

**13TH JUDICIAL CIRCUIT COURT
HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION**

ANTHONY SCARPO, an individual person and
BARBARA SCARPO, an individual person,
Plaintiffs,

v.

**ACADEMY OF THE HOLY NAMES OF
FLORIDA, INC.**, a Florida not for profit
corporation, **ERNIE GARATEIX**, as Chairman
of the Board, **DAPHNE McCONNIE**, as vice-
Chairman of the Board, **KIM DINGLE**, as Treasurer
of the Board, **KIMBERLY WILMATH HILL**,
as Secretary of the Board, **ARTHUR RAIMO**,
individually and as President the Academy of the Holy
Names, and **THE FLORIDA CATHOLIC
CONFERENCE, INC.**, a Florida not for profit
Corporation.
Defendants.

Case: _____

Division: _____

_____ /

**VERIFIED COMPLAINT FOR DAMAGES, DECLARATORY
ACTION, AND DEMAND FOR JURY TRIAL**

Through undersigned and pursuant to the Florida Rules of Civil Procedure, Plaintiffs sue Defendants for: Count I – Breach of contract for failing to provide a Catholic education for Plaintiffs’ two minor children; Count II – Breach of contract to fundraise for a Catholic education when a Catholic education was not provided as promised for Plaintiffs’ two minor children; Count III Breach of implied in fact contract to provide a Catholic education for Plaintiffs’ two minor children; Count IV Breach of implied in fact contract to fundraise for a Catholic education when a Catholic education was not provided as promised for Plaintiffs’ two minor children; Count V Breach of implied in law contract to provide a Catholic education for Plaintiffs’ two minor children; Count VI Breach of implied in law contract to fundraise for a Catholic education for

Plaintiffs; two minor children when such a Catholic education was not provided as promised; Count VII Fraud when a Catholic education was promised in return for payment of tuition and fundraising but such a Catholic education was not delivered; Count VIII Fraudulent Inducement to pay tuition and fundraise for a Catholic educational institution when a Catholic education was not actually provided; Count IX Fraudulent misrepresentation that a Catholic education would be provided in return for payment of tuition and fundraising; Count X Negligent misrepresentation that a Catholic education was being provided for Defendant Academy of the Holy Name's students; Count XI An accounting is demanded because of alleged comingled and improperly used Covid-19 payroll protection loan funds; Count XII Equitable Estoppel to prohibit the Academy of the Holy Names from improperly advertising itself as providing a proper Catholic education for its students; Count XIII Equitable Estoppel to prohibit Defendant Florida Catholic Conference from accrediting the Academy of the Holy Names as a Catholic educational institution and preventing current and future parents from being confused as to the provision of a proper Catholic education for their children by the Academy of the Holy Names; and Count XIV Rescission wherein Plaintiffs request that in addition to Plaintiffs having revoked, withdrawn, and rescinded Plaintiffs' outstanding testamentary and cash gift pledges to the Academy of the Holy Names, that this Court declare that such pledges are null and void and any proceeds derived from such pledges be returned.

Introduction

1. Essentially Plaintiffs sue Defendants because Plaintiffs believe that in Defendants' zeal to embrace the politically correct, "woke" culture currently in vogue, that Defendants breached Defendants promises to provide Plaintiffs minor children with a Catholic

Education in return for Plaintiffs paying tuition and fund-raising for the Academy of the Holy Names.

2. Further, Defendants advertise their accreditation through Defendant Florida Catholic Conference as proof that Defendants provide a Catholic education.
3. Defendants enticed Plaintiffs both to pay tuition to Defendants and fundraise for Defendants throughout the Tampa Bay community because of Plaintiffs desire that Plaintiffs' minor children receive a private Catholic education. As a result of such enticement, Plaintiffs enrolled their two minor children at the Academy of the Holy Names in Tampa, paid tuition for many years, donated in excess of 1.35 million dollars, and served as the joint Chairs and faces of the Academy Ascending Campus Master Plan Gift Campaign raising in excess of 9 million dollars.
4. But at some point in their minor childrens' tenure at the Academy, the Academy lost its way, distancing itself from mainstream Catholicism, and embracing the new, politically correct, divisive and "woke" culture where gender identity, human sexuality, and pregnancy termination among other "hot-button issues," took center stage and mainstream Catholicism and the Catholic Catechism were relegated to what was billed as an unfortunate past deserving of its Students guilt for not having been "woke" sooner.
5. Despite Plaintiffs' numerous exhortations to the contrary to Defendants, and despite numerous promises made by Defendants and by Art Raimo both in his official and private individual roles over the past few years promising a Catholic Education for Plaintiffs' minor children, the Academy in actuality failed to provide any semblance of a Catholic education conforming to mainstream Catholicism or the Catholic Catechism and instead insidiously indoctrinated its students, requiring that they, "check their white privilege," and

feel sufficiently guilty merely because of the color of their skin and because their parents could afford their attendance at the Academy.

6. Because Defendants accepted Plaintiffs funds for tuition in return for a Catholic education that was not provided, because Defendants accepted Plaintiffs' 1.35 million dollar gift pledge to support a Catholic educational institution that was not actually providing any semblance of a Catholic education or follow the Catholic Catechism, and because Defendants used Plaintiffs to raise in excess of 9 million dollars throughout the Tampa Bay Community, besmirching and harming Plaintiffs reputations, Plaintiffs here sue Defendants seeking further declaration that their 1.35-million-dollar gift pledge be held null and void, that all pending testamentary and cash gift pledges be cancelled, that any already paid funds be returned, and that tuition be refunded and donated to Tampa Bay Catholic Charities designated by Plaintiffs, that Defendant Florida Catholic Conference be estopped from accrediting Defendant Academy of the Holy Names of Florida as a Catholic educational institution, and that the Academy be estopped from advertising itself as a Catholic school.

Parties, Venue, and Jurisdiction

7. Plaintiff Anthony Scarpo is an individual person residing in Hillsborough County, Florida whose minor children attended the Academy of the Holy Names until either respectively graduating this past spring or being withdrawn and enrolled in another educational institution. Along with his Wife, Plaintiff Barbara Scarpo, Plaintiff Anthony Scarpo also donated in excess of 1.35 million dollars to the Academy and served as the Chairman of the Academy Ascending Master Campus Gift Campaign.

8. Plaintiff Barbara Scarpo is an individual person residing in Hillsborough County, Florida whose minor step-children attended the Academy of the Holy Names until either respectively graduating this past spring or being withdrawn and enrolled in another educational institution. Along with her husband, Plaintiff Anthony Scarpo, Plaintiff Barbara Scarpo also donated in excess of 1.35 million dollars to the Academy and served as the Chairman of the Academy Ascending Master Campus Gift Campaign.
9. Defendant **ACADEMY OF THE HOLY NAMES OF FLORIDA, INC.**, a Florida not for profit corporation owns and operates the Academy of the Holy Names, a self-advertised and promoted Catholic school, in Hillsborough County Florida.
10. Defendant Academy of the Holy Names generally agrees to provide its students with a Catholic education in return for tuition payment.
11. Defendant Academy of the Holy Names promised but failed to provide a Catholic education for Plaintiffs' minor children.
12. Defendant **ERNIE GARATEIX**, as Chairman of the Board of the Academy of the Holy Names, resides in Hillsborough County, serves in his Board capacity in Hillsborough County, and interacted with Plaintiffs in Hillsborough County. Defendant promised but failed to provide a Catholic education for Plaintiffs' minor children.
13. Defendant **DAPHNE McCONNIE**, as vice-Chairman, resides in Hillsborough County, serves in her Board capacity in Hillsborough County, and interacted with Plaintiffs in Hillsborough County. Defendant promised but failed to provide a Catholic education for Plaintiffs' minor children.
14. Defendant **KIM DINGLE**, as Treasurer, resides in Hillsborough County, serves in her Board capacity in Hillsborough County, and interacted with Plaintiffs in Hillsborough

County. Defendant promised but failed to provide a Catholic education for Plaintiffs' minor children.

