

IN THE  
UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

**SURINA DIXON,**

Plaintiff,

v.

**TEXAS SOUTHERN UNIVERSITY,**

Defendant.

C.A. No. \_\_\_\_\_

**Jury Trial Demanded**

PLAINTIFF'S ORIGINAL COMPLAINT

TO THE HONORABLE JUDGE OF SAID COURT:

**SURINA DIXON**, Plaintiff, complains of **TEXAS SOUTHERN UNIVERSITY**, (hereinafter referred to as "TSU") Defendant, and for cause of action against it and would show the Court as follows:

1. INTRODUCTION

- 1.1. Coach Surina Dixon ("Coach Dixon") demands a JURY TRIAL in this case as to any and all issues triable to a jury.
- 1.2. Coach Dixon, the former Head Basketball Coach for the Women's Basketball Program at Texas Southern University (hereinafter referred to as "TSU"), brings this action against TSU for gender discrimination and retaliating against her after she complained about gender discrimination and advocating for gender equity in TSU's Athletic Department. Coach Dixon brings this case against TSU under Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681, *et seq.* ("Title IX") and the implementing regulations promulgated under Title IX. Title IX mandates equitable pay for females holding similar positions as their male counterparts.

- 1.3. This action seeks equitable relief, back pay and front pay, compensatory damages, attorneys' fees, expert witness fees, taxable court costs, pre-judgment and post-judgment interest.

## 2. PARTIES

- 2.1. Coach Dixon is a resident of Houston, Harris County, Texas. At all pertinent times she was a resident of Houston, Harris County, Texas.
- 2.2. TSU is a public institution of higher education located in Houston, Texas, and is the recipient of federal funding. TSU may be served with citation by serving the Office of its General Counsel, 3100 Cleburne Street, Hannah Hall Building, Room 310, Houston, Texas 77004.

## 3. VENUE

- 3.1. Venue is appropriate in the United States District Court for the Southern District of Texas, in that the defendant has significant contacts within this district, the Plaintiff resides within this district, and the events that gave rise to this cause of action occurred in this district.

## 4. JURISDICTION

- 4.1. The jurisdiction of this Court is invoked pursuant to 28 U.S.C. § 1331.
- 4.2. The unlawful employment practices were committed within the jurisdiction of this Court.
- 4.3. The amount in controversy is within the jurisdictional limits of this Court.

## 5. FACTS

- 5.1. On March 17, 2008, Coach Dixon interviewed with Dr. John Rudley, TSU President, and Johnnie Cole, Interim Director of Athletics/Head Football Coach for the position of Head Basketball Coach of the Women's Basketball Team for TSU. At the end of the

interview, Dr. Rudley stood up and shook Coach Dixon's hand and offered her the position and asked when she wanted to start.

- 5.2. Coach Dixon accepted the position and informed him that she was prepared to start immediately and was ready to take advantage of the spring recruiting/signing period.
- 5.3. After the interview, Coach Dixon met with Mr. Cole on March 20, 2008, to confirm the position by signing a Personnel Action Form.
- 5.4. Mr. Cole indicated that the salary would be \$75,000 until the new budget was finalized.
- 5.5. Once the new budget was finalized, Coach Dixon was told that she would then have the opportunity to negotiate her final salary with Dr. Rudley because the Athletic Department was receiving an approximately two-million dollar increase, but the funds would not be available until the new fiscal year budget was approved.
- 5.6. Mr. Cole presented a Personnel Action Form to Coach Dixon that had a three (3)-year term.
- 5.7. Coach Dixon responded and told Mr. Cole that, as a new coach, she wanted to be able to see her freshman class graduate, so she requested a five (5)-year term.
- 5.8. TSU's Head Basketball Coach for the Men's Basketball team had a five (5)-year term contract.
- 5.9. Mr. Cole and Coach Dixon agreed to a four (4)-year term.
- 5.10. Mr. Cole drew a line through the dates on the Personal Action Form and extended the agreement to four (4) years and he initialed the changes.
- 5.11. Coach Dixon also inquired about the hiring of her husband, Harold Dixon, as a part of her staff, and Mr. Cole said that such would not be a problem and he noted that he had hired his brother L.C. Cole and that the Track Coach hired his son as his Assistant Coach.

