



Texas Rule of Civil Procedure 169 for the following reasons:

- (a) The relief sought by the State includes non-monetary injunctive relief.
- (b) The State's claim for monetary relief—including penalties, costs, expenses, consumer redress, and attorney fees—is in excess of \$100,000.

### **JURISDICTION**

2. This enforcement action is brought by Attorney General Ken Paxton, through his Consumer Protection Division, in the name of the STATE OF TEXAS and in the public interest pursuant to the authority granted by § 17.47 of the DTPA, upon the ground that Defendants have engaged in false, deceptive and misleading acts and practices in the course of trade and commerce as defined in, and declared unlawful by, § 17.46(a) and (b) of the DTPA. In enforcement suits filed pursuant to § 17.47 of the DTPA, the Attorney General is further authorized to seek civil penalties, redress for consumers, and injunctive relief.

### **PUBLIC INTEREST AND NOTICE**

3. Plaintiff, the State of Texas, has reason to believe that Defendants have engaged in, and will continue to engage in the unlawful practices set forth in this petition. Plaintiff has reason to believe Defendants have caused and will cause immediate, irreparable injury, loss and damage to the State of Texas by harming legitimate business enterprises which lawfully conduct trade and commerce in this State, and persons from whom money or properties are unlawfully acquired by Defendant. Therefore, the Consumer Protection Division of the Office of the Attorney General of the State of Texas believes and is of the opinion that these proceedings are in the public interest. *See* DTPA § 17.47(a). Defendants have been provided with written notice of the State's allegations of unlawful conduct.

## VENUE

4. Venue of this suit lies in Harris County, Texas, under the DTPA § 17.47(b), for the following reasons:

- (a) The transactions forming the basis of this suit occurred in Harris County, Texas.
- (b) Defendants have done business in Harris County, Texas.
- (c) Defendants' principal places of business are in Harris County, Texas.

## TRADE AND COMMERCE

5. Defendants have, at all times described below, engaged in conduct constituting “trade” and “commerce,” as those terms are defined in § 17.45(6) of the DTPA.

## CLAIM FOR RELIEF

6. Plaintiff seeks monetary relief—including penalties, costs, expenses, consumer redress, and attorney fees—in excess of \$100,000 and could exceed \$1,000,000. Plaintiff also seeks nonmonetary, injunctive relief.

## DEFENDANTS

### *Entity and Partnership Defendants*

7. Defendant **PARKVIEW HOME SCHOOL**, also known as Parkview Baptist School, is a Texas nonprofit corporation that maintains an office at 4151 Southwest Freeway, Suite 395, Houston, Texas 77027. Defendant is also known as Parkview Baptist Home School and Parkview Baptist High School. Defendant may be served with process by serving its registered agent for service of process, Tom Sanders, in Harris County, at 4151 Southwest Freeway, Suite 395, Houston, Texas 77027.

8. Defendant **CHESSON FAMILY PARTNERSHIP**—also doing business as Parkview Baptist School, Parkview Home School, Parkview Baptist Home School, and Parkview Baptist

High School—is an unregistered Texas partnership. Defendant’s place of business is in Harris County, Texas, at 4151 Southwest Freeway, Suite 395, Houston, Texas 77027. Defendant may be served with process by serving one or more of its partners as follows:

- (a) Lilton Chesson, Jr., in Harris County at 4151 Southwest Freeway, Suite 395, Houston, Texas 77027.
- (b) Christian Chesson, in Harris County at 4151 Southwest Freeway, Suite 395, Houston, Texas 77027.
- (c) Tara Rose Castellanos, in Harris County at 4151 Southwest Freeway, Suite 395, Houston, Texas 77027.
- (d) Mindy Kay Ring, in Harris County at 4151 Southwest Freeway, Suite 395, Houston, Texas 77027.

***Individual Defendants***

9. Defendant **LILTON CHESSON JR.** is an individual who is named as a defendant in his individual capacity and in his capacity as a partner in one or more partnerships. Defendant may be served with process at Defendant’s usual place of business in Harris County at 4151 Southwest Freeway, Suite 395, Houston, Texas 77027, or wherever Defendant may be found.

10. Defendant **CHRISTIAN D. CHESSON** is an individual who is named as a defendant in his individual capacity and in his capacity as a partner in one or more partnerships. Defendant maintains a place of business in Harris County at 4151 Southwest Freeway, Suite 395, Houston, Texas 77027. Defendant may be served with process by serving Defendant’s agent, Tom Sanders, at that address, because Defendant is engaged in business in Texas, the lawsuit arises from Defendant’s business in Texas, and Defendant is not a resident of the county where the suit arose.

11. Defendant **TARA ROSE CASTELLANOS** a/k/a Tara Rose Chesson, is an individual who is named as a defendant in her individual capacity and in her capacity as a partner in one or more partnerships. Defendant may be served with process at Defendant's usual place of business in Harris County at 4151 Southwest Freeway, Suite 395, Houston, Texas 77027, or wherever Defendant may be found.

12. Defendant **MINDY KAY RING** a/k/a Mindy Kay Chesson, is an individual who is named as a defendant in her individual capacity and in her capacity as a partner in one or more partnerships. Defendant may be served with process at Defendant's usual place of business in Harris County at 4151 Southwest Freeway, Suite 395, Houston, Texas 77027, or wherever Defendant may be found.

***Relief Defendants***

13. Relief Defendant **LEGAL PROPERTIES, L.L.C.**, is a foreign limited liability company doing business in Texas and this proceeding arises out of such business done in this state. LEGAL PROPERTIES, L.L.C. has received funds or financially benefitted from funds that can be traced directly to Defendants' deceptive acts or practices alleged below, and it has no legitimate claim to those funds. Defendant LEGAL PROPERTIES, L.L.C. has not designated a registered agent for service of process in Texas and therefore may be served with process by serving the Texas Secretary of State pursuant to § 17.044(b), Texas Civil Practice and Remedies Code. The Texas Secretary of State is hereby requested to serve Defendant LEGAL PROPERTIES, L.L.C. by certified or registered mail addressed to its registered agent, Christian D. Chesson, One Lakeshore Dr., Suite 1800, Lake Charles, Louisiana 70629.

