

CAUSE NO. DC-26-05804

CAMPAIGN EDGE360 CORP., <i>Plaintiff,</i>	§	IN THE DISTRICT COURT OF
	§	
	§	
v.	§	
	§	DALLAS COUNTY, TEXAS
STEPHEN YEAROUT, and STEPHEN YEAROUT FOR SBOE, DISTRICT 9, <i>Defendants.</i>	§	
	§	
	§	101st JUDICIAL DISTRICT

First Amended Original Answer

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW Stephen Yearout and Stephen Yearout for SBOE, District 9 (hereinafter “the Campaign Committee”), Defendants in the above-entitled and numbered case, and file this First Amended Original Answer to Plaintiff’s Original Petition and would respectfully show as follows:

Introduction

Stephen Yearout’s interaction with Campaign Edge360 Corp was a disaster. Acting through the corporation’s president Jackie Besinger and employee Lynn Davenport, Campaign Edge360 Corp was falsely represented to Yearout as experienced campaign professionals who had run “nine or ten” political campaigns. Yearout was induced to sign an agreement for his campaign to pay Campaign Edge360 Corp \$65,000 plus other excessive fees based on Besinger and Davenport’s assurances that a donor had already pledged \$50,000 to fund his campaign and that other major donations would be forthcoming. Besinger and Davenport knew they were lying to Yearout about their experience and the pledged donations and used the false promises of funding to assuage Yearout’s stated concerns that he could not personally fund a campaign for public office.

In reality, Besinger, Davenport, and Campaign Edge360 Corp turned out to be activists, obsessed more with petty squabbles with perceived adversaries and conspiracy theories about state political officials than running political campaigns. The pair utterly failed to deliver any value to Yearout, from directing him to file for office in the wrong location, failing to set up a campaign website, and failing to secure political donations. Worse, Besinger was actively hostile to Yearout's *raison d'être* for running for office, his advocacy for better dyslexia services for Texas families and children.

Ultimately, Besinger, Davenport, and Campaign Edge360 Corp rescinded their contract with Yearout's campaign committee when they abandoned their role as campaign advisors and instructed Yearout to withdraw from the race for State Board of Education. Yearout accepted their offer and withdrew from the race, happy to finally bring an end to a nightmare relationship. Campaign Edge360 Corp fraudulently induced Yearout to enter into the agreement with him, failed to deliver any valuable services, then abandoned Yearout's campaign and demanded that he withdraw as a candidate months before the election. No prospective candidate should ever again be tricked into employing Campaign Edge360 Corp, Jackie Besinger, or Lynn Davenport to serve as managers or consultants for a political campaign. Campaign Edge360 Corp is owed nothing and deserves nothing from Yearout or his campaign committee and this lawsuit should be dismissed.

Statement of Facts

As a dyslexic adult and the father of dyslexic children who are now thriving in college, Stephen Yearout has spent more than a decade advocating for Texas families and children who are often failed by the public education system. In addition to his full-time job as an IT professional, Yearout advocates for better education policy through his organization, Empower Dyslexia. As

host of the internationally-followed podcast the Empower Dyslexia show, Yearout has worked to equip families, educators, and policymakers with the tools and knowledge needed to help every child learn to read successfully.

Through Yearout's advocacy at the legislature and before the State Board of Education, he met Lynn Davenport, a fellow education activist and an agent of Plaintiff Campaign Edge360 Corp. On November 7th, 2025, during a phone call between Yearout and Davenport, Davenport asked Yearout to consider running for State Board of Education, District 9. Davenport told Yearout that he would "have a huge army of people" and that he would win the race. She suggested that Yearout meet with the founder of Plaintiff Campaign Edge360 Corp, Jackie Besinger (aka Jackie Gist).