15. Defendant **KIMBERLY WILMATH HILL**, as Secretary, resides in Hillsborough County, serves in her Board capacity in Hillsborough County, and interacted with Plaintiffs in Hillsborough County. Defendant promised but failed to provide a Catholic education for Plaintiffs' minor children.

16. Defendant **ARTHUR RAIMO**, as Headmaster and an individual person, resides in Hillsborough County, serves in his Board and individual capacities in Hillsborough County, and interacted with Plaintiffs in Hillsborough County. Defendant promised but failed to provide a Catholic education for Plaintiffs' minor children. Defendant Raimo is being sued both in his individual and official capacities because his relationship with the Plaintiffs in many cases went beyond his official capacity as President. Plaintiffs believe that Defendant Raimo enticed their cooperation with relation to their fundraising in the community and providing a substantial gift pledge to the Academy by encouraging them both as President and as an individual when Defendant Raimo was not acting within the course and scope of Defendant Raimo's employment by the Academy.

17. Defendant **FLORIDA CATHOLIC CONFERENCE, INC.**, a Florida not for profit Corporation resides in Leon County but evaluated and accredited Defendant Academy of the Holy Names in Hillsborough County. And is being used to advertise Defendant Academy of the Holy Names as providing a proper Catholic education in Hillsborough County.

18. Venue is proper in Hillsborough County pursuant to §§47.011 and 47.025 because all Defendants either reside in Hillsborough County, because all events, actions, and causes

arose in Hillsborough County, and because all agreements were made and breached in Hillsborough County, and because Defendant Florida Catholic Conference accredited Defendant Academy in Hillsborough County.

19. This Court possesses subject matter jurisdiction over this matter because the amount in controversy exceeds \$50,001.00; where there is a testamentary pledge of \$1,000,000.00, a cash pledge of \$350,000.00 that has been partially paid, and tuition paid in excess of \$50,000.00.

20. This Court possesses personal jurisdiction over this matter because Defendants:

- a. ACADEMY OF THE HOLY NAMES OF FLORIDA, INC., ERNIE GARATEIX, DAPHNE McCONNIE, KIM DINGLE, KIMBERLY WILMATH HILL, and ARTHUR RAIMO all reside in Hillsborough County and conducted their activities with Plaintiffs in Hillsborough County
- b. FLORIDA CATHOLIC CONFERENCE, INC., evaluates and accredits Defendant Academy of the Holy Names in Hillsborough County, Florida.

General Allegations

21. Defendant Academy clearly advertises that it was, “Founded in 1881, the Academy of the holy Names is a Catholic school for boys and girls in pre-kindergarten through 8th grade and an all-girls high school. See Exhibit 1: AHN At a Glance Webpage (<https://www.holynamestpa.org/about-ahn/getting-to-know-ahn>, last accessed 24 June 2021).

22. Defendant Academy of the Holy Names further advertises that as a Catholic private school, it is, “Accredited by Advanced, the Florida Council of Independent Schools the Florida Catholic Conference, and the Florida Kindergarten Council.” *Id.*

23. Defendant Academy of the Holy Names further advertises that, “The Academy is a Catholic, coeducational elementary school and a college preparatory high school for young women sponsored by the Sisters of the Holy Names of Jesus and Mary.” *Id.*
24. Over the past at least 6 years, Plaintiffs two minor children attended Defendant Academy of the Holy Names specifically to receive the promised appropriate and proper Catholic education.
- a. The older minor child graduated this past spring.
 - b. The younger minor child was withdrawn from Defendant Academy and re-enrolled in another non-religious private school in response to ongoing issues at the Academy as noted below.
25. Defendant Academy of the Holy Names sought to raise 14 million dollars through the Academy Ascending Master Plan Gift Campaign to Redefine Excellence and selected Plaintiffs to jointly chair this campaign and be the public face of the Academy in the Tampa Bay Region while raising money for the Academy through Plaintiffs’ personal and business relationships in addition to Plaintiffs also approaching Academy alumni and past and present parents. See Exhibit 2 Academy Ascending FAQ.
<https://www.holynamestpa.org/ascending/frequently-asked-questions> last accessed 24 June 2021).
26. Defendant Academy used Plaintiffs names, images, and personal relationships to raise funds including 1.35 million dollars from Plaintiffs where 1 million dollars was a testamentary pledge and \$350,000.00 was a cash gift pledge. See Exhibit 3, Academy Ascending News <https://www.holynamestpa.org/ascending/news/post->

[details/~board/ascending/post/scarpo-family-makes-substantial-gift-to-ascending](#) last accessed 24 June 2021),

27. Plaintiffs agreed to be the face of the Academy Ascending Master Plan Gift Campaign, contribute \$1.35 million dollars, and maintain Plaintiffs' minor childrens' enrollment in return for the Academy providing Plaintiffs' minor children with a property Catholic Education. See Exhibit 4 (<https://www.bizjournals.com/tampabay/news/2017/03/27/meet-the-couple-who-gave-1-35m-to-one-of-tampa-s.html> last accessed 24 June 2021).
28. Plaintiffs executed a Contract with Defendants Academy and Raimo for the 1.35-million-dollar pledge on January 19, 2017, see Exhibit 5, requiring that the Gift be used both for Defendant's Campus Master Plan and for endowing scholarship support for disadvantaged students.
29. Accordingly, also in 2017 Defendants requested that Plaintiffs lead Defendants Ascending Capital Campaign and Plaintiffs agreed.
30. Plaintiffs allowed their likeness and image to become the face of the Ascending Capital Campaign and dedicated substantial time and effort into fundraising for Defendants.
31. Defendant Academy named the theatre in the Bailey Family Center for the Arts the, "Scarpo Family Theater," in return for Plaintiffs' 1.35-million-dollar pledge.
32. But, upon information and belief, not only was a proper Catholic education provided for their two minor children, Plaintiffs believe that despite having a larger than normal waiting list for students and a profitable year, the Academy received \$350,000.00 from Hillsborough County and an additional \$1,998,600.00 for Covid-19 as part of the United States Paycheck Protection Forgivable Loan Payments and that these funds were diverted

from paying salaries and were co-mingled with the Academy Ascending Master Campus Plan funds and used for campus construction and renovation projects.

