

CAUSE NO. 26-0085

JOHN DOE AND JANE DOE A/N/F
OF MINOR, J.D.

Plaintiffs,

v.

ROCKPORT-FULTON ISD, JODI
CARTER, TEXAS COSTAL
ACADEMY, JOSH NGUYEN,
BRANDON NGUYEN, and BRENNAN
NGUYEN

Defendants,

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IN THE JUDICIAL DISTRICT

156TH JUDICIAL DISTRICT

ARANSAS COUNTY, TEXAS

**DEFENDANTS ROCKPORT-FULTON INDEPENDENT SCHOOL DISTRICT AND
JODI CARTER'S ANSWER TO PLAINTIFFS' ORIGINAL PETITION**

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES, Defendants Rockport-Fulton Independent School District (Rockport-Fulton ISD or the District) and Jodi Carter (Ms. Carter) file their Answer and Affirmative Defenses to Plaintiffs' Original Petition, and, in support thereof, would respectfully show the Court as follows:

I. GENERAL DENIAL

1. Defendants Rockport-Fulton ISD and Ms. Carter deny each and every allegation, all and singular, contained within the Plaintiffs' Original Petition. The Texas Rules of Civil Procedure, and in particular Rule 92, afford citizens and entities of this state certain protection with respect to lawsuits of this type. Defendant ADISD invokes the provisions of that rule and does generally deny the allegations now made against it by the Plaintiffs. At any trial of this cause, this Defendant will exercise its legal rights in this regard and require Plaintiffs to carry the burden of proof that the law imposes upon them to prove each and every material allegation contained in their pleading by a preponderance of the credible evidence.

II. NOTICE OF APPEARANCE

2. Walsh Gallegos Kyle Robinson & De Los Santos P.C., by and through D. Craig Wood, Katie Payne, and Adriana Rodriguez, make their appearance in this matter and notice all parties of same.

III. AFFIRMATIVE DEFENSES

3. Defendants Rockport Fulton ISD and Ms. Carter assert that Plaintiffs have failed to state a claim upon which relief can be granted under any statute, constitutional theory, or legal authority. Defendants further assert that Plaintiffs are not entitled to any of the relief demanded in their pleadings or entitled to damages or costs in any amount.

4. Notwithstanding the foregoing, Rockport-Fulton ISD specifically denies any liability in this case under any of the theories of recovery articulated by Plaintiffs and further denies that Plaintiffs are entitled to any of the relief requested in Plaintiffs' First Amended Petition.

5. Notwithstanding the foregoing, the Court lacks subject matter jurisdiction over Plaintiffs' claims to the extent that any of these claims are barred by governmental immunity, were not exhausted, or claims were not filed within the relevant statute of limitations.

6. Notwithstanding the foregoing, Rockport-Fulton ISD further asserts that any loss or damages allegedly sustained by Plaintiff were caused, in whole or in part, or were contributed by the negligence, want of care, or intentional conduct of Plaintiffs and/or co-Defendants, and the Defendants Rockport-Fulton ISD and Ms. Carter therefore invoke the doctrine of comparative responsibility or contributory negligence, and requests the jury to compare the extent to which any party to this case, whether joined in this suit or not, may have caused or contributed to cause the injury of which Plaintiffs complains.

7. Notwithstanding the foregoing, and pursuant to Chapter 33 of the TEXAS CIVIL

PRACTICE & REMEDIES CODE, Defendants Rockport-Fulton ISD and Ms. Carter further assert the right to contribution and/or indemnity from any other person or entity, regardless of whether a party, who is found to have caused or contributed to the injuries and/or the damages alleged by Plaintiffs. Additionally, and/or alternatively, Defendants Rockport-Fulton ISD and Ms. Carter seek an offset or credit corresponding to any percentage of responsibility that may be placed on Defendant by the jury in this cause.

8. Notwithstanding the foregoing, Defendants Rockport-Fulton ISD and Ms. Carter further affirmatively plead their right to mitigation of damages and, to the extent the Plaintiffs have failed to mitigate their damages, said damages, if any, should be adjusted accordingly.

