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STATE OF NORTH CAROLINA

IN THE GENERAL COURT OF JUSTICE

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SUPERIOR COURT DIVISION

COUNTY OF MECKLENBURG

Case No.: 16 CVS 21117

MECKLENBURG CO., C.S.C.

**EVAN RHODES, Individually and on
Behalf of all Others Similarly Situated,**)

Plaintiffs,)

v.)

CLASS ACTION COMPLAINT
(Jury Trial Demanded)

**JIREH PREPARATORY ACADEMY, a
Non-Profit Corporation; JIREH PREP
ATHLETICS, INC., a Non-Profit
Corporation; JEFFREY RABON, in his
Personal Capacity; KINDRA RABON, in
her Personal Capacity,**)

Defendants.)

COMES NOW the Plaintiff, Evan Rhodes, individually and on behalf of a class of all others similarly situated, who bring this action for damages against Defendants Jireh Preparatory Academy, Jireh Prep Athletics, Inc., Jeffrey Rabon, and Kindra Rabon, and allege as follows:

NATURE OF THE ACTION

1. Defendant Jireh Preparatory Academy and Defendant Jireh Prep Athletics, Inc. (collectively referred to as "Jireh Prep") are non-profit corporations operating in Matthews, North Carolina.

2. Jireh Prep is marketed as a post-high school "preparatory academy" for teenage student athletes who need assistance with obtaining admission into various NCAA accredited Division I and Division II colleges.

3. Jireh Prep offers a post-high school—but pre-college—football program and academic year, which Jireh Prep refers to as a "postgraduate year," or "PG Year."

4. As explained by Jireh Prep's website, this PG Year is "a full academic year of study

generally pursued between graduation from high school and enrollment at a college or university.”

5. In particular, Jireh Prep operates a “football combine” program that its teenage students attend during this PG Year period.

6. In all material respects, Jireh Prep is a post-high school football program masquerading as an NCAA preparatory, non-profit educational institution.

7. Jireh Prep solicits students from all over the United States with promises of NCAA Division I and Division II scholarships, placement at NCAA Division I and Division II schools through Jireh Prep’s extensive network of connections with such schools, NCAA accredited classes and curriculum, extensive football game play time, and the creation of a large game and practice film library for each student to aid with NCAA recruitment.

8. Jireh Prep fails to deliver on these promises, typically leaving over sixty (60) disappointed teenage students each “academic semester.”

9. Jireh Prep makes these false promises to prey upon teenagers and their parents, who often know little about the NCAA’s complex academic standards, and little about the requirements to receive NCAA Division I or Division II scholarships.

10. Each teenage student, or his family, pays Jireh between approximately thirteen-thousand (\$13,000.00) and fourteen-thousand-five-hundred dollars (\$14,500.00) per semester.

11. Enrolling approximately sixty (60) students per semester, Jireh Prep generates a gross income of over one-million dollars (\$1,000,000.00) per year, utilizing false statements of material fact to perpetuate its fraudulent scheme.

12. Jireh Prep is owned and operated by Defendant Jeffrey Rabon and Defendant Kindra Rabon, who are husband and wife.

13. Upon information and belief, the Rabon family exerts complete control over Jireh

Prep and its operation.

14. Plaintiff Evan Rhodes is a former teenage student athlete who attended Jireh Prep during the Fall 2015 semester from approximately August 1, 2015 through December 9, 2015.

15. The members of the class Plaintiff represents are all persons within the United States of America or its territories who attended Jireh Prep as students.

PARTIES

16. Plaintiff Evan Rhodes is currently a resident and citizen of Cumberland County, North Carolina and appears herein in an individual capacity and as a representative of the class more fully set forth herein. While attending Jireh Prep and during the commission of Defendants' various illegal actions, as outlined within this Class Action Complaint, Plaintiff Evan Rhodes resided in Mecklenburg County, North Carolina in housing prepared and provided for him by Jireh Prep.

