

of the President, Baylor University, One Bear Place #97096, Waco, Texas 76798–7096 or wherever Dr. Garland may be found.

4. Defendant Dr. David E. Garland is the Interim President of Baylor University and is being sued in his official capacity. Dr. Garland may be served at the Office of the President, Baylor University, One Bear Place #97096, Waco, Texas 76798–7096 or wherever Dr. Garland may be found.

5. Defendant Reagan Ramsower is the Senior Vice President for Operations & Chief Financial Officer for Baylor University and a resident of McLennan County, Texas. Mr. Ramsower may be served at his office, One Bear Place #97006, Waco, Texas 76798–7006 or wherever Mr. Ramsower may be found.

6. Defendant James Cary Gray is a member of the Board of Regents of Baylor University and is a resident of Harris County, Texas. Mr. Gray can be served at his office, 1300 Post Oak Blvd # 2000, Houston, Texas 77056 or wherever Mr. Gray may be found.

7. Defendant Ronald D. Murff is a member of the Board of Regents of Baylor University and is a resident of Dallas County, Texas. Mr. Murff can be served at his office, 15950 N. Dallas Parkway, Suite 300, Dallas, Texas 75248 or wherever Mr. Murff may be found.

8. Defendant David H. Harper is a member of the Board of Regents of Baylor University and is a resident of Dallas County, Texas. Mr. Harper can be served at his office, 2323 Victory Avenue, Suite 700, Dallas, Texas 75219 or wherever Mr. Harper may be found.

9. Defendant Dr. Dennis R. Wiles is a member of the Board of Regents of Baylor University and is a resident of Tarrant County, Texas. Dr. Wiles can be served at his office, 301 South Center St, Arlington, Texas 76010 or wherever Dr. Wiles may be found.

10. Defendant Pepper Hamilton, LLP is a limited liability partnership and law firm with its principal headquarters in Philadelphia, Pennsylvania. Pepper Hamilton, LLP is a non-resident

of the State of Texas and does not have a registered agent for service. Therefore, Pepper Hamilton, LLP may be served through the Texas Secretary of State at Service of Process, Secretary of State, P.O. Box 12079, Austin, Texas 78711–2079. The Secretary of State may forward the copies of the process papers to Pepper Hamilton, LLP at Two Logan Square, 18th and Arch Street, Philadelphia, Pennsylvania 19103.

III. JURISDICTION & VENUE

11. The damages sought in this case exceed the minimal jurisdictional limits of Dallas County Judicial District Courts.

12. Venue is proper in Dallas County, Texas, because a suit for damages for libel or slander shall be brought and can only be maintained in the county in which the plaintiff resided at the time of the accrual of the cause of action, or in the county in which the defendant resided at the time of filing suit, or in the county of the residence of defendants, or any of them, or the domicile of any corporate defendant, at the election of the plaintiff. TEX. CIV. PRAC. & REM. CODE § 15.017. Venue is proper in Dallas County, Texas because one or more of Defendants reside in Dallas County, Texas. Venue is also proper because Plaintiff properly joined two or more claims or causes of action arising from the same transaction, occurrence, or series of transactions or occurrences, and one of the claims or causes of action is governed by the mandatory venue provisions. TEX. CIV. PRAC. & REM. CODE § 15.004.

13. Pursuant to Rule 47 of the Texas Rules of Civil Procedure, Plaintiff is seeking relief over \$1,000,000.00.

IV. JURY DEMAND

14. Plaintiff demands a trial by jury.

V. FACTUAL SUMMARY

15. Colin Shillinglaw was hired by Baylor University (the “University”) in 2008 to

serve as the Director for Football Operations with the Baylor football program. He joined the program with head coach Art Briles after serving in the same capacity on Coach Briles' staff at the University of Houston. During Mr. Shillinglaw's time at the University, there were no complaints regarding Mr. Shillinglaw's performance. More importantly, there were no complaints regarding Mr. Shillinglaw's conduct or how he handled student complaints.

16. Unfortunately, in 2015, the University came under national scrutiny due to allegations surrounding the improper management of student complaints regarding sexual assault and sexual harassment on campus. In an effort to determine the extent of the issues facing the University, the Baylor Board of Regents hired Pepper Hamilton, LLP ("Pepper Hamilton") to perform an independent investigation on the campus. Pepper Hamilton began its investigation in September 2015, and orally presented its findings to the Baylor Board of Regents on May 13, 2016.

