

**UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF NORTH CAROLINA  
CHARLOTTE DIVISION**

**CIVIL ACTION NO. 3:17-cv-39**

LEAH ASH,

Plaintiff,

v.

CHARLOTTE SCHOOL OF LAW, LLC;  
INFILAW INC.; INFILAW HOLDING,  
LLC; and DOES 1-20,

Defendants.

---

**NOTICE OF REMOVAL**

Pursuant to 28 U.S.C. §§ 1332, 1441, and 1446, Defendants Charlotte School of Law, LLC (“Charlotte School of Law”), InfiLaw Corporation (“InfiLaw Corp.”),<sup>1</sup> and InfiLaw Holding, LLC (“InfiLaw Holding”), by and through undersigned counsel, hereby notice the removal to this Court of Case No. 16-CVS-22993 from the Superior Court for the County of Mecklenburg, North Carolina. InfiLaw Holding appears for the purpose of removal only and for no other purpose and reserves all defenses and rights available to it, including without limitation the right to challenge personal jurisdiction. In support of this Notice, Defendants state as follows:

**I. Removal is Timely.**

1. Plaintiff Leah Ash filed her complaint against Defendants in the Superior Court for the County of Mecklenburg, North Carolina on December 28, 2016. In accordance with 28 U.S.C. § 1446(a), copies of all process, pleadings, and orders served upon Defendants in the state court action, Case No. 16-CVS-22993, including the Complaint, are attached hereto as **Exhibit A**.

---

<sup>1</sup> InfiLaw Corporation is incorrectly referred to in the caption of the Complaint as “InfiLaw Inc.”

2. InfiLaw Corp. was served with a copy of the Summons and Complaint on December 30, 2016.

3. Charlotte School of Law was served with a copy of the Summons and Complaint on January 23, 2016.

4. InfiLaw Holding has not yet been served with a copy of the Summons and Complaint, but has received it through the codefendants. InfiLaw Holding has not waived and does not herein waive service of process.

5. Therefore, this Notice of Removal is timely under 28 U.S.C. § 1446(b) because it was filed within thirty days of service of the Complaint.

## **II. Venue is Proper.**

6. Removal to the United States District Court for the Western District of North Carolina, Charlotte Division, is appropriate because the Superior Court of Mecklenburg County is within this Court's District and Division. *See id.* § 1446(a)

## **III. The Amount in Controversy Exceeds \$75,000.**

7. Defendant asserts that the amount in controversy well exceeds \$75,000, as Plaintiff has alleged damages that well exceed the amount in controversy threshold. *See id.*; *see also* N.C. R. Civ. P. 8(a)(2).

8. Plaintiff alleges that she paid Charlotte School of Law over \$150,000 in tuition and fees after she was “persuad[ed]” by Charlotte School of Law’s allegedly misleading representations to enroll and stay enrolled for a period of three years. (Compl. at ¶¶ 28-30, 33-36.)

9. Plaintiff claims against Defendants include requests for treble damages, attorneys’ fees and costs, and punitive damages. (*Id.* at ¶¶ 51, 59.)

**IV. There is Complete Diversity Between the Properly Joined Parties to this Action.**

10. Plaintiff is a citizen and resident of Mecklenburg County, North Carolina. (Compl. at ¶ 5.)

11. The citizenship of “Does 1-20” is irrelevant to a determination of citizenship for purposes of removal. *See* 28 U.S.C. § 1441(b)(1).

12. InfiLaw Corp. is a citizen of Delaware (its state of incorporation) and Florida (where it maintains its principal place of business). (Compl. at ¶ 8); *see* 28 U.S.C. § 1332 (deeming a corporation to be a citizen of its state of incorporation and the state where it has its principal office).

13. Charlotte School of Law and InfiLaw Holding are limited liability companies. (Compl. at ¶¶ 6, 9.)

14. Charlotte School of Law is a citizen of Delaware and Florida because its sole member is InfiLaw Corp., which as noted above is a citizen of Delaware and Florida. (*Id.*)

15. The remaining defendant, InfiLaw Holding, is the only non-diverse defendant named by Plaintiff in this action. However, the Court should disregard the non-diverse status of InfiLaw Holding and allow removal because InfiLaw Holding has been fraudulently joined. InfiLaw Holding is not subject to personal jurisdiction in North Carolina and did not participate in any of the conduct that Plaintiff alleges as the basis for liability in this action.

**V. Procedural Compliance**

16. Contemporaneously with the filing of this Notice of Removal, Defendants served written notices on counsel for Plaintiff and the Clerk of the Superior Court of Mecklenburg County, North Carolina, as required by 28 U.S.C. § 1446(d). An unfiled copy of the Notice of Filing of Removal is attached hereto as **Exhibit B**.

