

NOTICE: THIS DOCUMENT CONTAINS SENSITIVE DATA

CRAIG JAMES,

Plaintiff,

v.

**FOX SPORTS, INC. DBA FOX SPORTS
SOUTHWEST; ARC HOLDING, LTD.
DBA FOX SPORTS SOUTHWEST;
SPORTS HOLDING, INC. DBA FOX
SPORTS SOUTHWEST; FOX
BROADCASTING COMPANY DBA FOX
SPORTS SOUTHWEST; FOX SPORTS
NET, INC. DBA FOX SPORTS
SOUTHWEST; FOX NETWORKS
GROUP, INC. FKA FOX SPORTS NET
DBA FOX SPORTS SOUTHWEST; FOX
CABLE NETWORKS, INC. DBA FOX
SPORTS SOUTHWEST; FOX SPORTS
NETWORKS, LLC. DBA FOX SPORTS
SOUTHWEST; FOX SPORTS MEDIA
GROUP DBA FOX SPORTS
SOUTHWEST; FOX ENTERTAINMENT
GROUP, INC. DBA FOX SPORTS
SOUTHWEST; 21ST CENTURY FOX
AMERICA, INC. DBA FOX SPORTS
SOUTHWEST; TWENTY-FIRST
CENTURY FOX, INC. DBA FOX SPORTS
SOUTHWEST; JON HEIDTKE, MIKE
ANASTASSIOU, JEFF KROLIK, LOU
D'ERMILIO, ERIC SHANKS, and RANDY
FREER,**

Defendants.

IN THE DISTRICT COURT OF

DALLAS COUNTY, TEXAS

_____ JUDICIAL DISTRICT

PLAINTIFF’S ORIGINAL PETITION

I. Overview

COMES NOW, Plaintiff Craig James (hereinafter “Plaintiff” or “James”), by and through his undersigned counsel, and hereby files Plaintiff’s Original Petition (the “Petition”) seeking damages arising from the improper actions of Defendants **FOX SPORTS, INC. DBA FOX SPORTS SOUTHWEST; ARC HOLDING, LTD. DBA FOX SPORTS SOUTHWEST; SPORTS HOLDING, INC. DBA FOX SPORTS SOUTHWEST; FOX BROADCASTING COMPANY DBA FOX SPORTS SOUTHWEST; FOX SPORTS NET, INC. DBA FOX SPORTS SOUTHWEST; FOX NETWORKS GROUP, INC. FKA FOX SPORTS NET DBA FOX SPORTS SOUTHWEST; FOX CABLE NETWORKS, INC. DBA FOX SPORTS SOUTHWEST; FOX SPORTS NETWORKS, LLC. DBA FOX SPORTS SOUTHWEST; FOX SPORTS MEDIA GROUP DBA FOX SPORTS SOUTHWEST; FOX ENTERTAINMENT GROUP, INC. DBA FOX SPORTS SOUTHWEST; 21ST CENTURY FOX AMERICA, INC. DBA FOX SPORTS SOUTHWEST; TWENTY-FIRST CENTURY FOX, INC. DBA FOX SPORTS SOUTHWEST; JON HEIDTKE; MIKE ANASTASSIOU; JEFF KROLIK; LOU D’ERMILIO; ERIC SHANKS; and RANDY FREER** (collectively, “Defendants” or “Fox Sports”), and for cause of action shows:

1. Through the actions of its executives, including its President and its Vice President of Communications, Fox Sports hired Craig James as a sportscaster, then terminated him for his religious beliefs—religious beliefs he expressed before working there, more than a year prior. Fox Sports then, for publicity’s sake, announced to the national media it had done so.

2. Fox Sports fired Craig James because of his religious beliefs about marriage and his expression of those beliefs during a debate when James ran in the Texas Republican primary for United States Senator. Fox Sports announced to the public that it terminated James because of his religious views on marriage. In fact, as the news reported, Fox Sports stated: “‘We just asked ourselves how Craig’s statements would play in our human resources department,’ said a Fox Spokesman[,] ‘He couldn’t say those things here.’” Until that time, James spent his entire adult life in the public eye. He played on teams with people from diverse backgrounds; he worked for media companies for more than two decades with people from diverse backgrounds. James also hired an openly gay man as an important campaign consultant because he valued that person’s expertise regardless of his sexual orientation. Fox Sports fired James for one reason only: his religious beliefs about marriage. In so doing, Fox Sports violated the law. Specifically, Fox Sports violated the Texas Commission on Human Rights Act (“TCHRA”) and Texas contract law along with a myriad of equitable principles.

II.

Discovery Control Plan

3. Plaintiff in this case intends to conduct discovery under level 3 of Rule 190.4 of the Texas Rules of Civil Procedure.

III.

Claim for Relief

4. Plaintiff seeks monetary relief of \$100,000 or more, declaratory relief, punitive/exemplary damages, and attorney’s fees.

IV. **Parties**

5. Plaintiff CRAIG JAMES is an individual who is a resident of Collin County, Texas. At all times relevant to the employment cause of action, James was employed by Defendants.

6. Through counsel, Defendants agreed to accept service via counsel Vanessa Griffith at vgriffith@velaw.com or her office of Vinson & Elkins LLP, Trammell Crow Center, 2001 Ross Avenue, Suite 3700 Dallas, TX 75201-2975. Counsel affirmed in writing that she is “authorized to accept service on behalf of any Fox employee or entity,” which includes every Defendant in this action. Moreover, she explicitly accepted service on the entities and individuals in this lawsuit, named in a prior mitigation demand, for whom she specifically averred she would accept service. Exh. A (agreement regarding service, incorporated by reference).

7. Defendant FOX SPORTS, INC. DBA FOX SPORTS SOUTHWEST, upon information and belief, is a foreign business corporation organized and existing under the laws of the State of Delaware. Upon information and belief, Defendant’s principal office is located at 1013 Centre Road, Suite 850, Wilmington, DE 19805 and it may be served with citation and Plaintiff’s Original Petition by and through its counsel, Vanessa Griffith, who has agreed to accept service on its behalf, at her office of Vinson & Elkins LLP, Trammell Crow Center, 2001 Ross Avenue, Suite 3700 Dallas, TX 75201-2975. Defendant engaged in business in the State of Texas, within the meaning of that term as defined by § 17.042, Tex. Civ. Prac. & Rem. Code. This lawsuit arises from and is connected with Defendant’s business in Texas. Upon information and belief, FOX SPORTS, INC. is a wholly owned subsidiary of Defendant FOX ENTERTAINMENT.