17. Pepper Hamilton's presentation to the Baylor Board of Regents addressed multiple issues, including numerous statements focusing on Mr. Shillinglaw. These statements apparently alleged Mr. Shillinglaw improperly discharged his duties with the University.¹ Not only were these statements false, they were reckless, deceptive, and defamatory. Upon information and belief, these defamatory statements stemmed from an alleged student complaint against an athlete in 2013.

18. At the time of the alleged complaint in 2013, Defendant Regan Ramsower was the head of Baylor's Department of Public Safety and responsible for handling any student complaints. In fact, Defendant Ramsower would have been responsible for handling and investigating any alleged complaint, not Mr. Shillinglaw. However, Defendant Ramsower provided false and

¹ A Baylor University media communication from May 26, 2016 included statements from Pepper Hamilton attorneys claiming that there was "a failure within football, the Athletics Department, and the University as a whole."

defamatory statements to Pepper Hamilton and/or the Baylor Board of Regents regarding Mr. Shillinglaw's involvement and conduct.

19. Following the oral presentation from Pepper Hamilton, Mr. Shillinglaw was told that he needed to meet with University officials to discuss the Pepper Hamilton report. On May 26, 2016, Mr. Shillinglaw met with the University officials and his employment was terminated, although he was later suspended with the intent to terminate. It was made clear that Mr. Shillinglaw's suspension was the result of Defendant Ramsower's defamatory statements and Pepper Hamilton's defamatory statements. Neither Defendant Ramsower nor Pepper Hamilton have retracted the defamatory statements.

20. Following his termination and subsequent suspension, Mr. Shillinglaw requested the explicit basis for his termination other than the vague references to the Pepper Hamilton report. This request was denied. Nonetheless, that did not prevent a source from within Baylor University to inform media outlets such as USA Today and Sporting News that Mr. Shillinglaw's termination and/or suspension was a result of the defamatory accusations made in the Pepper Hamilton report.

21. Following the presentation from Pepper Hamilton, the Baylor Board of Regents clearly and unambiguously stated it would not provide any information regarding the Pepper Hamilton report outside of the thirteen page summary it circulated in May 2016. That position changed, though, when the Baylor Board of Regents, on the advice of a retained marketing firm, began giving interviews to various media outlets, including The Wall Street Journal, The New York Times, USA Today, "60 Minutes Sports," The Dallas Morning News, and the Waco Tribune Herald. The apparent objective was to create a narrative about the Baylor football staff and administration.

22. Thereafter, beginning in July 2016, Defendants Ronald Dean Murff, J. Cary Gray, David Harper, and Dr. Dennis R Wiles (the "Baylor Regents") gave interviews to media outlets,

and continued to make reckless, deceptive, inaccurate, and defamatory statements regarding Mr. Shillinglaw and the Baylor football administration. In a July 24, 2016 interview with the Waco Tribune Herald, Defendant Murff made defamatory statements regarding the football program and how its administration (including Mr. Shillinglaw) had handled allegations of off-field conduct.²

23. The Baylor Regents continued to make defamatory statements during interviews with the Wall Street Journal (for an article published October 28, 2016) and the Dallas Morning News (for articles published November 4, 2016). In the Wall Street Journal article, Defendant Gray and Defendant Murff revealed that “17 women [had] reported sexual or domestic assaults involving 19 players.” Defendant Gray told the Wall Street Journal that “[t]here was a cultural issue [at Baylor] that was putting winning football games above everything else, including our values,” directly putting the blame on Mr. Shillinglaw and the football administration. These statements were reckless, deceptive, inaccurate, and defamatory statements regarding Mr. Shillinglaw and the Baylor football administration.

24. One week later, the Baylor Regents gave an interview to the Dallas Morning News which was published in two separate articles. Defendant Gray again defamed Mr. Shillinglaw and the Baylor football administration, stating that a system was in place where Coach Briles “delegated down discipline” and that Coach Briles “was the last to know.”