WHEREFORE, Defendants give notice that the above-described action against them in the Superior Court for the County of Mecklenburg, North Carolina, is removed to this Honorable Court.

This the 27th day of January, 2017

**WOMBLE CARLYLE SANDRIDGE & RICE**  
***A Limited Liability Partnership***

/s/ Johnny M. Loper

Johnny M. Loper, NCSB No. 15533  
555 Fayetteville Street, Suite 1100  
PO Box 831  
Raleigh, North Carolina 27601  
Telephone: (919) 755-2116  
Facsimile: (919) 755-6056  
E-mail: [jloper@wcsr.com](mailto:jloper@wcsr.com)

Debbie W. Harden, NCSB 10576  
One Wells Fargo Center, Suite 3500  
301 South College Street  
Charlotte, NC 28202-6037  
Telephone: 704.331.4943  
Facsimile: 704.338.7813  
E-Mail: [dharden@wcsr.com](mailto:dharden@wcsr.com)

***Attorneys for Defendant Charlotte School of Law,  
InfiLaw Corporation, and InfiLaw Holding, LLC***

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing **NOTICE OF REMOVAL** was filed electronically with the Clerk of Court using the CM/ECF system.

It is further certified that a copy of the foregoing **NOTICE OF REMOVAL** was served upon the following by U.S. First Class Mail, postage prepaid and addressed as follows:

Michael Messinger  
Law Offices of Michael Messinger, PLLC  
6135 Park South Drive – Suite 510  
Charlotte, NC 28216  
Office: 704-609-4277  
[MichaelMessingerLaw@gmail.com](mailto:MichaelMessingerLaw@gmail.com)  
*Attorney for Plaintiff*

This the 27th day of January, 2017.

**WOMBLE CARLYLE SANDRIDGE & RICE**  
***A Limited Liability Partnership***

/s/ Johnny M. Loper

Johnny M. Loper, NCSB No. 15533  
555 Fayetteville Street, Suite 1100  
PO Box 831  
Raleigh, North Carolina 27601  
Telephone: (919) 755-2116  
Facsimile: (919) 755-6056  
E-mail: [jloper@wcsr.com](mailto:jloper@wcsr.com)

***Attorneys for Defendant Charlotte School of Law,  
InfiLaw Corporation, and InfiLaw Holding, LLC***

# EXHIBIT A

STATE OF NORTH CAROLINA

File No.

16 cvs 22993

Mecklenburg County

In The General Court Of Justice
District Superior Court Division

Name Of Plaintiff: Leah Ash
Address: 3118 Egan Way - #206
City, State, Zip: Charlotte, NC 28277

CIVIL SUMMONS
ALIAS AND PLURIES SUMMONS (ASSESS FEE)

G.S. 1A-1, Rules 3 and 4

Name Of Defendant(s): Charlotte School of Law, LLC
Infilaw Corporation
Infilaw Holding, LLC
Does 1-20

Date Original Summons Issued

Date(s) Subsequent Summons(es) Issued

To Each Of The Defendant(s) Named Below:

Name And Address Of Defendant 1: Charlotte School of Law, LLC
Name And Address Of Defendant 2: Infilaw Corporation
Name And Address Of Defendant 3: Infilaw Holding, LLC

A Civil Action Has Been Commenced Against You!

You are notified to appear and answer the complaint of the plaintiff as follows:

- 1. Serve a copy of your written answer to the complaint upon the plaintiff or plaintiff's attorney within thirty (30) days after you have been served.
2. File the original of the written answer with the Clerk of Superior Court of the county named above.

If you fail to answer the complaint, the plaintiff will apply to the Court for the relief demanded in the complaint.

Name And Address Of Plaintiff's Attorney: Law Offices of Michael Messinger, PLLC
Date Issued: 12-28-16
Time: 2:16 PM
Signature: [Handwritten Signature]

ENDORSEMENT (ASSESS FEE)
This Summons was originally issued on the date indicated above and returned not served. At the request of the plaintiff, the time within which this Summons must be served is extended sixty (60) days.

Date Of Endorsement
Time
Signature
Deputy CSC
Assistant CSC
Clerk Of Superior Court

NOTE TO PARTIES: Many counties have MANDATORY ARBITRATION programs in which most cases where the amount in controversy is \$25,000 or less are heard by an arbitrator before a trial.

