

CAUSE NO. _____

TAMMY REEVES, INDIVIDUALLY §
AND ON BEHALF OF THE ESTATE OF §
DENNIS REEVES, DECEASED, AND AS §
NEXT FRIEND OF D██████ R██████, A §
MINOR, AND AUSTIN REEVES, §
JOYCE JONES, AND JIMMY JONES §
Plaintiffs §

IN THE DISTRICT COURT OF

vs. §

JEFFERSON COUNTY, TEXAS §

KIRBYVILLE CONSOLIDATED §
INDEPENDENT SCHOOL DISTRICT, §
ET AL, §
Defendants §

_____ DISTRICT COURT

PLAINTIFFS' ORIGINAL PETITION

To the Honorable Judge of Said Court:

Comes Now, Tammy Reeves, Individually and on behalf of the Estate of Dennis Reeves, deceased, and as next friend of D██████ R██████ a minor, Austin Reeves, Joyce Jones and Jimmy Jones, Plaintiffs, complaining of Kirbyville Consolidated Independent School District (KCISD), Bryan Independent School District (BISD), Region 5 Education Service Center, Thomas Wallis, Chad George, Joey Davis, Clint Smith, Dustin Rutherford, Stacie Rutherford, William Thomas Brockman, Debra Brockman, Amy Brockman Fountain, Marcia Morgan, and Georgia Sayers, Defendants, and for cause of action would show as follows:

1. PARTIES

Your Plaintiffs are resident citizens of Jasper County, Texas. Tammy Reeves is the surviving wife of Dennis Reeves and brings suit in her individual capacity and on behalf of her

deceased husband's estate. Tammy and Dennis had two children: Austin Reeves and Dylan Reeves who are also plaintiffs. As Dylan is a minor, Tammy brings suit on his behalf as next friend. Joyce Jones and Jimmy Jones are the surviving parents of Dennis Reeves.

Defendant, **Kirbyville Consolidated Independent School District (KCISD)**, is a school district located in Kirbyville, Jasper County, Texas. Defendant may be served by serving the school superintendent, Thomas W. Wallis, by certified mail, return receipt requested at 206 E. Main Street, Kirbyville, Texas 75956.

Defendant, **Bryan Independent School District (BISD)**, is a school district located in Bryan, Brazos County, Texas. Defendant may be served by serving the school superintendent, Christie Whitebeck, by certified mail, return receipt requested at 801 Ennis, Bryan, Texas 77803.

Defendant, **Region 5 Education Service Center (Region 5)**, is an entity located in Beaumont, Jefferson County, Texas. Defendant may be served by serving the head of this entity, Mr. Danny Lovett, by certified mail, return receipt requested at 350 Pine Street, Suite 500, Beaumont, Texas.

Defendant, **Thomas Wallis**, is a resident citizen of the State of Texas and may be served by certified mail, return receipt requested at 206 E. Main Street, Kirbyville, Texas 75956.

Defendant, **Chad George**, is a resident citizen of the State of Texas and may be served by certified mail, return receipt requested at, 26526 US Highway 96, Kirbyville, Texas 75956.

Defendant, **Joey Davis**, is a resident citizen of the State of Texas and may be served by certified mail, return receipt requested at, 3830 W FM 82, Call, Texas 75956.

Defendant, **Clint Smith**, is a resident citizen of the State of Texas and may be served by certified mail, return receipt requested at 225 County Road 3084, Newton, Texas 75933.

Defendant, **Dustin Rutherford**, is a resident citizen of the State of Texas and may be served by certified mail, return receipt requested at, 2725 County Road 639, Buna, Texas 77612.

Defendant, **Stacy Rutherford**, is a resident citizen of the State of Texas and may be served by certified mail, return receipt requested at, 2725 County Road 639, Buna, Texas 77612.

Defendant, **William Thomas Brockman**, is a resident citizen of the State of Texas and may be served by certified mail, return receipt requested at, 2593 County Road 474, Kirbyville, Texas 75956.

Defendant, **Debra Brockman**, is a resident citizen of the State of Texas and may be served by certified mail, return receipt requested at, 2593 County Road 474, Kirbyville, Texas 75956.

Defendant, **Amy Brockman Fountain**, is a resident citizen of the State of Texas and may be served by certified mail, return receipt requested at, 2599 County Road 474, Kirbyville, Texas 75956.

Defendant, **Marcia Morgan**, is a resident citizen of the State of Texas and may be served by certified mail, return receipt requested at 170A Utterback, Kyle, Texas 78640.

Defendant, **Georgia Sayers**, is a resident citizen of the State of Texas and may be served by certified mail, return receipt requested at 1011 Creek Bend Drive, Jasper, Texas 75956.