On November 10th, 2025, Stephen Yearout and his wife Amy met with Davenport and Besinger over Zoom to discuss Davenport's idea that he run for SBOE. During that meeting, Davenport and Besinger told Yearout that Besinger and Campaign Edge360 Corp were experienced campaign professionals who had managed and won numerous campaigns in the past. Specifically, Besinger claimed credit for running the successful campaign of SBOE member Pam Little. Yearout would later learn that this was a lie. There is no record that Besinger or Campaign Edge360 Corp have ever been paid for work on a political campaign and Pam Little herself has confirmed that Besinger did not run her campaign.

During the November 10th, 2025, meeting, Besinger criticized Yearout for not graduating from high school. Yearout explained that this was not an issue he was afraid to discuss on the campaign trail, as his experience with school informed his efforts to advocate for better outcomes for Texas children and families, particularly those many Texas families struggling with dyslexia.

Following the November 10th, 2025, Zoom meeting, Besinger sent Yearout information on forming a campaign for public office, as well as a draft “Campaign Political Services Agreement.” The proposed agreement’s terms contained unusual and exorbitant fees. In addition to a 20% commission on all campaign funds raised through a “fundraising event where donors are brought forward by [Yearout],” and a 25% commission on all one-time donations and a 15% commission on all recurring donations “sourced directly through Campaign Edge360,” the agreement provided that “[i]f the Client is a candidate for the Texas State Board of Education,” Campaign Edge360 would receive a flat fee of \$65,000 for “all services related to the campaign platform, including all marketing and local surrogate (s) [sic], video production, and promotion.” This flat fee covered all services for the campaign which, if successful in the primary, would have run until November 2026 and was “due upon the Client’s receipt of the ‘first round of fundraising.’”

Shocked by the proposed contract’s exorbitant fees, in particular the \$65,000 flat fee, Yearout confronted Davenport during a phone call on November 17th, 2025. He told her, “There’s no way I’d be able to come up with that” and explained, “I’m just flat out not going to put ourselves in a bad situation.” Davenport responded, “of course not,” and suggested that he discuss the issue further with herself and Besinger at a meeting planned for the following day. In response, Yearout reiterated that he did not want to waste Besinger’s time to have the meeting if the fees were going to be an issue. Davenport insisted that the meeting go forward, saying: “**This is not about the money. We will get the money.**”

Later that day, Davenport texted Yearout to reassure him about the campaign’s expenses, stating: “Pam Little called me and she’s willing to donate \$50,000 if you’re the right candidate. I’m telling you. The money is gonna come.” Yearout relied on Davenport’s false representation

that Little would donate \$50,000 to his campaign in proceeding with the meeting and in engaging Campaign Edge360 Corp as his campaign consultants.

The next day, on November 18th, 2025, Stephen and Amy Yearout met with Besinger and Davenport in-person. Besinger again claimed that she was a professional campaign consultant who had managed and won numerous campaigns in the past. Yearout reiterated that he did not have personal funds to pay for the campaign, or Campaign Edge360's fee, nor did he have a network of friends or supporters who could make donations sufficient to pay for the campaign or the contract fees. Besinger and Davenport again assured Yearout that Pam Little had already pledged \$50,000 to his campaign, and that they would be able to bring in political contributions from other donors sufficient to pay for the campaign's expenses, including their own fees. During the meeting, Yearout was instructed to keep Besinger's involvement in the campaign confidential.

Despite their claims that they were professional political campaign consultants, throughout the campaign, Davenport and Besinger were focused on their squabbles with other activists in the education realm. On November 20th, 2025, Davenport texted "[Texas Public Policy Foundation] is the enemy. On, December 5th, Davenport told Yearout: "[Texas Home School Coalition] is the enemy. I had to debate their little gay lobbyist last spring on voucher subsidies. They are the antithesis of freedom." For Davenport, former TEA commissioner Mike Moses is a "bottom feeder." Likewise, Republican Party chairman Abraham George is described as the "enemy," with an innocuous Twitter post showing George posing with various candidates filing for office prompting a comment from Davenport of "Grrr."