33. Although advertising itself as a Catholic educational institution providing a Catholic education, under Defendant Raimo's leadership, Defendants chose instead to follow the latest popular political winds and become "woke."
34. Under the guise of, "Justice, Equity, Diversity, and Inclusion," and protecting its diverse students, the Academy chose to guilt its White students into believing that they were guilty merely because of their skin color or because their parents could afford to pay tuition.
35. In lockstep with populist politics, Defendants Raimo and Garateix wrote the Academy community, "...rejecting the racism and hatred reflected in the deaths of Ahmaud Arbery, George Floyd, and Breonna Taylor... [and stating that] it is imperative we have conversations that are uncomfortable, learn from them, reconcile, and grow. See Exhibit 7.
36. But what has actually happened was less a conversation and more a lecture about being guilty because of one's skin color and economic status. And rather than view racism and hatred through the lens of a Catholic education, Defendants chose to provide only one perspective – you as students should be guilty if you are white and your parents can afford our tuition – with or without financial aid.
37. Quoting the Catholic Bishops of England and Wales in partnership with St. Mary's University, Defendants Raimo and Garateix also stated, "If we are serious about inclusive education in our Catholic schools then we must be concerned with the quest for equity for all who work within our community. The social teaching of the Church and our participation within this teaching should be at the heart of what guides our work as a community. The well-being of all – staff and pupils- requires the removal of any barriers

of prejudice, discrimination and oppression if all are to strive and realize our potential as unique and fulfilled human beings.” *Id.*

38. But here neither Defendants Raimo nor Garateix recognized the harm to their White, non-Diverse students by making them believe that they and their families are personally responsible for the historic harm(s) some members of our society have visited on other members of our society. And neither Defendant was willing nor able to present Academy students with a fair, unbiased, impartial, or balanced view of these harms – only that being White equated to automatically causing these past harms. And too, Defendants also utterly failed to provide any Catholic perspective or note how mainstream Catholicism or the Catholic Catechism addresses or attempts to address those historic harms. None of these harms were put into any version of Catholic context.

39. Defendants Academy, Raimo and Garateix appear to have consumed the current Kool Aid and quoted a book, Catholic schools and the Common Good stating, “The School must be a microcosm of society – not as it is, but as it should be.” Clearly a worthy aspirational goal. To focus on the “gifts God gave Blessed Marie-Rose Durocher...rooted in the primacy of God’s love and the primacy of education to develop the potential God gave each [individual],” an educational institution must reasonably present all sides in a fair and balanced manner to its students. And, rather than focusing on only the harms visited by some on others, also reference the good visited on some by others as well. Here, Defendants inexplicably chose not to present all sides in a fair and balanced manner; leaving out any mention of mainstream Catholicism or the Catholic Catechism.

40. And while Defendants focused on justice arguing that “Education in faith demands of us active involvement in the promotion of justice,” Defendants failed to educate their young,

impressionable students about the fact that nowhere does justice and righting previously visited harms require the absence of a mainstream Catholic education or an education based on the Catholic Catechism.

41. In January 2018 Defendants arranged for a school-wide student assembly with Dr. Almeida that was objected to by numerous parents after-the-fact. Rather than providing a balanced discussion about “White Privilege,” and opposing points of view, the students were made to feel guilty because they were white and because their parents could afford to send them to the Academy of the Holy Names. One parent wrote, “If we wanted our daughter to be indoctrinated with the neo-Marxist feminist liberation theory Dr. Almeida espouses, [White Privilege 101], we would have gladly sent our daughter to... [any other] secular private school. But we felt the Catholic education at AHN to be exactly what our family was seeking.”

42. Plaintiff too was concerned about Dr. Almeida’s presentation and the fact that there was neither any mention nor relation to Catholicism. Plaintiff addressed his concerns privately to Defendant Raimo and discussed resigning from the Academy Ascending Master Campus Gift Campaign. Defendant Raimo responded by discussing how the Board of Trustees was pressuring him to improve student diversity at the Academy and stating,

“In hindsight, while I still would have allowed [Dr. Almeida’s] presentation to go on, perhaps [the Academy] should have restricted it to [older students such as our] juniors and seniors... You [Anthony] and Barbara have been two of our strongest supporters and I’m not just referring to your financial generosity but your unending support on a whole host of issues. The thought of you stepping down as Academy Ascending is not something I want to contemplate since you are such an important part of our recent success...”

43. Until this point, Plaintiffs remained current with their gift pledge having paid approximately \$240,000.00 towards the \$350,000.00 cash gift pledge.

44. But, contrary to its advertising as being a Catholic school, Defendant Academy avoided and continues to avoid all mention of main-stream Catholicism or the accepted Catholic Catechism. For example, on a blackboard at the entrance to the school where all ages pass, Defendant Academy explains how to be a good ally to LGBTQ+ individuals but utterly fails to put any part of this explanation into perspective with mainstream Catholicism or the Catholic Catechism. See Exhibit 6.
45. Because Defendant Academy completely failed to address anything related to Catholicism here as noted by an email from another former Academy parent:

Subject: LGBTQ+

Dear them(pronouns used throughout this letter as to not offend) I just recently learned that there is a bulletin board placed in the High School hallway at The Academy of the HOLY Names providing information on how to be a better Ally to the LGBTQ+ community and defining terms, right and wrong ways to think about sexuality, pronouns, etc.

I am sure I don't need to inform you all(he/she/they) that the very foundation of our Catholic faith rests on Marriage and family. The information provided on this Bulletin Board is at best anti-heteronormative(cis-gender) and at worst anti-Catholic.

Since we(you/me/us/they) have had several discussions over the past few years about the direction in which you(they/he/she) are moving the school, I hesitated even addressing this topic with you(he/she/they) because I know what your(you/he/she/they) response will be.

I imagine there are many young women (non-male, binary, gender fluid, etc.) and their(his/her/they) parents who are just so grateful to have your support. It shows real tolerance and acceptance to all people regardless of their sexual proclivities, biological sex, gender identification, pronoun use, etc.

It also demonstrates that this school is no longer a Catholic Institution. Now I'm sure you think I must be anti-LGBTQ+ and just your run of the mill, white, privileged, cis-gender, female (non-male, attracted to men) But you would be entirely incorrect (though I do identify as cisgender and female).

What I am is a Catholic, not a perfect one, but that is how I identify my faith. When I made the decision to send my daughter (female, non-male, Cis-gender) to the Academy of the Holy Names I thought I had chosen a Catholic education, one that would follow what the Church teaches and not fall prey to the politically popular movements of the day. She would learn, with our support at home, to love, to serve, to treat everyone she encounters as a person created in the image of God and worthy of respect.

There is no grey area in matters of human sexuality when it comes to Catholic theology. A Catholic school is called to address issues of human sexuality from a distinctly Catholic Perspective. That does not mean we treat those that are having identity issues with disdain. Indeed, we must show everyone who we are by how we act.

But we must also not give in to the false narrative that sexuality is fluid or cannot be explained by the gender “one thought they were at birth.” (per your “T” on the Bulletin Board). To promote the definitions as described on the bulletin boards goes directly against Catholic teachings, as sexual relationships in our Catholic faith are only appropriate for the purposes of love within a sacramental marriage. That Bulletin Board fails to even mention chastity or purity, sacramental Marriage, or monogamy. Or even God.

The only heterosexual progressive equivalent would be to promote birth control, safe premarital sex, sex Ed classes, etc. I doubt you would consider promoting the promiscuous heterosexual lifestyle on a bulletin board, would you?

I have come to you as I am required to (Matthew 18:15-17) to ask you to remove the contents of this Bulletin Board. I am asking that you present the other side, that our beautiful young women are called to be holy, chaste women of God. Not a super popular opinion, but YOU ARE Catholic educators. That’s why we pay you to educate our daughters in the Catholic faith, not the religion of political correctness.

We can and should respect those that are struggling with their identity but still stand strong and challenge certain behaviors, not promote them. Beyond that, the information is just confusing. I’m not sure who googled LGBTQ+ to see what we are supposed to say or not say. I have a gay guy best friend and a lesbian Junior in College I mentor. I do not believe that they are accessories (per the “G” on the bulletin board).