(Over)

RETURN OF SERVICE

I certify that this Summons and a copy of the complaint were received and served as follows:

DEFENDANT 1

Date Served Time Served [ ] AM [ ] PM Name Of Defendant

- [ ] By delivering to the defendant named above a copy of the summons and complaint.
[ ] By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.
[ ] As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

Name And Address Of Person With Whom Copies Left (if corporation, give title of person copies left with)

[ ] Other manner of service (specify)

[ ] Defendant WAS NOT served for the following reason:

DEFENDANT 2

Date Served Time Served [ ] AM [ ] PM Name Of Defendant

- [ ] By delivering to the defendant named above a copy of the summons and complaint.
[ ] By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.
[ ] As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

Name And Address Of Person With Whom Copies Left (if corporation, give title of person copies left with)

[ ] Other manner of service (specify)

[ ] Defendant WAS NOT served for the following reason:

Service Fee Paid \$

Signature Of Deputy Sheriff Making Return

Date Received

Name Of Sheriff (type or print)

Date Of Return

County Of Sheriff



STATE OF NORTH CAROLINA  
MECKLENBURG COUNTY

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION

LEAH ASH

Plaintiff,

-vs-

CHARLOTTE SCHOOL OF LAW, LLC  
INFILAW HOLDING, LLC,  
INFILAW, INC., and  
DOES 1 – 20

Defendants.

File No. 16 WS 22993

**VERIFIED COMPLAINT**

**JURY TRIAL DEMAND**

Plaintiff, LEAH ASH (“Plaintiff”), alleges on information and belief against Charlotte School of Law, LLC (“CSL”), Infilaw Holding, LLC, InfiLaw Corporation, and Does 1 – 20 (collectively, “Defendants”). Plaintiff makes the following allegations pursuant to personal knowledge as to herself and her own acts, and upon information and belief and based upon investigation of counsel as to all other matters, as set forth herein.

**I. NATURE OF THE ACTION**

1. This action asserts state and common law consumer fraud and related claims against Defendants based on its practice of paying students at a high risk of failing the bar exam to not sit for the examination.
2. This deceptive and intentionally misleading practice artificially inflated the first-time bar passage rate upon which Plaintiff relied in choosing to enroll and stay enrolled at Charlotte Law School.
3. In reliance on Defendants’ fraudulent and substantial misrepresentations, Plaintiff enrolled at Charlotte Law School in 2011 and remained there until graduation in 2014 during which time she paid a substantial amount in tuition and fees to Defendants.

4. If Defendants had advertised and reported the true, unadulterated bar passage rate, then Plaintiff would not have enrolled or stayed enrolled at CSL and Defendants would have incurred substantial financial losses.

## **II. PARTIES AND JURISDICTION**

5. Plaintiff is an adult resident of Mecklenburg County, North Carolina.

6. Charlotte School of Law is a Limited Liability Company incorporated in Delaware and licensed to operate in the State of North Carolina. CSL is engaged in the business of for-profit legal education in the State of North Carolina. CSL's principal office address is 201 S. College Street, Suite 400, Charlotte, NC 28244-0048. CSL's registered agent for service is Corporation Service Company, located at 327 Hillsborough Street, Raleigh, NC 27603-1725.

7. CSL was an ABA-accredited law school at the time the Plaintiff enrolled. CSL is based in Charlotte, North Carolina. CSL issues all policies and procedures, including its marketing materials, from its Charlotte, North Carolina campus. Upon information and belief, CSL contributed to the acts and practices alleged herein.

8. Infilaw Corporation is a foreign corporation engaged in the business of higher education management in several states, including North Carolina. Infilaw Corporation is incorporated in Delaware with a principal place of business in Naples, Florida. Infilaw Corporation's principal office is located at 8625 Tamiami Trail N., Suite 500, Naples, Florida 34108-2890. Infilaw Corporation maintains substantial control and/or ownership over CSL. Infilaw Corporation is a corporation licensed to do business in the State of North Carolina, and at all times relevant to this complaint maintained substantial contacts with the State of North Carolina. Infilaw Corporation may be served via its registered agent for service in North Carolina, Corporation Service Company, located at 327 Hillsborough St., Raleigh, NC 27603-1725.

9. Infilaw Holding, LLC, is a corporate holding company who, upon information and belief, wholly owns InfiLaw Corporation and CSL. InfiLaw Holding, LLC, is a Delaware limited liability company, with a principal place of business, upon information and belief, of 1100 5<sup>th</sup> Avenue South, Naples, FL 34102. InfiLaw Holding, LLC, may be served via its registered agent, Corporation Service Company, at 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.

10. Upon information and belief, Infilaw Corporation and InfiLaw Holding, LLC contributed to the acts and practices alleged herein.