9. Notwithstanding the foregoing, the District further asserts all statutory limitations of liability and all statutory limitations of damages and/or caps applicable to this case, including, but not limited to, the limitations set out in §101.024 of Texas Tort Claims Act.

10. Notwithstanding the foregoing, Defendants Rockport-Fulton ISD and Ms. Carter request that, in addition to any other limitation under law, recovery of medical or health care expenses incurred by Plaintiffs be limited to the amount actually paid or incurred by or on behalf of the Plaintiffs. TEXAS CIVIL PRACTICE & REMEDIES CODE § 41.0105.

11. Notwithstanding the foregoing, Defendants Rockport-Fulton ISD and Ms. Carter asserts the right to recover their costs and attorney's fees from Plaintiffs pursuant to the Texas Rules of Civil Procedure, Texas Education Code and judicial interpretation of state and/or federal law as appropriate and if deemed warranted by this Court.

12. Notwithstanding the foregoing, to the extent such is or may become applicable, Defendants Rockport-Fulton ISD and Ms. Carter claims their entitlement to the defenses of

mootness, ripeness, standing, waiver, estoppel, laches, collateral estoppel, res judicata, statute of limitations, and after acquired evidence for all claims asserted against it.

13. Notwithstanding the foregoing, Defendants Rockport-Fulton ISD and Ms. Carter reserve the right to raise additional defenses that become necessary throughout the factual development of the case.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Defendants Rockport-Fulton ISD and Ms. Carter pray that all relief requested by Plaintiffs be denied; judgment be entered in the District and Ms. Carter's favor; and that Plaintiffs take nothing by their claim. Defendants Rockport-Fulton ISD and Ms. Carter further pray for court costs and for any and all additional relief to which they may be justly entitled.

Respectfully submitted,

By: /s/ D. Craig Wood

D. Craig Wood

State Bar No. 21888700

Email: cwood@wabsa.com

Katie E. Payne

State Bar No. 24071347

Email: kpayne@wabsa.com

Adriana G. Rodriguez

State Bar No. 24071467

Email: arodriguez@wabsa.com

WALSH GALLEGOS KYLE

ROBINSON & DE LOS SANTOS P.C.

1020 N.E. Loop 410, Suite 450

San Antonio, Texas 78209

Telephone: (210) 979-6633

Facsimile: (210) 979-7024

ATTORNEYS FOR DEFENDANTS

**ROCKPORT-FULTON ISD AND JODIE
CARTER**

CERTIFICATE OF SERVICE

The undersigned certifies that on June 15, 2026, a true and correct copy of the above and foregoing document was served upon the following counsel of record for Plaintiffs in accordance with the Texas Rules of Civil Procedure:

/s/Adriana G. Rodriguez
Adriana G. Rodriguez

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Anna Grun-Luby on behalf of Craig Wood

Bar No. 21888700

agrunluby@wabsa.com

Envelope ID: 116122161

Filing Code Description: Answer/Response

Filing Description: Defendants' Rockport-Fulton ISD and Jodi Carter's

Answer to Plaintiffs' Original Petition

Status as of 6/15/2026 10:58 AM CST

Associated Case Party: BRENNENLEENGUYEN

Name	BarNumber	Email	TimestampSubmitted	Status
Andrew Loveall		andrew@gllawpllc.com	6/15/2026 8:18:58 AM	SENT

Associated Case Party: JOHN DOE

Name	BarNumber	Email	TimestampSubmitted	Status
Anthony Buzbee		tbuzbee@txattorneys.com	6/15/2026 8:18:58 AM	SENT
The Buzbee Law Firm -		efiling@txattorneys.com	6/15/2026 8:18:58 AM	SENT
HALL SASNETT		hsasnett@txattorneys.com	6/15/2026 8:18:58 AM	SENT

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Adriana Rodriguez		arodriguez@wabsa.com	6/15/2026 8:18:58 AM	SENT
Craig Wood		cwood@wabsa.com	6/15/2026 8:18:58 AM	SENT
Katie Payne		kpayne@wabsa.com	6/15/2026 8:18:58 AM	SENT
SA Lit Support		salitsupport@wabsa.com	6/15/2026 8:18:58 AM	SENT