That bulletin Board basically says there is no right or wrong way to identify yourself sexually, but you/me (the white, cisgender privileged person) must follow an absolute script when interacting with this community. Another

disservice to our faith. All we see is their sexuality, not the person and their potential as one of God's amazing children on this earth.

I am on my way out of this school, a school that I have deeply loved and devoted my time, talent and treasure to. I imagine this email will make the rounds and be dismissed as have all the other emails you have received concerning the direction of this school.

I had no idea that the last 6 weeks of my daughters' tenure at the academy would be so wrought with disappointment. Gut-wrenching disappointment. I know the mission and I bought into it. I do believe that you(he/she/they) have taken the popular, easy road that is of this world, and not of God. You say and signal what you think is right, instead of making the difficult decision to DO the right thing.

I urge you to change direction or this school and the community may never recover.

I sincerely pray for reconciliation within this community.

46. Another former parent wrote:

Art,

I am so sorry to say this, but you've unfortunately missed the mark, which sadly has become an unfortunate theme at the Academy of the Holy Names of Jesus and Mary School in Tampa. You, and the cadre of administrators of our beloved school, have become too invested in the hot button themes of the day, and strayed far from the teachings of our Catechism and our Church. We need to separate ourselves from the emotional culture that uninformed, simple minded individuals chase after every unfortunate event that occurs, only polarizing our community further, rather than standing strong in our faith.

...When we [contributed to the Academy], I felt we were supporting our catholic heritage...[with] AHN demonstrate[ing] the history of an order that sought to educate women in the catholic faith... Sadly, AHN, under your guidance, has not only fallen short of our hopes, but strayed completely from Catholicism.

...Your administration has not led by example, teaching our girls the tenets of our faith, rather you have promoted the popular social media charged, themes of the day. I haven't once seen any of your emissaries send out a response to the ills of society framed in our faith. Rather, we hear about white privilege [and] hot button racial issues...The fact that I, as a lay

person who is not directly involved in the Catholic education of our children, need to point this out to you proves that you have lost your way.

Our school is...a microcosm of the Catholic Church. You have pursued political/sociological populous topics and resolution in an extraordinarily secular fashion. Our faith has, from the beginning, given us the tools to deal with the ills of society and those tools are timeless. WE send our children to a Catholic school to augment what we do at home, raising them as young Catholics. We expect that will be how they are educated. Certainly, there are parents who send their children to our Catholic school to keep their kids away from the “gen pop” of public schools and even other private schools. You have made us assume that these are the people that you are catering to. If you and these families aren’t interested in promoting the basic tenets of Catholicism, which, at its heart is respect for LIFE, then you and they need to move to...some other secular institution where faith isn’t important.

We entrusted our children to you, and you have not held up your end of the bargain. My daughter cried to me yesterday about her senior year experience, most of which had nothing to do with you or anything under your control, but the most heartbreaking part was when she said about her education, “what’s its even matter, it’s not even Catholic anymore”. Were it not the end of a long tenure at AHN, I would’ve pulled her out immediately.

I could go on, but, as you et al have made it so apparent, the basics of Catholic faith in education isn’t important.

Sincerely and in faith,

47. Plaintiffs sustained economic and non-economic harm(s) because as the public persona of the Academy Ascending Master Campus Gift Campaign, when other parents who Plaintiffs asked to donate funds became angry (as noted above) about the absence of mainstream Catholicism and the Catholic Catechism from the Academy, they blamed Plaintiffs for the Academy’s lapses.

48. Ultimately, after numerous calls, notes, E-mails and other correspondence, in an attempt to right the ship and help the Academy embrace its Catholicism and the Catholic Catechism, Plaintiffs last wrote Defendant Raimo in his official and private capacities stating:

Art,

As [our] daughter moves forward with her final days at the Academy, [we've] reflected on her journey as well as the numerous times we were personally involved with the school, mainly contributing money and our role in raising money for the ascending campaign. [Our] memor[ies remind us of] several meetings that [we] had with [many] prominent people [in Tampa Bay] who had former ties with the Academy. There were times when [we] were stunned by our [poor] receptions as former alumni or giants of industry dismissed us abruptly and made it clear they would NEVER contribute a dime to the Academy of The Holy Names and these outspoken people glanced at us as if we were crazy to have asked them. That confusion and bewilderment has stayed with me for years. How could such loving, successful people, some alumni, feel so angry with The Academy and what was it that stirred in them to be so abrupt with Barbara and me. Clearly their anger or issues ran deep.

Fast forward to my daughter's senior year and all that we have been through (and I don't mean Covid) We as parents have been forced to stand by while many in your administration and faculty have instituted policy and change that is contrary to our core beliefs as parents and as Catholics. By now you all have received dozens if not hundreds of emails, texts, letters, phone calls and private meetings from angry parents. Many have made their voices heard and have spoken loudly. The continued indoctrination of your twisted version of social and racial justice, equity, inclusion, sexuality and today's politically correct narrative has permeated like a stench through the halls of Academy and been allowed to seep into the minds of our children causing stress, anger, guilt and confusion. Clearly a very distorted view of the Bible, the true mission of Sister Marie Rose and our Catholic faith according to the Diocese and in complete violation of what we as parents wanted, expected and paid for.

... Knowingly or unknowingly, your policies, decisions and clear cut bold radical attempt to change the fabric of the Academy has now created hundreds of [unhappy alumni] who will never contribute to our school, will look back with complete disdain and will criticize AHN for years to come... Don't fool yourself into believing otherwise. My wife and I have spent a great deal of time being the eyes and ears of the AHN community. The statements that we have heard from outside families, other schools, conservative faculty and AHN parents about this school and your overt radical changes have made us sick to our stomach. We could have never imagined that your actions and forceful directives would have taken us this far and would become so anti-Catholic.

I vividly remember sitting on your couch 3.5 years ago trying to help you recover from the terrible damage that you and your liberal emissaries caused to families and conservative faculty members by inviting a known

radical, left wing, controversial speaker to our school to espouse the insane nobility of white privilege and white guilt to our children. Phrases that I had never heard up and until that date. That highly inflammatory and controversial seminar that you forced our children to attend became a public relations disaster for the school and deeply affected our daughters, their parents and alumni. It was only after you realized the serious damage caused by your poor judgement that Barbara and I offered to help you and the school recover from your blatant attempts to shame our girls. We did so by making numerous promises to AHN families that this type of progressive indoctrination would never happen again. My wife and I believed in your sincerity and put our names and reputations on the line for you! I clearly remember warning you that a tsunami of unhappy parents was headed your way. You seemed unfazed and almost arrogant by my predictions. Little did I know, you and your supporters would be the impetus for that Tsunami ground swell. Calculated and planned each step of the way

So, whether you believe me or not or have any respect for me or my family, we feel that you have intentionally created a deep chasm within this institution for years to come that has affected some of the most loving, loyal and giving parents that the Academy has ever seen. It will be years before Academy families can ever trust a Headmaster or the AHN administration again. Mark my words.... I have never been wrong over the years when Barbara and I have spoken to you about these sensitive and controversial subjects. I have done my best to caution you each time you or your staff chose to roll out the next phase of your Anti-Catholic progressive agenda. Whether you listened or not is a different story.