14. All Defendants are named in their capacity as **Relief Defendants** to the extent that they possess (1) ill-gotten gains derived from the unlawful acts or practices of one or more of the

other Defendants named in this petition, or (2) benefits that would be subject to the equitable remedy of disgorgement. Plaintiff reserves the right to name additional relief defendants to the extent that additional individuals or entities appear to possess ill-gotten gains and/or benefits subject to disgorgement.

15. For purposes of this petition, references to “**Defendants**” or “**Parkview**” means Parkview Baptist School, Chesson Family Partnership, Lilton Chesson Jr., Christian Chesson, Tara Rose Castellanos, and Mindy Kay Ring, collectively.

### **ACTS OF AGENTS**

16. Whenever in this petition it is alleged that a Defendant or Defendants did any act, it is meant that

- (a) the specified Defendant or Defendants performed or participated in the act, or
- (b) the specified Defendant’s or Defendants’ officers, successors in interest, agents, partners, trustees or employees performed or participated in the act on behalf of and under the authority of one or more of the Defendants.

### **DEFENDANTS’ BUSINESS PRACTICES**

#### **A. Overview: Defendants operate a high school diploma mill in violation of Texas law.**

17. Under Texas law, a “diploma mill” is an “entity that offers for a fee, with little or no coursework, degrees, diplomas, or certificates that may be used to represent to the general public that the individual has successfully completed a program of secondary education or training.”

*See* 37 Tex. Admin. Code § 211.1(a)(19).<sup>1</sup>

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<sup>1</sup> *See also* Higher Education Opportunity Act, 20 U.S.C.A. § 1003 (West, Westlaw through P.L. 113-163) (“The term ‘diploma mill’ means an entity that offers, for a fee, degrees, diplomas, or certificates, that may be used to represent to the general public that the individual possessing such degree, diploma, or certificate has completed a program of postsecondary education or training, and requires such individual to complete little or no education or

18. Since at least 1994, Defendants have operated a high school diploma mill known variously as Parkview Home School, Parkview High School, Parkview Baptist High School, and Parkview Baptist School. (Ex. B1–B6). Although Parkview is a non-profit corporation, Parkview is in fact operated by Defendants as a for-profit, family business that offers to sell high school diplomas and transcripts to Texas consumers for \$200–\$300. Defendants operate this business via the Internet ([www.parkviewhomeschool.org](http://www.parkviewhomeschool.org)) and from a single office location in Houston, Texas. (Ex. A Roohi Aff. ¶¶ 3–5; Ex. A3 at 1). High school diplomas and transcripts may be purchased and obtained from Parkview within 1–2 days. (Ex. A Roohi Aff. ¶¶ 6–12; Ex. B Acosta Aff. ¶¶ 4–8). Parkview has no certified teachers and offers programs with no actual curriculum, coursework, or instruction. (Ex. A Roohi Aff. ¶ 6; Ex. B Acosta Aff. ¶ 5).

19. Parkview has approximately four people working at its office—Lilton Chesson, Mindy (Chesson) Ring, Tara (Chesson) Castellanos, and Adriana Garcia—three of which are members of the Chesson family and are named Individual Defendants. (Ex. A Roohi Aff. ¶ 6; Ex. A3 at 1).

20. According to Defendants, over 42,000 customers have purchased Parkview products. (Ex. B6 at 6). Over the past four years, Defendants have obtained approximately \$2.1 million from Texas consumers through the Parkview business.

21. As described in greater detail below, Defendants have engaged in extensive efforts to mislead consumers and the general public into believing Parkview is a legitimate school. For example, Defendants advertise that Parkview is “Texas State-approved” and a “nationally accredited” home school and its “graduates” are “home schooled students” who have certain

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coursework to obtain such degree, diploma, or certificate; and lacks accreditation by an accrediting agency or association that is recognized as an accrediting agency or association of institutions of higher education.”); *see also Diploma Mills*, Federal Trade Commission, [www.consumer.ftc.gov/articles/0206-diploma-mills](http://www.consumer.ftc.gov/articles/0206-diploma-mills) (“A ‘diploma mill’ is a company that offers ‘degrees’ for a flat fee in a short amount of time and requires little to no course work.”).

rights under Texas law—none of which is true. (Ex. A Roohi Aff. ¶ 5; Ex. B Acosta Aff. ¶ 13; Ex. B6 at 3–7). Parkview also attempts to legitimize itself by claiming it uses the “A Beka” curriculum to teach core academic subjects when in fact, as explained below, there is no curriculum and no coursework required of its adult “students” (which are the majority of its students) to obtain a diploma from Parkview. Parkview also uses the word “Baptist” in multiple variations of its name and on its transcripts and diplomas in an attempt to convey legitimacy, despite the fact that it is operated as a for-profit family business with no supervision, oversight, or regulation of any kind by the Baptist church or legitimate religious organization of any kind. Parkview also claims its diplomas and transcripts are “valid” and are generally accepted for college admission, for entering the military, and for employment. As described below, these representations and claims are false, deceptive and misleading.<sup>2</sup>

## **B. Parkview Sells Fake Diplomas and Transcripts For A Fee.**

22. The majority of Parkview’s “graduates” are adults, past the age of eligibility to attend public high school. For these “students”, Parkview has offered one of two programs<sup>3</sup>:

- **Adult Program:** Ages 19 and older, with less than 22 credits (\$250)
- **Credit Transfer Program:** Any age, with 22 or more credits (\$245)<sup>4</sup>

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<sup>2</sup> Ex. C *Dog gets high school diploma as so-called ‘degree mills’ flourish under Texas law* – KHOU News Article, February 8, 2012.

<sup>3</sup> In addition to the Adult Program and Credit Transfer Program, Parkview also offers “programs” to “students” under 18. The under-18 programs, although in many respects deceptive, are not at issue in the State’s request for temporary injunctive relief.

<sup>4</sup> Parkview recently changed its program offerings. As of February 3, 2015, Parkview offers a new Credit Transfer Program that appears to be a combination of the former Adult Program and former Credit Transfer Program. Regarding this program, Parkview’s website states the following:

For the Credit Transfer Program, students will need to bring a copy of their high school transcript showing a minimum of 22 credits which Parkview will evaluate. Such students will be given two subjects – a review course in high school math and one in high school English. . . . Students with less than 22 credits and of age 19 or older may also submit a transcript to be evaluated. Parkview can suggest a course of study to complete high school.