In one of the first calls of the campaign on November 20th, 2025, there were already indications that Besinger did not have the resources or experiences typically associated with a

professional campaign consultant. Besinger asked Yearout to ask his wife to identify a local printer. When Yearout explained that he has already found one, Besinger asked “What about mailers. Do they do mailers?” She then asked him to ask the mail shop he had identified for prices for mailers and for referrals for printing yard signs and T-shirts. Yearout then had to explain to Besinger that the price for printing T-shirts would depend on how many colors were included.

During the November 20th, call, Yearout asked Besinger what the filing fee would be to run for office. She expressed hesitation whether it would be \$300 or \$350, then instructed him to “keep the receipt” and that it would be itemized by his treasurer and then Yearout would “get that back.” Yearout relied on these false representations to confirm that he was not being expected to personally fund the campaign and that he would even receive reimbursement from the campaign for his personal expenses.

Besinger explained that communications for the campaign would be coordinated between the “four of us,” meaning Jackie Besinger, Lynn Davenport, Stephen Yearout, and Amy Yearout. A text thread between the four was ultimately created on November 26th to share assets. As an IT professional, Yearout suggested that he already had access to WordPress platforms and had access to templates that could be used to form the campaign website. Yearout asked about “hosting” which prompted confusion from Besinger about what a hosting company even was. She deferred all website maintenance matters to a subcontractor, Caroline, who would do “her magic.” The next day, Besinger again agreed that she could use Yearout’s existing website resources and expertise. She again deferred all website matters to Caroline, saying that Caroline agreed the website would be “very easy.”

As Yearout was in the process of getting his campaign bank account set-up, he told Besinger in a call later on November 21st that his CPA, who would be serving as the campaign treasurer, was worried about being doxxed. Rather than advising Yearout that he himself could serve as his own campaign treasurer, Besinger instead suggested that the CPA list Besinger's address as her own, in violation of the Election Code. Near the conclusion of the call, Besinger explained that, "today, I was chasing the funding." Yearout relied on this false representation about fundraising to again confirm that Besinger and Davenport would be helping him raise money for the campaign in order to, amongst other things, ultimately pay Campaign Edge360 Corp's fees.

Advised by Besinger that he could not open his campaign's bank account until he had filed to run for office (which he later learned was not true), Yearout traveled to Austin to file for office on the morning of Monday, November 24th. **Yearout was directed by Besinger to go to file for office at the Secretary of State's office.** When Yearout arrived at the Secretary of State's Office, he was informed that he could not file for office there and instead needed to go to the Republican Party of Texas headquarters. In reaction, Besinger called the Travis County Republican Party (not the state party) for advice and suggested that Yearout could file for office "online." When Yearout recounted that the employee of the secretary of state's office refused to accept his candidate filing, Davenport commented that that "sounds like candidate suppression." Yearout researched the matter and explained to Besinger and Davenport that he could not file for office online. Eventually, Yearout found the address for the Republican Party of Texas headquarters and went there, only to find that the office was closed for the week for Thanksgiving. To this, Besinger blamed the closure of the office on a conspiracy between RPT Chairman Abraham George and Governor Greg Abbott

to engage in “candidate suppression” in order to “move things slowly toward having a Democrat in charge.”

Yearout traveled a second time to Austin on December 1st, 2025, finally successfully filing for office at the Republican Party of Texas headquarters. Frustrated with the bad filing instructions he had received, Yearout asked Davenport in a call on his drive home: “How many campaigns has Jackie [Besinger] run?” Davenport responded: “nine or ten.” To which Yearout asked, “Have things changed?”

In truth, Texas Ethics Commission records show no record of Jackie Besinger (or, as she is also known, Jackie Gist) or Campaign Edge360 Corp ever receiving any payment from any political campaign ever. There is no indication that Campaign Edge360 Corp has ever had any other client than Stephen Yearout. In reality, Besinger and Davenport appear to be political activists, operating a political action committee of sorts, and masquerading as a for-profit political consulting firm.

