

CAUSE NO. 15-000505-CV-272

JOHNNY J. CHAVIS, Plaintiff,	§	IN THE DISTRICT COURT
	§	
	§	
V.	§	____ JUDICIAL DISTRICT
	§	
	§	
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE, AND TEXAS A&M UNIVERSITY Defendant	§ § § § § § § § § §	BRAZOS COUNTY, TEXAS

PLAINTIFF’S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW JOHNNY J. CHAVIS, Plaintiff, and bring this his Original Petition and in support would show the Court the following:

I.

DISCOVERY CONTROL PLAN LEVEL

Plaintiff intends that discovery be conducted under Discovery Level 2.

II.

PARTIES AND SERVICE

A. Plaintiff, **Johnny J. Chavis**, is a resident of Brazos County, Texas and brings this lawsuit individually.

B. Defendant, **the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (LSU)** may be served by serving all of the following individuals: (1) the Honorable James D. “Buddy” Caldwell, Attorney General, 1885 N. Third Street, Baton Rouge, LA 707802; (2) Ann D. Duplessis, Chair, Board of Supervisors, Louisiana

State University, 6600 Plaza Drive, New Orleans, LA 70127; *and* (3) Brian T. Nichols, Executive Director, Office of Risk Management – Louisiana State University, South Stadium Rd., Baton Rouge, LA 70803.

C. Defendant, **Texas A&M University – College Station, Texas**, is joined in this action because they are an indispensable party based on the facts of this case, and may be served by serving Mark Hussey, Interim President of Texas A&M University, at 1246 TAMU, Texas A&M University, College Station, Texas 77843-1248.

III.

JURISDICTION AND VENUE

A. The subject matter in controversy is within the jurisdictional limits of this court.

B. This court has jurisdiction over Plaintiff as he is a resident of Brazos County, Texas.

This court has jurisdiction over Defendant Texas A&M University because it is a Texas educational institution that contracted with Plaintiff to pay all buyout costs associated with Plaintiff's previous contract with Defendant LSU. This court has jurisdiction over Defendant LSU because said Defendant LSU purposefully availed itself of the privilege of conducting activities in the State of Texas and established minimum contacts sufficient to confer jurisdiction over Defendant LSU, and the assumption of jurisdiction over Defendant LSU will not offend traditional notions of fair play and substantial justice and is consistent with the constitutional requirements of due process. Plaintiff would show that Defendant LSU has had continuous and systematic contacts within the State of Texas sufficient to establish general jurisdiction over said Defendant LSU. Plaintiff would also show that the cause of action arose from or relates to the contacts of Defendant LSU to the State of Texas, thereby conferring specific jurisdiction with respect to said

Defendant. Furthermore, Plaintiff would show that Defendant LSU has engaged in activities constituting business in the State of Texas as provided by Section 17.042 of the Texas Civil Practice and Remedies Code and is subject to this State's jurisdiction pursuant to by Section 17.042 of the Texas Civil Practices and Remedies Code.

C. Venue in Brazos County, Texas is proper in this cause under Section 15.002(a)(3) of the Texas Civil Practices and Remedies Code because Brazos County is the county of Defendant Texas A&M University's principal office in Texas. Venue in Brazos County, Texas is also proper under Section 15.002(a)(1) of the Texas Civil Practice and Remedies Code because all or a substantial part of the events or omissions giving rise to this lawsuit occurred in Brazos County, Texas. Alternatively, venue in Brazos County, Texas is also proper under Section 15.002(a)(4) of the Texas Civil Practices and Remedies Code because Plaintiff resided in Brazos County, Texas at the time of the accrual of the cause of action pleaded herein.

IV.

FACTS

Plaintiff Johnny J. Chavis is recognized as one of the most talented defensive coordinators in college football. After lettering in football at the University of Tennessee from 1976 to 1978, Coach Chavis began a distinguished coaching career that included employment with the University of Tennessee as a graduate assistant in 1979, as a defensive line coach and defensive coordinator at Alabama A&M (1980-1988), and returned to the University of Tennessee from 1989 to 2008 as a linebackers' coach and defensive coordinator.

On January 1, 2009, Chavis entered into an Employment Agreement with the Board of Supervisors of Louisiana State University and Agricultural and Mechanic College (hereafter as

“LSU”) and joined Head Coach Les Miles’ coaching staff at LSU as a defensive coordinator and linebackers’ coach. The original term of Chavis’ Employment Agreement with LSU was from January 1, 2009 to December 31, 2011. On January 1, 2012, Chavis and LSU agreed to an Amendment to the Employment Agreement (“Amendment”), which served to extend Chavis’ employment with LSU from January 1, 2012 (“Start Date”) to December 31, 2014 (“End Date”). Under the Amendment, the Employment Agreement would commence on the Start Date and conclude on the End Date unless terminated in accordance with Section 12 of the Employment Agreement.

Section 12 of the Employment Agreement was altered by the Amendment with respect to Section 12(c) relating to Termination by Chavis without cause. Under Section 12(c)(1) of the Amendment, Chavis was accorded the right to terminate his Employment Agreement with LSU without cause upon thirty (30) days written notice to LSU. Further, Section 12(c)(1) of the Amendment provides that upon Chavis’ notice of termination of the Employment Agreement without cause, Chavis’ compensation and benefits under the Employment Agreement would terminate on the “termination date”, which **“...shall be no later than thirty days after the written notice is provided to LSU...”** In other words, the “termination date” for purposes of Chavis’ termination of the Employment Agreement without cause will be dated 30 days from the date Chavis gives LSU written notice of his notice to terminate his employment with LSU.