I could have never imagined that a family as loyal and giving as ours would end our tenure with The Academy having withdrawn our 15-year-old freshman daughter from this school to protect her from further indoctrination and having a senior leave under such strained circumstances. You have caused so much pain to so many families but continue to walk around tone deaf acting as if everything is OK. You were always eager to solicit our hard-earned money and take what you could but held firm as you dragged dozens if not hundreds of conservative families and teachers through your re-imagined, highly progressive world, even as parents and students asked you.... pleaded with you to stop, slow down... consider them and their families as well as their long-standing traditional history with the school.... In many ways, Barbara and I see your actions and those of your cohorts as abusive to our children. You knew what you were doing and doubled down each time an Academy family tried to reason with you. Who made you king to preside over our children and to teach and force your political and social views on them? Who among you is a trained clinical expert in the understanding, teaching and lecturing of these highly sensitive social justice, equity, racial and sexual issues of today? None of you! That's

the answer! Each one of you continued to overstep your boundaries and could care less what we as parents thought.

Barbara and I pray for the new headmaster Kevin and hope that the damage you have caused to this once prestigious Catholic school can one day be repaired. As for us, we are done. Not interested and will never participate or promote the Academy again. Even though you have tried your best to play into the emotions of all year-end activities, traditions and ceremonies, it does not negate what you and your social justice warriors have done to our children throughout the last several years. Let us not forget that the majority of these graduation events would not exist if we the parents had not fought so hard to preserve our girls' senior year.

In closing, our daughter's best years are ahead of her and when she looks back at The Academy of The Holy Names, she will remember many good times, but they will be overshadowed by years of religious confusion, conflict, hypocrisy, forced guilt and sadness but worst of all.... we will remember a school that lost its way under your leadership.

49. Plaintiffs received significant correspondence in response to their letter to Defendant

Raimo including but not limited to:

- a. From a Priest and religious leader: “Dear Tony, Thank you for sharing your letter. It is very sad what has happened at the Academy and I think that your very articulate letter put the nail on the head so to speak. I am hopeful that a change and leadership will bring about a new direction I the school, but they have a long way to go. Thank you for your witness and know that the vast majority share your concerns and want nothing more than Academy to be a Catholic school again.”
- b. From a trustee of Defendant Academy: “Hello Tony, unfortunately we haven’t met but hope to one day. I know this letter was difficult to write and personally I agree with some of your comments. I have one year left to serve AHN as a Trustee and my entire attention will be focused on Kevin and trying to repair the culture that exist today. I intend to introduce him to current and former stakeholders and I’m confident that Kevin will restore the Catholic identity that we expect from AHN. It will not be easy, and I ask for patience. Our students deserve better and quite frankly the parents expect it. I’m heartbroken for your daughters and pray for their success and happiness, Take Care”!
- c. From another trustee: Art, the board agrees on the topics of race, diversity and inclusion. Always has. Unfortunately, your tactics under your administration have been anything but INCLUSIVE. In fact, they have been

DIVISIVE. DIVISION is not a strategic board directive. On many fronts you have done wonderful work but in the past 10 years I have known you, and in the 4 years on the board you have never uttered one word of apology or even shown one ounce of compassion to parents who love and praise God and Jesus, completely dismissing that we are a Catholic school. So, since you won't, I will offer Tony and Barbara my personal apologies...and thank them.

Count I: Breach of Contract for Catholic Education
**(As to Defendants Academy of the Holy Names,
Garateix, McConnie, Dingle, Hill, and Raimo)**

50. Plaintiffs reallege and restate paragraphs 1 – 49 above and further state:

51. Given the advertising and public persona of Defendant Academy of the Holy Names as providing a Catholic education, Plaintiffs entered into a contract with the Defendants for their daughters to obtain a Catholic education.

52. The Student Handbook for the Academy states:

The Academy of the Holy Names is a Catholic, independent school sponsored by the Sisters of the Holy Names of Jesus and Mary...An atmosphere of Christian community and an integrated program help the students to embrace high ideals, solid principles, strong convictions and enduring values. The students have the opportunity to grow in a sense of self-worth and in personal responsibility for their actions and decisions.

As a vital part of the educational process, the Academy seeks to assist students to grow in religious understandings and convictions in preparation for a mature and deeply personal commitment to God....

Administrators, faculty members, staff, parents and students are committed to maintaining high standards and values within the school. The Sisters of the Holy Names and members of the school community work together to provide a religious, value-oriented, quality education with emphasis on the development of Christian character, academic excellence and service to others. See Exhibit 8 (<https://www.holynamestpa.org/high-school/high-school-handbook/chapter-1-we-are-the-academy> last accessed 24 June 2021).

53. Based on its self-published description as, "...A a Catholic, independent school sponsored by the Sisters of the Holy Names of Jesus and Mary...[with] [a]n atmosphere of Christian

community, [where]...the Academy seeks to assist students to grow in religious understandings and convictions in preparation for a mature and deeply personal commitment to God....[when]...[t]he Sisters of the Holy Names and members of the school community work together to provide a religious, value-oriented, quality education with emphasis on the development of Christian character, academic excellence and service to others.” *Id.* Plaintiffs expected and contracted for their two daughters to receive a Catholic education.

54. But unfortunately, the Academy failed to provide any actual pretense of a Catholic education, choosing instead, to offer only a one-sided perspective composed solely from far-left liberal politics without any explanation or reference as to of how these positions comport, or fail to comport, with mainstream or proper Catholicism and the Catholic Catechism.

55. Despite being provided with multiple notices and complaints from multiple sources, including the Plaintiffs, Defendants breached their agreement to provide a Catholic education and instead chose to stay the course indoctrinating its students in the current “woke” vogue and avoiding all reference to Catholicism, a Catholic perspective, or the Catholic Catechism.

56. Plaintiffs contracted with Defendants by enrolling their minor children in what was supposed to be a Catholic Private School, and paying tuition, and raising funds for Defendants. Plaintiffs expected the benefit of what what they were promised – A Catholic education for their children – and paid tuition for such a Catholic education.

57. Instead, Defendants breached their promise to deliver a Catholic education to Plaintiffs' minor children, after having accepted payment from the Plaintiffs and after having received the benefit of the millions of dollars raised by Plaintiffs.

58. What the Academy actually delivered was nothing close to a Catholic education but rather an embracing of the current, politically correct "woke" vogue; an indoctrination of minor children into being guilty because of their skin color and because their parents' economic status permitted them to pay the Academy's tuition in the first place.

59. Plaintiffs sustained economic and non-economic damages as a direct result of the Defendants actions or lack thereof and had to and will have to expend funds to provide their minor children with the Catholic education denied to them, expend significant time and effort mitigating, correcting, and reversing the harm to their minor children, and mitigating, correcting, and reversing the harm to their reputations and businesses in the community from their formerly close association and defense of the Defendants.

60. Plaintiffs are equally concerned about potential economic and non-economic losses from damages related to the Defendants potentially having co-mingled funds raised by the Plaintiffs with Covid-19 funds.

Wherefore, Plaintiff requests that this Court order Defendants to reimburse them for their economic and non-economic losses related to the Defendants Failure to provide a Catholic education for their two minor children.

