constitute fraud and clearly rise to the level of conduct that justifies a substantial award of exemplary damages against Defendants to punish them for their egregious conduct, to make an example of them, and to single them out. Plaintiffs therefore seek an award of exemplary damages in an amount to be determined by the trier of fact.

**VIII.**  
**ATTORNEYS' FEES**

63. Plaintiffs have been required to obtain legal counsel as a result of Defendants' intentional acts and omissions. As a result, Plaintiffs have and will incur

attorneys' fees and expenses prosecuting these claims. Plaintiffs are therefore entitled to recover their reasonable and necessary attorneys' fees under TEX. CIV. PRAC. & REM. CODE. ANN. § 38.001 *et seq.*

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

64. All necessary conditions precedent to the filing of this suit have been, or will be, met as required by law.

**X.**  
**JURY DEMAND**

65. Plaintiffs hereby demand a trial by jury. The appropriate fee has been paid.

**XI.**  
**REQUEST FOR DISCLOSURE**

66. Plaintiffs request that Defendants disclose within 50 days of the receipt of this suit the information listed in TEXAS RULE OF CIVIL PROCEDURE 194.2 (a) – (l).

**XII.**  
**CONCLUSION**

67. Plaintiffs respectfully request that Defendants be cited to appear and answer herein, and that upon a final hearing of the cause, judgment be entered for Plaintiffs against Defendants for the following:

- a. Actual damages;
- b. Punitive damages;
- c. Accounting;
- d. Attorney's fees and expenses;
- e. Pre- and post-judgment interest at the maximum legal rate;
- f. Costs of suit; and

- g. All other and further relief, at law or in equity, to which Plaintiffs may show themselves justly entitled.

Respectfully submitted,

**JOSH DAVIS LAW FIRM**

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