(Ex. A Roohi Aff. ¶¶ 3–4; Ex. A3 at 1–2; Ex. B Acosta Aff. ¶¶ 3, 13; Ex. B4 at 1).

23. To obtain a high school diploma, customers of Parkview’s **Adult Program** need only pay \$250 and receive two study guides: *Barron’s E-Z English* and *Barron’s E-Z Math*. (Ex. B Roohi Aff. ¶¶ 7–10; Ex. A4–A6). These study guides can be purchased at a public bookstore. (Ex. A4–A5). Adult “students” are instructed by Parkview to take the study guides home and complete only Chapters 1–4 (out of 13) in *Barron’s E-Z Math*; and only Chapters 1–12 (out of 23) in *Barron’s E-Z English*. (Ex. B Roohi Aff. ¶¶ 7–10; Ex. A6). Each *Barron’s* study guide contains answer keys to all of the questions; and students are instructed to check their own answers before turning them in. (Ex. B Roohi Aff. ¶ 7–8; Ex. A4 at 5; Ex. A5 at 5). Upon return of the study guides to Parkview, Parkview does not grade or even review the student’s work but simply issues the “student” a “Diploma of Graduation” from “Parkview Baptist High School.” (Ex. A Roohi Aff. ¶ 12; Ex. A1). The whole process can be completed within one to two days. (Ex. A Roohi Aff. ¶¶ 6–12).

24. Along with the diploma, the “student” also receives a fictitious transcript called a “Home School Academic Achievement Record.” (Ex. A Roohi Aff. ¶¶ 13–14; Ex. A2). The transcript is entirely a work of fiction by Parkview, listing classes never offered or taken and credits and grades never earned by the student. (Ex. A Roohi Aff. ¶¶ 13–14; Ex. A2). Despite Parkview’s claim that students of the Adult Program are “given the courses to complete high school at home,” there are no courses offered. Educationally, the program is a sham. (Ex. B Roohi Aff. ¶¶ 3–4, Ex. A3 at 1).

25. The **Credit Transfer Program**, Parkview’s second adult program, is also a sham. For consumers who present a transcript of 22 or more high school credits and pay a “one-time administrative fee of \$245,” Parkview will “automatically” grant a “valid” high school diploma. Regarding this program, Parkview’s website states:

In the **Credit Transfer Program**, students of any age who have earned 22 or more credits in high school have met Parkview’s requirements for graduation and may therefore transfer to Parkview to **graduate automatically** without any additional coursework. Since Parkview is private and students are home schooled, there is no exit exam requirement, such as the TAKS test, to graduate.

(Ex. B Acosta Aff. ¶ 3, 13, Ex. B4)(emphasis added). The whole process to obtain a Parkview diploma through the Credit Transfer Program can be completed in less than fifteen minutes.

(Ex. B Acosta Aff. ¶ 7).

26. Again, the transcript is a work of fiction, with fabricated courses, credits and grades, and with no indication as to which of the consumer’s credits were obtained from the student’s high school and which were from Parkview. (Ex. B Acosta Aff. ¶ 9–11, Ex. B2–B3; Ex. D1–D3; Ex. E1–E5). Parkview misleads consumers into believing that Parkview has authority to award a high school diploma and official transcript to a student simply by paying a fee.<sup>5</sup> This deception is further underscored by the fact that Parkview does nothing to verify the legitimacy of the student’s high school transcript but simply issues the Parkview diploma and transcript to the “student” with no questions asked. (Ex. B Acosta Aff. ¶¶ 7–11, Ex. B1–B3).

**C. Defendants falsely claim that their students are home-schooled.**

27. Parkview’s scheme depends in part upon falsely identifying itself as a Texas “home school” and its “graduates” as home-schooled students.

28. Parkview’s adult programs do not satisfy the requirements for a home school under Texas law. The Texas Supreme Court has defined a legitimate home school in Texas as consisting of

- a school-age child;
- residing in the State of Texas who is pursuing under the direction of a parent or parents or one standing in parental authority in or through the child’s home;

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<sup>5</sup> Refer to at *Plaintiff’s Brief on High School Diploma Mills, Home Schools, and Texas Education Law*, Section V for more information.

- in a bona fide (good faith, not a sham or subterfuge manner);
- a curriculum consisting of books, workbooks, other written materials, including that which appears on an electronic screen of either a computer or video tape monitor, or any combination of the preceding from either a (i) a private or parochial school which exists apart from the child’s home or (ii) which has been developed or obtained from any source;
- said curriculum is designed to meet basic education goals of reading, spelling, grammar, mathematics, and a study of good citizenship . . . .

*Tex. Educ. Agency v. Leeper*, 893 S.W.2d 432, 439 (Tex. 1994).<sup>6</sup>

29. Parkview’s adult programs do not meet the *Leeper* requirements since, among other deficiencies:

- the programs target adults, not school-age children;
- there is no parental direction or oversight involved in obtaining a diploma through these programs; and
- the programs are a sham—there is little or no coursework.

30. Since the majority of Parkview’s “graduates” are adults who paid a fee for one of Parkview’s adult programs, by law they are not home-schooled students and cannot be graduates of a “home school.” (Ex. A Roohi Affidavit ¶ 15). Parkview’s transcript, identified as a “Home School Academic Achievement Record,” is therefore misleading to college admissions and financial officers, military recruiters, potential employers and others, who rely upon the legitimacy and accuracy of transcripts to make decisions with respect to admissions, student loans, recruiting, and hiring. (Ex. D1–D3; Ex. E1–E5; Ex. F Martin Deposition)

31. By calling itself a home school and its “graduates” home schooled students, Parkview attempts to co-opt the legal safeguards afforded to legitimate home schooled students in Texas.

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<sup>6</sup> Refer to *Plaintiff’s Brief on High School Diploma Mills, Home Schools, and Texas Education Law*, Section II, for more information.

**D. Parkview coaches its graduates to falsify their student financial aid applications by claiming “home school” status.**

32. An important part of Parkview’s “home school” ruse is to coach its “graduates” who are applying to college to falsify their federal student aid applications by claiming they have been “home-schooled.” In order to obtain federal student financial aid, a student must be a legitimate high school graduate from a public high school, a private high school recognized by the U.S. Department of Education, or a legitimate home school under relevant state law, or the student must have obtained a GED. Parkview “graduates” do not qualify under any category of this standard. Instead, they are directed by Parkview to claim, falsely, that they are graduates of a home school.