**Count II: Breach of Contract to Fundraise for a Catholic School Providing
Plaintiffs Children with a Catholic Education
(As to Defendants Academy of the Holy Names,
Garateix, McConnie, Dingle, Hill, and Raimo)**

61. Plaintiffs reallege and restate paragraphs 1 – 49 above and further state:
62. Plaintiffs entered into a contract with Defendants wherein Defendants would provide Plaintiffs' minor children with a Catholic education in return for Plaintiffs donating, raising funds, and Chairing the Academy Ascending Campus Master Plan Gift Campaign.
63. Defendants used Plaintiffs' images, likenesses, good-will, and community reputation to raise millions of dollars for the Academy Ascending Master Plan Gift Campaign.
64. Defendants materially breached their contract with Plaintiffs by failing to provide Plaintiffs' minor children with a Catholic education.
65. Plaintiffs sustained economic and non-economic damages to mitigate and replace the promised Catholic education as well as sustaining significant reputational harm from raising funds for Defendants.
66. Although Plaintiffs entered into a pledge agreement, Plaintiffs already revoked, rescinded, and demanded repayment of such agreement with Defendants,.

Wherefore, Plaintiff requests that this Court declare that the Pledge executed by Plaintiffs and then revoked by Plaintiffs is null and void and that Defendants must return all funds already received.

**Count III: Breach of Implied in Fact Contract for a Catholic Education
(As to Defendants Academy of the Holy Names,
Garateix, McConnie, Dingle, Hill, and Raimo)**

67. Plaintiffs reallege and restate paragraphs 1 – 49 above and further state:

68. Plaintiffs and Defendants entered into a contract whereby Plaintiffs agreed to pay tuition and represent the Academy to raise money for the Academy Ascending Campus Master Plan Campaign in return for the Academy of the Holy Names providing their two minor children with a Catholic education.
69. This contract was primarily implied and inferred based on the Parties' conduct and based on the representations and inferences of the Academy, and its representatives speaking both individually and on behalf of their positions, (Raimo, Garateix, McConnie, Dingle, and Hill) with Plaintiffs and in their published promises on their website.
70. Essentially Defendants materially breached their contracted promise to deliver a Catholic education by actually delivering a secular education devoid of Catholicism or the Catholic Catechism and replete with positions designed to make it students guilty for both their skin color and the fact that their parents could afford their education at a private school.
71. Plaintiffs suffered economic and non-economic damages as a result of Defendants failure to deliver a reasonable Catholic education.

Wherefore, Plaintiff requests that this Court order Defendants to reimburse them for their economic and non-economic losses related to the Defendants Failure to provide a Catholic education for their two minor children.

**Count IV: Breach of Implied in Fact Contract to Fundraise and
Donate to a Catholic School
(As to Defendants Academy of the Holy Names,
Garateix, McConnie, Dingle, Hill, and Raimo)**

72. Plaintiffs reallege and restate paragraphs 1 – 49 above and further state:

73. Plaintiffs contracted with Defendants to provide a Catholic education for their minor children in return for tuition payment and to fundraise for the Academy Ascending Campus Master Plan Gift Campaign.
74. The contract terms were all inferred by the Parties' conduct and by virtue of the oral and written promises exchanged between Plaintiffs and Defendants.
75. Defendants materially breached their promises to provide a Catholic education and despite multiple exhortations to fulfill their end of the bargain, Defendants refused.
76. Plaintiffs sustained direct and indirect economic and non-economic damages caused by Defendants' failure to provide not only Plaintiffs' minor children with a Catholic education but also by Defendants' failure to provide all its students with an appropriate Catholic education.

Wherefore, Plaintiff requests that this Court order Defendants to reimburse them for their economic and non-economic losses related to the Defendants Failure to provide a Catholic education for their two minor children.

Count V: Breach of Implied in Law Contract to Provide a Catholic Education
**(As to Defendants Academy of the Holy Names,
Garateix, McConnie, Dingle, Hill, and Raimo)**

77. Plaintiffs reallege and restate paragraphs 1 – 49 above and state:
78. Plaintiffs paid tuition to Defendants for years for what was supposed to be a Catholic education for their two minor daughters.
79. Defendants accepted the payment of tuition from Plaintiffs for years in return for what was supposed to be a Catholic education.
80. Defendants failed to provide a Catholic education and retained the tuition payment without the Plaintiffs having received the benefit of such Catholic education.

81. Plaintiffs attempted on multiple occasions to encourage Defendants to provide the contracted for Catholic education.

82. Defendants refused.

83. Defendants benefited from the tuition while Plaintiffs sustained economic and non-economic harms actually caused by Defendants' failure to provide a Catholic education.

Wherefore, Plaintiffs request that the Court order Defendants to return all past tuition and reimburse Plaintiffs for all economic and non-economic harms.

**Count VI: Breach of Implied in Law Contract to Fundraise for a
School Providing a Catholic Education**
**(As to Defendants Academy of the Holy Names,
Garateix, McConnie, Dingle, Hill, and Raimo)**

84. Plaintiffs reallege and restate paragraphs 1 – 49 above and state:

85. Plaintiffs not only donated significant funds (1.35 million dollars) but also actively fundraised, served as the face of Defendants Academy Ascending Master Campus Plan Gift Campaign, raising in excess of 9 million dollars for Defendants' benefit in return for what was supposed to be a Catholic education for Plaintiffs' two minor daughters.

86. Defendants accepted the Plaintiffs' donations and fundraising in return for what was supposed to be a Catholic education.

87. Defendants failed to provide a Catholic education and retained the donations and funds raised without providing a Catholic education.

88. In fact, Defendants provided the antithesis of a Catholic education by focusing solely on the new, politically correct, "woke" culture.

89. Plaintiffs attempted on multiple occasions to encourage Defendants to provide the contracted for Catholic education.

90. Defendants refused.

91. Defendants benefited from the donations and fundraising while Plaintiffs sustained economic and non-economic harms actually caused by Defendants' failure to provide a Catholic education and by loss of their reputation in the community.

Wherefore, Plaintiffs request that the Court order Defendants to return void all Plaintiffs' unpaid pledges and return all paid pledges.

Count VII: Fraud
**(As to Defendants Academy of the Holy Names,
Garateix, McConnie, Dingle, Hill, and Raimo)**

92. Plaintiffs reallege and restate paragraphs 1 -49 above and further state:

93. Throughout its advertising and presence on its World Wide Web site, Defendants state that it provides a Catholic education.

94. Given its failure to adhere to mainstream Catholicism and the Catholic Catechism, Defendants knew or should have known that its representation to be providing a Catholic education was false.

95. Defendants knew that Plaintiffs desired a Catholic education for their minor children given the direct statements made and published by Plaintiffs to Defendants.

96. Given their knowledge of Plaintiffs' desire for a Catholic education for their minor children, Defendants induced Plaintiffs to pay tuition, to donate funds, to fundraise, and to serve as the public face of Defendants fundraising campaign.

97. Plaintiffs justifiably relied on Defendants promise to provide a Catholic education given the long, over hundred-year, history of the Academy of the Holy Names in Tampa, Florida.

98. Plaintiffs suffered economic and non-economic damages resulting from Defendants' misrepresentations including but not limited to significant reputational harms and losses.

99. Plaintiffs suffered actual harm by having paid tuition, donated significant funds, and encouraging others to donate funds.

Wherefore, Plaintiffs request that this Court order Defendants to repay the tuition paid, declare any outstanding pledges from Plaintiffs null and void, and order that Defendants repay all gifts already paid by Plaintiffs to Defendants.

Count VIII: Fraudulent Inducement to Pay Tuition and to Raise and Donate Funds
**(As to Defendants Academy of the Holy Names,
Garateix, McConnie, Dingle, Hill, and Raimo)**

100. Plaintiffs reallege and restate paragraphs 1 -49 above and further state:

101. Throughout its advertising and presence on its World Wide Web site, Defendants state that it provides a Catholic education.