11. The true names and capacities (whether individual, corporate, associate or otherwise) of Defendants Does 1 through 20, inclusive, are unknown to Plaintiff despite diligent efforts by Plaintiff. Plaintiff sues these Defendants by fictitious names and will seek leave to amend this Complaint after their identities are learned. Each fictitious Defendant contributed to the acts and practices alleged herein. Plaintiff is informed and believes that the fictitiously named Defendants proximately caused Plaintiff's damages.

12. Plaintiff's causes of action arise out of specific conduct committed in Mecklenburg County, North Carolina by Defendants. Specifically, Plaintiff's causes of action arise out of acts and omissions by the Defendants within Mecklenburg County, North Carolina that resulted in injury to Plaintiff. Moreover, Plaintiff's causes of action arise out of services actually performed for the Plaintiff by Defendants in Mecklenburg County, North Carolina. Therefore, subject matter and personal jurisdiction are proper under N.C. Gen. Stat. § 1-75.4 and the Due Process Clauses of the Fifth and Fourteenth Amendments to the Constitution of the United States and venue is proper under N.C. Gen Stat. § 1-79. The amount in question exceeds the jurisdictional limits of all inferior courts. The forum is appropriate for the litigation. Charlotte

Law School is located entirely within Mecklenburg County, and the Court has jurisdiction over Plaintiff's claims.

### FACTUAL ALLEGATIONS

**I. DEFENDANTS MISLED AND FRAUDULENTLY INDUCED PLAINTIFF TO ENROLL AT CHARLOTTE SCHOOL OF LAW BY MANIPULATING AND ADVERTISING INFLATED BAR PASSAGE RATES.**

13. Plaintiff incorporates by reference each and every allegation set forth above as if fully stated herein.

14. Defendants are in the business of providing students with professional legal education services, including the ability to pass the bar exam and obtain a license to practice law. As evidence of its ability to provide this service, CSL's website advertises North Carolina Bar Passage Rates for the last fifteen (15) administrations of the North Carolina Bar Exam. This list compares the percentage of CSL students who passed the bar on the first attempt versus the state average of first time examinees.

15. The CSL website currently lists its first-time bar passage rate as follows:

- July 2009: 67.3%;
- Feb. 2010: 73.3%;
- July 2010: 87%;
- Feb. 2011: 75%;
- July 2011: 78.79%
- Feb. 2012: 53.13%;
- July 2012: 68.22%;
- Feb. 2013: 69.8%;
- July 2013: 57.8%;
- Feb. 2014: 60.0%;
- July 2014: 56%;
- Feb. 2015: 40.5%;
- July 2015: 47.1%;
- Feb. 2016: 34.7%; and
- July 2016: 45.2%.

16. Upon information and belief, Defendants inflated these numbers by paying CSL students at a high risk of failing the bar exam to not sit for the bar examination. Specifically, Defendants have studied bar passage rates for students and, based on its findings, developed a bar exam failure predictor formula to identify those students in the greatest danger of failing the bar exam. The failure predictor formula includes, *inter alia*, undergraduate GPA, LSAT scores, and Law School GPA.

17. After identifying those students who were in the greatest danger of failing the bar exam, Defendants would herd these students into a bar exam preparation program run by Defendants. The purpose of this program was to provide Defendants with the ability to monitor a graduate's progress to more closely identify those students who would fail the bar exam.

18. Defendants would then offer those students who were most likely to fail the bar exam approximately \$5,000 to not sit for the bar exam during the next administration.

19. The intent and effect of Defendants' practice was to prevent students who were likely to fail the bar exam from taking the exam and thereby artificially inflate its advertised bar passage rates in order to lure students to enter or remain at Charlotte Law School.

20. Defendants possess cumulative data demonstrating that its students did not pass the bar exam at the rate that it publicly states on its websites, brochures, and in material provided to third-parties such as the ABA.

21. The omission of data is a material misrepresentation designed to mislead students, including Plaintiff, to enroll and stay enrolled at Charlotte Law School and pay its exorbitant tuition and fees.

**II. PLAINTIFF RELIED ON DEFENDANTS' FRAUDULENT MISREPRESENTATIONS TO HER DETRIMENT.**

22. Plaintiff applied to many schools and was accepted by CSL and Thomas Cooley Law School in 2011.

23. Thomas Cooley Law School's bar passage rate for first time takers in the years immediately preceding Plaintiff's decision of whether to accept this or CSL's offer were as follows:

- July 2009: 85%
- February 2010: 85%
- July 2010: 77%
- February 2011: 86%
- July 2011: 78%

This equals an average first-time bar passage rate of 82%.