Yearout relied on Davenport’s false representation that Besinger had run “nine or ten” campaigns to continue working with Besinger and Campaign Edge360 Corp despite their demonstrated incompetence.

In another call with Besinger on December 1st, 2025, Yearout asked about making a minor tweak to his campaign announcement press release to note that another of his children had been admitted to Tarleton State University. To this, Besinger became combative, not understanding that it was a simple question about press release verbiage, and instructing Yearout “This is about you, the candidate.”

Yearout’s campaign was announced the next day on December 2nd, 2025. As the time for the announcement arrived, Yearout asked Besinger over text message: “Who is sending the Press

Release out?” Besinger responded: “You can start by sending through your social media and then I [sic] shared far and wide. Which template are you using?” Yearout questioned Besinger: “I thought a press release was sent to media/news for them to push it out?” To this Besinger responded: “Not for SBOE”. Yearout commented: “So this is not a press release it is a social post.” Yearout then independently reached out to the Garland Gazette to ask if they would publish the release, which they did. Later that day, Amy Yearout noticed a typo in the press release and asked Besinger about her misspelling of the word “Equality.” This prompted Besinger to respond: “No, I changed that because equity is not used conservatively. The democrats use equity too much.” Amy Yearout corrected Besinger, pointing out that the press release had spelled the word “equality” as “equity.”

Later in the day on December 2nd, in a call with Besinger, Yearout expressed skepticism about proposed plans for a December 13th fundraiser being successful with such a short planning period and being so close to Christmas. Besinger rebuffed his concerns, instructing the fundraiser to go forward. When he asked about opening a bank account, Besinger suggested that it was “going to take days” for the Republican Party to process his filing paperwork because they’re “horrible people.” Yearout then explained to Besinger that he had already contacted the Texas Ethics Commission to get his campaign finance materials set-up and that they would have the materials turned around within 24 hours.

The conversation then turned back to the issue of how they were going to finance the campaign. Besinger mentioned that she had a friend who wanted to give Yearout \$500, but suggested that he would need to “keep her information private” despite campaign finance laws

requiring the disclosure of donors' names. "She's a Democrat. You don't want her name," added Besinger. Yearout then asked about the larger promised donation:

Yearout: "What was her name? The one who said she'd give me \$50,000?"

Besinger: "That's Pam. And she will give you the 50."

Yearout: "Well, that will give us some breathing room."

Besinger: "I'm not worried about the money. Money will start coming."

Again, Besinger instructed Yearout to "keep track of his expenses," including expenses prior to his campaign, for his multiple filing trips to Austin, and for travel to events "if he fills up the tank." Besinger compared the issue to her reimbursement of expenses to Davenport, noting that she wanted to "make sure [Davenport's] gas is taken care of. I don't want her husband to think she continues to give her life away." These statements confirmed again Besinger's intent that Yearout would be reimbursed for his personal expenses incurred in connection with the campaign. Yearout relied on these false statements to continue his relationship with Besinger.

Near the end of the December 2nd, 2025, phone call with Besinger, Yearout pointed out that a website element needed for his WordPress template that had been quoted by Caroline at \$40 per month could normally be had for \$6 or \$12 per month, and that it was available even cheaper due to a Black Friday sale. The next day on December 3rd, Besinger, Caroline, and Yearout connected on a three-way call to discuss the website. After much discussion, Caroline confirmed that the website could be set-up by upgrading Campaign Edge360's WordPress account at an expense totaling \$160. Despite this agreement on December 3rd that the website would only cost \$160, Campaign Edge360 Corp continues to demand \$4,000 for the development of Yearout's website.