17. Upon information and belief, Defendant Jireh Preparatory Academy is a non-profit corporation organized under the laws of the State of North Carolina with its principal place of business located at 648-F Matthews-Mint Hill Road, Matthews, North Carolina 28105.¹

18. Upon information and belief, Defendant Jireh Prep Athletics, Inc. is a non-profit corporation organized under the laws of the State of North Carolina with its principal place of business located at 648-F Matthews-Mint Hill Road, Matthews, North Carolina 28105.²

19. Defendant Jeffrey Rabon is a citizen and resident of Mecklenburg County, North

¹ Jireh Preparatory Academy's filing with the North Carolina Secretary of State lists its principal place of business as the personal home of Jeffrey Rabon and Kindra Rabon, located at 11101 Coachman Circle, Charlotte, North Carolina 28277. However, upon information and belief, the business operates at 648-F Matthews-Mint Hill Rd, Matthews, North Carolina 28105.

² Jireh Prep Athletics, Inc.'s filing with the North Carolina Secretary of State lists its registered place of business as 1000-E Van Buren Avenue, Indian Trail, North Carolina 28079. However, upon information and belief, this is the office address of an unrelated company named Carolina Care Solutions, LLC, which has absolutely no relation to Jireh Prep Athletics, LLC or its owners.

Carolina who resides at 11101 Coachman Circle, Charlotte, North Carolina 28277.

20. Defendant Kindra Rabon is a citizen and resident of Mecklenburg County, North Carolina who resides at 11101 Coachman Circle, Charlotte, North Carolina 28277.

JURISDICTION AND VENUE

21. This court has jurisdiction over the Defendants pursuant to N.C. Gen. Stat. §1-75.4(1), N.C. Gen. Stat. §1-75.4(3), and N.C. Gen. Stat. §1-75.4(5).

22. Pursuant to N.C. Gen. Stat. § 1-82, venue is proper in the Superior Court of Mecklenburg County, North Carolina, because all tortious acts took place in Mecklenburg County, all breaches of contract took place in Mecklenburg County, and all Defendants reside and/or conduct business in Mecklenburg County.

FACTUAL ALLEGATIONS

23. Plaintiff graduated from Catonsville High School, located in Baltimore, Maryland, on or about May 29, 2015.

24. Plaintiff excelled at football throughout high school, where he regularly played the position of running back.

25. In addition to football, Plaintiff excelled in his high school academics, earning an approximate 3.27 GPA.

26. Upon graduation from high school, Plaintiff was eligible to attend a NCAA accredited university and play football.

27. Plaintiff learned about Jireh Prep through Twitter, after Jireh Prep head football coach Ryan Williams (“Coach Williams”) “followed” Plaintiff’s Twitter account.

28. On or about March 5, 2015, Plaintiff and his mother, Eva Rhodes, traveled from Baltimore, Maryland to Matthews, North Carolina to visit the Jireh Prep “campus” and learn more

about the program.

29. Upon arrival, Plaintiff and his mother met with Coach Williams, Defendant Jeffrey Rabon, and other Jireh Prep staff.

30. Plaintiff and Eva Rhodes learned for the first time that Jireh Prep did not have a “campus”—Jireh Prep’s facilities are made up of four components: (1) Jireh Prep’s office, where students’ classes are held; (2) student apartments, where four students reside in each apartment; (3) football fields owned and operated by Mecklenburg County (Sportsplex at Matthews), where Jireh Prep football conducts practices and games, and; (4) a local warehouse used as a weight room.

31. During this March 5, 2015 visit, Coach Williams made the following representations:

a. Jireh Prep coaches and staff had strong connections with countless NCAA Division I and Division II college coaches and recruiters.

b. Jireh Prep would reach out to these connections on a reoccurring daily basis during Plaintiff’s time at Jireh Prep to assist Plaintiff and other students with placement at these NCAA Division I and Division II schools, and assist Plaintiff and other students with receipt of scholarships at such schools.

c. Through Jireh Prep’s efforts, 70% of its students in the last three years have been recruited by and placed within colleges where they were provided athletic scholarships.

d. Plaintiff and other students would all receive ample play time in all games played by Jireh Prep.

e. The large amount of play time afforded to Plaintiff and all other Jireh Prep

students would be accomplished through regular rotation—meaning, the students would be rotated in and out of their positions to ensure they received ample play time during all games.

f. Jireh Prep would record, edit, prepare, and maintain game and practice footage, called “highlight film,” of Plaintiff and all other students’ performance on the football field during both practices and games.

g. Jireh Prep would reach out to their NCAA Division I and Division II connections on a regular basis to present this highlight film, thereby further assisting Plaintiff and all other students with recruitment into NCAA Division I and Division II schools.

h. Educational courses provided by Jireh Prep would boost Plaintiff and all other students’ GPAs, to ensure Plaintiff and all other students were both attractive to NCAA Division I and Division II schools, and to ensure that Plaintiff and all other students were eligible to attend an NCAA Division I and Division II school.