2. **JURISDICTION AND VENUE**

Plaintiffs affirmatively allege that jurisdiction and venue is proper in this Honorable Court as a substantial part of the transactions or occurrences that give rise to this lawsuit occurred in the

county of suit and/or one or more defendants are resident citizens of the county of suit. Plaintiffs allege that the amount of damages sought herein is within the jurisdictional limits of this Honorable Court.

3. DISCOVERY LEVEL 3

Plaintiffs intend, and requests, that discovery in this case be conducted under Level 3 of TEX. R. CIV. P. 190.4.

4. NATURE OF SUIT

This lawsuit involves the wrongful death of Dennis Reeves who, at the time of his death on May 23, 2017, was the beloved principal at KCISD High School. Plaintiffs have and assert both wrongful death and survival causes of action as guaranteed and set forth under Chapter 71 of the TEXAS CIVIL PRACTICES & REMEDIES CODE, and Plaintiffs invoke those provisions. Plaintiffs additionally have and assert claims for punitive damages and invoke the provisions of Chapter 41 of the TEXAS CIVIL PRACTICES & REMEDIES CODE. Plaintiffs further have and assert claims under TEX. LABOR CODE §408.001, *et seq.* Additionally, Plaintiffs have and assert claims under TEX. CONST. ART. XVI, §26.

5. KIRBYVILLE, TEXAS – THE CABAL

Kirbyville, Texas is a small town located in Jasper County, Texas. Like many small towns, it consists of many very good, honorable and hard-working people. Also like so many small towns, there is a small group of people – a “*cabal*”¹ – who run and attempt to run this town for their own self-importance and self-interest. The supposed-foundations for a town such as Kirbyville include

¹ Webster’s defines **cabal** as a scheming group of people united in a plot. Synonyms would include a conspiracy, a gang and Mafia. Here, these all fit.

their schools, their local government and their churches. It is within and behind the closed doors of these institutions where the *chosen few* that made up the cabal did their work. Disregarding their legal, social or moral duties to their fellow citizens, this group made deals and decisions as only they saw fit – serving their interests and their interests alone. Believing themselves to be beyond the reach of authority and ‘*above the law*’, they acted in a *Star Chamber-esque* manner.²

The mayor of Kirbyville is Frank George whose son (Chad George) is president of the KCISD school board. It was Chad George who hired the current superintendent (Thomas Wallis) in a behind-the-scenes coup designed to further his, and the cabal’s, ‘*agenda*’. The KCISD school board attracts the George’ accomplices: notably, the board’s vice-president (Joey Davis), secretary (Clint Smith) and former Board president, then-member (Joseph Brecht).³ These men, too, are or were active conspirators, participants and willing yes-men. The tentacles of the cabal run deep in this town: thru city government to school administration to certain *avored* individuals. Woe to those, however, who are not part of this ‘*in crowd*’. Dennis Reeves was on the outside – look what happened to him.

6. DENNIS REEVES

In 2015, Dennis Reeves was hired to be, and signed a contract to become, the high school principal at KCISD High School (the “high school”). The superintendent at his time of Reeves’ hire was Richard Hazlewood and he was instrumental in hiring Dennis Reeves. Richard Hazlewood was a man of independence, free of the clutches of the cabal and those associated with it. Dennis Reeves was a well-qualified and well-educated hire, experienced as a school

² A **star chamber** is defined as a group of powerful people who make decisions without caring whether they are fair or harmful to other people.

³ Mr. Brecht passed away in December 2018. For this reason, he is not a *named* party in this lawsuit.

administrator and holding a Masters' degree from Lamar University. He was a popular hire by the students and the 'rank and file' teachers and staff. He was married to Tammy Reeves, and the couple had two school-aged sons (Austin and Dylan). By all fair and reasonable accounts, Dennis Reeves was an outstanding principal and person, well-liked and respected by students and teacher alike. He did things *'the right way'*, refusing to follow the *business-as-usual* methods of the cabal. The interests of the students, faculty and school came first to him and, because of this, Dennis Reeves bred jealousy, contempt and fear within the cabal. Shortly before Richard Hazlewood retired, he extended Dennis Reeves' contract as principal for another two years. It was the right decision, the type that Richard Hazlewood had made his entire career. It was not, however, the going-away present that the cabal wanted. With two more years of Dennis Reeves, he was perceived as a threat to this power structure and *'something'* had to be done.

7. THE PLAYERS

There are multiple players involved in these circumstances. While some are heroes, others are villains. The villains include:

DUSTIN RUTHERFORD

Dustin Rutherford was an assistant principal at KCISD when Dennis Reeves was hired, seething that he was "stepped over" in that process. From day one, Dustin Rutherford set out on a path to undermine Dennis Reeves, lying in wait for that opportunity. He was all-too-accurately portrayed by one student as *"a general 'yes' man who endears himself to the upper admins and board"* (a/k/a/ the cabal). As Dustin Rutherford's abilities and lack thereof became evident, Dennis Reeves recommended that Dustin Rutherford be terminated; however, Rutherford was already in league with the cabal. Instead, he transferred to another position at the high school.