December 4th, 2025, was occupied by repeated phone calls between Yearout and Besinger regarding the lack of a functional campaign website, despite the campaign's launch on the 2nd. Yearout attempted to explain the basic differences between WordPress templates, web hosting, and DNS services. Throughout the calls, it was clear that Besinger had no familiarity with how websites functioned, with Yearout being forced to explain to her what DNS services and IP addresses even were. As Yearout attempted to point his DNS server addresses at Campaign Edge360 Corp's web hosting server, it repeatedly redirected to a personal domain for Jackie Besinger. Yearout expressed concern that this error would compromise Besinger's instruction that he keep her involvement in his campaign confidential. Exhausted by Besinger's inability to understand the website issues, Yearout suggested that a web page that simply hosted the campaign's press release would be better than having no website for his campaign: "Not having a website up is even worse than having a crappy one."

The next day on December 5th, Yearout, Davenport, and Besinger met via Zoom. Besinger was hostile. She accused Yearout of trying to "take over the website." Worse, she berated him for his campaign platform, saying that unidentified people were confronting her about being associated with a candidate who had dropped out of school and "goes around crying about being dyslexic." Besinger instructed Yearout to abandon his campaign platform.

In a call later that day, Yearout explained to Davenport his frustration with Besinger's attacks on his background: "One thing that rubs me the wrong way, she's said it multiple times now. I am not ashamed of me quitting school. Me having dyslexia. Whatever. I do not use it as a 'crying crutch.' I use it as a 'This is what happened, and this why I'm doing what I'm doing.'"

Davenport defended Besinger: “She’s just getting ahead of things. We see things before they happen. These are our gifts. She and I share that.”

Again on December 8th, 2025, Yearout expressed his frustrations with Besinger’s attacks on his platform: “I appreciate you not calling me back this weekend. After that meeting with Jackie, I was freaking really upset with her. ... I’m sorry ... Because if it went any further, I would have said, look I’m not the right candidate for her.” Yearout explained to Davenport that he’s “never done this before” and that he’s frustrated that Besinger’s instructions were to “just go out and talk to people.”

On December 10th, 2025, Yearout began requesting that Besinger provide him with a campaign budget. He reiterated on December 12th that he “want[ed] to see what [Besinger] is budgeting for the campaign. I have a right to see that.”

On December 11th, 2025, Yearout finally met with Pam Little, in a meeting arranged by Lynn Davenport. Jackie Besinger insisted on attending the meeting as well, which Yearout later learned surprised Little and hurt his fundraising chances. Yearout was surprised when Little donated \$10,000 to his campaign, instead of the \$50,000 that he had previously been promised would be donated. As they were walking back to their car after the meeting, Davenport reassured Yearout that the \$10,000 was “just a start” and that Little would provide the rest at a later date. Yearout then mentioned to Besinger that he had seen another candidate who had wrapped their car with campaign signage and asked her if that was something they should consider doing. Besinger responded, “You would do that?” Yearout said: “Yes, if it would help by driving around East Texas during the campaign.” Besinger did not question the validity of the campaign wrap idea.

The next day on December 12th, after obtaining pricing information on a wrap for his SUV, Yearout provided the information to Besinger, who suddenly reacted with hostility. She told him that she had spoken with a lawyer and that state law required him to keep the wrap on his vehicle only for a maximum of 90 days, meaning he would have to remove the wrap from his vehicle within 10 days of the primary. In the alternative, Besinger suggested that Yearout acquire magnetic labels for his vehicle featuring the campaign logo.

In response to Yearout's requests for a campaign budget, Besinger responded on December 12, 2025, demanding immediate payments from Yearout of over \$150k:

“In short Campaign Budget Now through March.

1. “Campaign Manager: \$65,000 - Paid this month

2. Campaign website: \$4,000-Paid this month

2. [sic] Campaign thank you cards: 1,000 - \$1,080 Paid this month

First round pf [sic] Yard signs between 5,000 to 8,000, 18” x 24” signs (3-color, 2-sided, wire stands) \$16,000 to 20,000 Angelina, Gregg, and Smith County. Paid by January.