² Defendant Murff specifically made the following statements:

- “How can a coach coach the athlete -- deciding when he plays, doesn't play, whether he plays first team, second team, third team -- and then also make a decision about how involved was [that player] in whatever is being alleged [off the field]? That's a conflict of interest. Common sense would tell you that, in addition to Title IX, when you have some of these issues, you need to kick them over to the administration and to the proper part of the school that has special training in things like trauma and, say, how to ask sensitive questions.”
- “I'm not sure I can tell you what went wrong, but it did go wrong. . . . Common sense would tell you: ‘If I hear that kind of information as a coach, I don't want to be the one to make that decision. That needs to get to an unrelated party who has more training or more knowledge in these matters. It's just not proper for me to do that.’ Why that didn't happen when those issues came up with football in this example? Why didn't they move them over [to Title IX]? I don't know. But they didn't and that's what we found, that's what we disclosed and that's what we have to fix.”
- “We have disclosed that there were some issues with what happened in certain instances and we've taken action to try and rectify those problems.”

25. The goal of the Baylor Regents' narrative was clearly to show that the leadership in the football program was the issue. To reinforce this perception, the Baylor Regents have constantly pointed to the terminations of football personnel as their solution. In the interview with the Dallas Morning News, the Baylor Regents stated that the leadership changes were made because, “. . . based on the Pepper Hamilton findings, the football program needed new leadership.” This constant reiterating of the leadership changes is not new; in fact, the Baylor Regents and Baylor officials have relied on the terminations of Baylor football leadership (including Mr. Shillinglaw) as the solution since May 2016 (and as recently as January 28, 2017).³

26. Finally, the Baylor Regents were adamant that “athletic leaders absolutely did not defer to Ramsower,” who was responsible for Title IX compliance before a proper Title IX Coordinator was hired in 2014. This false and defamatory allegation is again nothing more than trying to pin the shortcomings of the University administration onto the football staff and football administration (including Mr. Shillinglaw).

27. All of these articles, which were republished or referenced in various other news outlets across the country, continue to methodically create the narrative that the Baylor football program was out of control—a narrative that clearly defamed Mr. Shillinglaw or anyone else associated with the Baylor football staff and administration.

28. None of the Baylor Regents have retracted their defamatory statements. All defamatory communications about Mr. Shillinglaw were published.

³ In addition to relying on “the firing of top leaders” in the Dallas Morning News article, the University has triumphed these terminations as solutions beginning in May 2016. In a media communication, the University claimed “members of the Administration and Athletics program have also been dismissed” to show steps towards correcting the perceived problem. Now, more than eight months later (and in response to yet another lawsuit with rape allegations), the University is still defaming Mr. Shillinglaw by stating that “leadership changes in the administration and athletic department” have helped correct the issues at the University.

VI. CAUSES OF ACTION

A. LIBEL & SLANDER

29. All previous allegations are incorporated herein by reference.

30. Mr. Shillinglaw is a private individual and is neither a public official nor a public figure for any purpose.

31. Defendants are all non-media defendants.

32. The foregoing statements made and published by Defendants were statements of fact that were false, both in their particular details and in the main point, essence, or gist in the context in which they were made.

33. The foregoing statements made and published by Defendants directly and/or indirectly referred to Mr. Shillinglaw.

34. The foregoing statements made and published by Defendants were libelous per se because they injured Mr. Shillinglaw's reputation and have exposed Mr. Shillinglaw to public hatred, contempt, or ridicule, and/or financial injury.

35. The foregoing statements made and published by Defendants were libelous per se because they impeach Mr. Shillinglaw's honesty, integrity, virtue, and/or reputation.

36. The foregoing statements made and published by Defendants were libelous per se and slanderous per se because they injured Mr. Shillinglaw in his office, profession, and/or occupation.

37. The foregoing statements made and published by Defendants were libelous per se and slanderous per se to the extent they falsely charged Mr. Shillinglaw with the commission of a crime or failure to report a crime.

38. In the alternative, the foregoing statements made and published by Defendants were libelous and/or slanderous through innuendo and/or implication.

39. Defendants are strictly liable for the damages caused by the libel and/or slander.

40. Alternatively, Defendants knew the foregoing defamatory statements were false or were reckless with regard to whether the statements of fact were false.

41. Alternatively, Defendants knew or should have known the defamatory statements were false.

42. Mr. Shillinglaw is entitled to recover nominal damages, general damages, special damages, and/or exemplary damages.

B. TORTIOUS INTERFERENCE WITH EXISTING CONTRACT

43. All previous allegations are incorporated herein by reference.

44. Mr. Shillinglaw had a valid contract and Defendants knew of the contract and/or had knowledge of the facts and circumstances that would lead Defendants to believe Mr. Shillinglaw had a valid contract.