8. Defendant ARC HOLDING, LTD. DBA FOX SPORTS SOUTHWEST, is a limited partnership organized and existing under the laws of and doing business in the State of Texas. Upon information and belief, Defendant maintains a principal place of business in Los Angeles, California, and operations in Dallas County, Texas, at 100 E Royal Ln #200 Irving, TX 75039. Defendant may be served with citation and Plaintiff's Original Petition by and through its counsel, Vanessa Griffith, who has agreed to accept service on its behalf, at her office of Vinson & Elkins LLP, Trammell Crow Center, 2001 Ross Avenue, Suite 3700 Dallas, TX 75201-2975. Defendant engaged in business in the State of Texas. This lawsuit arises from and is connected with Defendant's business in Texas. Upon information and belief, ARC HOLDING, LTD. is a wholly owned subsidiary of Defendant FOX ENTERTAINMENT.

9. Defendant SPORTS HOLDING, INC. DBA FOX SPORTS SOUTHWEST is a Texas Corporation and general partner of ARC HOLDING, LTD., organized and existing under the laws of and doing business in the State of Texas. Upon information and belief, Defendant maintains a principal place of business in Beverly Hills, California, and operations in Dallas County, Texas, at 100 E Royal Ln #200 Irving, TX 75039. Defendant may be served with citation and Plaintiff's Original Petition by and through its counsel, Vanessa Griffith, who has agreed to accept service on its behalf, at her office of Vinson & Elkins LLP, Trammell Crow Center, 2001 Ross Avenue, Suite 3700 Dallas, TX 75201-2975. Defendant engaged in business in the State of Texas. This lawsuit arises from and is connected with Defendant's business in Texas. Upon information and belief, SPORTS HOLDING, INC. is a wholly owned subsidiary of Defendant FOX ENTERTAINMENT.

10. Defendant FOX BROADCASTING COMPANY DBA FOX SPORTS SOUTHWEST, upon information and belief, is a foreign business corporation organized and existing under the laws of the State of Delaware. Upon information and belief, Defendant's principal office is located at 10201 West Pico Blvd., Los Angeles, CA 90035. Defendant may be served with citation and Plaintiff's Original Petition by and through its counsel, Vanessa Griffith, who has agreed to accept service on its behalf, at her office of Vinson & Elkins LLP, Trammell Crow Center, 2001 Ross Avenue, Suite 3700 Dallas, TX 75201-2975. Defendant engaged in business in the State of Texas, within the meaning of that term as defined by § 17.042, Tex. Civ. Prac. & Rem. Code. This lawsuit arises from and is connected with Defendant's business in Texas. Upon information and belief, FOX BROADCASTING COMPANY is a wholly owned subsidiary of Defendant FOX ENTERTAINMENT.

11. Defendant FOX SPORTS NET, INC. DBA FOX SPORTS SOUTHWEST, upon information and belief, is a foreign business corporation organized and existing under the laws of the State of Delaware. Upon information and belief, Defendant's principal office is located at 10201 West Pico Blvd., Los Angeles, CA 90035. Defendant may be served with citation and Plaintiff's Original Petition by and through its counsel, Vanessa Griffith, who has agreed to accept service on its behalf, at her office of Vinson & Elkins LLP, Trammell Crow Center, 2001 Ross Avenue, Suite 3700 Dallas, TX 75201-2975. Defendant engaged in business in the State of Texas, within the meaning of that term as defined by § 17.042, Tex. Civ. Prac. & Rem. Code. This lawsuit arises from and is connected with Defendant's business in Texas. Upon information and belief, FOX SPORTS NET, INC. is a wholly owned subsidiary of Defendant FOX ENTERTAINMENT.

12. Defendant FOX NETWORKS GROUP, INC. FKA FOX SPORTS NET DBA FOX SPORTS SOUTHWEST, upon information and belief, is a foreign business corporation organized and existing under the laws of the State of Delaware. Upon information and belief, Defendant's principal office is located at 10201 West Pico Blvd., Los Angeles, CA 90035 . Defendant may be served with citation and Plaintiff's Original Petition by and through its counsel, Vanessa Griffith, who has agreed to accept service on its behalf, at her office of Vinson & Elkins LLP, Trammell Crow Center, 2001 Ross Avenue, Suite 3700 Dallas, TX 75201-2975. Defendant engaged in business in the State of Texas, within the meaning of that term as defined by § 17.042, Tex. Civ. Prac. & Rem. Code. This lawsuit arises from and is connected with Defendant's business in Texas. Upon information and belief, FOX NETWORKS GROUP, INC. is a wholly owned subsidiary of Defendant FOX ENTERTAINMENT.

13. Defendant FOX CABLE NETWORKS, INC. DBA FOX SPORTS SOUTHWEST, upon information and belief, is a foreign business corporation organized and existing under the laws of the State of Delaware. Upon information and belief, Defendant's principal office is located at 10201 West Pico Blvd., Los Angeles, CA 90035. Defendant may be served with citation and Plaintiff's Original Petition by and through its counsel, Vanessa Griffith, who has agreed to accept service on its behalf, at her office of Vinson & Elkins LLP, Trammell Crow Center, 2001 Ross Avenue, Suite 3700 Dallas, TX 75201-2975. Defendant engaged in business in the State of Texas, within the meaning of that term as defined by § 17.042, Tex. Civ. Prac. & Rem. Code. This lawsuit arises from and is connected with Defendant's business in Texas. Upon information and belief, FOX CABLE NETWORKS, INC. is a wholly owned subsidiary of Defendant FOX ENTERTAINMENT.

14. Defendant FOX SPORTS NETWORKS, LLC. DBA FOX SPORTS SOUTHWEST, upon information and belief, is a foreign company organized and existing under the laws of the State of Delaware. Upon information and belief, Defendant's principal office is located at 10201 West Pico Blvd., Los Angeles, CA 90035 . Defendant may be served with citation and Plaintiff's Original Petition by and through its counsel, Vanessa Griffith, who has agreed to accept service on its behalf, at her office of Vinson & Elkins LLP, Trammell Crow Center, 2001 Ross Avenue, Suite 3700 Dallas, TX 75201-2975. Defendant engaged in business in the State of Texas, within the meaning of that term as defined by § 17.042, Tex. Civ. Prac. & Rem. Code. This lawsuit arises from and is connected with Defendant's business in Texas. Upon information and belief, FOX SPORTS NETWORKS, LLC. is a wholly owned subsidiary of Defendant FOX ENTERTAINMENT.