First round of Mailers 100,000 pieces \$60,000 + Paid by January

To be paid asap. \$150,080.

You will need to secure \$250,000 from now until March”

Besinger concluded the conversation by attacking Yearout, stating: “Stephen, I am concerned about your decision-making.” To this, Amy Yearout responded: “I’m concerned about how much money needs to be raised between now and end of January.” Besinger responded: “an [sic] this is precisely why I have been requesting the donors’ list and asking for you to connect with them.”

Invitations for the December 13th fundraiser were not ultimately completed and sent out until December 9th. On December 12th, Davenport claimed they had “anywhere from 40-100 people coming tomorrow.” Unsurprisingly, the fundraiser was unsuccessful. Only around 20 people showed up, seven invited by Yearout, and the event generated only two contributions—one for \$500 and another for \$200. This barely exceeded Davenport’s expenses for the event, which totaled \$551.82 and which she in-kind donated to the campaign.

The next day, Yearout expressed frustration with the fundraiser, saying: “Yesterday was a sh*tshow.” He reiterated again that, “we don’t have people who are going to drop tens of thousands of dollars.” Davenport responded that it was her and Besinger’s responsibility to help with fundraising: “We do have a role in donors. We got Pam because of relationships.” “Things change once the money starts coming in. She’s just being cautious. She doesn’t know you,” Davenport added, with regard to Besinger. Davenport encouraged Yearout: “You’re doing it. She recognizes that you’re doing it. Your contacts are valuable. You’ve established credibility with all these people. They may not be our donors but they’re going to lead to our donors because they can defend you.” Davenport again defended Besinger, stating “Jackie is very well connected. She knows what she’s doing and this is a very big battle.”

On the morning of December 15th, 2025, Besinger again reiterated her expectation that Yearout somehow raise a quarter million dollars for the campaign. “Stephen, please ask your close friends if they would be willing to host a fundraiser at their homes with people they know. We urgently need donations of \$100, \$200, \$500, \$1,000, and \$10,000 or more. Our goal is \$250,000.” In response, Yearout reiterated his financial situation: “This is why I said from the

start, I do not have friends with money. I am very stressed out about it. I have to still work.” Besinger responded, “The money will come, but we have to ask. Every dollar counts.”

In a call later in the day on December 15th, Yearout asked Besinger about the required disclaimer on proposed campaign thank you cards. She expressed ignorance about what the disclaimer was required to say, but rebuffed Yearout’s concerns, noting the drafts were not final. She then proceeded to shoot down an idea presented at the December 13th fundraiser by Yearout’s brother-in-law, who owned an AI company. The brother-in-law had proposed creating a free feature for Yearout’s website through which an AI chatbot would answer stock questions about the campaign, in the nature of a FAQ, with an effort to collect information about website visitors for follow-up connections. According to Besinger, this was not an option because she believed a family member could not make an in-kind donation of services to create the AI chatbot if the value of the services was more than \$500, “otherwise it will lead to the IRS looking into your finances and whole campaign’s finances.” According to Besinger, collecting data on website visitors would be “breaking the law” and the campaign and brother-in-law would have to obtain a “permit” from the state in order to collect website data. When Yearout, who is an IT professional, explained that nearly every website collects data on its visitors, Besinger claimed that there was a “difference when it comes to political” and that they needed to, “be cautious. We can go to prison.”

On December 16th, 2025, Besinger emailed an invoice to Yearout back-dated to December 9th, demanding payment of \$71,822.95 due upon receipt.