33. Parkview prepares documents for its graduates to use in support of their applications for college admission and financial aid. The packet includes:

- An affidavit in support of a customer’s claim of home-schooling in order to qualify for federal financial aid—even when a customer is clearly not home-schooled under Texas law.
- A copy of Texas Education Code § 51.9241 (relating to college admission of a student with a nontraditional secondary education).
- A print-out from the Federal Financial Aid website regarding home-schoolers’ ability to qualify for federal aid.

All of these materials are then submitted to college admissions and financial aid representatives when a Parkview customer applies.<sup>7</sup> Parkview has even altered previously issued transcripts for its customers in an effort to deceive college admissions and financial aid officers. (Ex. E5)

34. Parkview claims that its graduates are protected by § 51.9241 of the Texas Education

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<sup>7</sup> Recently, some Texas community colleges have rejected the deception orchestrated by Parkview and have denied financial aid to Parkview graduates until they are able to qualify. Parkview’s response has been to initiate legal action against these community colleges to reverse unfavorable financial aid decisions rendered against Parkview graduates. (See *e.g.*, Ex. G Blinn College’s Response to Parkview’s 202 Petition; Ex. H Kilgore College - Order to Dismiss, Motion, Parkview’s 202 Petition; Ex. I San Jacinto College’s Response to Parkview’s 202 Petition).

Code when they apply for Texas public colleges and universities because they are home-schooled students. However, as discussed above and in the State’s accompanying brief on Texas education law, graduates of these programs are not home-schooled under Texas law. Providing false information on a federal financial aid application may subject students to criminal and administrative penalties.<sup>8</sup>

**E. Parkview makes false, misleading, and deceptive claims about its “high school” program.**

35. Parkview’s website and advertising—in present form and past publications—contains multiple false, deceptive, and misleading representations. The following are some examples:

- “At Parkview Baptist School in Houston we offer a nationally accredited, state approved, home study program.”<sup>9</sup>
- “The Texas Education Code, Section 51.9241, states that graduates of Parkview Baptist School are legally eligible for admission to any public college, university, or community college in Texas.”<sup>10</sup>
- “All persons wanting to enter the military may do so as a home schooled student and must take an entrance exam.”<sup>11</sup>
- “Parkview Baptist School, accredited by the National Private Schools Accreditation Alliance, provides students with the core academic subjects following the Texas Recommended Curriculum.”<sup>12</sup>
- Defendants claim various dates of founding: Parkview was “[e]stablished in 1980.”<sup>13</sup> “Our school has been a fixture in Houston since 1994.”<sup>14</sup>

<sup>8</sup> Refer to *Plaintiff’s Brief on High School Diploma Mills, Home Schools, and Texas Education Law*, Section III, for more information.

<sup>9</sup> Ex. B Acosta Aff. ¶ 12; Ex. B6 at 2–4.

<sup>10</sup> Ex. A Roohi Aff. ¶¶ 3–4; Ex. A1 at 4.

<sup>11</sup> Ex. A Roohi Aff. ¶¶ 3–4; Ex. A1 at 5.

<sup>12</sup> *About Us, Parkview Home School* (May 17, 2011), <https://web.archive.org/web/20110517225058/http://www.parkviewhomeschool.org/1.html> (last visited on Mar. 16, 2015).

<sup>13</sup> *Parkview Baptist School—About*, Facebook, (August 25, 2014, 1:39 PM), <https://www.facebook.com/pages/Parkview-Baptist-School/252566191425131?sk=info>.

<sup>14</sup> (Ex. B Acosta Aff. ¶ 12, Ex. B6).

- “Parkview Baptist School, founded in 1980, is a private, nationally accredited Home School Provider offering home school programs and lesson plans for students of ages 12 – 18 years old in grades 7 – 12.”<sup>15</sup>
- “Parkview Baptist School, founded in 1983, is a private, Texas State-approved Home School Provider.”<sup>16</sup>
- Parkview Baptist School is “Church Sponsored/Accredited” and a “SBC member.”<sup>17</sup>

36. Defendants’ representations that their programs are approved or recognized by the State of Texas are false, deceptive, and misleading to consumers. Parkview Baptist School has never been a “Texas State-approved Home School Provider.” In fact, Parkview has never received any approval or endorsement by the State of Texas.

37. To appear legitimate, Parkview claims to be accredited by a nationally recognized agency.<sup>18</sup> As detailed below, Defendants’ accreditation is a sham. And Defendants’ representations that they are nationally accredited are false, deceptive, and misleading to consumers.

38. Defendants alternately and simultaneously call themselves “Parkview Baptist School,” “Parkview Home School,” “Parkview Baptist Home School,” and “Parkview Baptist High School”—depending upon Defendants’ purposes at the time. These business practices are deceptive and misleading to consumers.

39. Parkview represents to Texas consumers that graduates can use their diplomas to “get in to college, go to the military, get a job, or get an apprenticeship.” (Ex. A Roohi Aff. ¶ 7; *see also* Ex. B Acosta Aff. ¶ 13, Ex. B4 at 5–6, B5 at 5–6, B6 at 6–7). Contrary to Parkview’s claims,

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<sup>15</sup> Home Page, Parkview Home School (May 17, 2011), <https://web.archive.org/web/20110517224412/http://www.parkviewhomeschool.org/> (last visited on Mar. 16, 2015).

<sup>16</sup> Home Page, Parkview Home School (August 22, 2012), <https://web.archive.org/web/20120822063734/http://www.parkviewhomeschool.org/> (last visited on Oct. 14, 2014).

<sup>17</sup> Parkview Baptist School Advertisement, The Greensheet–Southwest, Jan. 12-18, 2012, at 43, available at <http://issuu.com/greensheet1/docs/gs---southwest-houston>.

<sup>18</sup> Ex. B6 at 1–2; Ex. D1 at 1–5; Ex. E1 at 1, 3

Parkview diplomas and transcripts are not generally accepted by colleges, universities, community colleges, the military, police academies, or employers for the simple reason that they do not represent the recipient has achieved the equivalent of a legitimate secondary education.