15. Defendant FOX SPORTS MEDIA GROUP DBA FOX SPORTS SOUTHWEST, upon information and belief, is a foreign company organized and existing under the laws of the State of Delaware. Upon information and belief, Defendant's principal office is located at 1440 S. Sepulveda Blvd., Los Angeles, CA 90025, and Defendant may be served with citation and Plaintiff's Original Petition by and through its counsel, Vanessa Griffith, who has agreed to accept service on its behalf, at her office of Vinson & Elkins LLP, Trammell Crow Center, 2001 Ross Avenue, Suite 3700 Dallas, TX 75201-2975. Defendant engaged in business in the State of Texas, within the meaning of that term as defined by § 17.042, Tex. Civ. Prac. & Rem. Code. This lawsuit arises from and is connected with Defendant's business in Texas. Upon information and belief, FOX SPORTS MEDIA GROUP is a wholly owned subsidiary of Defendant FOX ENTERTAINMENT.

16. Defendant FOX ENTERTAINMENT GROUP, INC. DBA FOX SPORTS SOUTHWEST, upon information and belief, is a foreign business corporation organized and existing under the laws of the State of Delaware. Upon information and belief, Defendant's principal office is located at 1211 Avenue of the Americas New York, NY, 10036. Defendant may be served with citation and Plaintiff's Original Petition by and through its counsel, Vanessa Griffith, who has agreed to accept service on its behalf, at her office of Vinson & Elkins LLP, Trammell Crow Center, 2001 Ross Avenue, Suite 3700 Dallas, TX 75201-2975. Defendant engaged in business in the State of Texas, within the meaning of that term as defined by § 17.042, Tex. Civ. Prac. & Rem. Code. This lawsuit arises from and is connected with Defendant's business in Texas. Upon information and belief, FOX ENTERTAINMENT is a wholly owned subsidiary of Defendant 21ST CENTURY FOX AMERICA, INC.

17. Defendant 21ST CENTURY FOX AMERICA, INC. DBA FOX SPORTS SOUTHWEST, upon information and belief, is a foreign business corporation organized and existing under the laws of the State of Delaware. Upon information and belief, Defendant's principal office is located at 1211 Avenue of the Americas New York, NY, 10036. Defendant may be served with citation and Plaintiff's Original Petition by and through its counsel, Vanessa Griffith, who has agreed to accept service on its behalf, at her office of Vinson & Elkins LLP, Trammell Crow Center, 2001 Ross Avenue, Suite 3700 Dallas, TX 75201-2975. Defendant engaged in business in the State of Texas, within the meaning of that term as defined by § 17.042, Tex. Civ. Prac. & Rem. Code. This lawsuit arises from and is connected with Defendant's business in Texas. Upon information and belief, 21ST CENTURY FOX AMERICA, INC. is a wholly owned subsidiary of Defendant TWENTY-FIRST CENTURY FOX, INC.

18. Defendant TWENTY-FIRST CENTURY FOX, INC. DBA FOX SPORTS SOUTHWEST, upon information and belief, is a foreign business corporation organized and existing under the laws of the State of Delaware. Upon information and belief, Defendant's principal office is located at 1211 Avenue of the Americas New York, NY, 10036. Defendant may be served with citation and Plaintiff's Original Petition by and through its counsel, Vanessa Griffith, who has agreed to accept service on its behalf, at her office of Vinson & Elkins LLP, Trammell Crow Center, 2001 Ross Avenue, Suite 3700 Dallas, TX 75201-2975. Defendant engaged in business in the State of Texas, within the meaning of that term as defined by § 17.042, Tex. Civ. Prac. & Rem. Code. This lawsuit arises from and is connected with Defendant's business in Texas. Upon information and belief, TWENTY-FIRST CENTURY FOX, INC. is a publically traded corporation and parent company.

19. Defendant JON HEIDTKE ("Heidtke") is an individual residing in the State of Texas and may be served by and through his counsel, Vanessa Griffith, who has agreed to accept service on his behalf, at her office of Vinson & Elkins LLP, Trammell Crow Center, 2001 Ross Avenue, Suite 3700 Dallas, TX 75201-2975. At all times relevant to this lawsuit, Heidtke was an employee, acting as an agent and representative, of Fox Sports.

20. Defendant MIKE ANASTASSIOU ("Anastassiou") is an individual residing in the State of Texas and may be served by and through his counsel, Vanessa Griffith, who has agreed to accept service on his behalf, at her office of Vinson & Elkins LLP, Trammell Crow Center, 2001 Ross Avenue, Suite 3700 Dallas, TX 75201-2975. At all times relevant to this lawsuit, Anastassiou was an employee, acting as an agent and representative, of Fox Sports.

21. Defendant JEFF KROLIK ("Krolik") is an individual residing in the State of California. Krolik may be served by and through his counsel, Vanessa Griffith, who has agreed

to accept service on his behalf, at her office of Vinson & Elkins LLP, Trammell Crow Center, 2001 Ross Avenue, Suite 3700 Dallas, TX 75201-2975. At all times relevant to this lawsuit, Krolik was an employee, acting as an agent and representative, of Fox Sports. Krolik engaged in business in the State of Texas, within the meaning of that term as defined by § 17.042, Tex. Civ. Prac. & Rem. Code. This lawsuit arises from and is connected with Defendant's business in Texas.

22. Upon information and belief, defendant LOU D'ERMILIO ("D'Ermilio") is an individual residing in New York. D'Ermilio may be served by and through his counsel, Vanessa Griffith, who has agreed to accept service on his behalf, at her office of Vinson & Elkins LLP, Trammell Crow Center, 2001 Ross Avenue, Suite 3700 Dallas, TX 75201-2975. At all times relevant to this lawsuit, D'Ermilio was an employee, acting as an agent and representative, of Fox Sports. D'Ermilio engaged in business in the State of Texas, within the meaning of that term as defined by § 17.042, Tex. Civ. Prac. & Rem. Code. This lawsuit arises from and is connected with D'Ermilio's business in Texas.

