

DC-26-05804

CAUSE NO: _____

CAMPAIGN EDGE360 CORP.,
Plaintiff,

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IN THE DISTRICT COURT
101st

v.

_____ **JUDICIAL DISTRICT**

STEPHEN YEAROUT, and STEPHEN
YEAROUT FOR SBOE, DISTRICT 9,
Defendants.

DALLAS COUNTY, TEXAS

PLAINTIFF’S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF THIS COURT:

Plaintiff Campaign Edge360 Corp. files this Original Petition complaining of Defendants Stephen Yearout and Stephen Yearout for SBOE, District 9, for breach of contract.

I. DISCOVERY CONTROL PLAN

1. Plaintiff intends to conduct discovery under Level 1 of the Texas Rules of Civil Procedure. This case falls within the expedited-actions process because Plaintiff affirmatively pleads that it seeks only monetary relief aggregating \$250,000 or less, excluding interest, statutory or punitive damages and penalties, and attorney’s fees and costs. Plaintiff seeks no non-monetary relief.

II. CLAIMS FOR RELIEF

2. Plaintiff seeks only monetary relief of \$250,000 or less, excluding interest, statutory or punitive damages and penalties, and attorney’s fees and costs.

III. PARTIES

3. Plaintiff Campaign Edge360 Corp. is a Texas corporation which may be served through its counsel of record, the undersigned.

4. Defendant Stephen Yearout is an individual and may be served at 2135 Stonehenge, Garland, Texas 75041, or wherever he may be found.

5. Defendant Stephen Yearout for SBOE, District 9 is Yearout’s campaign committee which may be served through its principal, Stephen Yearout, as stated above.

IV. JURISDICTION AND VENUE

6. This Court has subject-matter jurisdiction because the amount in controversy falls within this Court's jurisdictional limits.

7. Venue is proper in Dallas County, Texas under Tex. Civ. Prac. & Rem. Code § 15.002(a)(1) because Stephen Yearout resides in Dallas County and because a substantial portion of the events giving rise to this action occurred in Dallas County. Defendants operated the campaign from Dallas County, accepted services there, and received invoices and demands for payment there.

V. FACTS

8. In 2025, Yearout and his campaign retained Campaign Edge360 to provide consulting and campaign services for Yearout's race for the Texas State Board of Education, District 9.

9. The parties entered into a Campaign Political Services Agreement. Under that agreement, Campaign Edge360 agreed to provide political consulting, fundraising support, communications consulting, grassroots organization, strategic analysis, campaign training, branding, platform development, website strategy and development, speech and message development, voter-engagement planning, and related campaign work.

10. The agreement also called for specific campaign buildout and deliverables. Campaign Edge360 agreed to create a logo, biography, website, and platform with five issues and solutions. It also agreed to help develop Yearout's campaign message, candidate profile, public-facing materials, donor communications, and campaign infrastructure.

11. In return, Defendants agreed to pay Campaign Edge360 for its work. The agreement included a flat fee of \$65,000 for an SBOE race, a \$4,000 website-development and maintenance charge, fundraising fees, and payment or reimbursement for third-party services and other campaign costs incurred on Defendants' behalf. The agreement required payment of the SBOE fee immediately upon the client's receipt of the first round of fundraising proceeds and no later than

thirty days after execution of the contract. The agreement also required payment for all work performed and fees incurred through the effective date of termination.

12. Campaign Edge360 performed. It created and delivered campaign materials and campaign infrastructure for Defendants, including campaign language, logos, donor communications, training materials, photographs, email assets, website assets, and social-media setup tied to the Yearout4SBOE9 campaign brand.

13. Campaign Edge360 also performed substantial website work. It developed the campaign website, created campaign content, built out the candidate profile, maintained the site, and devoted substantial time to corrections and revisions tied to information that Defendants supplied.

14. Campaign Edge360 provided photography and related image work for the campaign. It coordinated and completed campaign photoshoots and delivered campaign photographs and related assets.

15. Campaign Edge360 also provided fundraising support and produced fundraising results. Through its efforts and network, it generated or helped generate campaign donations, including a \$10,000 donation from Pam Little and event-related donations tied to a fundraiser at Lynn Davenport's home.

16. Campaign Edge360 incurred and advanced campaign-related costs for Defendants, including thank-you cards and other materials.