40. “Where can I go to college?” Parkview’s answer is blatantly misleading:

Home schooled graduates of Parkview are eligible for admission to any public college or university in Texas (Houston Community College, San Jacinto, Lone Star College, UT, A&M, UH, etc.) . . . . Some private, for-profit schools such as The Art Institute, Remington, Everest, The University of Phoenix accept home schooled graduates and some do not.

(Ex. A Roohi Aff. ¶ 3–4; Ex. A3 at 6). Graduates of Parkview’s Adult Program and Credit Transfer Program are not home-schoolers and are not high school graduates. Therefore, they are not eligible by virtue of their Parkview diploma for acceptance as a high school graduate at a public college or a private, for-profit college.

41. Generally, freshmen applicants to four-year colleges and universities must have satisfactorily completed a standard high school curriculum or equivalent.<sup>19</sup> Freshmen applicants

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<sup>19</sup> See e.g., Tex. Educ. Code § 51.805(a)(1) (generally applicants must have completed the “High School Program” or their equivalents described in 19 Tex. Admin. Code §§ 74.63 and 74.64).

- University of Texas admissions requirements state: “To be competitive for admission to UT Austin, freshman applicants, including Texas applicants and out-of-state applicants, must complete or be on track to complete the high school coursework listed below. . . .
  - Language Arts: Four credits of English and language arts
  - Mathematics: Four credits at the level of Algebra I or higher (one credit must be Algebra II or a course equivalent or more advanced in content and rigor)
  - Science: Four credits
  - Social Studies: Four credits
  - Foreign Language: Two credits of the same language
  - Fine Arts: One credit
  - Physical Education: One credit
  - Electives: Six credits or more”

*High School Coursework Requirements*, University of Texas at Austin,  
<http://bealonghorn.utexas.edu/freshmen/admission/hs-courses> (last visited on Mar. 16, 2015).

can also qualify for admission by achieving a minimum score on the SAT or ACT or similar college readiness exam.<sup>20</sup> Since Parkview’s Adult Program and Credit Transfer Program do not provide an acceptable diploma or coursework that would prepare a student for college readiness exams, these services provide no value to students applying at four-year colleges and universities.<sup>21</sup>

42. Two-year colleges in Texas (community colleges and junior colleges) have open admissions policies. (Ex. L Goeman Affidavit). Thus, an applicant does not need a high school diploma or equivalent to qualify for admission.<sup>22</sup> Parkview’s diploma is irrelevant to admission at community colleges and junior colleges with open enrollment. These colleges generally rely on placement test scores—or SAT and ACT scores—for admission and enrollment.<sup>23</sup> Since Parkview’s Adult Program and Credit Transfer Program do not provide an acceptable diploma or

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- University of Houston admissions requirements state: “[A]ll students meet one of the following college readiness standards . . . [including] [s]uccessfully complet[ing] the recommended or advanced high school program . . . .” *Freshman Admissions Criteria*, University of Houston, <http://www.uh.edu/admissions/apply/apply-freshman/admissions-criteria/> (last visited on Mar. 16, 2015).

<sup>20</sup> See, e.g., Tex. Educ. Code § 51.805(a)(1) (referencing SAT and ACT minimums specified in § 51.803(a)(2)(B)).

<sup>21</sup> Refer to *Plaintiff’s Brief on High School Diploma Mills, Home Schools, and Texas Education Law*, Section VI, for more information.

<sup>22</sup> Refer to *Plaintiff’s Brief on High School Diploma Mills, Home Schools, and Texas Education Law*, Section VI, for more information.

<sup>23</sup> See Tex. Educ. Code § 51.3062(b) (junior colleges “shall assess the academic skills of each entering undergraduate student [with the Texas Success Initiative placement test]”).

- Lone Star College specifies that “**State Law** requires all students attending public institutions of higher education be assessed in reading, writing and mathematics before enrolling in classes. The **Texas Success Initiative (TSI)** is a state legislated program designed to improve student success in college.” *Placement testing*, Lone Star Community College, <http://www.lonestar.edu/placement-testing-info.htm> (last visited on Mar. 16, 2015).
- Houston Community College states that “The TSI Assessment is a placement testing tool used by public Texas colleges and universities to make sure students are placed into the most appropriate level of courses based on college readiness. TSI is an acronym for “Texas Success Initiative. The TSI Assessment determines your preparation level for the subjects of reading, writing, and math.” *Enrolling at HCC*, Houston Community College, <http://www.hccs.edu/district/students/apply/> (last visited on Mar. 16, 2015).

coursework that would prepare a student for college readiness exams, these services provide no value to students applying at two-year colleges.

43. From Parkview’s FAQs: “Can I go to the military?” Parkview’s Answer: “Yes, all home schooled graduates are eligible to enlist in the military directly after graduating.” This answer is false, deceptive, and misleading. (Ex. A Roohi Aff. ¶ 3–4, Ex. A3 at 6).

44. The United States military generally requires a high school diploma from an accredited institution or proof of completion of a comparable course of study.<sup>24</sup> The Parkview diploma and transcript do not satisfy either of these criteria, and no branch of the armed forces accepts a Parkview diploma as evidence of high school completion.<sup>25</sup> Parkview graduates would only be accepted to the military on the basis of test evaluation and waiver. Thus, a Parkview diploma and transcript are essentially worthless to any consumer wishing to go in to the military.

45. Police academies generally require a diploma from an accredited high school or proof of an equivalent level of education. However, Parkview’s Adult Program and Credit Transfer Program fits the definition of “diploma mill” in the Texas Administrative Code.<sup>26</sup> Therefore, Parkview diplomas from these programs do not meet the requirements for admission to Texas law enforcement academies.<sup>27</sup>

46. Employers who require a high school diploma generally require a diploma from an accredited high school or proof of an equivalent level of education. (Ex. M Sonberg Affidavit). Parkview’s Adult Program and Credit Transfer programs do not meet this requirement.

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<sup>24</sup> Air Force Recruiting Manual at § 2.12; Army Education Enlistment Credentials (USAREC Regulation 601-101) at §§ 2-4 & 3-2.

<sup>25</sup> Ex. C.

<sup>26</sup> See 37 Tex. Admin. Code § 211.1(a)(19) (“Diploma mill--An entity that offers for a fee with little or no coursework, degrees, diplomas, or certificates that may be used to represent to the general public that the individual has successfully completed a program of secondary education or training.”).