23. Defendant ERIC SHANKS ("Shanks") is an individual residing in California. Shanks may be served by and through his counsel, Vanessa Griffith, who has agreed to accept service on his behalf, at her office of Vinson & Elkins LLP, Trammell Crow Center, 2001 Ross Avenue, Suite 3700 Dallas, TX 75201-2975. At all times relevant to this lawsuit, Shanks was an employee, acting as an agent and representative, of Fox Sports. Shanks engaged in business in the State of Texas, with in the meaning of that term as defined by § 17.042, Tex. Civ. Prac. & Rem. Code, this lawsuit arises from and is connected with Shanks' business in Texas.

24. Defendant RANDY FREER ("Freer") is an individual residing in California. Freer may be served by and through his counsel, Vanessa Griffith, who has agreed to accept

service on his behalf, at her office of Vinson & Elkins LLP, Trammell Crow Center, 2001 Ross Avenue, Suite 3700 Dallas, TX 75201-2975. At all times relevant to this lawsuit, Freer was an employee, acting as an agent and representative, of Fox Sports. Freer engaged in business in the State of Texas, within the meaning of that term as defined by § 17.042, Tex. Civ. Prac. & Rem. Code. This lawsuit arises from and is connected with Defendant's business in Texas.

V.
Agency

25. At the time of relevant events, all Defendants, including but not limited to general agents, subsidiaries, and all individuals employed by Fox Sports' entities, in connection with the allegations set forth below, were acting as agents of Fox Sports. Defendants acted with the express or implied authority to engage in the acts complained of, and Fox Sports subsequently ratified the conduct complained of.

26. Defendants are jointly and severally responsible for the actions of the various subsidiaries and agents involved in the unlawful termination of Craig James.

VI.
Jurisdiction and Venue

27. This Court has jurisdiction over the parties to this dispute. The amount in controversy is in excess of the jurisdictional minimum for this Court. All parties are amenable to process issuing from this court.

28. Venue is proper in Dallas County, Texas, pursuant to Texas Civil Practice & Remedies Code section 15.001(a)(1) because a substantial part of the events or omissions giving rise to this claim occurred in Dallas County, where Fox Sports Southwest is based.

VII.
Factual Background

Craig James enjoyed a long career in sports broadcasting with major national networks

29. Craig James began his career as a collegiate football player at Southern Methodist University (“SMU”), where he and Eric Dickerson became known as the “Pony Express” for their success as running backs. From there, he played for the Washington Federals (of the United States Football League) before playing five seasons for the New England Patriots, including Pro Bowl and Super Bowl appearances.

30. After retiring from the NFL, James began a long and notable career as a sportscaster. He worked in sportscasting from 1989 until 2012, when he took a break to run for United States Senate. From 1991 until 2012, he worked as a national sportscaster.

31. James first became a radio analyst for SMU games, then a sports anchor for KDFW-TV, and he began appearing on ESPN’s *College GameDay* and *College Football Scorecard* with Lee Corso. In 1996, he joined CBS where he became an analyst on *College Football Today* and the prestigious *The NFL Today*. James was nominated for an Emmy award as a college football studio analyst.

32. James covered everything from the NCAA Men’s Basketball Championship to the Olympics. In 2003, he moved to ABC and eventually began working on ESPN simultaneously.

33. For a total of 14 years, James worked as a highly-respected sportscaster for ESPN where he covered college football in particular. After a long run with ESPN, James departed to run for the recently-vacated United States Senate seat now occupied by Senator Ted Cruz.

34. By then, James enjoyed a successful position with every major national network except for Fox Sports, though Fox Sports had expressed interest in working with James over the years.

Fox Sports recruits and hires Craig James

35. In 2013, James decided he would ease back into sports broadcasting. A mutual friend introduced James to the leadership of TexAgs.com (“TexAgs”), a popular Texas A&M University sports internet platform, and TexAgs then asked him to do a College Preview segment for them to discuss major college football games each week. He agreed to appear on TexAgs.

36. Within 48 hours of that agreement, Heidtke, the General Manager of Fox Sports Southwest (“FSSW”), contacted Craig James about appearing as a college sports analyst on FSSW. Heidtke said he had heard from TexAgs that James was interested in covering college football.

37. Heidtke expressed excitement about James joining the FSSW college coverage.

38. On August 16, 2013, Heidtke brought James to the offices of FSSW where he met with the Executive Producer, Mike Anastassiou, and the parties visited at length. They discussed college sports, including Mike Leach,¹ possible future shows, and other possibilities for working together in the future. They expressed excitement about working together.

¹ In 2009, former Texas Tech Coach Mike Leach accused James of controversy relating to Leach’s treatment of football players including James’ son, Adam, who had suffered a concussion. Texas Tech investigated Adam’s allegations and substantiated them; Leach’s hostile response to the investigation, ultimately led to Leach’s termination. Leach himself publicly blamed Tech’s intense contract negotiations for his termination: “Texas Tech’s decision to deal in lies and fabricate a story which led to my firing includes, but is not limited by, the animosity remaining from last year’s contract negotiations. I will not tolerate such retaliatory action.” Joe Schad, *Leach fired short of Tech’s bowl game*, ESPN.com, (Dec. 31, 2009), available at <http://sports.espn.go.com/ncf/bowls09/news/story?id=4781981> (last visited July 28, 2015). The University announced Leach “continually refused to cooperate in a meaningful way” with them, committed a “defiant act of insubordination,” and sued the University rather than obeying an order. The University named Leach’s lawsuit as its reason for terminating Leach. *Id.* Neither side identified James or his son as the reason for the termination of a troubled relationship.

ESPN continued its relationship with Craig James, who remained as a college sports analyst for more than two more years, when he departed to run for the vacated United States Senate seat now occupied by Ted Cruz. Leach, by contrast, would not resume coaching again until the 2012 season, despite reportedly attempting to obtain a number of coaching positions and bringing a number of legal actions regarding Texas Tech, all of which were summarily dismissed.

39. That day, August 16, Fox Sports hired Craig James. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

40. Shortly thereafter, Fox Sports leaked news of hiring Craig James to various sports blogs and sources.

41. On Friday, August 30, Fox Sports announced that James would be joining Fox Sports, via a press release entitled “FOX SPORTS SOUTHWEST ADDS VETERAN BROADCASTER CRAIG JAMES AS COLLEGE FOOTBALL STUDIO ANALYST”. The press release reads:

Veteran sports broadcaster and former SMU and NFL tailback Craig James has joined FOX Sports Southwest as a college football studio analyst, it was announced today by FOX Sports Southwest Senior Executive Producer Mike Anastassiou.