32. On March 5, 2015, Jireh Prep provided Plaintiff with an “acceptance letter,” wherein Jireh Prep officially accepted Plaintiff into its program.

33. According to this acceptance letter, to formally enroll at Jireh Prep, Plaintiff must sign a letter of intent form drafted by Jireh Prep, sign a “financial contract” drafted by Jireh Prep, fill out a personal information sheet drafted by Jireh Prep, and send a cashier’s check made out to Jireh Preparatory Academy to Jireh Prep’s Matthews, North Carolina address. A true and correct copy of this acceptance letter is attached hereto as **Exhibit A**.

34. In reliance upon the representations made by Coach Williams during Plaintiff’s visit to Jireh Prep in March 2015, Plaintiff made the decision to attend Jireh Prep during its Fall

2015 semester.

35. On March 28, 2015, Plaintiff completed all forms required in Jireh Prep's March 5, 2015 acceptance letter, including the letter of intent, the financial contract, the personal information sheet, and the \$2,500.00 cashier's check, mailing these items back to Jireh Prep as instructed. A true and correct copy of these items are attached hereto as **Exhibit B**.

36. On April 21, 2015, Plaintiff—by and through his mother Eva Rhodes—provided an additional \$3,900.00 check to Jireh Prep.

37. On June 23, 2015, Plaintiff—by and through his mother Eva Rhodes—provided an additional \$6,600.00 check to Jireh Prep.

38. Upon this final June 23, 2015 payment, Plaintiff—by and through his mother Eva Rhodes—provided payment in full to Jireh Prep for the Fall 2015 semester, totaling \$13,000.00 in payments.

39. On August 1, 2015, Plaintiff arrived at Jireh Prep and immediately began football conditioning testing and other football practice activities.

40. Between August 1, 2015 and December 9, 2015—the length of the Fall 2015 semester at Jireh Prep—numerous football practices were attended by Jireh Prep students.

41. Jireh Prep scheduled approximately ten (10) football games during the Fall 2015 semester.

42. These games took place between September 2015 and November 2015.

43. Throughout the Fall 2015 semester, Defendant Jeffrey Rabon and Coach Williams made numerous representations of fact to Plaintiff and the other Jireh Prep students, including but not limited to the following:

a. Defendant Jeffrey Rabon, Jireh Prep coaches, and Jireh Prep staff had strong

connections with countless NCAA Division I and Division II college coaches and recruiters.

b. Jireh Prep was reaching out to these connections on a reoccurring daily basis during Plaintiff's time at Jireh Prep to assist Plaintiff and other students with placement at these NCAA Division I and Division II schools, and assist Plaintiff and other students with receipt of scholarships at such schools.

c. Through Jireh Prep's efforts, 70% of its students in the last three years have been recruited by and placed within colleges where they were provided athletic scholarships.

d. Plaintiff and other students would all receive ample play time in all games played by Jireh Prep.

e. The large amount of play time afforded to Plaintiff and all other Jireh Prep students would be accomplished through regular rotation—meaning, the students would be rotated in and out of their positions to ensure they received ample play time during all games.

f. Jireh Prep would record, edit, prepare, and maintain game and practice footage, called "highlight film," of Plaintiff and all other students' performance on the football field.

g. Jireh Prep was reaching out to their NCAA Division I and Division II connections on a regular basis to present this highlight film, thereby further assisting Plaintiff and all other students with recruitment into NCAA Division I and Division II schools.

h. Educational courses provided by Jireh Prep would boost Plaintiff and all

other students' GPAs, to ensure Plaintiff and all other students were both attractive to NCAA Division I and Division II schools, and to ensure that Plaintiff and all other students were eligible to attend a NCAA Division I and Division II school.

44. Beginning in approximately September 2015 and continuing through the end of Jireh Prep's Fall 2015 semester, Plaintiff and numerous other Jireh Prep students discovered that the representations of material fact made by Coach Williams, Defendant Jeffrey Rabon, and other Jireh Prep coaches and staff were false.

