

case and other matters during the interview. Coach Briles believed that Welch and Brown were looking after his interests in all respects. Meanwhile, between April 7, 2016 and this date, Welch and Brown have:

(1) waived Service of Process on behalf of Coach Briles without informing Coach Briles or seeking his permission;

(2) made public comments on behalf of Coach Briles without his permission or even notifying Coach Briles (*See, e.g., Documents: BU, Briles Want to Settle Rape Victim's Lawsuit Quickly*, GRAY TELEVISION 10 KWTX, (June 10, 2016), <http://www.kwtx.com/content/news/Documents--BU-Briles-want-to-settle-rape-victims-lawsuit-quickly-382526751.html>, attached as Ex. A);

(3) requested an extension of time to settle this lawsuit and implied to the Court that all defendants agreed and requested an extension of time without ever informing or conferring with Coach Briles;

(4) used statements, text messages, emails, and other personal information obtained for the purpose of this litigation in the above-referenced interview with Coach Briles in support of Baylor University's termination of Coach Briles from his job as Head Football Coach on May 26, 2016;

(5) scheduled a mediation with the Plaintiff in this litigation for this Friday, June 17, 2016, without ever notifying Coach Briles;

(6) failed to honor the attorney-client relationship, the attorney-client privilege, and Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas¹ relating to conflicts

¹ Specifically, under Article X of the Disciplinary Rules, attorneys Welch and Brown have violated Rule 1.02(a)(1) and (2); Rule 1.03(a) and (b); Rule 1.05(a) and (b)(1)(II) and (2) and (4); Rule 1.06(b)(1) and (e); Rule 1.08(f); Rule 3.04(a) and Rule 3.07(a).

of interest and confidentiality by continuing to represent Coach Briles after using his personal information obtained for purposes of this litigation, to support his termination and thereby take advantage of a direct conflict of interest. Attached as Exhibit B to this pleading is a letter sent to the Baylor Office of the General Counsel that provides a complete recitation of these facts.

It is also clear that any joint representation of Baylor University and Coach Briles before after his termination resulted in liability to Coach Briles for damages under Texas statutory and common law for breach of contract, fraud, libel and slander, misrepresentation, breach of fiduciary duty, negligence, and intentional infliction of emotional distress, among others.

II. RELIEF REQUESTED

WHEREFORE, Defendant Art Briles prays for the following:

1. Substitution of counsel for Defendant Art Briles to be represented by Ernest H. Cannon and Janet Hansen;
2. Clarification of Defendant Baylor University's Board of Regents' Motion to Extend the Time for Filing an Answer;
3. A Court Order requiring attorneys Welch and Brown to refrain from continued violation of the attorney-client relationship and the attorney-client privilege by ceasing all use of any information obtained through the representation of Defendant Art Briles against him in any termination proceedings, mediations, or arbitrations.
4. A Court Order requiring attorneys Welch and Brown to produce all statements, text messages, emails, oral or video recordings, interview notes, and any information of any kind obtained in the representation of Defendant Art Briles.

Dated: June 16, 2016

Respectfully Submitted,

/s/ Ernest H. Cannon

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**ATTORNEYS FOR
DEFENDANT ART BRILES**

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing pleading was served upon opposing counsel on June 16, 2016, via the Court's ECF/CMF electronic filing and service system as follows:

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