James will offer analysis on FOX Sports Southwest’s college football postgame shows this fall following primetime games on Saturdays. He’ll be paired with host Erin Hartigan and former NFL quarterback Tony Banks.

He’ll also appear on segments of FOX Sports Southwest’s BIG 12 LIVE wrap-up show.

“We’re excited to add Craig to the FOX Sports Southwest team,” Anastassiou said. “He’s a talented broadcaster who I’ve admired throughout his career. His knowledge of college football and the experience he brings as an analyst will be a tremendous asset to our coverage.”

James has an extensive sports broadcasting career that began in 1989 and has included stints as a college football studio analyst for CBS and ESPN. He also has worked as an NFL and college football game analyst for CBS, college football game analyst for ABC/ESPN, sports anchor at KDFW-TV in Dallas and radio analyst on SMU football games.

At SMU he teamed with Eric Dickerson to form the famed “Pony Express.” He played for the USFL’s Washington Federals from 1983-84 and the NFL’s New England Patriots from 1984-88. He was the Patriots’ Rookie of the Year in 1984

and Most Valuable Player in 1985, in addition to being named the NFL's Offensive Player of the Year in 1985. James started in the 1986 Pro Bowl and in Super Bowl XX.

In addition to his role on the FOX COLLEGE FOOTBALL POSTGAME SHOW, James also will offer insight on segments of BIG 12 LIVE.

BIG 12 LIVE will air Saturdays at 11 p.m. CT and will feature highlights and commentary from the day's Big 12 games.

Ric Renner hosts the one-hour show with College Football Hall of Famer and former New York Giants linebacker Gary Reasons and FoxSportsSouthwest.com correspondent Matt Mosley.

Exh. C (incorporated by reference) (emphasis added).

Fox Sports employs Craig James

42. Fox Sports is an “employer” and James is an “employee” as those terms are defined in the Texas Commission on Human Rights Act, Texas Labor Code section 21.001 *et seq.* At all times relevant to the employment cause of action, James was employed by Fox Sports.

43. On Thursday, August 29, 2013, Craig James attended a Fox Sports Southwest rehearsal for his show on the coming Saturday, August 31. Fox Sports hired James to perform for 13 episodes of its postgame college sports show as well as to give analysis for Big 12 Live for each episode. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

44. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

45. On Saturday, August 31, 2013, pursuant to the parties' agreement, James appeared on Fox Sports Southwest and covered college sports. James received only positive feedback.

Fox Sports terminates Craig James

46. On Sunday, September 1, 2013, the following day, Fox Sports terminated Craig James. Defendant Heidtke called James and informed him that Fox Sports terminated him, effective immediately.

47. James was informed and believes, and upon such information and belief alleges that Fox Sports replaced him with a non-Christian employee who performs the duties that James performed before Fox Sports terminated him.

48. Under oath, Fox Sports executives admitted that James' performance was irrelevant to his termination. Exh. D, p. 75-76 (Deposition of Fox Sports President Eric Shanks).² In fact, the same person who identified himself as a key decision maker testified that he was unaware of James' performance on the job. *Id.*

² After Fox Sports proclaimed it fired him for his beliefs, James consulted counsel who then sent a demand asking for James' reinstatement and eventually filed a Rule 202 proceeding to investigate potential claims against Defendants. Eventually, Fox Sports agreed to provide brief depositions of Fox Sports Southwest's General Manager Jon Heidtke, who hired James, and Fox Sports' President Eric Shanks.

Per an agreement between the parties, Fox Sports also provided some documents – communications relating to James' termination, although James significantly limited his requests, and even after receiving the documents, James, per the parties' agreement, made no further requests and took no further depositions. Only two brief depositions were taken.

49. James never discussed his beliefs about marriage or religion in general on the job.

50. Nevertheless, Fox Sports informed James that Fox Sports fired him due to his beliefs about marriage, which were explicitly religious.

In an answer more than a year prior, James explained his religious beliefs about marriage, relying upon “God,” “the Lord” and the Bible while explaining his beliefs

51. Specifically, Fox Sports terminated James due to a short Christianity-focused statement he made about marriage during a political debate when he ran for United States Senate. (James ran for Senate more than eighteen months before he began working for Fox Sports.) Fox Sports informed James that they terminated him for his statement, even though the statement—and even the few news stories reporting it—explicitly expressed his religious beliefs, repeatedly referring to his beliefs about “God,” “the Lord,” and “Christians” such as himself.

52. When James ran for United States Senate, then-attorney Ted Cruz and Tom Leppert engaged in a debate about Leppert’s participation in a gay-pride parade. An audience member then asked James about his stance on these things, including same-sex unions and benefits, and James responded by citing his biblical beliefs. Some of the first words out of his mouth were: “I’m a guy that believes in a man and a woman . . . Adam and Eve—and what the Bible says.” Exh. E (transcript of comments on this issue during debate, incorporated by reference). He explained that he did not support same-sex unions (even though he was employing an openly-gay chief political consultant) because he believes that he, like everyone else, is “going to have to answer to the Lord” for his or her shortcomings, and thus everyone, including himself, falls short of the glory of God.³ He concluded by emphasizing, a third time, that “as Christians we’ve got to stand up” regarding marriage.

³ For instance, rather than attack Leppert, who explicitly disagreed with him, James instead noted that he was not calling into question Leppert’s Christianity (“I know you’re a Christian – I’m not doubting that, Tom”), but instead James called upon Leppert to “stand up” based upon Christian beliefs.

53. As James explained, he believes marriage is between a man and a woman for biblical reasons, and the Bible – and Christianity – forms the basis of his beliefs on the issue. He repeatedly referenced his beliefs, and repeatedly called upon the audience to “stand up” “as Christians.” The news reports that mentioned James’ statement referred to the religious nature of his beliefs, including the article Fox Sports executives discussed. Those are James’ longstanding and sincere religious beliefs, similar to beliefs held by millions of Christians nationwide.