45. These false representations included, but were not limited to, the following:

a. Upon information and belief, Jireh Prep, its coaches, and its staff did not have strong connections with numerous NCAA Division I and Division II college coaches and recruiters.

b. Upon information and belief, Jireh Prep was not reaching out to NCAA Division I and Division II college coaches and recruiters on a reoccurring daily basis to assist Plaintiff and other students with placement at these NCAA Division I and Division II schools. Nor did Defendants assist Plaintiff and other students with receipt of scholarships at such schools through their recruiting efforts.

c. Upon information and belief, the majority of Jireh Prep's contact with NCAA Division I and Division II schools was through sporadic mass e-mails, with formulaic text addressed only to a generic "coach," sent to various college NCAA athletic programs. These e-mails simply invited the non-descript "coach" to attend a Jireh Prep practice or game, with an attachment listing Jireh Prep's player names.

d. Upon information and belief, Jireh Prep's efforts did not result in the placement of 70% of its students in the last three years within a college where they were

awarded athletic scholarships.

e. Plaintiff and a vast majority of students did not receive ample play time, and the promised “rotation” to ensure ample play time never occurred.

f. Jireh Prep failed to record, edit, prepare, or maintain game and practice “highlight film” during a vast majority of practices and games, and as a result, Jireh Prep failed to utilize this highlight film in its alleged recruitment efforts taken on behalf of Plaintiff and other Jireh Prep students.

g. Upon information and belief, the educational courses provided by Jireh Prep were not capable of boosting Plaintiff or other students’ GPAs to aid in NCAA Division I and Division II college recruitment due to the online school’s course accreditation status.

46. Jireh Prep’s owners, coaches, and staff also undertook various other false and deceptive actions, including but not limited to the following:

a. After attending Jireh Prep, Plaintiff—through his own efforts and without any assistance from Jireh Prep—secured a walk-on position with Raleigh-based St. Augustine University’s football team. After learning of Plaintiff’s success, Jireh Prep published various statements on social media that indicated Jireh Prep’s efforts resulted in Plaintiff’s acceptance at St. Augustine University.

b. Upon information and belief, Jireh Prep has repeatedly and publicly taken credit for numerous former Jireh Prep students’ acceptance into various universities throughout the country, when in reality, Jireh Prep had absolutely no role in the students’ acceptance into such universities.

c. After Plaintiff’s mother began to complain to Defendant Jeffrey Rabon and other Jireh Prep staff, Coach Williams and other Jireh Prep staff would later address such

complaints in a public fashion, in front of the other students. Jireh Prep coaches, staff, and Defendant Jeffrey Rabon would regularly state that any student or parent of a student who complained to Jireh Prep about its misrepresentations would be punished with a lack of game play time. Jireh Prep attempted to effectively quash any complaints of false representations through public humiliation of teenagers, who typically were residing away from their parents for the first time, and thus particularly vulnerable.

d. Avoiding parents of students who regularly complained of Jireh Prep's false representations by failing to return e-mails or written correspondence, and changing phone numbers or intentionally blocking the phone numbers of particularly irate parents.

e. Assuring Plaintiff, other Jireh Prep students, and their respective parents and guardians that Jireh Prep is a religious institution founded upon Christian values. In reality, the only religious aspect of Jireh Prep was that the school would require that students attend Elevation Church. Jireh Prep owners, coaches, and staff were not regularly involved and did not attend these church services on a reoccurring basis—a Jireh Prep representative would only appear at Elevation Church to take roll of the students who attended, and then the Jireh Prep representative would leave the church service.

f. Jireh Prep would not involve the students in the selection of their classes. For example, Jireh Prep enrolled Plaintiff in a math class and a Latin class, despite the fact that Plaintiff had absolutely no experience or desire to study Latin.

PIERCING THE CORPORATE VEIL ALLEGATIONS

47. Upon information and belief, Defendants Jeffrey Rabon and Kindra Rabon exert complete domination of Jireh Prep's finances, policy, and business practices.

48. Upon information and belief, due to such complete dominance, Jireh Prep has no

separate mind, will, or existence of its own, apart from Defendants Jeffrey Rabon and Kindra Rabon.