17. Defendants accepted the services, directed the work, received the deliverables, used the campaign assets, and accepted the benefit of Campaign Edge360's work. Yearout personally participated in the campaign, personally directed campaign work, personally accepted the deliverables, and personally benefited from the services Campaign Edge360 provided. The campaign accepted and used the same services and deliverables.

18. Defendants did not pay as promised.

19. On or about December 7, 2025, Campaign Edge360 issued Invoice No. INV-2025-2026 to “Stephen Yearout for SBOE, District 9.” The invoice stated a balance due of \$71,822.99. That amount included the \$65,000 SBOE race fee and additional itemized charges for campaign services, third-party services, fundraising-related charges, and campaign materials.
20. Defendants paid no part of the final balance.
21. Campaign Edge360 followed up by text, email, phone, and counsel, seeking payment on February 10, 2026. Defendants still did not pay.
22. Campaign Edge360 terminated the relationship after Defendants refused to honor the payment terms. Termination did not erase Defendants’ payment obligations for all work performed and fees incurred through the effective date of termination.
23. Defendants also continued to benefit from Campaign Edge360’s work after the relationship ended. Yearout owned the campaign domain and controlled campaign accounts and wind-down. That control underscores his personal involvement in, and benefit from, the services at issue.
24. On February 10, 2026, Campaign Edge360, through counsel, presented its claim formally in writing and demanded payment.
25. Defendants still have not paid, and owe at least \$71,822.99 under the parties’ agreement.
26. Even if Defendants attempt to dispute the formation, execution, or completeness of the written agreement, their conduct still binds them. They requested the work, directed the work, accepted the deliverables, used the work product, accepted the fundraising benefits, and operated under the parties’ agreed terms. That conduct formed, confirmed, and ratified a contract at least on the material terms that governed the parties’ relationship.

VI. PLAINTIFF'S CAUSES OF ACTION

COUNT 1 – Breach of Contract

27. A valid contract existed between Plaintiff and Defendants. The parties memorialized their agreement in writing, and Defendants assented to and ratified the agreement through their words, conduct, requests for performance, direction of performance, acceptance of deliverables, use of campaign assets, and acceptance of fundraising benefits.

28. Plaintiff performed its contractual obligations, tendered performance, and stood ready to perform further until Defendants' nonpayment and related conduct forced termination.

29. Defendants breached the contract by failing to pay the amounts due under the agreement, including the SBOE flat fee, website charges, fundraising-related fees, reimbursable costs, and all amounts due for work performed and fees incurred through the effective date of termination.

30. Defendants' breach caused Plaintiff's injuries. Pursuant to the expectancy measure of damages, Plaintiff was damaged in an amount of at least \$71,822.99.

COUNT 2 – Quantum Meruit (in the alternative)

31. If the Court finds that no enforceable contract governs some or all of the services and materials Plaintiff provided, Plaintiff seeks recovery in quantum meruit.

32. Plaintiff furnished valuable services and materials for Defendants, including campaign consulting, strategic planning, branding, platform development, website work, message development, fundraising support, photography, donor communications, campaign assets, social-media setup, and campaign materials and costs advanced for Defendants' benefit.

33. Plaintiff furnished those services and materials for Defendants, not as a favor, but as part of a business arrangement that called for payment.

34. Defendants accepted, used, and enjoyed those services and materials.

35. Defendants had reasonable notice that Plaintiff expected payment. The parties discussed compensation at the outset, Plaintiff performed under the terms discussed, Plaintiff invoiced the work, and Plaintiff demanded payment more than once.

36. The reasonable value of the services and materials Plaintiff furnished is at least \$71,822.99.

VII. CONDITIONS PRECEDENT

37. All conditions precedent to Plaintiff's claims for relief have been performed.

VIII. ATTORNEY'S FEES, EXPENSES, COSTS, AND INTEREST

38. Under Tex. Civ. Prac. & Rem. Code § 38.001, Plaintiff is entitled to recover its reasonable and necessary attorney's fees, court costs, and allowable expenses. Plaintiff also seeks pre-judgment and post-judgment interest as allowed by law.

IX. PRAYER

CONSIDERING the foregoing, Plaintiff Campaign Edge360 Corp. respectfully requests that the Court enter judgment against Defendants Stephen Yearout and Stephen Yearout for SBOE, District 9, jointly and severally, for actual damages of at least \$71,822.99; alternatively, for the reasonable value of Plaintiff's services and materials under quantum meruit; for reasonable and necessary attorney's fees, costs, and expenses; for prejudgment and post judgment interest as allowed by law; and for all other relief, at law or in equity, to which Plaintiff may be entitled.