54. Craig James is a man of faith and integrity, which calls him foremost to show love and kindness to all those around him, regardless of whether they share his beliefs. According to his faith, all people possess intrinsic value, and all people deserve love and respect—including the freedom not to be judged, penalized, or punished for their beliefs. James has personal friends, family members, and professional colleagues on both sides of marriage and family issues, some of whom are themselves gay, lesbian, and transgender. James respects others, including those who disagree with him, as he has throughout his career, and merely hopes for the same respect in turn.

55. Fox Sports circulated an article about James that stereotypes him based upon his Christian beliefs. It assumes James must be motivated by antipathy, but James harbors goodwill towards all people, regardless of sexuality, and hopes that they will come to know the same love that he has, through Christ. *See, e.g.,* 2 Corinthians 5:17-21 (charging all those who have been changed through faith in Christ to take up the “ministry of reconciliation” between God and man). James may not approve of same-sex marriage, but he believes in showing love to each person no matter his or her circumstances.

56. Craig James also believes he stands in no better stead to judge the world than anyone else.⁴ In all his conduct and affairs, James has treated people according to merit and background, from hiring a gay man for his chief political consultant to the way in which he treats individuals on a daily basis.

57. Furthermore, James supports a diverse and inclusive workplace and has even created such a workplace. He forges business relationships across political, racial, sexual, and religious lines. He has worked in a variety of diverse workplaces for decades. He is happy to work with anyone. Moreover, James appreciates the variety of opinions and perspectives that a diverse workplace and diverse world bring. To insinuate otherwise is an attack on James' character and his beliefs, based upon stereotypes about religious persons.

58. Nonetheless, Fox Sports informed James that his short off-the-cuff statement about his beliefs regarding marriage more than a year before was the sole reason Fox Sports terminated him.

Unbeknownst to James, [REDACTED]

59. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

⁴ As James stated in the comment at issue: God is going to “judge *each one of us* in this room for our actions,” (emphasis added) Exh. E, which is a statement of equality, applicable to all men, and a longstanding Biblical belief. See, e.g., Romans 2:6, Eccl. 12:14, 1 Cor. 4:5, 2 Tim. 4:1 (ESV).

Fox Sports then [REDACTED]

60. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

61. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

62. [REDACTED]

[REDACTED]

[REDACTED]

Fox Sports publicly announces James' termination

63. Within 48 hours, Fox Sports publicly terminated Craig James for his religious beliefs. Within a week, they would announce their reason to the world.

64. After informing James they terminated him, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

65. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]⁵

Answering speculation, Fox Sports lambasts James for his beliefs and confirms that Fox Sports fired him for his beliefs

66. At the time it fired him, Fox Sports made no public statement about the reason for terminating James. Instead, Fox Sports issued a comment that James would not be working with them again. In light of speculation, on or about September 6, 2013, Dallas Morning News Reporter Barry Horn asked Fox Sports executives whether Fox Sports terminated James for his beliefs about marriage. Even though most companies rarely comment on personnel matters, Fox Sports' Senior Vice President of Communications responded to the question: “**We just asked ourselves how Craig’s statements would play in our human resources department,’ said a Fox spokesman. ‘He couldn’t say those things here.’**” Exh. J (SportsDay article by Barry Horn, incorporated by reference).⁶

⁵ [REDACTED]

⁶Despite multiple requests, Fox Sports refuses to retract or clarify this statement. See, e.g., Exh. K (retraction and correction requests). Despite the written evidence and public statements, Fox Sports' President Eric Shanks alleged, in a deposition, that this statement was “false,” however, Shanks and Fox Sports still issued no retraction or correction to this statement. Lou D’Ermilio, identified by Fox Sports as the source of the statement, has likewise issued no retraction or correction despite receiving the same requests to do so.

67. Horn then reported, as the headline, that James’ “stance during political campaign reason for his quick exit from FOX Sports SW[.]” Based upon that statement, Horn reported that Fox Sports terminated James over “Washington” politics, specifically, **James’ beliefs about marriage and sexuality.**

James suffers irreparable damage

68. Barry Horn’s article appeared in the Dallas Morning News and was then widely circulated, along with Fox Sports’ comments, among news sources nationwide. It appeared in articles all over the sports and political world, from coast to coast. Many publications berated James for his religious views—while praising Fox Sports for terminating anyone who held such beliefs. In particular, publications gave Fox Sports praise for firing someone with James’ religious beliefs in New York and Los Angeles, where Fox Sports’ executives are based.

69. The public had already learned James’ religious views on marriage; they had been reported in the same article sent to Fox Sports’ executives and reported in a few news pieces at the time. Before Fox Sports’ actions, however, James received inquiries and interest regarding college sports opportunities. As a direct and proximate result of Fox Sports’ actions, James found that even longtime associates suddenly refused to return a simple phone call. Random strangers began harassing James at public events and following him, to the point where, for the first time in his life, he required a personal security escort. He feared for the security of himself and especially his family. Business associates began questioning him about whether he was fit to do business with, referring to Fox Sports’ actions. Business opportunities evaporated. James lost friends, business relationships, and numerous business opportunities as a result of Fox Sports’ actions.

70. In addition, James was shocked and offended that his beliefs about marriage would lead Fox Sports executives to treat him badly and even publicly smear him, since he treats others well regardless of their personal beliefs, and his beliefs call him to love others. James was disappointed that Fox Sports would stereotype Christians and treat him the same way it might treat the few individuals in America who bear ill will towards others on the basis of religion or sexuality.

71. His own agent told him that Fox Sports made him unhirable through its actions. Since then, James sought but has been unable to find a single position in televised sports broadcasting at any level, let alone a level comparable to the numerous positions he has held throughout his career.⁷

Fox Sports remains in breach of its contract with James

72. Fox Sports admits that it believes James should be paid for the work he performed, yet he remains unpaid, even though Fox Sports has known this and known the term of the parties' agreement for years after the work was performed.

73. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

74. James performed the first appearance, as agreed, and regarding that appearance, Fox Sports' President Eric Shanks testified, "I thought it was the fair thing to do to try to get him

⁷ Due to Fox Sports' actions, the only type of broadcasting welcoming James is religious broadcasting relating to marriage and family issues. In order to provide for his family (and mitigate his ongoing damages), James eventually accepted a position with a conservative family-oriented group where he interviews people and covers news on topics related to marriage and family issues. Prior to Fox Sports' statement, James' only reported public statement about such things was the same minute-and-a-half response to a question that Fox Sports says it terminated him for.