The next day, on December 17th, 2025, in a phone call between Yearout and Besinger, Besinger stated: “Lastly, before I go, try to send one payment for the web developer, the cards, and the pictures, by next week.” Yearout again reiterated that he was “struggling” with paying

\$4,000 for the website after he, Besinger, and Caroline had agreed on December 3rd to use a WordPress template and agreed it would cost \$160. Besinger responded: "I understand, but that is going to maintain your website for the entire time of your campaign. I understand that's what you do for a living, and that's why it's killing you, but that's business. You cannot get involved on that. I need to cut your hands and your legs from getting involved on the website." Besinger went on to claim: "Anyone else will charge you fifteen to twenty thousand. I don't want anyone to abuse you. **I don't need the money. I can give you all the money you need for running your campaign. I don't need it.** And I'm not going to let anyone abuse you. I'm not going to let anyone tell you it's going to cost you this much more. I'm not going to let that happen. But this is, someone is going to handle it. She's going to make sure that anything that needs to be add [sic], anything that needs to be fixed, she's not even finished. So let that die. Let it die. Because that has to be done by someone who has been doing this for a long time, just like you, that has a different eye than you. I don't do a whole lot of things on just my eye. Because then it's only your eyes that are looking at something. And it's never perfect when it's only your eyes looking at it. Do you understand where I'm coming from? Surrender what you know to someone else and make sure you tell me what else you want in it and what else needs to go in there, which I already have almost everything that needs to be there. The pictures that are going to be add [sic]. Information that's going to be add [sic]. She will do all those things as I send them to her. Language that, you know, may need to be modified in the next, whatever many months. Anything that's that." This confirmed that despite billing Yearout for the campaign website on December 16th, the website was still not completed despite the campaign's launch two weeks earlier. Besinger closed the conversation

saying: “Just remember, it’s not what you want, the way you want to do it, it’s being done politically the way it’s supposed to be done. Surrender that.”

Yearout and Besinger did not communicate again throughout the Christmas holidays. On December 30th, Besinger texted Yearout a Zoom link for a scheduled Zoom call for January 2nd. During that January 2nd, 2026, Zoom meeting between Besinger, Davenport, and Yearout, Besinger abruptly terminated the parties’ relationship. Besinger stated: “I don’t think that we need to continue to move forward with this campaign. I think that you need to withdraw.” Besinger instructed Yearout that her lawyer would contact him on the following Monday and give him instructions on how to contact the state Republican Party to withdraw. “The lawyer will give you all of the rules on how to end this.”

Besinger demanded that Yearout both return the donations he had received to the donors, including Pam Little, but also that he pay Campaign Edge360 Corp out of his own pocket for the contract fees, including commissions Campaign Edge360 Corp had allegedly earned on the donations she was now demanding he return.

Besinger claimed that because Davenport was “the one that brought you here,” that for any payments Yearout didn’t make, Davenport would “have to answer for them.” Yearout questioned whether Davenport was going to be required to pay \$65,000, and Besinger responded that she would “make a change” to the charges, but whatever Yearout didn’t pay, “Lynn will have to take care of them.”

During the January 2nd, 2026 call, Besinger continued to berate Yearout for talking about the system failing him on account of his dyslexia, telling Yearout that in her opinion, “**You have no value.**”

On January 14th, 2026, Yearout spoke with Davenport over the phone about the matter. Davenport asked Yearout if he had heard from Warren (Besinger's attorney) yet. Yearout confirmed that he had not and Davenport pledged to reach out to Besinger and inquire about it. Davenport said about the campaign that, "the whole thing sputtered from the beginning," and that she didn't "think there was a snowball's chance, sadly." She told Yearout to consider his withdrawal a "blessing" compared to doing "all that work and losing."