- 5.12. Mr. Cole also told Coach Dixon that she and her husband could immediately start their paperwork for employment.
- 5.13. On or about March 20, 2008, Coach Dixon and Mr. Cole each signed the Personnel Action Form.
- 5.14. Coach Dixon asked Mr. Cole for a copy of the form.
- 5.15. Mr. Cole mentioned that he had to get the required signatures and he would then get her a copy of the Personnel Action Form with all the necessary signatures.
- 5.16. Mr. Cole stated that he was going to walk to each department and get each signature and that he would be right back and give Coach Dixon a copy.
- 5.17. Coach Dixon never saw Mr. Cole again that day.
- 5.18. The next day, Coach Dixon met with Mr. Cole and asked him about obtaining a copy of the Personal Action Form, and he said that he left it in the President's office because he had to sign it and he was out of town.
- 5.19. Coach Dixon was scheduled to have a press conference on Friday, March 21, 2008 to announce her new position; however, Mr. Cole informed Coach Dixon during this meeting that he had to cancel it and reschedule it at a later date.
- 5.20. Mr. Cole stated that the new Men's Basketball Coach Tony Harvey would be starting around April 1, 2008, and that they could make both announcements at that time.

#### **Hiring of Men's Basketball Coach/Lost Files**

- 5.21. Based on the signed Personal Action Form and representations made by TSU, Coach Dixon and her husband resigned from their positions in Memphis, Tennessee, to move to Houston, Texas.

- 5.22. When they arrived in Houston on April 3, 2008, Mr. Cole asked Coach Dixon to hold up on bringing her husband in to complete his paperwork because his position would fall under the new fiscal budget.
- 5.23. The next day, April, 4 2008, Coach Dixon and her husband took a flight to Tampa, Florida, to attend the NCAA National Coaching Convention and Women's Final Four.
- 5.24. The trip to the NCAA National Coaching Convention and Women's Final Four was paid for by TSU.
- 5.25. While at the convention in Tampa, Florida, Mr. Cole held a press conference on April 4, 2008, for the new Men's Basketball Coach, Tony Harvey, and announced his five-year deal.
- 5.26. Coach Dixon was not mentioned at the press conference.
- 5.27. Upon returning from the Final Four, Coach Dixon asked for a copy of the Personnel Action Form and Mr. Cole told Coach Dixon that Gloria Walker, a Vice-President in the President's office, was in possession of the form.
- 5.28. Mr. Cole further stated that he would check with Gloria Walker and get back to Coach Dixon.
- 5.29. Mr. Cole never got back to Coach Dixon.
- 5.30. On April 10, 2008, Coach Dixon found a home to purchase and needed a letter of verification of employment in order to secure the transaction.
- 5.31. On April 11, 2008, Coach Dixon went to Human Resources to inquire about the employment verification letter and discovered that she was not in the system or on the payroll.

- 5.32. Ms. Lydia Borbin notified Coach Dixon that Human Resources had not received her Personnel Action Form.
- 5.33. Coach Dixon was then told to check with Rosilyn Thomas, the Athletics Administrative Assistant.
- 5.34. Coach Dixon walked to the Athletics Building and to see Ms. Thomas and inquired about obtaining a copy of the Personnel Action Form.
- 5.35. Ms. Thomas pulled out a file and looked through it and said she never received a copy of the Personnel Action Form from Mr. Cole.
- 5.36. Ms. Thomas stated that she typed it up and Mr. Cole was supposed to obtain Coach Dixon's signature and the rest of the Administrators' signatures and give her a copy.
- 5.37. Ms. Thomas told Coach Dixon to check with Mr. Cole to obtain a copy and then if Coach Dixon was able to obtain a copy, Ms. Thomas requested that Coach Dixon provide her with a copy too.
- 5.38. Coach Dixon agreed.
- 5.39. Coach Dixon immediately found Mr. Cole and insisted that her paperwork be completed immediately.
- 5.40. Coach Dixon also told Mr. Cole that she needed that employment verification letter as soon as possible.
- 5.41. Mr. Cole called Gloria Walker while Coach Dixon was present and asked her to send Coach Dixon's Personnel Action Form to Human Resources.
- 5.42. Within a few hours, Coach Dixon checked with Human Resources, Ms Lydia Bobbin, to see if the paperwork was completed, and she stated, "yes, finally!"