Since Fox Sports' statement, James has sought new opportunities but found no further television broadcasting opportunities available in sportscasting. He has instead recently partnered to begin a sports podcast, and although he is hopeful about it, it is incomparable to many of his past opportunities.

paid.” Exh. D, p. 114-15; Exh. B (contract documents). However, Shanks also testified that he had not confirmed that James had been paid for more than six months prior to his testimony. According to his own testimony, Shanks learned before his deposition the “current status,” i.e., that Fox Sports never paid James for the work he performed. (“I guess I thought he had been paid. I didn’t find out until yesterday what the current status was.” Exh. D, p. 114-15.) Shanks and Fox Sports’ counsel learned that James had not been paid for his appearance, and another seventeen months would expire after Shanks’ testimony while the Texas Workforce Commission handled James’ employment discrimination complaint, but still, as of the filing of this petition, Fox Sports still has not paid James. Fox Sports knows James is owed, admits he is owed, yet has refused to pay him for almost two years now.

VIII. **Conditions Precedent**

75. All conditions precedent have been performed or have occurred.

IX. **First Cause of Action** **Violation of Texas Commission on Human Rights Act: Fox Sports discriminated against James when using his religious beliefs as a “motivating factor”**

76. James incorporates paragraphs one (1) through seventy-five (75) as though they are fully set forth herein.

77. Defendants discriminated against James because of his religion in violation of the Texas Commission on Human Rights Act. *See* Texas Labor Code, section 21.125.

78. A motivating factor in Fox Sports terminating James was his expression of sincerely held religious beliefs prior to his hiring by Fox Sports.

79. When James asked, Defendants identified one—and only one—reason for terminating James: his beliefs about marriage, which are explicitly religious in nature.

80.

81. After the termination, Fox Sports announced to the national media that they terminated James for his religious beliefs. A “Fox spokesman” answered questions about James’ sudden departure and, referring to his religious beliefs about marriage, told the national press: “He couldn’t say those things here.” Exh. J (Horn article).

82. James demanded reinstatement and a retraction. To date, Fox Sports has done neither: specifically, for almost two years now, Fox Sports refuses to make a retraction of its initial statement about James.

83. As a direct and proximate cause of Defendants’ religious discrimination and James’ wrongful termination, James incurred and is continuing to incur substantial damages. Accordingly, James seeks recovery of the full measure of relief and damages, including compensatory and punitive damages, provided by the Texas Commission on Human Rights. *See* Texas Labor Code, sections 21.258, 21.2585, and 21.259. James requests that the Court enjoin Defendants from any further unlawful, religious-based discrimination and order Defendants to make James whole by reinstatement, payment of back pay, interest on back pay, court costs and reasonable attorney’s fees. *See* Texas Labor Code, sections 21.258, 21.2585, and 21.259. Moreover, James seeks recovery of damages for future pecuniary losses, emotional pain, suffering, inconvenience, mental anguish, loss of enjoyment of life, other non-pecuniary losses, and punitive damages. *See* Texas Labor Code, section 21.2585.

X.
Second Cause of Action
Violation of Texas Commission on Human Rights Act: Discrimination

84. James incorporates paragraphs one (1) through eighty-three (83) as though they are fully set forth herein.

85. Defendants intentionally discriminated against James because of his religion in violation of the Texas Commission on Human Rights Act. *See* Texas Labor Code, section 21.001 *et seq.*

86. Defendants committed unlawful employment practices against James because of his religion in violation of the Texas Commission on Human Rights Act. *See* Texas Labor Code, section 21.001 *et seq.*

87. Defendants discriminated against James because of his religion in connection with the terms, conditions and privileges of employment in violation of the Texas Commission on Human Rights Act. *See* Texas Labor Code, section 21.051.

88. Defendants discharged James due to his religious beliefs in violation of the Texas Commission on Human Rights Act. *See* Texas Labor Code, section 21.051.

89. Defendants discriminated against James on the basis of religion because of or on the basis of James' religious observance, practice or belief in violation of the Texas Commission on Human Rights Act. *See* Texas Labor Code, section 21.108.

90. Defendants were motivated by James' religious beliefs.

91. When James asked, Defendants identified one—and only one—reason for terminating James: his beliefs about marriage, which are explicitly religious in nature.

92. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

93. After the termination, Fox Sports announced to the national media that they terminated James for his religious beliefs. A “Fox spokesman” answered questions about James’ sudden departure and, referring to his religious beliefs about marriage, told the national press: “He couldn’t say those things here.” Exh. J (Horn article).

94. James demanded reinstatement and a retraction. To date, Fox Sports has done neither: specifically, for almost two years now, Fox Sports refuses to make a retraction of its initial statement about James.

95. Defendants have no legitimate, non-discriminatory reason for their treatment of James.

96. A motivating factor in Fox Sports terminating James was his expression of sincerely held religious beliefs prior to his hiring by Fox Sports.

97. James has sincerely held religious beliefs about marriage and Fox Sports terminated James because of those beliefs.

98. Defendants were able to reasonably accommodate James’ religious observance or practice without undue hardship to the conduct of Defendants’ business, but refused to do so.

99. As a direct and proximate cause of Defendants’ religious discrimination and James’ wrongful termination, James incurred and is continuing to incur substantial damages. Accordingly, James seeks recovery of the full measure of relief and damages, including compensatory and punitive damages, provided by the Texas Commission on Human Rights. *See* Texas Labor Code, sections 21.258, 21.2585, and 21.259. James requests that the Court enjoin

Defendants from any further unlawful, religious-based discrimination and order Defendants to make James whole by reinstatement, payment of back pay, interest on back pay, court costs and reasonable attorney's fees. *See* Texas Labor Code, sections 21.258, 21.2585, and 21.259. Moreover, James seeks recovery of damages for future pecuniary losses, emotional pain, suffering, inconvenience, mental anguish, loss of enjoyment of life, other non-pecuniary losses, and punitive damages. *See* Texas Labor Code, section 21.2585.

XI.
Third Cause of Action
Breach of Contract

100. Plaintiff incorporates paragraphs one (1) through ninety-nine (99) as though they are fully set forth herein.

101. To date, Fox Sports has never paid Mr. James for his services, [REDACTED]
[REDACTED] James began performance of the contract, yet Fox Sports refused further performance and refused payment even for the services already provided. As a result of Fox Sports' breach of the contract, James has been wrongfully prevented from completing performance of the contract.