<sup>27</sup> See 37 Tex. Admin. Code § 211.1(29) (“[D]ocumentation from diploma mills is not acceptable” for admission.).

Therefore, Parkview diplomas from these programs do not make an applicant eligible for jobs requiring a high school diploma.

47. Legitimate alternatives for those who did not obtain a high school diploma do exist including credit recovery programs offered through school districts, adult basic education courses at community colleges, and certificates of high school equivalency, more commonly known as the “GED.”<sup>28</sup> (Ex. K Avery Aff.; Ex. J Sanborn Affidavit.) Parkview’s misleading claims only serve to distract from these legitimate alternatives. (Ex. J Sanborn Aff.)

**F. Parkview misrepresents that it is a “nationally accredited” school.**

48. Parkview claims that their home school program is *nationally* accredited by the National Private Schools Accreditation Group (“NPSAG”). (Ex. B6 at 2; Ex. D1 at 1–5; Ex. E1 at 1,3). In reality, NPSAG is a fake accrediting agency in Florida comprised of a UPS box and a website set up to dupe consumers.<sup>29</sup> The NPSAG is actually a Florida corporation: National Private Schools Accreditation Group, Inc. NPSAG is not recognized by Texas or any other legitimate education organizations in any other state.<sup>30</sup> NPSAG is an “accreditation mill”—an entity that offers its accreditation for a fee without investigating the educational institution.<sup>31</sup> Parkview

<sup>28</sup> In Texas, high school equivalency certificates can only be issued by the Texas Education Agency to students who make a passing score of the high school equivalency examination, more commonly known as the GED test. 19 Tex. Admin. Code §§ 89.41, 89.43(a). The high school equivalency examination is given only by the GED Testing Service at authorized testing centers and is a monitored exam. 19 Tex. Admin. Code § 89.42. High school equivalency programs to prepare for the high school equivalency exam are authorized by state and/or federal law and must meet certain statutory and regulatory requirements. 19 Tex. Admin. Code § 89.1401; 20 U.S.C. § 1070d-2; 40 Tex. Admin. Code §§ 805.1–805.62.

<sup>29</sup> See U.S. Dep’t of Educ., *Diploma Mills and Accreditation*, <http://www2.ed.gov/students/prep/college/diplomamills/diploma-mills.html#fake> (last visited Mar. 16, 2015) (“Diploma mills often claim accreditation by a fake accrediting agency to attract more students to their degree programs and make them seem more legitimate.” *Id.*)

<sup>30</sup> See *TEPSAC Accrediting Agencies*, Texas Private School Accreditation Commission, <http://www.tepsac.org/agencies.cfm> (last visited Mar. 3, 2015).

<sup>31</sup> See U.S. Dep’t of Educ., *Diploma Mills and Accreditation*, <http://www2.ed.gov/students/prep/college/diplomamills/diploma-mills.html#fake> (last visited Mar. 16, 2015).

recently removed the NPSAG accreditation from the Parkview transcripts but continues to tout its fake accreditation online.<sup>32</sup>

49. No legitimate organization has ever recognized Parkview as an accredited institution. In Texas, for non-public schools to achieve legitimate accreditation, they must offer “curriculum, staffing, and instruction” that are “sufficiently comparable to those of a public school.”<sup>33</sup> Since Parkview’s adult programs offer no instruction or legitimate curriculum, they do not qualify for legitimate accreditation in Texas.

#### **G. Defendants’ operation as an unregistered partnership.**

50. Defendants Lilton Chesson Jr., Christian D. Chesson, Tara Rose Castellanos, and Mindy Kay Ring are family members who are involved in Parkview’s business operations and have been operating their business in the form of an unregistered partnership (the “Chesson Family Partnership”).

51. The Chesson Family Partnership has regularly conducted business in Harris County, Texas under the assumed names “Parkview Baptist School,” “Parkview Home School,” “Parkview Baptist High School,” and “Parkview Baptist Home School.”

52. Parkview Baptist School is a registered nonprofit corporation with the Texas Secretary of State. Lilton Chesson Jr., Christian Chesson, Tara Rose Castellanos, and Mindy Kay Ring all have served as directors of the corporation. However, the Individual Defendants have operated as an unregistered partnership under assumed names prior to formation of the nonprofit corporation, and the partnership continued to conduct business after the formation of the

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<sup>32</sup> [www.parkviewhomeschool.org/ParkviewBrochure2013.html](http://www.parkviewhomeschool.org/ParkviewBrochure2013.html) (last visited on Mar. 13, 2015).

<sup>33</sup> Texas Private School Accreditation Commission (“TEPSAC”) Policy Book at 2, *available at* [http://www.tepsac.org/resources/pdf/tepsac\\_policy\\_book.pdf](http://www.tepsac.org/resources/pdf/tepsac_policy_book.pdf) (TEPSAC’s policy precludes accreditation of non-public schools if the “curriculum, staffing, and instruction” are not “sufficiently comparable to those of a public school.”) (last visited Mar. 3, 2015).

corporation. This partnership is the alter-ego of the Individual Defendants.

### **VIOLATIONS OF THE DTPA**

53. The Plaintiff State of Texas incorporates and adopts by reference the allegations contained in each and every preceding paragraph of this petition.

54. Defendants, in the course and conduct of trade and commerce, have directly or indirectly engaged in false, misleading and deceptive acts and practices declared to be unlawful by the DTPA by:

- (a) Causing confusion or misunderstanding as to the source, sponsorship, approval, or certification of goods or services, in violation of DTPA, § 17.46(b)(2);
- (b) Causing confusion or misunderstanding as to affiliation, connection, or association with, or certification by, another, in violation of DTPA, § 17.46(b)(3);
- (c) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have, or that a person has a sponsorship, approval, status, affiliation, or connection which he does not have, in violation of DTPA, § 17.46(b)(5);
- (d) Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another, in violation of the DTPA, § 17.46(b)(7);
- (e) Advertising goods or services with intent not to sell them as advertised, in violation of the DTPA, § 17.46(b)(9);

(f) Failing to disclose information concerning goods or services which was known at the time of the transaction if such failure to disclose such information was intended to induce the consumer into a transaction which the consumer would not have entered had the information been disclosed, in violation of the DTPA, § 17.46(b)(24).