102. Given its failure to adhere to mainstream Catholicism and the Catholic Catechism, Defendants knew or should have known that its representation to be providing a Catholic education was false.

103. Defendants knew that Plaintiffs desired a Catholic education for their minor children given the direct statements made and published by Plaintiffs to Defendants.

104. Given their knowledge of Plaintiffs' desire for a Catholic education for their minor children, Defendants induced Plaintiffs to pay tuition, to donate funds, to fundraise, and to serve as the public face of Defendants fundraising campaign.

105. Plaintiffs justifiably relied on Defendants promise to provide a Catholic education given the long, over hundred-year, history of the Academy of the Holy Names in Tampa, Florida.

106. Plaintiffs suffered economic and non-economic damages resulting from Defendants' misrepresentations including but not limited to significant reputational harms and losses.

107. Plaintiffs suffered actual harm by having paid tuition, donated significant funds, and encouraging others to donate funds.

Wherefore, Plaintiffs request that this Court order Defendants to repay the tuition paid, declare any outstanding pledges from Plaintiffs null and void, and order that Defendants repay all gifts already paid by Plaintiffs to Defendants.

Count IX: Fraudulent Misrepresentation as Providing a Catholic Education
**(As to Defendants Academy of the Holy Names,
Garateix, McConnie, Dingle, Hill, and Raimo)**

108. Plaintiffs reallege and restate paragraphs 1 -49 above and further state:

109. Throughout its advertising and presence on its World Wide Web site, Defendants state that it provides a Catholic education.

110. Given its failure to adhere to mainstream Catholicism and the Catholic Catechism, Defendants knew or should have known that its representation to be providing a Catholic education was false.

111. Defendants knew that Plaintiffs desired a Catholic education for their minor children given the direct statements made and published by Plaintiffs to Defendants.

112. Given their knowledge of Plaintiffs' desire for a Catholic education for their minor children, Defendants induced Plaintiffs to pay tuition, to donate funds, to fundraise, and to serve as the public face of Defendants fundraising campaign.

113. Plaintiffs justifiably relied on Defendants promise to provide a Catholic education given the long, over hundred-year, history of the Academy of the Holy Names in Tampa, Florida.

114. Plaintiffs suffered economic and non-economic damages resulting from Defendants' misrepresentations including but not limited to significant reputational harms and losses.

115. Plaintiffs suffered actual harm by having paid tuition, donated significant funds, and encouraging others to donate funds.

Wherefore, Plaintiffs request that this Court order Defendants to repay the tuition paid, declare any outstanding pledges from Plaintiffs null and void, and order that Defendants repay all gifts already paid by Plaintiffs to Defendants.

Count X: Negligent Misrepresentation as Providing a Catholic Education
**(As to Defendants Academy of the Holy Names,
Garateix, McConnie, Dingle, Hill, and Raimo)**

116. Plaintiffs reallege and restate paragraphs 1 -49 above and further state:

117. Throughout its advertising and presence on its World Wide Web site, Defendants state that it provides a Catholic education.

118. Given its failure to adhere to mainstream Catholicism and the Catholic Catechism, Defendants knew or should have known that its representation to be providing a Catholic education was false.

119. Defendants knew that Plaintiffs desired a Catholic education for their minor children given the direct statements made and published by Plaintiffs to Defendants.

120. Given their knowledge of Plaintiffs' desire for a Catholic education for their minor children, Defendants induced Plaintiffs to pay tuition, to donate funds, to fundraise, and to serve as the public face of Defendants fundraising campaign.

121. Plaintiffs justifiably relied on Defendants promise to provide a Catholic education given the long, over hundred-year, history of the Academy of the Holy Names in Tampa, Florida.

122. Plaintiffs suffered economic and non-economic damages resulting from Defendants' misrepresentations including but not limited to significant reputational harms and losses.

123. Plaintiffs suffered actual harm by having paid tuition, donated significant funds, and encouraging others to donate funds.

Wherefore, Plaintiffs request that this Court order Defendants to repay the tuition paid, declare any outstanding pledges from Plaintiffs null and void, and order that Defendants repay all gifts already paid by Plaintiffs to Defendants.

Count XI: Accounting
**(As to Defendants Academy of the Holy Names,
Garateix, McConnie, Dingle, Hill, and Raimo)**

124. Plaintiffs reallege and restate paragraphs 1 – 49 above and further state:

125. At Defendants request, Plaintiffs agreed to Chair the Academy of Holy Names Ascending Capital Campaign.

126. Plaintiffs were instrumental in the success of the Campaign. And Defendant Raimo attributed the campaign's success to Plaintiffs, "...You and Barbara have been two of our strongest supporters and I'm not just referring to your financial generosity but your unending support on a whole host of issues. The thought of you stepping down as Academy

Ascending is not something I want to contemplate since you are such an important part of our recent success...”

127. As a result of their close association and because of the millions of dollars raised, Plaintiffs’ reputation in the community was and remains tied to the actions of the Academy of the Holy Names.

128. As a result, by virtue of raising millions of dollars, Plaintiffs and Defendants shared a fiduciary relationship and entered into a complex transaction wherein the Plaintiffs pledged 1.35 million to Defendant Academy as part of the Ascending Capital Campaign.

129. Defendants leveraged Plaintiffs’ relationship with the Academy to raise further funds.

130. Additionally, the Covid-19 Pandemic resulted in the availability of Federal Funds to assist business entities in continuing to employ their staff.

131. Upon information and belief, Defendants Raimo, Garateix, McConnie, Dingle, and Hill applied for such Federal Assistance to maintain staffing employment.

132. Plaintiffs believe that Defendants both individually and in their official capacities and Officers and Trustees, co-mingled and misused these Covid-19 funds as part of the campus master plan for building, rehabilitating, or modifying part of the Academy’s physical plant and not for staffing and salaries.

133. Because Plaintiffs were intimately involved with raising millions of dollars for the Capital Campaign and because some of the Covid-19 funds were potentially co-mingled with the funds raised in the Ascending Campaign, in the absence or inadequacy of an appropriate remedy at law, Plaintiffs demand an Accounting to determine where the funds

Plaintiffs raised was used and whether it was improperly co-mingled with any Federal funds.

134. Further, the written Agreement, Exhibit 5, between Plaintiffs and Defendants requires that 60% of the funds be used to supplement the Academy's Endowment to provide scholarships and financial support for financially disadvantaged students while 40% of the funds were directed to the building and support of the campus master plan.

135. Unfortunately, to date, no data has been provided to Plaintiff regarding where their already-received funds have been used. And to date, Plaintiffs believe that the Academy improperly used Covid-19 funds to augment the campus master plan along with Plaintiff's funds.

136. And within the past 6 months, Plaintiffs were informed that their funds had been co-mingled with Covid-19 funds and used for the campus master plan.

Wherefore, respectfully, Plaintiffs demand an accounting for all received Federal funds and for all funds received as part of the Academy Ascending Gift Campaign.

Count XII: Equitable Estoppel
**(As to Defendants Academy of the Holy Names,
Garateix, McConnie, Dingle, Hill, and Raimo)**

137. Plaintiffs reallege and restate paragraphs 1 -49 above and further state:

138. Throughout its advertising and presence on its World Wide Web site, Defendants state that it provides a Catholic education.