24. CSL's bar passage rate for first time takers during the same time period was as follows:

- July 2009: 67.3%;
- Feb. 2010: 73.3%;
- July 2010: 87%;
- Feb. 2011: 75%;
- July 2011: 78.79%

This equals an average first-time bar passage rate of 76%.

25. Plaintiff thoroughly reviewed CSL's website and other information disseminated by CSL to third-parties prior to making the decision to attend CSL, and relied upon the accuracy of that information in making her decision to attend CSL.

26. Plaintiff anguished over this decision. However, Plaintiff ultimately chose to attend CSL despite the slightly lower bar passage rate because CSL's advertised bar passage rate was respectable and CSL offered various programs that were attractive to Plaintiff.

27. Had Plaintiff known that CSL's true bar passage rate was significantly lower than advertised, she would not have attended CSL in the first place or would have transferred shortly afterwards upon learning the true bar passage rate.

28. The misleading percentages posted on CSL's website and other marketing materials had the desired effect of persuading Plaintiff to enroll and stay enrolled at CSL. By inflating CSL's bar passage numbers by removing the students who were most likely to fail from the equation, Defendants caused Plaintiff to enroll and remain at CSL.

29. Plaintiff enrolled in Charlotte Law School in 2011.

30. She attended Charlotte Law School from 2011 – 2014 during which time she paid Charlotte Law School over \$150,000 in tuition and fees.

31. Since graduating, she has taken the North Carolina Bar Exam four (4) times. Despite her best efforts, she has not passed the bar.

32. She currently works as a Litigation Associate in Charlotte, North Carolina and lives in Mecklenburg County, North Carolina. This position does not require a law license.

33. In applying, enrolling, and deciding to remain enrolled at CSL, Plaintiff relied upon bar passage rate data information posted on CSL's website, other CSL marketing material, and information Defendants disseminated to third parties such as the ABA.

34. Both prior to and during her enrollment at CSL, Plaintiff specifically relied on CSL's representations of the percentage of graduates who passed the bar exam.

35. At all times prior to and during her enrollment at Charlotte Law School, Plaintiff had no reason to believe that CSL engaged in a practice of paying its graduates in the greatest danger of failing the bar exam to not sit for the examination.

36. Had Plaintiff been aware of Charlotte Law School's true bar passage rate, she would not have enrolled in CSL.

**FIRST CAUSE OF ACTION**

**(Violations of North Carolina Unfair and Deceptive Trade Practices Act – Stat. §75-1.1 et. seq. )**

37. Plaintiff incorporates by reference each and every allegation set forth above as if fully stated herein.

38. N.C. Gen. Stat. § 75-1.1 makes unlawful “Unfair methods of competition in or affecting commerce, and unfair or deceptive acts or practices in or affecting commerce.” Defendants’ actions constitute unlawful, unfair, deceptive, misleading, and fraudulent practices in violation of North Carolina’s Unfair and Deceptive Trade Practices Act, N.C.G.S. §75-1.1

39. The misrepresentations made by Defendants constitute a violation of G.S. § 75-1.1 in that such actions were against the established public policy of the State of North Carolina, were in or affecting commerce in North Carolina, and were unfair, misleading, deceptive, unethical, oppressive, unscrupulous, and/or substantially injurious to Plaintiff.

40. The misrepresentations made by Defendants had the capacity and tendency to deceive Plaintiff into believing that CSL students had a significantly higher chance of passing the bar exam than what Defendants knew to be true. These material misrepresentations were contrary to the principles and obligations of good faith and fair dealing which Plaintiff was owed and had a right to expect. Defendants’ misrepresentations were unfair, deceptive, unethical, and substantially injurious to Plaintiff.

41. Defendants made affirmative material misrepresentations and omissions with the intent that Plaintiff would rely upon Defendants’ material misrepresentations and failures to disclose the true nature of their purported bar exam passage rate.

42. Defendants’ material misrepresentations possessed the tendency and/or capacity to deceive and mislead or create the likelihood of deception to Plaintiff and did, in fact, deceive and mislead Plaintiff.



43. The actions and misrepresentations alleged above were committed and made willfully by Defendants, and made out of a desire to profit from tuition and fees of current and prospective students such as Plaintiff.

44. As part of its fraudulent marketing and recruitment program, Defendants engaged in a pattern and practice of knowingly and intentionally making numerous false representations and omissions of material facts, with the intent to deceive and fraudulently induce reliance by Plaintiff.