45. Defendants' tortious conduct willfully and intentionally interfered with the contract.

46. Defendants tortious conduct proximately caused Mr. Shillinglaw's injury.

47. Mr. Shillinglaw suffered actual damages and/or loss due to Defendants' tortious interference.

C. AIDING & ABETTING

48. All previous allegations are incorporated herein by reference.

49. Each Defendant has committed the foregoing torts of libel, slander, and/or tortious interference with an existing contract. Each Defendant had knowledge that each co-Defendant's conduct constituted libel, slander, and/or tortious interference with an existing contract. Each Defendant intended to assist, and did actually assist and/or encourage each co-Defendant in committing the libel, slander, and/or tortious interference with an existing contract. Each

Defendants' assistance and/or encouragement was a substantial factor in causing the libel, slander, and/or tortious interference with an existing contract.

50. Each Defendant has committed the foregoing torts of libel, slander, and/or tortious interference with an existing contract. Each Defendant provided substantial assistance to each co-Defendant in committing the libel, slander, and/or tortious interference with an existing contract. Each Defendants' own conduct was a breach of duty to Mr. Shillinglaw. Each Defendants' participation was a substantial factor in causing the libel, slander, and/or tortious interference with an existing contract.

D. CONSPIRACY

51. All previous allegations are incorporated herein by reference.

52. Defendants acted together to accomplish the libel, slander, and/or tortious interference with an existing contract. Defendants had a meeting of the minds on the object or course of action and committed one or more of the unlawful, overt acts detailed above.

53. Defendants are jointly and severally liable for the injuries Mr. Shillinglaw suffered as a proximate result of Defendants' wrongful actions.

E. RATIFICATION

54. All previous allegations are incorporated herein by reference.

55. Each Defendant ratified the libel, slander, and/or tortious interference with an existing contract committed by all other Defendants through approving such conduct after acquiring full knowledge of the same with the intent of giving validity to the tortious conduct.

F. RETRACTION

56. All previous allegations are incorporated herein by reference.

57. Pursuant to the Texas Civil Practices and Remedies Code, Mr. Shillinglaw requests that Defendants correct, clarify, or retract the statements detailed above. The statements were

defamatory by: (1) injuring Mr. Shillinglaw's reputation and have exposed Mr. Shillinglaw to public hatred, contempt, or ridicule, and/or financial injury; (2) by impeaching Mr. Shillinglaw's honesty, integrity, virtue, and/or reputation; (3) by injuring Mr. Shillinglaw in his office, profession, and/or occupation; and (4) by falsely charging Mr. Shillinglaw with the commission of a crime or failing to report a crime.

VII. DAMAGES

58. All previous allegations are incorporated herein by reference.

59. Mr. Shillinglaw is entitled to nominal damages, general damages, and actual damages for Defendants' libel and slander, including compensation for injury to his reputation.

60. Mr. Shillinglaw is entitled to exemplary damages pursuant to Chapter 41 of the Texas Civil Practices and Remedies Code because Defendants acted with malice.

61. Mr. Shillinglaw is entitled to actual damages and exemplary for Defendants' tortious interference with his existing contract.

VIII. PRAYER

WHEREFORE PREMISES CONSIDERED, Plaintiff Colin Shillinglaw asks that the Court issue citation for each Defendant to appear and answer, and that Plaintiff be awarded a judgment against Defendants for the following:

- a) Nominal damages;
- b) General damages;
- c) Actual damages;
- d) Special damages;
- e) Exemplary damages;
- f) Pre- and post-judgment interest;
- g) Costs of court; and

- h) Such further relief, both general and special, at law or in equity, to which Plaintiff may show himself to be justly entitled.

Respectfully submitted,

WEST, WEBB, ALLBRITTON & GENTRY, P.C.
1515 Emerald Plaza
College Station, Texas 77845-1515
Telephone: (979) 694-7000
Facsimile: (979) 694-8000

By: /s/ Gaines West
GAINES WEST
State Bar No. 21197500
Email: gaines.west@westwebblaw.com
JOHN "JAY" RUDINGER, JR.
State Bar No. 24067852
Email: jay.rudinger@westwebblaw.com

ATTORNEYS FOR PLAINTIFF