- 5.43. Then, Ms. Borbin also asked Coach Dixon to come to the Human Resource office because she had to talk to her about something in person.
- 5.44. When Coach Dixon arrived at the Human Resource office, Ms Borbin and Coach Dixon sat a table and she stated, “There is no easy way to put this, so I am just going to say it.” Ms. Borbin informed Coach Dixon that her entire employment file had been lost.
- 5.45. Ms. Borbin stated, “Well not really lost, but someone in the President’s office came and got it and no one knows what happened to it.”
- 5.46. Ms. Borbin told Coach Dixon that she had to complete all of her paperwork again.
- 5.47. Then, Ms. Borbin had Mario, a Human Resource Assistant, gather all of the paperwork so that Coach Dixon could complete it again.
- 5.48. Coach Dixon informed Ms. Borbin that she wanted the Human Resources Department to find her file because it contained all of her personal information including social security number, transcripts, medical information, etc.
- 5.49. Ms. Borbin then sent Coach Dixon to see Pat Dean so that she could give Coach Dixon the verification letter of employment.
- 5.50. Ms. Borbin informed Coach Dixon that it would be Monday, April 14, 2008, or Tuesday, April 15, 2008, before the paperwork would be processed in the system.
- 5.51. The paperwork was finally completed on April 15, 2008.

**Personnel Action Form**

- 5.52. On April 15, 2008, Coach Dixon returned to Human Resources to follow up on her paperwork.
- 5.53. At that point, Coach Dixon asked the Human Resources personnel if they had a copy of her Personnel Action Form and she was presented with a totally new Personnel Action

Form that did not have any of the terms agreed upon while meeting with Mr. Cole, the Interim Director of Athletics, in March.

- 5.54. Coach Dixon asked Mario for a copy of her paperwork.
- 5.55. Coach Dixon also received a copy of the Personnel Action Form from Ms. Thomas and took it to her office.
- 5.56. Then, Coach Dixon called Mr. Cole to discuss this situation and he stated that would check on it.
- 5.57. In the meantime, Coach Dixon was busy finalizing her housing; preparing to sign recruits; scheduling official visits; and preparing to go on a spring recruiting trip to North Carolina.

#### **Resignation Ultimatum**

- 5.58. On April 17, 2008, Coach Dixon received a telephone call from Mr. Cole, around 3:00p.m., asking her to come to campus as soon as possible for a meeting.
- 5.59. Upon arriving on campus, Coach Dixon went to Mr. Cole's office and knocked on the door.
- 5.60. Mr. Cole invited Coach Dixon into the office.
- 5.61. Sitting in the office was Mr. Holden, the Associate Director of Athletics, and Tony Harvey, the new Head Men's Basketball Coach.
- 5.62. Before Coach Dixon could meet with Mr. Cole, Mr. Holden asked her if she could step outside for a minute in order for him to finish the meeting with Mr. Cole and Mr. Harvey.
- 5.63. When the meeting between Mr. Cole, Mr. Holden and Mr. Harvey was completed, Mr. Holden stopped by Coach Dixon's office to tell her that Mr. Cole was ready to meet.