49. Upon information and belief, Defendants Jeffrey Rabon and Kindra Rabon used their complete domination of Jireh Prep to commit fraud and wrong, to perpetuate the violation of a statutory duty and other legal duties, and to commit dishonest and unjust acts in contravention of Plaintiff's legal rights, as alleged herein.

50. Proximate cause exists between Defendants Jeffrey Rabon and Kindra Rabon's control over Jireh Prep and the injury and unjust loss complained of by Plaintiff and members of the Class.

51. Upon information and belief, Jireh Prep suffers from noncompliance with corporate formalities, complete domination and control by Defendants Jeffrey Rabon and Kindra Rabon so that it has no independent identity, and excessive fragmentation of a single enterprise into separate corporations.

CLASS ACTION ALLEGATIONS

52. This action is brought by Plaintiff as representatives of all others similarly situated under the provisions of Rule 23(a) of the North Carolina Rules of Civil Procedure for compensatory damages, court costs, and attorney fees as set forth in more detail below (collectively referred to as the "Class").

A. Existence of a Class and the Predominance of Legal and Factual Issues

53. The Class is defined as all persons within the United States of America or its territories who attended Jireh Prep as students.

54. Excluded from the Class are Defendants and all of their affiliated companies, directors, officers, agents, and employees.

55. Plaintiff is a member of the Class, as defined herein.

56. Plaintiff reserves the right to amend the class definitions if discovery and further investigation reveal that the Class should be expanded or otherwise modified.

57. The precise members of the Class may be ascertained through discovery—Jireh Prep has access to student enrollment records that will provide such information.

58. Common questions of law and fact exist as to all Class members and these questions predominate over questions affecting only individual members of the Class. These common questions of law and fact include, but are not limited to, the following:

a. Whether Jireh Prep failed to perform according to the terms of the Contract entered into with Plaintiff and other members of the Class, and as a result, whether Plaintiff and members of the Class received what they bargained for.

b. Whether Defendants knowingly or recklessly made false representations of material fact to Plaintiff and members of the Class concerning Jireh Prep's strong connections with numerous NCAA Division I and Division II college coaches and recruiters, Jireh Prep's daily contact with numerous NCAA Division I and Division II college coaches to secure student placement and student scholarship awards with these colleges, Jireh Prep's past success in placing over 70% of students into colleges that awarded academic scholarships to Jireh Prep's students, Jireh Prep's promised game play time through "rotation," Jireh Prep's promised creation and distribution of "highlight film," and Jireh Prep's promises of educational courses capable of boosting Plaintiff and other Class members' GPAs to aid in NCAA Division I and Division II college recruitment.

c. Whether such representations induced Plaintiff and members of the Class into attending Jireh Prep through reasonable reliance.

d. Whether Defendants' actions were unfair or deceptive, in or affecting commerce, and whether such actions proximately caused injury to Plaintiff and members of the Class.

e. Whether Defendants engaged in a civil conspiracy to cause injury to Plaintiff and members of the Class.

f. Whether a fiduciary relationship existed between Defendants and Plaintiff or members of the Class, and whether Defendants breach this fiduciary duty.

g. Whether, as a result of Defendants' actions, Plaintiff and members of the Class are entitled to damages, attorney fees, injunctive relief, and other relief as requested herein, and the amount and nature of such relief.

59. Plaintiff's claims are typical of the claims of members of the Class. Plaintiff and members of the Class have been injured by the same wrongful practices of Defendants. Plaintiff's claims arise from the same practices and course of conduct that give rise to the claims of members of the Class and are based on the same legal theories. Plaintiff has no interests that are antagonistic to those of members of the Class.

B. Adequate Representation

60. Plaintiff will fairly and adequately protect the interests of the members of the Class because Plaintiff has the same legal claims as the other members of the Class.

61. Plaintiff attended Jireh Prep and provided Jireh Prep with \$13,000.00 in tuition money as a result of Defendants' misrepresentations, as alleged herein—all other members of the Class provided Jireh Prep with tuition monies based upon the same false representations made to Plaintiff.

62. Plaintiff adequately represents both North Carolina resident members of the Class

and out-of-state members of the Class.

63. Plaintiff is a resident of the State of North Carolina, and Plaintiff is capable and willing to represent the proposed Class in all respects.