### **INJURY TO CONSUMERS**

55. Defendants have, by means of these unlawful acts and practices, obtained money or other property from identifiable persons to whom such money or property should be restored or who, in the alternative, are entitled to an award of damages.

### **VIOLATIONS OF THE ASSUMED BUSINESS OR PROFESSIONAL NAME ACT**

56. The Plaintiff State of Texas incorporates and adopts by reference the allegations contained in each and every preceding paragraph of this petition.

57. Defendants have, directly or indirectly, engaged in acts that violated the Assumed Business or Professional Name Act, §§ 71.001–71.203, Texas Business and Commerce Code.

58. Parkview Baptist School is a registered nonprofit corporation with the Texas Secretary of State. However, Defendants have regularly conducted business in Harris County, Texas, under the assumed names “Parkview Home School,” “Parkview Baptist High School,” and “Parkview Baptist Home School” without filing the necessary certificates with the county clerk in violation of the Assumed Business or Professional Name Act.

### **APPLICATION FOR INJUNCTIVE RELIEF**

59. The Consumer Protection Division has reason to believe that the Defendants are engaging in, have engaged in, or are about to engage in acts and practices declared to be unlawful under the DTPA. The Consumer Protection Division believes these proceedings to be in the public

interest. Therefore, pursuant to DTPA § 17.47(a), Plaintiff requests relief by way of a Temporary Restraining Order, Temporary Injunction, and Permanent Injunction as set forth in the Prayer.

60. Plaintiff believes immediate injunctive relief by way of Temporary Restraining Order and Temporary Injunction is necessary to prevent continuing harm prior to trial.

61. In addition to restraining Defendants' conduct to prevent future illegal acts and harm to consumers, Plaintiff requests immediate relief to preserve and protect the monies obtained by Defendants from consumers in violation of the DTPA. Defendants own or control numerous other businesses which have various physical locations and bank accounts which Defendants can hide funds and other valuable assets. The evidence assembled thus far demonstrates that it is likely Defendants will dissipate or conceal these monies prior to trial.<sup>34</sup> Therefore, pursuant to DTPA § 17.47(d), Plaintiff requests that these monies be frozen pending final trial so consumer restitution can be made and full and final relief can be awarded at final trial.

62. Under DTPA § 17.47(b), the Court shall issue such injunctive relief without requiring a bond.

#### **REQUEST TO CONDUCT DISCOVERY PRIOR TO TEMPORARY INJUNCTION HEARING**

63. Plaintiff requests leave of this Court to obtain written discovery and depositions of witnesses and parties prior to and prior to the temporary injunction hearing to be scheduled. Any depositions, telephonic or otherwise, would be conducted with reasonable, shortened notice to Defendants and their attorneys. Also, Plaintiff requests that the filing requirements for business records and the associated custodial affidavits be waived for purposes of all temporary

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<sup>34</sup> Refer to *Plaintiff's Brief In Support of Temporary Restraining Order And Asset Freeze*, for more information.

injunction hearings.

### **TRIAL BY JURY**

64. Plaintiff herein requests a jury trial and tenders the jury fee to the Harris County District Clerk's office pursuant to Tex. R. Civ. P. 216 and the Tex. Gov't Code § 51.604.

### **NOTICE BEFORE SUIT**

65. The Consumer Protection Division informed Defendants in general of the alleged unlawful conduct described above at least seven days before filing suit. DTPA§ 17.47(a).

### **CONDITIONS PRECEDENT**

66. All conditions precedent to Plaintiff's claim for relief have been performed or have occurred.

### **REQUEST FOR DISCLOSURE**

67. Under Texas Rule of Civil Procedure 194, Plaintiff requests that Defendants disclose, within 50 days of the service of this request, the information or material described in Rule 194.2.

### **PRAYER**

68. Plaintiff prays that Defendants be cited according to law to appear and answer herein.

69. Plaintiff prays that a TEMPORARY RESTRAINING ORDER be issued, and that after due notice and hearing, a TEMPORARY INJUNCTION be issued, and upon final hearing a PERMANENT INJUNCTION be issued, restraining, and enjoining Defendants, Defendants' officers, agents, servants, employees, attorneys—and any other person in active concert or participation with any or all Defendants—from engaging in the following acts or practices without further order of the Court:

(a) Transferring, concealing, destroying, or removing from the jurisdiction of this

Court any books, records, documents, invoices or other written materials—including electronic documents—relating to the business of Defendants currently or hereafter in any of the Defendants’ possession, custody or control except in response to further orders or subpoenas in this cause;

(b) Transferring, spending, hypothecating, concealing, encumbering or removing from the jurisdiction of this Court any money, stocks, bonds, assets, notes, equipment, funds, accounts receivable, policies of insurance, trust agreements, or other property, real, personal or mixed, wherever situated, belonging to or owned by, in possession of, or claimed by any of the Defendants or Relief Defendants, insofar as such property relates to, arises out of or is derived from the business operations of Defendants except in response to further orders by the Court;

(c) Undertaking any action which would violate Texas Business & Commerce Code Chapter 24, the Uniform Fraudulent Transfer Act;

(d) Operating any business that provides or advertises any educational services, including diplomas or degrees and online educational programs without further order of this Court;

(e) Accepting monies or any other forms of payment for any educational services, including diplomas, transcripts, certificates of completion or degrees without further order of this Court;

(f) Issuing a high school diploma, home school diploma, a high school transcript, a home school transcript, or any other document that purports to certify successful completion of a high school education without further order of this Court;

(g) Operating any business that violates the Texas Education Code;

(h) Representing, directly or by implication, that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have.

Specifically and without limitation, Defendants SHALL NOT represent that:

- i. Parkview Baptist School is a home-school;
- ii. Parkview's Adult Program and Credit Transfer Program (or related programs) are home-school programs or are the equivalent of a home-school;
- iii. Students or graduates of Parkview's Adult Program and Credit Transfer Program (or related programs) are home-school students;
- iv. Parkview's Adult Program and Credit Transfer Program (or related programs) offer the equivalent of a high school diploma or GED;
- v. Parkview holds any type of accreditation, approval, registration or endorsement that it does not have;
- vi. Parkview's products or services are endorsed by or approved by the State of Texas; or
- vii. Graduates of Parkview's program receive diplomas which are generally recognized by colleges, universities, the military, police academies, other academic institutions, or employers.