These false representations and omissions included, without limitation, the following:

- a. Manipulating bar passage rate data, so as to give the appearance that CSL graduates are more likely to pass the bar than they actually are;
- b. Stating false bar passage rates on CSL's website and other marketing materials and forwarding the same to third-party entities for publication;
- c. Making deceptive and misleading statements, representations, and omissions concerning Defendants' ability to prepare CSL students to pass the bar exam;
- d. Making deceptive and misleading statements, representations, and omissions concerning the value of a CSL education to a prospective bar examinee;
- e. Making deceptive and misleading statements, misrepresentations, and omissions concerning the likelihood that a CSL graduate will pass the bar exam; and
- f. Causing students to pay high tuition and fees to CSL based on materially misleading statements, representations, and omissions with respect to bar passage rates.

45. Plaintiff enrolled at CSL for the purpose of gaining a legal education that would prepare her to pass the bar examination. Defendants' acts, practices, and omissions, therefore were material to Plaintiff's decision to enroll and attend CSL, and further proximately caused Plaintiff to pay high tuition and fees to Defendants.

46. Plaintiff was unaware of the deception and, therefore, was reasonable in incorporating the deceptive information when making her decision to enroll and remain enrolled at CSL.

47. Defendants' above-alleged actions constitute unfair business practices since the actions were deceptive, immoral, unethical, oppressive, unscrupulous, substantially injurious, and operate to the competitive disadvantage of other law schools. They are also likely to deceive the public. Moreover, the injury to Plaintiff was substantial and outweighs the utility of the Defendants' practices.

48. The unfair and deceptive trade acts and practices have directly, foreseeably, and proximately caused damage to Plaintiff.

49. Defendants profited substantially from tuition and fees paid by Plaintiff from 2011 to 2014.

50. Plaintiff is entitled to permanent injunctive relief ordering Defendants to immediately cease these unfair business practices, as well as disgorgement and restitution to Plaintiff of all monies paid to Defendants due to their unfair practices, or such monies as the Court may find equitable and just.

51. As a direct and proximate result of these unfair and deceptive misrepresentations, Plaintiff has been damaged and is entitled to recover treble damages as well as attorneys' fees and costs, pursuant to N.C. Gen. Stat. § 75-16.

**SECOND CAUSE OF ACTION**  
**(Fraud)**

52. Plaintiff incorporates by reference each and every allegation set forth above as if fully stated herein.

53. Defendants intentionally misrepresented bar passage rates to Plaintiff with the objective of inducing Plaintiff to enroll and stay enrolled at CSL.

54. Plaintiff was so induced.

55. Upon enrolling at CSL, Defendants maintained a relationship of trust and confidence with Plaintiff.

56. Defendants took advantage of their position of trust, and continued to make substantial misrepresentations to Plaintiff in order to realize financial benefit from the tuition and fees paid by Plaintiff.

57. Plaintiff suffered harm and damages as a direct and proximate result of her reasonable reliance upon Defendants' fraudulent misrepresentations.

58. As a direct and proximate result of Defendants' fraudulent actions, statements, and representations, Plaintiff sustained substantial and ascertainable pecuniary damages as well as other damages. As a result, Plaintiff seeks monetary and equitable relief as set forth below.

59. Further, Defendants actions were willful, wanton, intentional, malicious, and done with reckless and evil mind that consciously disregarded Plaintiff's rights and the damages that would plainly and obviously result. As such, an assessment of exemplary and punitive damages in an amount to be determined at trial is warranted.

**THIRD CAUSE OF ACTION**  
**(Negligence)**

60. Plaintiff incorporates by reference each and every allegation set forth above as if fully stated herein.

61. Defendants owed a duty to Plaintiff to fully and accurately disclose information about CSL's unadulterated bar passage rate.

62. Defendants breached that duty by failing to fully and accurately disclose to Plaintiff the correct and/or required information about the true bar passage rate.

63. Defendants knew, recklessly disregarded, or reasonably should have known, about their failure to fully and accurately disclose information about the bar passage rate.

64. Defendants were negligent in their acts and/or omissions, and the breach of their duties and their negligence was the proximate cause of the damages sustained by Plaintiff.

65. As a result, Plaintiff seeks monetary and equitable relief as set forth below.

**FOURTH CAUSE OF ACTION**  
**(Negligent Misrepresentation)**

66. Plaintiff incorporates by reference each and every allegation set forth above as if fully stated herein.

67. Defendants negligently provided false and/or misleading information to Plaintiff concerning its ability to prepare students to pass the bar exam and her resulting likelihood of passing the bar exam in light of CSL's true bar passage rate in comparison to that rate advertised by Defendants.