- 5.64. During the meeting with Mr. Cole and Mr. Harvey, Mr. Cole informed Coach Dixon that Mr. Charles McClelland, the Incoming Director of Athletics, wanted her to step down as the Head Women's Basketball Coach and take a position as the top Assistant on the same staff under Cynthia Cooper, who they now wanted to be the next coach.
- 5.65. Coach Dixon was told that if she did not take the offer, she would be fired.
- 5.66. Mr. Cole said that he, along with Dr. Rudley and McClelland, met regarding this issue and they all agreed on the change.
- 5.67. Coach Dixon told Mr. Cole and Mr. Harvey that she did not move to Houston, Texas, nor resign her position to step down and accept an Assistant Coaching position.
- 5.68. Mr. Cole informed Coach Dixon that she had no choice in the matter.
- 5.69. Then, Coach Harvey asked, "What if [Coach Dixon] received a 3-year guaranteed contract as the Assistant and a salary of \$90,000 a year?"
- 5.70. Again, Coach Dixon told them that she was not interested in the proposal.
- 5.71. Mr. Cole called Mr. McClelland, while Coach Dixon sat in front of him, to inform him of her decision.
- 5.72. After the conversation with Mr. McClelland, Mr. Cole informed Coach Dixon that Dr. Rudley had informed Mr. McClelland that the Head Women's Basketball Coach and the Men's Basketball Coaching positions had been filled.
- 5.73. However, Mr. McClelland asked if he could approach Coach Dixon with the idea and Dr. Rudley stated that only if Coach Dixon would agree to the proposal.
- 5.74. At that point, Mr. Cole said that it was Coach Dixon's decision because Dr. Rudley informed Mr. McClelland before he accepted the Athletic Director position that both Men's and Women's Basketball positions were filled.

### **Call from Johnnie Cole**

- 5.75. On Friday, April 18, 2008, while Coach Dixon was recruiting in Raleigh Durham, North Carolina, around 4:00p.m., Mr. Cole informed her that Mr. McClelland was going to move forward with his plan to bring in Cynthia Cooper.
- 5.76. Coach Dixon asked Mr. Cole how he could call her with this non-sense while she was out on the road recruiting for TSU.
- 5.77. Mr. Cole said that they (McClelland and Rudley) asked him to call to inform Coach Dixon of their decision.
- 5.78. Coach Dixon stressed to Mr. Cole that this was unfair and that she would be returning immediately to schedule a meeting with Dr. Rudley.

### **Call from Charles McClelland**

- 5.79. As soon as Coach Dixon returned home, she scheduled a meeting with Dr. Rudley to get clarity on the situation.
- 5.80. Prior to the meeting, Coach Dixon received a call from Mr. McClelland on April 21, 2008 around 9:00p.m; confirming what Mr. Cole had mentioned earlier, informing Coach Dixon that he was going to move forward with his decision to bring Cynthia Cooper in as the Head Women's Basketball Coach.
- 5.81. Coach Dixon reminded him that she was the Head Coach and she was not stepping down or taking a demotion.

### **Meeting with Dr. John Rudley**

- 5.82. In a meeting with Dr. Rudley on April 23, 2008 at 9:00 a.m., Coach Dixon informed him of the ultimatum that Mr. McClelland and Mr. Cole had presented.

- 5.83. Dr. Rudley stated that he wanted to apologize on those two guys' behalf because under no circumstance did he ask them to give Coach Dixon an ultimatum.
- 5.84. Dr. Rudley further said that he agreed for them to run that by Coach Dixon and only if she was in agreement with the deal would it take place.
- 5.85. Coach Dixon informed Dr. Rudley that she was not interested in stepping down to be Cynthia Cooper's Assistant because Ms. Cooper was on a four (4)-year probation with the NCAA and those violations would follow her to TSU; Ms. Cooper did not have a Bachelor's Degree; Ms. Cooper had less head coaching experience than Coach Dixon; and Ms. Cooper could fire Coach Dixon within a week if she took the job as Ms. Cooper's assistant.
- 5.86. Thereafter, Coach Dixon was informed that TSU was no longer going to go with Ms. Cooper and that it was going to sign her to her original contract.
- 5.87. Accordingly, Coach Dixon asked about her contract and presented Dr. Rudley with a copy of her contract proposal, and Dr. Rudley assured her that she would receive a contract comparable to the Men's Basketball contract.
- 5.88. Dr. Rudley also mentioned that Coach Dixon's contract (together with input from Mr. Cole and Mr. Harvey,) would be drafted by the new Director of Athletics, Mr. McClelland.
- 5.89. Coach Dixon also shared with Dr. Rudley that the Personnel Action Form issued to Coach Dixon from Human Resources was not the Personnel Action Form she originally signed.
- 5.90. In fact, the new Personnel Action Form did not have her signature at all.
- 5.91. Coach Dixon presented Dr. Rudley with a copy of that Personnel Action Form.