Respectfully submitted on April 1, 2026,

/s/Warren V. Norred

Warren V. Norred; Texas Bar Number: 24045094; warren@norredlaw.com

NORRED LAW, PLLC; 515 E. Border Street; Arlington, TX 76010

O: (817) 704-3984; F: (817) 524-6686

Attorney for Plaintiff Campaign Edge360 Corp.

ATTACHMENTS:

Exhibit 1 – Declaration of Jackie Besinger

Exhibit 1-A – Signed Contract

Declaration of Jackie Besinger

My name is Jackie Besinger, my date of birth is 04-15-1977, and my business address is **5900 Balcones Drive, Austin, TX. Ste 8547**, United States. I declare under penalty of perjury that the following is true and correct.

1. I own Campaign Edge360 Corp. I served as the primary consultant for Stephen Yearout and his campaign for Texas State Board of Education, District 9. I have personal knowledge of the facts stated in this declaration, and they are true and correct.
2. Campaign Edge360 agreed to provide campaign consulting and related services to Stephen Yearout and his campaign. I handled the relationship directly. I communicated with Yearout about campaign strategy, fundraising, website work, messaging, photography, donor communications, and campaign operations.
3. During the campaign, I worked with Yearout on campaign development, platform materials, campaign language, donor-related work, website content, and campaign branding. Campaign Edge360 also arranged and delivered photography, website development and maintenance, and campaign support tied to the Yearout4SBOE9 campaign.
4. On January 2, 2026, I spoke with Stephen Yearout by phone with Lynn Davenport also on the call. I recorded that call. During that conversation, I told Yearout the relationship could not continue. I raised several reasons. Those reasons included his failure to follow instructions, his failure to pay amounts due, his unwillingness to do the fundraising work expected of him as the candidate, disputes over website access and ownership, and his effort to pressure Campaign Edge360 to allow a family member to access visitor data from the Campaign Edge360 webpage so that the family member could use an AI system to answer campaign questions. Yearout gave vague reasons for wanting his cousin involved. I told him that Campaign Edge360 did not work with AI services for that purpose and that such services were not typical for Texas campaigns. I also told him that he, as the candidate, needed to answer voter questions and concerns himself.
5. During that same January 2 call, I addressed nonpayment. I told Yearout that he had not honored the payment terms. I had already reminded him about payment by text, email, and phone. His failure to pay formed part of my decision to end the relationship.
6. During the January 2 call, I also gave Yearout verbal instructions about immediate next steps. I gave him the contact information he needed for the Texas GOP office in Austin. I instructed him to act promptly on withdrawal. I did not promise a second round of shutdown instructions from me. I told him legal counsel would handle further communications. I did not tell Yearout to wait for me to give him more operational instructions before acting. He already had access to prior information from campaign consultant Micah and had the information necessary to contact the appropriate GOP office. I expected him to act without delay.

7. I told Yearout to return donations within seven days of our January 2 conversation to avoid problems with donors. To my knowledge, he did not do that. Donors later asked for refunds. On or about February 16, donor Melissa Katz and donor Pam Little requested refunds.
8. Yearout did not cease campaign activity immediately on January 2, delete campaign social-media accounts promptly, and remove DNS routing from the campaign website domain promptly. The social-media accounts on Facebook, X, and Instagram remained active until January 6, 2026. The website domain and DNS routing also remained in place well after January 2. The domain and hosting issues did not fully clear until late January, and I noted final removal on February 6, 2026.
9. Campaign Edge360 purchased thank-you cards on behalf of the Campaign. His wife accepted the purchase of those cards. Campaign Edge360 paid approximately \$167.99 for those cards. Yearout knew about that cost. Campaign Edge360 incurred that expense for the campaign and expected reimbursement.
10. Campaign Edge360 invoiced a fundraising-event charge tied to the Lynn Davenport event. That event involved more than Lynn Davenport's personal donation. The charge reflected donations that came through Campaign Edge360's efforts, including a \$500 contribution from Melissa Katz and a \$200 contribution from Nacy Rodriguez. Under the contract, Campaign Edge360 was entitled to collect a fee on those donations. The invoice reflected a \$175 charge tied to that fundraising activity.
11. Campaign Edge360 invoiced a \$4,000 website charge. Yearout and his Campaign agreed to that charge in the contract. Campaign Edge360 did not negotiate a reduction of that fee. That fee covered custom template and language development tailored to the education sector, ongoing website-content maintenance, platform development, and profile-building for Yearout as a candidate who lacked a strong public profile. Campaign Edge360 completed more than sixty hours of development work on the website and related campaign materials. That work included time spent correcting issues caused by unverified and ChatGPT-generated information that Yearout provided.
12. Campaign Edge360 invoiced Yearout and his Campaign for photography. The original session changed because of family-related issues and late cancellation. Yearout first canceled the session late on November 29, 2025. We then rescheduled the photoshoot for December 13, 2025. His two college-aged sons opted out of the first and second sessions, and his family did not communicate those issues to Campaign Edge360 in advance. Those changes required extra travel, extra time, extra shooting, and extra selection work. The final charge of \$480 reflected the added sessions, travel, photographer time, development work, and the effort required to produce usable campaign photographs. Campaign Edge360 did not agree to reduce that charge.
13. On December 12, 2025, I sent a payment request by text message to Yearout. I followed up by email on December 16, 2025. On December 12 at 3:34 p.m., I also made a follow-up call to discuss payment and fundraising. By that point, Yearout had already failed to follow up as asked on multiple occasions. He remained reluctant to reach out to others for fundraising help and unwilling to pay his consultant.