From there, his vendetta only intensified. His ultimate reward for his role in the demise of Dennis Reeves? After was gone, he was rewarded with a position as an assistant principal with KCISD.

STACIE RUTHERFORD

Stacie Rutherford is the wife of Dustin Rutherford and likewise holds employment at KCISD. She was part of her husband's efforts to undermine Dennis Reeves. Stacie Rutherford initiated a verbal and physical confrontation with Dennis Reeves at a school event, involving even her daughter (Destiny Rutherford), a student. The matter was reported by Dennis Reeves as an assault and violations of school policy. The incident was to be investigated, and Dennis Reeves recused himself, leaving the matter to Charles Simmons, the then-assistant principal at the high school. Videotaped evidence and witness statements supported Dennis Reeves, and disproved Rutherfords. Destiny Rutherford was disciplined and banned from certain events and/or activities. Angry and hellbent on revenge, the Rutherfords blamed Dennis Reeves and turned inward to the cabal. At the next home football game, the second-story balcony at Mayor George's home flew a sign that sent this message: "*Reserved for Destiny*". The Georges' home sits across the street from the KCISD football stadium, making the sign in full view of all. Standing there with the Rutherfords, and mocking Dennis Reeves, was Chad George. *The cabal stands together.*

THE BROCKMANS

William Thomas Brockman ("Bill") and his wife, Debra Brockman ("Debbie") were employees at KCISD. Their daughter, Amy Brockman Fountain, remains a KCISD employee and serves as a counsellor at the high school. Bill Brockman's work at KCISD had become sub-standard and unsafe. Dennis Reeves consulted with many, including Amy Brockman Fountain, about the need for Bill Brockman to "*gracefully*" leave his employment. When the Brockman family responded with anger, Dennis responded as only a principal could: by advising that he

would recommend the termination of Bill Brockman. Rather than accept this reality, the Brockmans (Bill, Debbie and Amy) cut their own deal within the cabal to further undermine Dennis Reeves, sending Amy Brockman Fountain as their solidier in the war against Dennis Reeves.

BOARD OF TRUSTEES

KCISD is governed by its Board of Trustees. Within that Board, members of the cabal exist and “govern” accordingly. The Board avoids and skirts public debate on issues by having improper “one on one” meetings to align votes and make policy. This is, of course, contrary to the letter and spirit of the law governing open and public meetings but that matters little to the power thirsty. It acts without regard for the law regarding the proper methods of review, vetting and voting on such issues. Public meetings and votes are scripted. Debate within the Board is pre-ordained. It is but a *show pony*, designed to keep the masses “happily uninformed”. Decisions are made not with the best interest of the school district in mind; rather, it is to ensure that the personal agenda of certain board members can be implemented or continued. Dennis Reeves often complained and reported this failure to follow Texas law. He was ignored, shunned and, ultimately, retaliated against for this.

It was with this disregard for public debate that Thomas Wallis was hired as KCISD’s school superintendent in 2017. The ‘research’ was done in the dark and behind the scenes. The vote was secured before any meeting. The Board proclaimed the vote for Thomas Wallis to be “unanimous”. Perhaps it was but, in truth, some ‘*ran the show*’, and others simply played ostrich and buried their heads in the sand, content with their “position”.

CHAD GEORGE

Chad George serves as the president of the KCISD Board of Trustees and, along with his father (Mayor George), were the *de facto* leaders of the cabal. On the other end was Richard Hazlewood who had been the superintendent at KCISD for more than a decade. Hazlewood was a staunch protector of the school and the community, and that put him at odds with the cabal. No doubt tired and beat down by his efforts to do right by the students and citizens within KCISD, Richard Hazlewood announced his retirement in 2017. Chad George and others on the board recognized the golden opportunity to replace him with a puppet. That puppet was Thomas Wallis. Wallis was, and is, a flawed and damaged man desperate for a job. Recognizing that frailty, George *et. al* seized on the fact that Wallis could be used to serve certain individual personal agendas as well as that of the cabal. It was a marriage made in heaven: Wallis needed a job, some job, any job – and the cabal needed a pawn. During the ‘*sham*’ hiring process, the information known and knowable regarding Thomas Wallis and his past remained hidden from public discourse. Had it not been so, no reasonable board of trustees would have hired him. Of course, this is no reasonable board. Board member Joseph Brecht crowed that Wallis was hired by unanimous vote and that the board had “vetted Wallis”. The questions remains: “*what was he really vetted to do?*”