139. Given its failure to adhere to mainstream Catholicism and the Catholic Catechism, Defendants knew or should have known that its representation to be providing a Catholic education was false.

140. Defendants knew that Plaintiffs desired a Catholic education for their minor children given the direct statements made and published by Plaintiffs to Defendants.

141. Given their knowledge of Plaintiffs' desire for a Catholic education for their minor children, Defendants induced Plaintiffs to pay tuition, to donate funds, to fundraise, and to serve as the public face of Defendants fundraising campaign.

142. Plaintiffs justifiably relied on Defendants promise to provide a Catholic education given the long, over hundred-year, history of the Academy of the Holy Names in Tampa, Florida.

143. Plaintiffs suffered economic and non-economic damages resulting from Defendants' misrepresentations including but not limited to significant reputational harms and losses.

144. Plaintiffs suffered actual harm by having paid tuition, donated significant funds, and encouraging others to donate funds.

Wherefore, Plaintiffs request that this Court order that until such time as the Defendants adhere to main-stream Catholicism and the Catholic Catechism, that Defendants are estopped from referring to themselves as providing a Catholic Education

Count XIII: Equitable Estoppel
(As to Defendant Florida Catholic Conference)

145. Plaintiffs reallege and restate paragraphs 1 -49 above and further state:

146. Throughout its advertising and presence on its World Wide Web site, Defendants state that it provides a Catholic education.

147. Defendant Academy of the Holy Names advertises that it is accredited by the Florida Catholic Conference.

148. As an accrediting agency, the Florida Catholic Conference should assure that the schools it accredits actually provide a reasonable Catholic Education.
149. Here, Defendant Academy of the Holy Names failed, time and time again, to actually provide its students with a Catholic education consistent with the teachings of main-stream Catholicism related to Gender, Marriage, and the Sanctity of Life.
150. Given Defendant Florida Catholic Conference's awareness that Defendant Academy was not providing a reasonable main-stream Catholic Education, it should not have accredited them or allowed them to use such an accreditation to mislead current and prospective parents and students.
151. Given their knowledge of Plaintiffs' desire for a Catholic education for their minor children, Defendants induced Plaintiffs to pay tuition, to donate funds, to fundraise, and to serve as the public face of Defendants fundraising campaign.
152. Plaintiffs justifiably relied on Defendants promise and accreditation as a Catholic school to provide a Catholic education given the long, over hundred-year, history of the Academy of the Holy Names in Tampa, Florida and especially given the Florida Catholic Conference's accreditation.
153. Plaintiffs suffered economic and non-economic damages resulting from Defendants' misrepresentations including but not limited to significant reputational harms and losses.
154. Plaintiffs suffered actual harm by having paid tuition, donated significant funds, and encouraging others to donate funds.

Wherefore, Plaintiffs request that this Court order that until such time as the Defendants adhere to main-stream Catholicism and the Catholic Catechism, that Defendant Florida Catholic Conference is estopped from accrediting Academy of the Holy Names as a Catholic school.

Count XIV: Rescission of Pledge Agreement
(As to Defendant Academy of the Holy Names of Florida, Inc.)

1. Plaintiffs reallege and restate paragraphs 1 -49 above and further state:
2. Plaintiff is related to Defendant because Plaintiffs' minor children were enrolled as students in Defendant as an alleged Catholic school. Plaintiffs were also engaged by Defendant to donate and raise funds for its support.
3. The promises and agreements, written and oral between Plaintiffs and Defendants evolved over the course of Plaintiffs' daughters' tenure as students over many years.
4. Defendants fraudulently enticed Plaintiffs to pay tuition, donate funds, and raise funds in return for a Catholic education that was not actually provided.
5. Through undersigned, Plaintiffs rescinded the pledge agreement and demanded the repayment of all previously paid funds.
6. Plaintiffs have only sustained economic and non-economic reputational harms through their association with Defendants and no benefit was conferred on Plaintiffs or retained by them.
7. Plaintiff has no adequate remedy at law except to request that this Court enter a Declaratory Judgement that any pledge agreement is null and void and that all previously paid funds should be returned.

Wherefore, Plaintiffs request that this Court Declare that any pledge agreements between Plaintiffs and Defendants are null and void and that any funds already paid should be returned.

Demand for Jury Trial

Respectfully, Plaintiffs demand a Jury Trial on all issues so triable.

Prayer for Relief

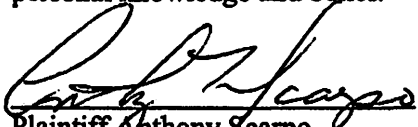
Wherefore, Plaintiffs respectfully request that this Court:

1. Declare that their testamentary gift pledge to Defendants is null and void;
2. Declare that their outstanding cash gift pledge to Defendants is null and void;
3. Declare that their already-partially paid cash gift pledge to Defendants is subject to revocation and owed returned to Plaintiffs by Defendants;
4. Because their funds may have been diverted related to Defendant Academy's use of Covid-19 funds for purposes other than salary support such as for construction, require that a full financial accounting be provided to Plaintiffs including complete details for all gift pledges raised related to Plaintiff's actions; all funds received through Covid and otherwise over the past 5 years; and where all of the funds have been spent, utilized or invested;
5. Award all fees and costs to Plaintiffs if permitted;
6. Require that all tuition paid by the Plaintiffs to the Defendants be donated to Catholic Charities of Plaintiffs choosing;
7. Award economic, non-economic, and punitive damages, if later pleaded appropriately, to Plaintiffs that may be included in part or whole to the aforementioned scholarship(s);
8. Require Defendant Academy of the Holy Names to submit to greater oversight by the appropriate Diocese for a Catholic education.
9. Require Defendants to remove all association with Plaintiffs or the Scarpo Family from any public displays or media including but not limited to the Scarpo Family Theatre.

10. Estopp Defendants from advertising that they provide a Catholic Education.
11. Estopp Defendant Florida Catholic Conference from accrediting the Academy of the Holy Names until such time that the Academy provides a fair balanced mainstream Catholic education in compliance with mainstream Catholicism and the Catholic Catechism.

Complaint Verification

The undersigned Plaintiffs in this cause declare under the penalty of perjury that they have read the foregoing document and that the facts alleged are true and correct to the best of their personal knowledge and belief.


Plaintiff Anthony Scarpo

6-24-21
Date


Plaintiff Barbara Scarpo

6-24-2021
Date

STATE OF FLORIDA)
COUNTY OF PINELLAS)

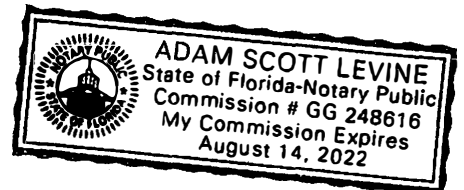
The following Complaint was sworn to, affirmed, and subscribed before me, the undersigned Notary, by Anthony Scarpo and Barbara Scarpo, who are both personally known by me on this 24th of June 2021.

Notary: Adam S. Levine

Notary Seal:

Notary Expiration: August 14, 2022

Notary Signature: 



Certificate of Service

I certify that I filed a true and correct copy of the foregoing documents through the Florida Courts E-filing system on this date and will serve all Defendants of record with a true and correct copy of the foregoing document via personal service as soon as reasonably possible.

Respectfully submitted this 25th Day of June 2021

The Florida Legal Advocacy Group of Tampa Bay

/s/ Adam S. Levine

Adam S. Levine, M.D., J.D.

Florida Bar #78288

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