68. Plaintiff reasonably relied upon the Defendants' false and/or misleading information and representations.

69. Defendants knew, recklessly disregarded, or reasonably should have known that their improper acts, practices, and/or omissions would damage Plaintiff.

70. Plaintiff suffered harm and damages as a direct and proximate result of her reasonable reliance upon Defendants' false and/or misleading statements and/or negligent misrepresentations.

71. As a direct result of the Defendants' improper, fraudulent, and/or negligent actions, Plaintiff sustained an ascertainable loss as well as other damages. As a result, Plaintiff seeks monetary and equitable relief as set forth below.

**FIFTH CAUSE OF ACTION**  
**(Unjust Enrichment)**

72. Plaintiff incorporates by reference each and every allegation set forth above as if fully stated herein.

73. Defendants' improper and unlawful activities, including misrepresentations and improper acts, practices, and/or omissions resulted in unjust enrichment of Defendants.

74. Defendants were unjustly enriched as a direct result of the misrepresentations made to Plaintiff and their concealments.

75. If Defendants had advertised and reported its true bar passage rates, Plaintiff would not have paid over \$150,000 in tuition and fees to Defendants.

76. As a direct result of Defendants' material misrepresentations and omissions, Defendants realized a financial benefit by depriving Plaintiff of the opportunity to make an informed decision prior to and during her enrollment at CSL and by collecting tuition and fees from Plaintiff that it would have not received but for its misrepresentations and omissions.

77. It would be inequitable and unjust for Defendants to retain such ill-gotten gains, which Defendants have received as a result of their misconduct and material misrepresentations and concealments. The unjust enrichment of Defendants has caused economic damage to Plaintiff.

78. Plaintiff is entitled to money damages from Defendants on account of Defendants' unjust enrichment through unscrupulous and unfair practices.

79. Defendants are liable for the return of tuition and fees paid by Plaintiff from 2011 – 2014.

80. Plaintiff has been damaged in the amount that Defendants were unjustly enriched. Her damage was caused by Defendants' acts and omissions.

#### **PRAAYER FOR RELIEF**

**WHEREFORE**, Plaintiff respectfully prays for relief against Defendants as follows:

1. For the complete restitution and disgorgement of tuition and fee monies remitted to Defendants by Plaintiff;

2. For compensatory and punitive damages in such amount as is proven at trial;
3. For attorneys' fees and expenses pursuant to all applicable laws;
4. For prejudgment interest at the maximum legal rate; and
5. For treble of all compensatory damages and award of attorneys' fees pursuant to N.C. Gen. Stat. § 75-1.1 and N.C. Gen. Stat. Chapter 75D;
6. For injunctive relief enjoining Defendants, their agents, servants, employees and all persons acting in concert with them from continuing to engage in their unlawful manipulation of bar passage rate data, and all other unfair, unlawful, and/or fraudulent business practices alleged above and that may yet be discovered in the prosecution of this action;
7. For such other and further relief as the Court may deem just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a jury trial on all causes of action so triable.

DATED: December 28<sup>th</sup> 2016

Respectfully Submitted,

**LAW OFFICES OF MICHAEL MESSINGER, PLLC**

By: 


Michael J. Messinger  
*Attorney for Plaintiff – Leah Ash*  
6135 Park South Drive – Suite 510  
Charlotte, NC 28210  
Office: 704-609-4277  
[MichaelMessingerLaw@gmail.com](mailto:MichaelMessingerLaw@gmail.com)

VERIFICATION


STATE OF NORTH CAROLINA

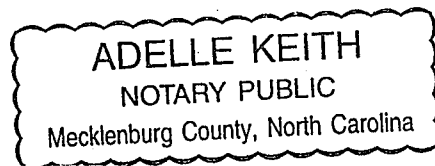
COUNTY OF MECKLENBURG

The undersigned, being first duly sworn, deposes and says that he is Leah Ash, a Plaintiff herein; that she has read the foregoing Verified Complaint and to her personal knowledge the matters and statements contained therein are true, except as to those matters or statements made upon information and belief, and as to those she believes them to be true.

  
Leah Ash

Sworn to and subscribed before me  
this 27 day of December 2016

  
Notary Public for the State of North Carolina



Printed Name: Adelle Keith

My Commission Expires: 2/6/21

**CERTIFICATION OF SERVICE**

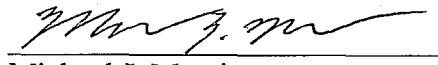
I, Michael J. Messinger, attorney for Plaintiff, hereby certifies that a copy of the Summons and preceding Verified Complaint was served upon the opposing parties by depositing a copy of same in the United States certified mail with prepaid, first-class postage, return receipt requested in accordance with N.C.G.S. 1A-1, Rule 4 and addressed as follows:

Charlotte School of Law, LLC  
Attn: Corporate Service Company  
327 Hillsborough Street  
Raleigh, NC 27603

InfiLaw Corporation  
Attn: Corporate Service Company  
327 Hillsborough St.  
Raleigh, NC 27603

Infilaw Holding, LLC  
Attn: Corporation Service Company  
2711 Centerville Road – Suite 400  
Wilmington, Delaware 19808

This the 28<sup>th</sup> day of December, 2016.