14. At the time of the January 2 call, Yearout had already received campaign donations, including a \$10,000 donation from Pam Little. Despite receiving donations, he still did not make the required payments. Instead, he wanted to use the Pam Little funds for a campaign wrap on his suburban. I told him not to waste the funds that way because the wrap would cost more overall and would need removal by March 3, 2026.
15. I also state the following about Campaign Edge360's records. I am the owner of Campaign Edge360 and I am familiar with how Campaign Edge360 creates, receives, keeps, and maintains its business records by virtue of my duties and responsibilities.
16. The attached Exhibit 1-A is a true and correct copy of the agreement between my company and Yearout. This document was created by me and Yearout, and maintained since the parties signed it. It is in the regular course of business to make and keep such records.
17. I have reviewed the petition to which this declaration is attached, and I personally attest to the factual allegations stated therein.
18. I make this declaration to authenticate the parties' contract attached as Exhibit 1-A as a business record under Texas Rules of Evidence 803(6) and 902(10).

Executed in Travis County, Texas on 04-01-2026.



Jackie Besinger

CAMPAIGN POLITICAL SERVICES AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2025, by and between Campaign Edge360 Corp., a political consulting and campaign services organization (“Consultant”), and _____, a political candidate and/or their authorized campaign committee (“Client” or “Candidate”).

1. PURPOSE

Campaign Edge360 Corp. agrees to provide political consulting, fundraising support, communications, grassroots organization, and other campaign-related services to the Client in connection with the Client’s campaign for public office in the **TEXAS STATE BOARD OF EDUCATION**

2. TERM

This Agreement shall be effective upon signature by both parties and shall remain in effect until the conclusion of the campaign or until terminated pursuant to Section 8 herein.

3. SCOPE OF SERVICES

3.1 Political Consulting

- Campaigns & Elections Training
- Grassroots support at the local and state levels
- Digital and local network advertising strategies through Campaign Edge360, OBBM Network TV, X, FB, and local Hispanic radio
- Ethics training on national and state-level issues in education
- Facilitation of endorsements from local businesses, conservative organizations, and influential candidates (**not affiliated with MAGA**).
- Creation of logo, biography, website and platform with five issues and solutions

3.2 Communications Consulting

- Speech writing and campaign development

- Audience identification and platform strategy, including the marketing and management of the candidate's website.
- Creation of ethical strategic outcomes
- Video production services to effectively tell the campaign story
- Platform expansion strategies for audience engagement and message visibility
- Maximize voter turnout by text survey and door knocking
- Build a broad coalition with trusted connections
- Community-specific messaging

3.3 Grassroots Consulting

- Grassroots organizing and network building
- Issue engagement and public education efforts through strategic marketing
- Planning and execution of forums, town halls, and other voter engagement activities

3.4 Strategic Analysis

- Voter behavior and demographic analysis
- Targeted messaging tailored to resonate with constituents by target demographics

4. FUNDRAISING FEES & TERMS

4.1 Event Fundraising Fees

For any fundraising event where donors are brought forward by the Client and funds are raised through such efforts, the Consultant shall receive a **20% fee** on the total funds raised.