5.92. Dr. Rudley asked Coach Dixon to carry on with her duties as the Head Women's Basketball Coach and he would make sure that everything would be handled appropriately.

5.93. Coach Dixon thanked Dr. Rudley for taking time out of his schedule to meet with her, and he stated that he owed that to her considering what she had been through the last few days.

**Meeting Charles McClelland regarding the Women's Basketball Program**

5.94. On or around May 6, 2008, Mr. McClelland wanted all coaches to schedule an initial meeting with him to discuss the future of each program.

5.95. When Coach Dixon met with Mr. McClelland, she presented him with the terms to include in her contract.

5.96. However, Mr. McClelland told her that he was only going to offer her a one-year contract.

5.97. Coach Dixon reminded him that she had agreed to a four (4)-year contract with Mr. Cole, the Interim Director of Athletics.

5.98. She further stated that she and Mr. Cole had signed a Personnel Action Form confirming the four (4)-year contract.

5.99. Then, Coach Dixon reminded Mr. McClelland that she and her husband did not resign their jobs to move to Houston for a one-year contract.

5.100. Coach Dixon reminded Mr. McClelland that she had more head coaching experience than the new Men's Basketball Coach, and according to the NCAA Gender Equity Self-Study Report, TSU had not been offering multi-year contracts for females and had been low-balling women on salaries, etc.

- 5.101. Coach Dixon told Mr. McClelland that TSU was already not in compliance with the NCAA Gender Equity Report; therefore, it would be in the best interest of TSU to get in compliance.
- 5.102. Mr. McClelland said that he was familiar with the report and that he would take a look at Coach Dixon's contract proposal and get back with her.
- 5.103. Coach Dixon also asked about her moving expense check, and the amount of \$5,000 that was promised to her by Mr. Cole.
- 5.104. Mr. McClelland stated that he had denied it, but after speaking with Mr. Cole, he found out that moving expenses were negotiated and that Mr. Harvey and all of the other new coaches had received moving checks.
- 5.105. However, instead of \$5,000 (the agreed amount), Mr. McClelland discriminated against Coach Dixon based on her gender and stated that he reduced it to \$1,500 and that Coach Dixon would have to sign the contract to receive it.
- 5.106. The majority of the new coaches in the Athletics Department, except for Coach Dixon, received their moving expense checks shortly after their arrival.
- 5.107. The Head Football Coach and new Men's Basketball Coach promptly received their checks.
- 5.108. The other Head Coaches all received at least \$5,000.

**June 1, 2008 New Contract**

- 5.109. Mr. McClelland left a message on Coach Dixon's telephone informing her that her contract was ready to be picked up in the Office of the President.

5.110. Coach Dixon picked up her contract, read it, made copies and submitted copies to the President, Dr. Rudley, Mr. McClelland, and her legal counsel for review and negotiations.

5.111. Coach Dixon also attached a note with the contracts to Dr. Rudley and Mr. McClelland informing them that her legal counsel would be in contact to negotiate the terms of the contract.

5.112. Thereafter, Coach Dixon called Mr. McClelland to schedule a meeting and he stated that he would check his schedule and get back to her.