JOEY DAVIS

Joey Davis is the vice-president of the KCISD Board of Trustees. He was a willing participant and co-conspirator in the agenda spearheaded by the cabal. Part of this agenda was to remove all KCISD employees who were not subject to the cabal’s whims and wishes. Any such employee (especially one at an administrative or management level position) was viewed as a threat to their “power”. The ‘plan of attack’ called for those persons to be pushed, threatened, intimidated or bullied into resigning. One such person was Greg Neece, the well-respected athletic

director and head football coach at KCISD who refused to “cow tow” to the cabal. When Greg Neece resigned, Joey Davis openly bragged, “*We got rid of Greg. Now we gotta get Dennis.*” And get him they did.

MARCIA MORGAN

Marcia Morgan served as Dennis Reeves’ secretary for a period of time during 2015-16. Often unstable, and spiraling in the throes of an unhappy marriage, Marcia Morgan was often fodder for some of the local busybodies. A gossip-fueled rumor of an affair between Dennis Reeves and Marcia Morgan was circulated, primarily by certain KCISD employees who would be ‘next-in-line’ should Morgan’s secretarial position become open. Still-Superintendent Hazlewood conducted a full investigation into these allegations. Not only did Dennis Reeves and Marcia Morgan vehemently deny any such affair, the full investigation uncovered no evidence to substantiate one. A report absolving Dennis Reeves (and Marcia Morgan) was made to the Board of Trustees and the matter laid to rest. Marcia Morgan took a job on another KCISD campus.

Ms. Morgan’s personal and emotional life became even more precarious. Her marriage crumbled, her mother was ill, and she had a child battling addiction. She became emotionally fragile and, thus, susceptible. This susceptibility was not lost on the cabal. In April 2017, Thomas Wallis was the newly-hired superintendent at KCISD and servant of the cabal. Wallis called Marcia Morgan into his office and closed the door. Wallis cajoled her in an effort to have her admit to an affair with Dennis Reeves. She denied it. He threatened her with termination if she did not admit the affair. Again, she denied it. But that was not the marching orders that had been given to Thomas Wallis – he was supposed to ‘get’ Dennis Reeves. A denial from Marcia Morgan would not cut it. So, Thomas Wallis, with help from the cabal’s other dutiful drudges, went to work.

THOMAS WALLIS

Thomas Wallis was the superintendent at KCISD in April and May 2017 and, incredibly, continues to this day. He was hired by the KCISD board of trustees in an illegal and inappropriate manner, and without a full vetting of his background. Those who did know that background hid that information so that they could use it for their own personal gain. Chief among those was Chad George who used Thomas Wallis as his henchman. While Wallis' official title was that of superintendent, he served more as an intimidator, bully and in-house spy.

Had KCISD fully investigated and vetted Thomas Wallis' background, they would have found that Wallis was superficial and hypocritical. He was a man who left most if not every job under a cloud of misconduct. This misconduct included sexual harassment, ethical violations, misappropriation of school funds and that of a sexual predator. His misdeeds include the seduction of an underage girl in a church youth ministry class he taught and who was also a student at the school where Wallis was employed. He used his position of power within the school to secure sexual favors. He was an intimidator, a bully and a harasser. He used school funds and property as his own and forced school employees to perform personal work for him. By the time he was terminated at his previous superintendent job (Bryan ISD), Wallis was toxic as an educator, administrator and person; in other words, he was "*perfect*" for what the cabal wanted and needed in Kirbyville. Yes, he was (as Joseph Brecht crowed) "*vetted*" for the job they needed doing.

8. SETTING THE STAGE

The cabal bristled at the independence of men such as Dennis Reeves, and Richard Hazlewood, Greg Neece and Charles Simmons. The cabal's opportunity arose when Richard Hazlewood announced his retirement and they seized upon it. When applications for the position closed in January 2017, more than thirty people applied for the position; yet, the list was whittled

down to one finalist by the following month: Thomas Wallis. Red flags and warnings were abundant about Wallis and all were ignored, hidden and kept from public disclosure:

1. Wallis' last job had been as superintendent at Bryan ISD. He was forced to resign from that job for multiple reasons including a "betrayal of trust" and Wallis' "focus on yourself and not the best interest of the district".
2. Wallis left just a few months *after* he had signed an extension of his contract that would have paid him \$238,000 per annum plus perks. His salary at KCISD paid more than \$100,000 *less* per annum.
3. Wallis' time at Bryan ISD including complaints of multiple ethical violations including the misuse of tax dollars and verbally abusing employees. Those complaints also included (i) failure to report gifts from BISD vendors, (ii) requesting that certain documents not be produced in response to a Freedom of Information Act request ("*...if we don't provide it, they'll never know it existed.*"), (iii) making false statements about a Bryan ISD principal (iv) berating staff members and displaying a "habit of loud, abrasive and aggressive argumentative tactics to silence staff", (v) making demeaning and sexist remarks ("*What does [she] do, except go around with her blonde hair and big titties? What value does she add?*") and (vi) used inappropriate language to describe gays.