C. No Conflict of Interest Exists

64. Neither Plaintiff nor his attorneys have any interests contrary to or conflicting with members of the Class.

65. Plaintiff has retained counsel experienced in complex class action litigation and will prosecute this action vigorously.

D. Genuine Interest

66. Plaintiff has a genuine, personal interest in the outcome of this case.

67. Plaintiff's interest is not a mere technical interest—Plaintiff attended Jireh Prep and provided Jireh Prep with \$13,000.00 as a result of Defendants' misrepresentations, as alleged herein.

E. Numerosity

68. The members of the proposed classes are so numerous and geographically dispersed that joinder of all members would be impracticable.

69. Members of the Class are teenagers (18 years of age or older) who reside throughout the United States and its territories, and upon information and belief, Jireh Prep typically enrolled approximately 60 students per semester. The potential number of Class members is more than approximately 360 students.

F. A Class Action is the Superior Method of Adjudication

70. A class action is superior to any other available means for the fair and efficient adjudication of this dispute, and no unusual difficulties will likely hamper the management of this

class action.

71. The injury suffered by each class member, while meaningful on an individual basis, is relatively small compared to the burden and expense required to individually litigate each claim against Defendants.

72. Individual litigation would therefore increase the delay and expense for all involved parties as well as the court system itself.

73. Further, individual litigation would create a risk of inconsistent or varying adjudications, which would impede other class members' ability to protect their interests and create incompatible standards of conduct for Defendants.

74. In contrast, given the similar nature of class members' claims, a class action presents far fewer difficulties and presents the benefits of single adjudication, economies of scale, and comprehensive supervision by a single court.

H. Notice to Members of the Class

75. Adequate notice to the members of the Class may be effectuated through U.S. Mail, e-mail, publication, and other similar means utilizing contact information that is already in the possession of Defendants.

76. Plaintiff shall provide a proposed Class notice as a part of his ultimate Motion for Class Certification.

FIRST CLAIM FOR RELIEF - FRAUD

77. Paragraphs 1 - 76 are incorporated herein by reference.

78. Coach Williams intentionally made false representations of fact to Plaintiff in March 2015, as outlined in Paragraphs 31 and 43 of this Complaint.

79. Coach Williams intentionally made false representations of material fact to the

Class that are substantially similar to the false representations made to Plaintiff, as outlined in Paragraphs 31 and 43 of this Complaint.

80. Defendant Jeffrey Rabon intentionally made false representations of fact to Plaintiff between August – December 2015, as outlined in Paragraphs 43 of this Complaint.

81. Defendant Jeffrey Rabon intentionally made false representations of material fact to the Class that are substantially similar to the false representations made to Plaintiff, as outlined in Paragraphs 43 of this Complaint.

82. Coach Williams, acting as an agent of Jireh Prep, and Defendant Jeffrey Rabon knew at the time of making these representations that they were false.

83. Coach Williams, acting as an agent of Jireh Prep, and Defendant Jeffrey Rabon intended to deceive Plaintiff and the Class by making false representations to obtain Plaintiff and the Class' tuition money.

84. Plaintiff and the Class justifiably relied on these false representations in their decision to attend Jireh Prep and provide Jireh Prep with tuition money.

85. Plaintiff and the Class have been injured as consequence of the false representations made by Coach Williams, acting as an agent of Jireh Prep, and Defendant Jeffrey Rabon.

SECOND CLAIM FOR RELIEF - FACILITATION OF FRAUD

86. Paragraphs 1 - 76 are incorporated herein by reference.

87. Coach Williams, other currently unknown Jireh staff and coaches, Defendant Jeffrey Rabon, and Defendant Kindra Rabon are jointly engaged in a scheme to obtain money by fraud and dishonesty for their personal benefit and for the benefit of Jireh Prep.

88. Pursuant to such scheme and seizing upon the vulnerability of Plaintiff and the teenage members of the Class, Defendants agreed to defraud Plaintiff and the Class to obtain

tuition money.

89. Defendant committed overt tortious acts in furtherance of the agreement by making false representations to Plaintiff and the Class, as described herein, to obtain over \$1,000,000.00 in collective tuition payments.

90. Defendants facilitated fraud by agreeing and conspiring with each other to obtain Plaintiff and the Class' tuition money by fraud, concealing material facts from Plaintiff and the Class pertaining to Jireh Prep, and accepting and using Plaintiff and the Class' money for Defendants' own benefit.