5.113. Mr. McClelland never got back to Coach Dixon or her legal counsel.

**Email to Dr. John Rudley**

5.114. On Monday June 9, 2008; Coach Dixon emailed Dr. Rudley to share the continued problems that she was experiencing with Mr. McClelland.

5.115. During the prior meeting with Dr. Rudley, he expressed to Coach Dixon that if she experienced any more problems to call him and he would mediate the situation.

5.116. Thereafter, Coach Dixon wrote to Dr. Rudley confirming everything that was discussed during the meeting. Specifically, they discussed (1) the situation regarding the ultimatum would be resolved; (2) Coach Dixon would receive a comparable contract to Men's Basketball; and (3) Coach Dixon would continue her duties as Head Women's Basketball Coach.

5.117. In response to the email, Dr. Rudley recanted everything that was discussed.

5.118. Mr. McClelland told Coach Dixon that she was only being offered the one-year contract because she had to prove herself. This one-year contract offer is discriminatory based on Coach Dixon's gender and violates Title IX. Moreover, the statement that Coach Dixon

had to “prove herself” also supports Coach Dixon’s claims for gender discrimination under Title IX.

5.119. Coach Dixon responded to Mr. McClelland that she had more college head coaching experience than TSU’s Head Football and the Men’s Basketball Coach combined.

5.120. Moreover, both of those coaches have been proven by the NCAA as violators of the rules and regulations that govern NCAA Division I sports.

5.121. Then, the excuse that Mr. McClelland used for not equally paying Coach Dixon or giving her a multi-year contract was that she did not have a winning season as a collegiate coach and that she had not “proven” herself.

5.122. However, Coach Dixon’s overall record as Head Coach was a winning record. Coach Dixon told Mr. McClelland that Mr. Cole, the Head Football Coach, did not have a winning overall record (8-25) and Tony Harvey, the Men’s Basketball Coach, did not even have head coaching experience to have a head coaching college record. Rather, Mr. Harvey spent his last three years on-probation, which meant that he could not coach at any NCAA sponsored school.

5.123. On June 14, 2008, Coach Dixon’s attorney sent a letter to Dr. Rudley and the Director of Athletics complaining about the gender discrimination; however, there was no response.

5.124. The letter stated, “the male basketball head coach never had a prior head coach position and yet was still given a 5 year contract and a \$150,000 a year salary. Even if there was some precedent for you to renege on Mrs. Dixon’s contract, by refusing her a five year contract unless she “proved” herself and by giving her a salary half the amount of the lesser experienced male counterpart, TSU is still guilty of discrimination.”

### **Removed from meeting with Compliance Consultant**

- 5.125. On June 23, 2008, around 4:30 p.m., Mr. Wayne Agerlard, stopped by Coach Dixon's office and retaliated against her by informing her that she had been removed from the list of meetings with the NCAA compliance consultant, Ms. Carolyn Henry.
- 5.126. On June 26, 2008 at 10:30 a.m., Coach Dixon was scheduled to meet with Ms. Henry regarding athletics compliance completed on TSU's athletic programs and the progress made toward correcting the deficiencies in each program.
- 5.127. All Programs were to meet with her and had chosen dates and times on the list that Mr. Agerlard presented one week earlier.
- 5.128. Coach Dixon was told by Mr. Agerlard that the reason for her removal was that they were replacing her with Cross Country since it was a new sport being added this year.
- 5.129. Coach Dixon alleges that she was removed from the list in retaliation of her gender discrimination complaint because Mr. McClelland and Dr. Rudley did not want Coach Dixon to discuss the truth about TSU's gender inequalities such as: Coach Dixon's request for a multi-year contract, an equitable salary based on having more head coaching experience than that of the Men's Basketball Coach, and her request for moving expenses when the other new coaches had received their money.
- 5.130. Therefore, Coach Dixon was banned from meeting with Ms. Henry, despite the fact that most of the other head coaches in the major sports met with her.