And this was *only* at Bryan ISD. He had been hostile and abusive, domineering and bullying, his entire career. Why would anyone hire such a person? *It all depends on what you're looking for – and he was exactly the stooge KCISD – the cabal – was looking for.* Wallis was given the job before he was – or could be – hired. Indeed, Wallis' son had moved into Chad George's home long before he was ever announced.⁴

The thirst for power and control takes many forms. Here, it came in the worst of ways: by using fear, intimidation, threats and bullying to force good people who were perceived as threats from the school. Some left or folded at the slightest push; others refused to budge. Dennis Reeves was one of the latter. He stayed as the pressure and stress mounted on him. Regardless of the

⁴ Conventional wisdom that the deal with Wallis had been struck well before he was announced, and that Chad George and Thomas Wallis moved Wallis' son to KCISD and into George's home early to make him UIL eligible for athletics. Some would call that cheating. George and Wallis just snickered at, again, beating the system.

threats, Dennis remained committed to his job, his teachers and his students. It was a commitment that ultimately cost him his life.

9. **STORIES TOLD – SECRETS KEPT**

It takes more than one to make – and keep – a secret. Here, the dark secrets of Tommy Wallis were “*insider knowledge*”. When Wallis was forced to resign for a litany of wrongdoings, Bryan Independent School District had heard the stories and determined their truth. BISD, too, had obtained and hidden much from its citizens, holding meetings outside the purview of Texas law requiring such to be open. In the face of misdeed upon misdeed, BISD wanted (needed) Wallis gone. BISD tried to pass its problem elsewhere and, in so doing, became a part of the problem. BISD chose to be complicit in the ongoing pattern of destruction that follows Wallis. It “*cut a deal*” that called for them to write a glowing letter of recommendation for Wallis, providing “public cover” for whoever may hire him. For this, they share responsibility for the events that followed in Kirbyville.

10. **KEEPING IT IN THE VAULT**

Out of work, Wallis contacted and posted his “availability” for work as a superintendent with Region 5 Education Service Center. This entity provides specific “educator placement services”, as a form of matchmaker between individuals and certain school districts. When Region 5 received the posting, and made the connection with Wallis, it knew of Wallis’ background and knew of his “troubles”. Of course, KCISD is located within Region 5: “*Hey, Chad. I think I have just what you’re looking for*”. These defendants are likewise complicit, and bear their share of responsibility, for what occurred in Kirbyville.

11. “THE ENDS JUSTIFY THE MEANS”

A proposal of: we'll hire you (for slightly more than 12 pieces of silver)⁵ if you'll take care of our 'problems' was quickly accepted, and the deal struck. Thomas Wallis' 'job one' for the cabal was to get rid of Dennis Reeves. To that end, Wallis first attempted to 'bully' a statement from Marcia Morgan that she had, in fact, been involved in an affair with Dennis Reeves. That revelation, the cabal reasoned, would pressure Reeves into resigning or, if not, give them cause to terminate him. But that plan failed – Marcia Morgan *again* said it did not happen. And that should have ended *that* plan – isn't the truth always right?

But the cabal would not allow something as insignificant as the truth stop them and they had just the leader for that band: Thomas Wallis. Wallis, a deceiver who hides his hypocrisy behind a pretense of belief, had appeared before the Bryan ISD Board shortly before he was forced to resign. As the charges mounted against him, and he tried to hide behind a coward's cloak of religious pretense, Wallis was asked by the School Board President if he knew the verse JOHN 8:32. Wallis did not. That verse reads: "*Then you will know the truth, and the truth will set you free.*" Indeed, Thomas Wallis always had a fundamental disregard for the truth. But, again, he was the perfect man for the job – damn the truth. KCIDS policy requires that all educators, including the superintendent meet this requirement:

"The educator shall be of good moral character and be worthy to instruct or supervise the youth of this state."

With the truth exposed, no one can credibly argue that Wallis met this standard – he never did. KCISD and its Board could have never considered, much less followed, this policy when hiring

⁵ As proof of Wallis' desperation to get the job, he took a pay cut of more than \$100,000.00/year to go to KCISD.

Wallis. BISD knew did not fit such a criteria as did Region 5. But “good moral character” and “worthy” were not in the *‘true’* job description for Thomas Wallis.