The Amendment also provides that should Chavis terminate the Employment Agreement without cause, Chavis may be responsible for paying liquidated damages to LSU in lieu of any and all other remedies available to LSU. Chavis’ obligation, if any, to pay liquidated damages to LSU in the event of his termination of the Employment Agreement without cause

depends on the remaining months left on the Employment Agreement. If the remaining months on the contract are between zero (0) to eleven (11) months, there are no (\$0.00) liquidated damages owed by Chavis to LSU. However, if there are between 11 months to 23 months, the liquidated damages that may be owed by Chavis are \$400,000.00. To the extent that liquidated damages are available to LSU, the liquidated damages may be waived at the discretion of the Chancellor and approval of the President of LSU.

On or about January 10, 2013, Chavis, Miles and Joe Alleva, LSU's Vice-Chancellor and Director of Athletics, agreed to extend Chavis' Employment Agreement from December 31, 2014 to December 31, 2015. After completion of LSU's 2014 regular season, Chavis, Miles and Alleva began discussions about another extension of Chavis' Employment Agreement. By mid-December 2014, an impasse occurred in the contract extension negotiations between Chavis and LSU.

On January 2, 2015, only two days after LSU's bowl game, Joe Alleva directed a letter to Chavis demanding that Chavis immediately pay \$400,000.00 to LSU as liquidated damages according to Alleva's interpretation of Section 12(c) of the Amendment. On January 5, 2015, Chavis gave his written notice to LSU of his notice to terminate the Employment Agreement without cause. Based on Chavis' notice of termination on January 5, 2015, the "termination date" according to the Amendment was effective thirty days after the written notice served to LSU or February 4, 2015, which falls within the 11th month remaining on Chavis' Employment Agreement. According to Section 12(c)(1)(a) of the Amendment, Chavis does **not** owe LSU liquidated damages. Despite the facts and clear language of the Amendment, LSU continues to assert that it is due \$400,000.00 from Chavis as liquidated damages for his termination without

cause effective February 4, 2015.

Following Chavis' notice of termination on January 5, 2015, Chavis moved to Bryan, Texas and purchased a home located in Bryan, Texas. Chavis is now employed by Texas A&M University (A&M) in College Station, Texas. Effective February 12, 2015, A&M is currently obligated to satisfy or cause to be satisfied the liquidated damages, if any, associated with Chavis' previous Employment Agreement with LSU. While A&M has affirmed its commitment to honor its obligations under its agreement with Chavis with respect to satisfying or causing to be satisfied the liquidated damages, if any, due LSU under Chavis' previous Employment Agreement with LSU, A&M is unwilling to tender the liquidated damages demanded by LSU because it does not believe that liquidated damages are called for under the Employment Agreement as mentioned above.

Chavis now seeks declaratory relief from the Court to construe the provisions of the Amendment and determine whether LSU is entitled to \$400,000.00 in liquidated damages, if any, and in the event the Court rules that LSU is entitled to liquidated damages, Chavis seeks declaratory relief to determine the amount of liquidated damages, if any, that A&M is required to pay to LSU on Chavis' behalf.

V.

PETITION FOR DECLARATORY JUDGMENT

Chavis incorporates the foregoing paragraphs by reference herein. Pursuant to Chapter 37 of the Texas Civil Practices Remedy Code, Chavis seeks a declaratory judgment from this Court declaring that Chavis is not obligated to pay LSU liquidated damages as a result of his termination of the Employment Agreement without cause, and in the event that the Court rules

that LSU is entitled to liquidated damages, to determine the amount of liquidated damages that A&M is obligated to pay LSU, if any, on Chavis' behalf.

Relief Requested

There exists a genuine controversy between the parties herein that would be terminated by the granting of declaratory judgment. Plaintiff therefore requests that declaratory judgment be entered as follows:

Plaintiff is not obligated to pay LSU liquidated damages as a result of his termination of the Employment Agreement without cause. Alternatively, if the Court rules LSU is in fact entitled to liquidated damages, Plaintiff requests the Court to determine the amount of liquidated damages, if any, due LSU under Chavis' previous Employment Agreement.

Plaintiff reserves the right to amend or supplement additional requests for declaratory relief from the Court.

VI.

ATTORNEY'S FEES

Pursuant to Section 37.009 of the Texas Civil Practice and Remedies Code, request is made by Plaintiff for all costs and reasonable and necessary attorney's fees incurred by Plaintiff herein, including all fees and costs necessary in the event of an appeal of this cause to the Court of Appeals, the Supreme Court of Texas and the United States Supreme Court.

VII.

PRAYER

WHEREFORE, PREMISES CONSIDERED, JOHNNY J. CHAVIS, Plaintiff prays that Defendant Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (LSU) and Defendant Texas A&M University be cited to appear and answer herein, and that on final trial hereof that the declaratory judgment be granted as requested herein; that

judgment be entered in favor of Plaintiff; that Plaintiff be awarded all court costs and reasonable and necessary attorney's fees incurred in prosecution of the claims made herein, and for such other and further relief that may be awarded at law or in equity.

Respectfully submitted,

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By:



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