  
\_\_\_\_\_  
Michael J. Messinger



STATE OF NORTH CAROLINA  
MECKLENBURG COUNTY

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION

-----) )  
 LEAH ASH ) )  
 ) )  
 ) )  
 Plaintiff, ) )  
 ) )  
 -vs- ) )  
 ) )  
 CHARLOTTE SCHOOL OF LAW, LLC ) )  
 INFILAW HOLDING, LLC, ) )  
 INFILAW, INC., and ) )  
 DOES 1 – 20 ) )  
 ) )  
 Defendants. ) )  
 -----)

File No. *16 cvs 22993*

**SUMMONS**

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to appear and answer the Complaint herein, a copy of which is herewith served upon you, and to file the original of the written answer with the Clerk of the Superior Court of Mecklenburg County and serve a copy of your written answer to said Complaint upon the subscriber, at his office at 6135 Park South Drive – Suite 510, Charlotte, NC 28210, within thirty (30) days after the service hereof, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, Plaintiff will apply to the Court for the relief demanded in the Complaint and judgment by default will be rendered against you for the relief demanded in the Complaint.

December *28<sup>th</sup>*, 2016

**LAW OFFICES OF MICHAEL MESSINGER, PLLC**

By: *Michael J. Messinger*  
 Michael J. Messinger  
 Attorney for Plaintiff  
**LEAH ASH**  
 6135 Park South Drive – Suite 510  
 Charlotte, NC 28210  
 Office: 704-609-4277  
[MichaelMessingerLaw@gmail.com](mailto:MichaelMessingerLaw@gmail.com)

# EXHIBIT B

STATE OF NORTH CAROLINA  
MECKLENBURG COUNTY

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION  
16-CVS-22993

LEAH ASH,

Plaintiff

v.

CHARLOTTE SCHOOL OF LAW, LLC;  
INFILAW, INC.; INFILAW  
HOLDING, LLC; and DOES 1-20,

Defendants.

**NOTICE OF FILING OF REMOVAL**

To: Michael Messinger  
Law Offices of Michael Messinger, PLLC  
6135 Park South Drive – Suite 510  
Charlotte, NC 28216  
Office: 704-609-4277  
[MichaelMessingerLaw@gmail.com](mailto:MichaelMessingerLaw@gmail.com)  
*Attorney for Plaintiff*


PLEASE TAKE NOTICE that Defendants Charlotte School of Law, LLC, InfiLaw Corporation,<sup>1</sup> and InfiLaw Holding, LLC, have filed in the office of the Clerk of the United States District Court for the Western District of North Carolina a Notice of Removal to remove this action to the United States District Court for the Western District of North Carolina, a copy of which is attached hereto as Exhibit A.

---

<sup>1</sup> InfiLaw Corporation is incorrectly referred to in the caption of the Complaint as “InfiLaw Inc.”

This the 27th day of January, 2017.

**WOMBLE CARLYLE SANDRIDGE & RICE**  
***A Limited Liability Partnership***

~~/s/ Debbie W. Harden~~   
Debbie W. Harden (N.C. Bar No. 10576)  
One Wells Fargo Center, Suite 3500  
301 South College Street  
Charlotte, NC 28202-6037  
Telephone: 704.331.4943  
Facsimile: 704.338.7813  
E-Mail: [dharden@wcsr.com](mailto:dharden@wcsr.com)

***Attorneys for Defendant Charlotte School of Law, LLC,  
InfiLaw Corporation, and InfiLaw Holding, LLC***

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing **NOTICE OF FILING OF REMOVAL** was served upon the following by U.S. First Class Mail, postage prepaid and addressed as follows:

Michael Messinger  
Law Offices of Michael Messinger, PLLC  
6135 Park South Drive – Suite 510  
Charlotte, NC 28216  
Office: 704-609-4277  
MichaelMessingerLaw@gmail.com  
*Attorney for Plaintiff*

This the 27th day of January, 2017.

  
~~/s/ Debbie W. Harden~~  
Debbie W. Harden (N.C. Bar No. 10576)