102. Fox Sports was made aware of this, repeatedly, and, more than a year ago, Fox Sports' president testified that James remained unpaid for the services he provided in 2013, even though Shanks allegedly believed James should be paid. Exh. D, p. 114-15. Yet today, almost two full years after he appeared, Fox Sports still has not paid James for his appearance.

103. James brings this action to recover against defendants for the full contract price minus the cost he would have incurred in completing the contract if defendants had not prevented performance, as well as other contract-related damages, such as consequential damages.

104. Fox Sports had an employment contract with James for James to serve as an on-air college football analyst.

105. Fox Sports breached its contract with James.

106. As a result of Fox Sports breaching the contract, James suffered damages, including damages for breach of contract including but not limited to consequential damages.

XII.

Administrative Prerequisites

107. Plaintiff incorporates paragraphs one (1) through one hundred six (106) as though they are fully set forth herein.

108. On February 25, 2014, James filed a complaint of religious discrimination and retaliation with the Texas Workforce Commission Civil Rights Division (“Commission”) (attached as Exhibit L and incorporated by reference). As part of the Commission’s process, the Commission issued a charge and the parties participated in mediation. On June 5, 2015, James received a notice of the right to file a civil action from the Commission (attached as Exhibit M and incorporated by reference). James brought this action within 60 days of receiving the notice of the right to file a civil action. James has exhausted all administrative prerequisites to bringing this action.

XIII.

Declaratory Judgment

109. Plaintiff incorporates paragraphs one (1) through one hundred eight (108) as though they are fully set forth herein.

110. Pursuant to Tex. Civ. Prac. & Rem. Code § 37.001 *et seq.* and Tex. Labor Code § 21.001 *et seq.* James seeks a declaration from the Court that the conduct and actions of

Defendants as described herein violate his rights and state law, and also constitute a breach of the parties' contract.

XIV.
Damages

111. Plaintiff incorporates paragraphs one (1) through one hundred ten (110) as though they are fully set forth herein.

112. As a result of Defendants' unlawful conduct, James has suffered and will continue to suffer damages in the form of lost back wages, lost future wages/front pay, loss of expected bargain, direct damages, consequential damages, incidental damages incurred as a result of defendants' breach of contract, compensatory damages for future pecuniary losses, emotional pain, suffering, inconvenience, mental anguish, loss of enjoyment of life, and other non-pecuniary losses.

XV.
Exemplary damages

113. Plaintiff incorporates paragraphs one (1) through one hundred twelve (112) as though they are fully set forth herein.

114. James is entitled to punitive damages from Fox Sports because Fox Sports acted with the malice required to support an award of exemplary damages. Fox Sports acted with a specific intent to cause injury to James as well as with conscious indifference to the rights, safety, or welfare of James with actual awareness that its conduct involved an extreme degree of risk of harm to James. In particular, Fox Sports knew its actions would harm James, and it knew it should pay James, but it still refused to either take proper actions or ameliorate its wrongful actions.

115. James is also entitled to punitive damages from Fox Sports because each individual named in this action were principals and employed in a managerial capacity for Fox Sports and/or Fox Sports Southwest, and, in doing the acts described in this petition, they were acting within the scope of their respective employment. Furthermore, Fox Sports executives, including President Eric Shanks, ratified Shanks' actions as well as those of other individuals named in this action, such as Defendants Heidkte and Krolik, who, among other things, still knowingly refuse to pay James almost two years later.

116. Additionally, defendants engaged in religious discrimination with malice or reckless indifference to James' rights. Defendants even announced they had done so publicly, and have stood by that statement since its publication.

117. Defendants failed to reinstate James despite a request. Defendants also failed to issue any retraction or correction to their public claim that they fired him for his beliefs, despite requests to do so, and James is thus entitled to exemplary damages.

XVI. **Attorneys' Fees**

118. Plaintiff incorporates paragraphs one (1) through one hundred seventeen (117) as though they are fully set forth herein.

119. Plaintiff is entitled to an award of attorneys' fees against Defendant pursuant to the laws of the State of Texas, including but not limited to Tex. Civ. Prac. & Rem. Code §§ 37.001 *et seq.*, 38.001 *et seq.*, and Tex. Labor Code §§ 21.125, 21.259.

120. James is entitled to recover from the defendants all pay-services in the preparation and prosecution of this action as well as a reasonable fee for any and all appeals to other courts.

121. Additionally, fees are due for breach of contract, services rendered, and labor performed. On July 31, 2015, after several prior demands for reinstatement and payment, James

specifically demanded payment for those items, even though such demand had been made previously in demands for mitigation and damages. Defendants and their counsel were also made aware at the deposition of Eric Shanks, and acknowledged in the transcript, their failure to pay James for services rendered, labor performed, and breach of contract. Exh. D, p. 114-15.

122. At the time of filing this petition, Fox Sports has refused the request. As a result of Defendants' repeated refusals regarding payment, James has been required to obtain legal counsel to bring this action. James is therefore entitled to recover an additional sum to compensate him as a reasonable attorneys' fee; in the event of an appeal to the Supreme Court, James would be entitled to an additional appellate attorneys' fee.

XVII.
Jury Trial

123. Plaintiff demands a jury trial on all issues triable to a jury and tenders the appropriate fees with this Petition.

XVIII.
Request for Disclosure

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

XIX.
Prayer for Relief

WHEREFORE, Plaintiff respectfully requests and prays that the Court grant the following relief:

1. Judgment against Defendants for back wages, plus interest at the legal rate from the date of James' termination, September 1, 2013, until the date of judgment in an amount within the jurisdictional limits of the court.

2. Judgment against Defendants for the present value of front pay due to the plaintiff for the period following the date of the judgment, calculated as of the date of the judgment.
3. Judgment against Defendants for compensatory damages, including consequential damages.
4. An award of punitive and/or exemplary damages against Defendants in a sum determined by the trier of fact.
5. Interest after judgment at the legal rate until paid.
6. A declaration that the conduct and actions of Defendants as described herein violate Plaintiff's rights and state law.
7. An award of costs and attorneys' fees pursuant to Chapter 21 of the Texas Labor Code and Chapters 37 and 38 of the Texas Civil Practice and Remedies Code.
8. Any other and further relief to which Plaintiff is entitled.

Respectfully Submitted,

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