Example: If an event raises \$10,000, the Consultant shall be entitled to \$2,000.

4.2 SBOE Race Fee

If the Client is a candidate for the Texas State Board of Education, the Consultant shall receive a **flat fee of \$65,000**. This fee encompasses all services related to the campaign platform, including all marketing and local surrogate (s), video production, and promotion.

Payment is due immediately upon the Client's receipt of the first round of fundraising proceeds, but in no event later than thirty (30) days following the execution of the contract.

4.3 Donations from Campaign Edge360 Corp. Network

Any donations sourced directly through Campaign Edge360 to the Candidate's campaign shall be subject to:

- A 25% fee per one-time donation
- A 15% fee on all recurring donations

5. THIRD-PARTY SERVICES

All third-party services, including but not limited to yard signs, food services, websites, mailers, billboards, financial campaign managers or campaign treasurers, fundraising staff and/or campaign personnel, will be paid for directly by the Client from campaign funds to Campaign Edge360 or the provider directly, as applicable.

- The Consultant may facilitate or recommend such services but does not cover their costs.
- The Consultant may contract third-party vendors on the Client's behalf; all costs will be paid directly by the Client.
- Campaign Financial Advisor or (Treasurer) services are available at **\$100 per month**. Campaign Edge360 can assist in hiring additional staff, allowing the Client to focus on campaign fundraising, presentations, and learning processes without the stress of sourcing personnel. These fees can be paid to Campaign Edge360 as appropriate staff are hired.
- All other service fees will be quoted by the respective providers.
- Website development will involve an extra charge of **\$4,000**, which covers marketing maintenance. The fees for account setup and the duration of campaign activities are to be paid separately by the candidate during the account setup process. *(Note: Normally, this fee ranges from \$10,000 to \$15,000.)*

- The Consultant will ensure the lowest available pricing from all providers, including mailers, billboards, and signs, to support campaign success. Our emphasis is to keep everything local to stay within budget.

The Client will have final approval on all campaign materials and messaging before public release. Options will be presented during Zoom meetings or in person for review and discussion prior to finalization.

6. CLIENT RESPONSIBILITIES

The Client agrees to:

- Provide timely and accurate campaign information
- Actively collaborate with the Consultant and campaign surrogate
- Promptly process Consultant's fees per this Agreement
- Comply with applicable campaign finance laws and reporting obligations
- Maintain full communication of all donors, expenses and donations with campaign consultant to prevent funding mistakes that lead to legal issues

7. CONFIDENTIALITY

All proprietary and campaign-related information exchanged under this Agreement shall remain confidential and shall not be disclosed to any third party without prior written consent, unless required by law.

8. TERMINATION

This Agreement may be terminated:

- By mutual written consent of the parties
- By either party with 30 days' written notice
- Immediately by the Consultant if payment terms are not honored or if the Client engages in unethical or unlawful conduct

In the event of termination, the Consultant shall be compensated for all work performed and fees incurred through the effective date of termination.

9. INDEMNIFICATION

The Client agrees to indemnify and hold harmless the Consultant, its officers, employees, and affiliates from any claims, liabilities, or legal expenses arising out of campaign activities, except in cases of gross negligence or willful misconduct by the Consultant.

10. MISCELLANEOUS

- **Entire Agreement:** This document represents the full agreement between the parties.
- **Amendments:** Any modifications must be in writing and signed by both parties.
- **Governing Law:** This Agreement shall be governed by the laws of Texas, the state in which the Candidate is running.

SIGNATURES

Campaign Edge360 Corp. EIN 93-1376701

By: Jackie Besinger

Title: **Campaign Consultant**

Date: _____

Signature: _____

CANDIDATE / CLIENT

By: _____

Name: _____

Title/Office: _____

Date: _____

Signature: _____

11-20-25, 9:57 Stephen Year...



Done

1 of 1

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Campaign Edge360 Corp

By: 11-20-2025

Campaign Edge360 Corp:

Date: [Signature]

Candidate

By: Stephen Yearout

Name: Stephen Yearout

Date: 11/19/25



Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Marie Anderson on behalf of Warren Norred
Bar No. 24045094
marie@norredlaw.com
Envelope ID: 113155432
Filing Code Description: Original Petition
Filing Description:
Status as of 4/4/2026 11:02 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Norred Law		court@norredlaw.com	4/1/2026 4:36:30 PM	NOT SENT