Wallis pivoted to Plan ‘B’, a more ingenious and devilish plan. Wallis had access to, and found help among, some of the cabal’s more loyal soldiers. The plan remained the same: get Morgan (by any means necessary) to claim an affair and that will, one way or another, rid us of Dennis Reeves. Plan ‘B’ employed a different level of scheming. People within KCISD (and the cabal) began “befriending” the troubled Marcia Morgan, preying upon her instability, mental weakness and loneliness. They claimed the mantle of religion, praying over her and laying hands on her – all while conspiring and consorting to have Marcia Morgan tell a “*new truth*” even if it was an *untruth*. Chief among these instigators were Amy Brockman Fountain and Debra Brockman. Indoctrinated and converted, brainwashed and hypnotized, Marcia Morgan caved.

12. **THE HOUR GLASS BEGINS TO EMPTY**

Dennis Reeves knew none of these facts as the reign of Wallis began and the 2017 school year inched toward a close. He did know, and worried openly, of the “political machine” making life hard for him. Still, Dennis Reeves found things to take strength in: on April 5, 2017, he and Tammy beamed at a decorated table as their oldest son, Austin, signed a football scholarship for Louisiana College. The month of May brought gifts from students – one gave him a plaque, “*To the world you’re just a Principal but to your students you are a Hero, Mr. Reeves.*” and Dennis rallied the teachers to finish the school year strong. But the wheels of Kirbyville’s political machine – the cabal – kept turning, its gears continuing to grind at Dennis. As he laid down to sleep on the night of May 22, 2017, Dennis Reeves could only think: “just one more week ‘til school is out”.

12. MAY 23, 2017

Sometime on the afternoon of May 23, 2017, Marcia Morgan drifted into the administration office at KCISD. Defeated and glazed over, she was there to tell them the story *they* wanted, agreeing to write a statement claiming she and Dennis Reeves had had an affair. *What do I need to say?* School policy was clear – such an affair would cause both to lose their jobs. Perhaps Dennis Reeves would go quietly and resign. Thomas Wallis was ecstatic – he stood on the precipice of doing the job he had been hired to do. Marcia Morgan had fallen under the spell and now he would do his job: get Dennis Reeves’ signature on a letter of resignation. Threaten Dennis? Sure – that’s the “*Wallis Way*”. Before Thomas Wallis walked out, Marcia Morgan warned Wallis: *Be careful. Dennis always said he would kill himself if his family was threatened like this.* Wallis smirked, he smiled, and he snickered. He was simply too happy, too proud and too self-congratulatory. That warning fell from him like water off a duck’s back. He paraded out of the office, heading for Dennis Reeves’ office, before Marcia Morgan ever finished her statement.

Thomas Wallis took Georgia Sayers (his assistant superintendent at KCISD) with him to bear witness to their “success”. The pair entered Dennis Reeves’ office and closed the door. Wallis told Dennis that Marcia Morgan was in Wallis’ office at that very moment composing her statement that confirmed an affair. Dennis denied it – vehemently. Wallis, and perhaps Sayers, were smug, telling Reeves he could go quietly or, if not, it would go public, he could fight it, and he would be fired.⁶ Of course, none of this was done in accordance with KCISD policy:

"Contract employees dismissed during the school year, suspended without pay, or subject to a reduction in force are entitled to receive notice of the recommended action, an explanation of the charges against them, and an opportunity for a hearing. The timelines

⁶ On its *best* day, this action constitutes a constructive termination of Dennis Reeves’ employment.

and procedures to be followed when a suspension, termination or non-renewal occurs will be provided when a written notice is given to an employee."

The pair confiscated Dennis Reeves' keys and cellular phone as "school property". Wallis and Sayers later claimed that Dennis Reeves typed out a resignation letter and signed it, and then left the office. Indeed, in the aftermath of this tragedy, Wallis has produced the letter that Dennis purportedly signed. Wallis even turned it over to the local police. "*Oh, what a tangled web we weave, when first we practice to deceive.*"⁷

13. THE CAMEL'S BACK BREAKS

Dennis Reeves did leave his office. He was mentally and physically crushed: his job was being stolen but, more importantly, his family was being destroyed. As his thoughts swirled, he saw his life, his future and his family all circling the drain.

Dennis and Tammy Reeves had built a good and productive life: they loved one another and had stood together through thick and thin. The couple had two high school aged sons: their pride and joy. All of this was now threatened by the whims of a small group of small-town power mongers. Dennis Reeves sat in his pickup truck in the school parking lot. Heavier and heavier the weight became. Darker and darker he became. He could not call for help – they had confiscated that lifeline. Options left him, despair overcame him, and he picked up his gun. Dennis Reeves was 45 years old when he died of a single gunshot wound to his head.