91. Plaintiff and the Class were injured by Defendants' fraudulent acts.

THIRD CLAIM FOR RELIEF - UNFAIR & DECEPTIVE TRADE PRACTICES

92. Paragraphs 1 - 76 are incorporated herein by reference.

93. Defendants engaged in conduct constituting unfair and deceptive acts or practices by making false representations of material fact to induce Plaintiff and the Class to collectively provide over \$1,000,000.00 in collective tuition money in exchange for little-or-no promised value, in violation of N.C. Gen. Stat. § 75-1.1.

94. Defendant's conduct was in or affecting commerce.

95. Plaintiff and the Class' injury was proximately caused by Defendant's wrongful conduct, due to Plaintiff and the Class' justifiable reliance upon Defendants' misrepresentations.

FORTH CLAIM FOR RELIEF – CIVIL CONSPIRACY

96. Paragraphs 1 - 76 are incorporated herein by reference.

97. An agreement existed between Defendants.

98. This agreement was an agreement to commit an unlawful act or to commit a lawful act in an unlawful way—namely, to make misrepresentations of material fact, as alleged herein, to

receive over \$1,000,000.00 in collective tuition money from Plaintiff and the Class.

99. Defendants acts resulted in injury to Plaintiff and the Class that were inflicted by one or more conspirators.

100. Defendants' acts were pursuant to a common scheme.

FIFTH CLAIM FOR RELIEF – BREACH OF FIDUCIARY DUTY

101. Paragraphs 1 - 76 are incorporated herein by reference.

102. A fiduciary relationship existed between Defendants, Plaintiffs and the Class, wherein Defendants had the duty of loyalty, cooperation, honesty, good faith, fair dealing, and the exercise of due care.

103. This fiduciary relationship arose through power dynamic between the parties and the surrounding circumstances—Plaintiff and the Class were teenagers who were completely dependent upon Jireh Prep as the first educational institution they attended away from their parents or guardians after high school, away from their home state. Defendants were directly responsible for Plaintiff and the Class' housing, meals, education, leisure time, and almost all other aspects of their lives.

104. Defendants breached their fiduciary relationship with Plaintiff and the Class by making false representations to receive over \$1,000,000.00 in collective tuition money.

105. Defendants' breach of their fiduciary duty caused injury and damage to Plaintiff and the Class.

SIXTH CLAIM FOR RELIEF – BREACH OF CONTRACT

106. Paragraphs 1 - 76 are incorporated herein by reference.

107. This breach of contract claim is brought in the alternative.

108. A contract existed between Jireh Prep and Plaintiff.

109. A contract existed between Jireh Prep and the Class.

110. Jireh Prep breached this contract by failing to perform its contractual obligations, including but not limited to the provision of NCAA college recruitment assistance.

111. Jireh Prep's breach of the contract caused damage to Plaintiff and the Class.

SEVENTH CLAIM FOR RELIEF - PUNITIVE DAMAGES

112. Paragraphs 1 - 76 are incorporated herein by reference.

113. That the conduct of the Defendants as alleged herein was willful, wanton, fraudulent, and malicious as those terms are defined under N.C. Gen. Stat. § 1D-5.

114. That Plaintiff, pursuant to N.C. Gen. Stat. § 1D-15, is entitled to an award of punitive damages in an amount in excess of twenty-five-thousand-dollars (\$25,000.00).

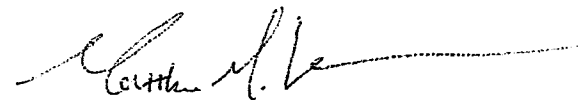
WHEREFORE, Plaintiff prays the Court as follows:

- A. For an order certifying the proposed class, designating Plaintiff as the named representative of the class, and designating Weaver, Bennett & Bland, P.A. as Class Counsel;
- B. For a damages award to Plaintiffs and class members in the amount proven at trial.
- C. For all costs and reasonable attorney fees pursuant to N.C. Gen. Stat. § 75-16.1;
- D. For a trial by jury on all issues so triable; and
- E. For such other and further relief that the Court deems just and proper.

This the 22nd day of November, 2016.

WEAVER, BENNETT & BLAND, P.A.
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