(i) Failing to disclose information concerning any good or service sold or offered for sale by Defendants when Defendants know at the time of the transaction that such failure to disclose is intended to induce consumers to enter into transactions consumers would not enter into if such information were disclosed. Specifically, and without limitation, Defendants shall not fail to disclose to each prospective consumer the following:

- i. Parkview is not a school;

- ii. Parkview's education programs are not approved or accredited by the State of Texas or any Texas agency;
- iii. Parkview is not accredited by any legitimate organization;
- iv. Parkview's diplomas are not generally accepted by colleges, universities, the military, police academies, other academic institutions, and employers;
- v. Parkview graduates applying to colleges and universities may be required to undergo assessments to determine the classroom placement and ensure overall success in the program. Parkview graduates that do not fare well on these assessments may have to take foundational courses for which they must pay additional fees, but receive no college credit before being allowed to go on to college-level courses for which credit toward a degree will be received.

70. Plaintiff further prays that this Court award judgment for the Plaintiff as follows:

- (a) Order Defendants to pay civil penalties to Plaintiff for each violation of the DTPA up to a total of \$20,000 per each violation;
- (b) Order Defendants and Relief Defendants to restore all money or other property obtained from consumers by means of unlawful acts or practices, or in the alternative award judgment for damages to compensate for such losses or, in the alternative, order disgorgement of all sums, monies, and value taken from consumers by means of deceptive trade practices, together with all proceeds, interest, income, profits, and accessions thereto; making such disgorgement for the benefit of victimized consumers and Plaintiff;
- (c) Place an equitable lien and constructive trust on all of Defendants' and Relief Defendants' assets, personal property, and real property, and grant the State an interest in

said assets and property;

(d) Order Defendants' and Relief Defendants' assets be repatriated into the jurisdiction of the Court;

(e) Make findings of fact and conclusions of law that (1) all purchases of goods and services consumers from Defendants were the result of Defendants' engaging in actual fraud and making materially false representations with the intent that the materially false representations would be acted upon by the party or consumer to whom the misrepresentations were made; and (2) consumers' reliance on these false representations has resulted in injuries to said consumers;

(f) Order Defendants to pay all of Plaintiff's expenses to which Plaintiff is entitled to reimbursement, including attorney fees, pursuant to Chapter 71, Texas Business & Commerce Code;

(g) Order Defendants to pay Plaintiff's attorneys' fees and costs of court pursuant to Texas Government Code § 402.006(c) and order Defendants to pay pre-judgment interest on all awards of restitution, damages or civil penalties, as provided by law; and

(h) Grant leave to Plaintiff to conduct telephonic, oral, and other depositions prior to Defendants' answer date and any Temporary Injunction hearing and grant leave to Plaintiff to conduct post-judgment discovery.

71. The State further prays that this Court grant all other relief to which the Plaintiff, State Of Texas, may show itself entitled.

Dated: April 20, 2015

Respectfully submitted,

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Attorney General of Texas

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ATTORNEYS FOR PLAINTIFF,  
STATE OF TEXAS

## VERIFICATION

The foregoing Original Verified Petition and Application for Temporary Restraining Order, Temporary Injunction and Permanent Injunction, is supported and verified by the following affidavits and exhibits, which are incorporated by reference:

### EXHIBIT LIST

- Exhibit A: Affidavit of Amir Roohi, Office of the Attorney General of Texas
  - Exhibit A1: Roohi's Parkview Baptist High School Diploma
  - Exhibit A2: Roohi's Parkview "Home School Academic Achievement Record"
  - Exhibit A3: Parkview Website Pages from January 9, 2015
  - Exhibit A4: Barron's E-Z Math Workbook
  - Exhibit A5: Barron's E-Z English Workbook
  - Exhibit A6: Parkview Instructions on Completing Barron's Workbooks
- Exhibit B: Affidavit of Charlene Acosta, Office of the Attorney General of Texas
  - Exhibit B1: Acosta's Parkview Baptist High School Diploma
  - Exhibit B2: Acosta's Parkview "Home School Academic Achievement Record"
  - Exhibit B3: Acosta's Fake Florida High School Transcript
  - Exhibit B4: Parkview Website Pages from January 23, 2015
  - Exhibit B5: Parkview Website Pages from February 3, 2015
  - Exhibit B6: Parkview Online Brochure downloaded on March 13, 2015
- Exhibit C: *Dog gets high school diploma as so-called 'degree mills' flourish under Texas law* – KHOU News Article, February 8, 2012
- Exhibit D: Business Records Affidavit of Houston Community College
  - Exhibit D1: Five identical Parkview transcripts from different students
  - Exhibit D2: Three identical Parkview transcripts from different students
  - Exhibit D3: Three identical Parkview transcripts from different students
- Exhibit E: Business Records Affidavit of San Jacinto College
  - Exhibit E1: Three identical Parkview transcripts from different students
  - Exhibit E2: Two identical Parkview transcripts from different students
  - Exhibit E3: Two identical Parkview transcripts from different students
  - Exhibit E4: Two identical Parkview transcripts from different students
  - Exhibit E5: Two identical Parkview transcripts from different students

- Exhibit F: Deposition Transcript of Staci J. Martin, Director of Admissions, Kilgore College
- Exhibit G: Parkview v. Blinn College – BC’s Response to 202 Petition
- Exhibit H: Parview v. Kilgore College – Order to Dismiss, Motion, 202 Petition
- Exhibit I: Parkview v. San Jacinto College – SJC’s Response to 202 Petition
- Exhibit J: Affidavit of Dr. Robert Sandborn, the President and CEO of Children at Risk
- Exhibit K: Affidavit of Stacy Avery, Director of Texas Initiatives Unit of the Texas Education Agency
- Exhibit L: Affidavit of Dr. James Goeman, Assistant Director in the Academic Quality and Workforce Division at the Texas Higher Education Coordinating Board
- Exhibit M: Affidavit of Viveca Sonberg, Senior Assistant Director of Management Services in the Department of Public Works and Engineering of the City of Houston, Texas



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office this April 22, 2015

Certified Document Number: 65089855 Total Pages: 30

Chris Daniel, DISTRICT CLERK  
HARRIS COUNTY, TEXAS

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