14. THE VIGIL AND THE AFTERMATH

Dennis Reeves had sat in his truck for some time. Thomas Wallis and Georgia Sayers watched him. Concerned, Wallis had another man escort Georgia Sayers back to the KCISD

⁷ Sir Walter Scott.

Administration Building. Wallis called Chad George who called Frank George – yet no one called for help and no went to Dennis’ aid. After the shot, the post-shooting phone calls by Thomas Wallis and Chad George were not to law enforcement and were not to Dennis’ family. They called each other and again called Frank George. The Kirbyville Police Department were eventually notified and investigated. As planned, Wallis and Sayers’ stories matched. To no great surprise, the rules of KCISD did not apply to Marcia Morgan – she kept her job. Wallis also produced the lynchpin of the cabal’s “proof”: the ‘letter of resignation’ that Dennis Reeves had supposedly signed.

15. **IT’S A FAKE; IT’S A FRAUD; IT’S A FORGERY**

The resignation letter attributed to Dennis Reeves has been forensically examined. It is not real. The signature on it is not his. The document has been independently examined by the leading handwriting expert in the State of Texas who determined that this “***is not*** the writing of Mr. Dennis Reeves.”

16. **CAUSES OF ACTION**

Plaintiffs would show that the following wrongful, unlawful and tortious acts were committed by and amongst defendants so as to legally and proximately cause the death of Dennis Reeves and other damages sought herein:

1. Negligence by those individually named herein;
2. Gross negligence by those individually named herein;
3. Gross negligence under the Texas Worker’s Compensation Act. *See e.g.* TEX. LABOR CODE 408.001;
4. Willful act, or omission, or gross neglect pursuant to TEX. CONST. ART. XVI, §26.

5. Violation of KCISD policy;
6. Violation of KCISD guidelines, handbooks and other similar writings or publications governing the conduct of KCISD agents, servants and representatives;
7. Violation of Texas Education Code;
8. Breach of contract;⁸
9. Tortious interference with contract and contractual relations;
10. Failure to perform contract with care, skill and faithfulness;
11. Failure to perform contract in accordance with the duty of good faith and fair dealing;
12. Duress, coercion and/or threat;
13. Suborning perjury and false statements;
14. Fraud;
15. Creating or maintaining a hostile work environment;
16. Wrongful termination;
17. Wrongful constructive termination;
18. Retaliation;
19. Adverse personnel action and/or retaliation due to decedent's reporting of illegal and/or improper activities;
20. Adverse personnel action and/or retaliation due to decedent's refusal to commit or participant in illegal and/or improper activities;
21. Libel;
22. Slander;
23. Abuse of power;

⁸ Dennis Reeves was 1 of the contracting parties and the plaintiffs herein are third party beneficiaries of said contract(s).

24. Intentional infliction of emotional distress;
25. Negligent infliction of emotional distress;
26. Violations of Texas Open Meetings Act;
27. Violations of Texas Whistleblower's Act. *See e.g.* TEX. GOV'T CODE 554.0001 et seq.;
28. Violations of Texas Constitution and, as part thereof, violations of Texas Bill of Rights;
and
29. Conspiracy between more than one of the named defendants herein.

Plaintiffs would further show that KCISD is vicariously liable for the acts, omissions and wrongful conduct of its agents, servants and employees who engaged in the above-listed conduct. KCISD is further liable for such acts as KCISD had and continues to approve and ratify such conduct. Plaintiffs would further show that the individual defendants acted in a manner so as to constitute *ultra vires* act(s) including acts that were without, or beyond, legal authority. As these causes of action implicate BISD and/or Region 5, these entities likewise are vicariously liable for the acts, omissions and wrongful conduct of its agents, servants and employees who engaged in the above-listed conduct. BISD is further liable for such acts as BISD had and continues to approve and ratify such conduct.

Plaintiffs would further show that the individual defendants acted in a manner so as to constitute *ultra vires* act(s) including acts that were without, or beyond, legal authority.

17. DAMAGES

Your Plaintiffs in their respective capacities are entitled to recover and hereby sue for the following damages over and against Defendants:

1. Emotion and mental pain and anguish suffered by Dennis Reeves prior to his death;

2. Past and future mental anguish suffered by Tammy Reeves for the death of her husband;
3. Past and future mental anguish suffered by Austin Reeves for the death of his father;
4. Past and future mental anguish suffered by Dylan Reeves for the death of his father;
5. Past and future mental anguish suffered by Joyce Jones for the death of her son;
6. Past and future mental anguish suffered by Jimmy Jones for the death of his son;
7. Past and future loss of society and/or consortium suffered by Tammy Reeves for the death of her husband;
8. Past and future loss of society and/or consortium suffered by Austin Reeves for the death of his father;
9. Past and future loss of society and/or consortium suffered by Dylan Reeves for the death of his father;
10. Past and future loss of society and/or consortium suffered by Joyce Jones for the death of her son;
11. Past and future loss of society and/or consortium suffered by Jimmy Jones for the death of his son;
12. Past and future pecuniary loss suffered by Tammy Reeves for the death of her husband;
13. Past and future pecuniary loss suffered by Austin Reeves for the death of his father;
14. Past and future pecuniary loss suffered by Dylan Reeves for the death of his father;
15. Past and future pecuniary loss suffered by Joyce Jones for the death of her son;
16. Past and future pecuniary loss suffered by Jimmy Jones for the death of his son;
17. Loss of inheritance suffered by Tammy Reeves for the loss of her husband;
18. Loss of inheritance suffered by Austin Reeves for the loss of his father;
19. Loss of inheritance suffered by Dylan Reeves for the loss of his father;

20. Reasonable and necessary funeral and burial expenses for the funeral and burial of Dennis Reeves;
21. Economic loss(es) occasioned by breach of contract, tortious interference with contract and contractual relations, failure to perform contract with care, skill and faithfulness, and failure to perform contract in accordance with the duty of good faith and fair dealing;
22. Benefit of the bargain lost due to breach of contract, tortious interference with contract and contractual relations, failure to perform contract with care, skill and faithfulness, and failure to perform contract in accordance with the duty of good faith and fair dealing;
23. Mental anguish due to breach of contract, tortious interference with contract and contractual relations, failure to perform contract with care, skill and faithfulness, and failure to perform contract in accordance with the duty of good faith and fair dealing;
24. Lost benefits of the contract, lost wages and injury to reputation due to tortious interference with existing contractual relationship;
25. Reasonable and necessary attorneys' fees incurred, and to be incurred, in the representation of Plaintiffs from the inception of representation, through trial and on appeal, if necessary;

Each of the above-stated elements of damages was brought about to occur and was legally caused by the wrongful acts and omissions of Defendants as made the basis of this lawsuit. Further, plaintiffs seek more than monetary damages: they seek the removal of the individual defendants from their positions as (1) school board trustees and (2) employees of KCISD.

18. PUNITIVE DAMAGES

The above-stated facts that set forth the Defendants' acts and omissions constitute more than ordinary negligence. They are of such a nature so as to constitute gross negligence and to

further and otherwise justify and require the imposition of punitive and exemplary damages over and against Defendants. Plaintiffs hereby sue for the recovery of such damages.

19. PRE- AND POST JUDGMENT INTEREST

Plaintiffs further seek the recovery of all interest allowed at law, including pre-judgment and post-judgment interest.

20. CONDITIONS PRECEDENT

Plaintiffs would show that all conditions precedent to the maintenance of this action have been met and satisfied.

21. RIGHT TO AMEND

Furthermore, Plaintiffs would state that because of the complex nature of incident, including the implication of multiple parties and events, some of which may be unknown to Plaintiffs, and because without first conducting some discovery in this suit, Plaintiffs cannot discover the identities of additional, responsible parties and/or additional witnesses, or reasonably discover information that will form the basis for additional, appropriate claims and causes of action that may properly be asserted in this suit, Plaintiffs reserve the right to amend their pleading to join and/or omit parties as appropriate and to assert additional or different claims, allegations, causes of action, and grounds for recovery.

22. SELF-AUTHENTICATION

Pursuant to Rule 193.7 of the TEX. R. CIV. P., this is the "actual" written notice that all documents produced in this litigation shall be used by the Plaintiffs at pretrial proceedings and trial. Hence, all documents produced in this litigation are deemed self-authenticating for use in any pretrial proceeding or at trial; and any objections thereto by the Defendants shall be in writing

or placed on the record, giving Plaintiffs a reasonable opportunity to establish the challenged document's authenticity.

23. RULE 194.2 REQUEST FOR DISCLOSURE

Pursuant to Rule 194, you are requested to disclose, within 50 days of service of this petition, the information or material described in Rule 194.2(a)-(1).

24. PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiffs pray that Defendants be served and required to answer herein, that, upon trial hereof, Plaintiffs have judgment over and against Defendants, and for all other and further relief, special and general, at law and in equity, to which they may show themselves so justly entitled.

Respectfully submitted,

THE FERGUSON LAW FIRM, L.L.P.

By: /s/ Paul "Chip" Ferguson

Paul "Chip" Ferguson

State Bar No. 06919200

cferguson@thefergusonlawfirm.com

Timothy M. Ferguson

State Bar No. 24099479

tferguson@thefergusonlawfirm.com

350 Pine Street, Ste. 1440

Beaumont, Texas 77701

T. (409) 832-9700

F. (409) 832-9708

ATTORNEYS FOR PLAINTIFFS