### **Summer Recruitment Paperwork Denied**

- 5.131. On June 26, 2008, Rosilyn Thomas, the Administrative Assistant for the Department of Athletics, came to Coach Dixon's office to inform her that Mr. McClelland (in another

act of retaliation based on Coach Dixon's gender discrimination complaints) had denied Coach Dixon's summer recruitment travel paperwork.

5.132. Then, Coach Dixon emailed Mr. McClelland about her summer recruitment paperwork and requested a meeting with him as well.

5.133. **Termination of Employment**

5.134. On June 30, 2008, Coach Dixon emailed Mr. McClelland again to schedule a meeting to discuss summer recruitment paperwork, however, he did not respond to that email.

5.135. Mr. McClelland stopped Coach Dixon in the hall and stated that he wanted to meet with her later that day at 4:00p.m., on June 30, 2008.

5.136. When Coach Dixon went to Mr. McClelland's Office, William Saunders, the Compliance Officer, was there.

5.137. Then, Mr. McClelland retaliated against Coach Dixon based on her complaints of gender discrimination under Title IX and provided her with a letter stating that June 30, 2008, would be her last work day and her official last day of employment would be August 31, 2008. The letter blatantly and falsely stated, "I regret to inform you that your appointment with Texas Southern University will end August 31, 2008, based on your rejection of the agreement offered by the University."

5.138. Coach Dixon did not reject the agreement. Rather, she had stated clearly and in no uncertain terms that the new agreement offered was discriminatory based on her gender and retaliatory based on her complaints of gender discrimination and unfairly violated her rights under Title IX.

5.139. Accordingly, Coach Dixon was the victim of gender discrimination and retaliation in violation of Title IX.

6. FIRST CAUSE OF ACTION: RETALIATION IN VIOLATION OF TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, 20 U.S.C. § 1681, et. seq., AND 34 C.F.R §100.7

- 6.1. Coach Dixon incorporates by reference and re-alleges each of the allegations contained in paragraphs 5.01-5.129 of this Complaint.
- 6.2. TSU, acting by and through its agents and employees, has intentionally engaged in gender discrimination and relation made unlawful by Title IX.
- 6.3. As a direct and proximate result of TSU's unlawful gender discrimination and retaliation, Coach Dixon suffered and continues to suffer lost earnings and benefits, emotional pain, suffering, professional and personal embarrassment, humiliation, loss of enjoyment of life, and inconvenience.

7. DAMAGES

- 7.1. As a direct and proximate result of the aforementioned arbitrary and capricious acts, Coach Dixon has suffered economic loss, compensatory loss, and mental anguish.

8. ATTORNEY'S FEES

- 8.1. TSU's actions and conduct as described herein and the resulting damage and loss to Coach Dixon has necessitated her retaining the services of SHELLIST★LAZARZ, LLP, 3D/International Tower, 1900 West Loop South, Suite 1910, Houston, Texas 77027, in initiating this proceeding. Coach Dixon seeks recovery of reasonable and necessary attorneys' fees.

9. JURY DEMAND

- 9.1. Coach Dixon hereby makes her request for a jury trial.

10. PRAYER

10.1. WHEREFORE, PREMISES CONSIDERED, Coach Dixon respectfully prays that TSU be cited to appear and answer, and that on final hearing of this cause Coach Dixon has the following relief:

- 10.1.1. Judgment against TSU, for actual damages sustained by Coach Dixon as alleged herein;
- 10.1.2. Pre-judgment interest at the highest legal rate;
- 10.1.3. Post-judgment interest at the highest legal rate until paid;
- 10.1.4. Back-pay;
- 10.1.5. Front-pay;
- 10.1.6. Compensatory damages;
- 10.1.7. Damages for mental pain and mental anguish;
- 10.1.8. Declare that TSU's conduct is in violation of Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681, *et seq.*, and its implementing regulations; and
- 10.1.9. Attorney's fees;
- 10.1.10. All costs of court expended herein;
- 10.1.11. Such other and further relief, at law or in equity, general or special to which Coach Dixon may show she is justly entitled.

Respectfully submitted

\_\_\_\_\_/s/\_\_\_\_\_  
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