On February 10th, 2026, Yearout was contacted by Warren Norred, an attorney representing Campaign Edge360 Corp. Norred demanded payment of \$71,882.99 and attached supporting documents, including a recording of Besinger's January 2, 2026, Zoom call with Yearout. Despite the call ending at around the 12:55 mark of Besinger's recording, the recording discloses an additional four and half minutes of conversation between Besinger and Davenport following the call with Yearout. During that portion of the recording, Davenport states "**Yes, he explicitly said. We already knew he didn't have any money. This wasn't about getting his money.**" To this, Besinger responded, "**Why would I need to do that? I have money.**"

On March 27th, 2026, Yearout spoke with Pam Little about Besinger and Campaign Edge360 Corp's litigation threats and demands, and the promises made in November that led to their relationship. Little explained that she had never promised \$50,000 to Yearout's campaign but had suggested to Davenport that if she "found the right person" she would be willing to finance at least one mailer, which would have cost around \$50,000. Little explained that she had been unaware that Besinger was involved in Yearout's campaign until 30 minutes before their meeting on December 11th, 2025, when Besinger texted Little that she was in front of her house, ready for the meeting. Little explained she was disappointed with Davenport that she had not told her about

Besinger being involved, because “that would be a red flag for me, immediately.” Besinger’s involvement made Little “hesitant” to become more involved with Yearout’s campaign because Besinger had not come through on things she had told Little she would do in the past. Little corrected Besinger’s false statements, confirming that Besinger had not run her previous campaigns, though Besinger allegedly “would have liked to” and “tried to worm her way in.” According to Little, Besinger had never run a campaign for anyone. At the conclusion of the call, Little disclaimed any demand for a return of her \$10,000 donation, expressing a willingness to accept whatever amount might be returned to her, but also expressed that she understood if the funds might be consumed by this litigation.

Stephen Yearout continues to desire to return the funds donated to his campaign to the donors. However, because of Campaign Edge360 Corp’s continued demands that he simultaneously return the funds to the donors, while paying them fees that were not earned out of his own pocket, he is unable to do so until this dispute is resolved.

General Denial

Pursuant to Tex. R. Civ. P. 92, Defendants generally deny each and every allegation set forth in Plaintiff’s Original Petition and demands strict proof thereof.

Affirmative Defenses

Defendants assert the affirmative defenses of rescission and fraudulent inducement:

Rescission

Defendants assert the affirmative defense of rescission. “Parties may rescind their contract by mutual agreement and thereby discharge themselves from their respective duties. The mutual release of the rights of the parties is regarded as a sufficient consideration for the agreement.” *Tex.*

Gas Utils. Co. v. Barrett, 460 S.W.2d 409, 414 (Tex. 1970). This offer and acceptance of “can be made tacitly as well as expressly.” *Id.*

In this case, Jackie Besinger, President of Campaign Edge360, recorded and produced to Defendants her conversation with Stephen Yearout on January 2nd, 2026, in which she terminated the Campaign Services Agreement by instructing Yearout to withdraw his candidacy for the State Board of Education. It is undisputed that Yearout accepted this offer of rescission by withdrawing.

Fraudulent Inducement

Defendants assert the affirmative defense of fraudulent inducement. “Fraudulent inducement is a species of common-law fraud that shares the same basic elements: (1) a material misrepresentation, (2) made with knowledge of its falsity or asserted without knowledge of its truth, (3) made with the intention that it should be acted on by the other party, (4) which the other party relied on and (5) which caused injury. Fraudulent inducement is actionable when the misrepresentation is a false promise of future performance made with a present intent not to perform.” *Anderson v. Durant*, 550 S.W.3d 605, 614 (Tex. 2018). “Fraudulent inducement may be asserted as an affirmative defense.” *Carter v. Plano Prairie Ptnrs., Ltd.*, No. 05-01-00179-CV, 2002 Tex. App. LEXIS 2985, at *9 (Tex. App.—Dallas Apr. 30, 2002, no pet.); *see also Koral Indus. v. Sec.-Connecticut Life Ins. Co.*, 802 S.W.2d 650 (Tex. 1990).

Jackie Besinger and Lynn Davenport, as agents of Plaintiff Campaign Edge360 Corp, repeatedly held themselves out as campaign professionals who had run as many as nine or ten political campaigns, including the successful campaign of SBOE member Pam Little. Both Davenport and Besinger repeatedly assured Yearout that Pam Little had pledged \$50,000 to his campaign. However, Davenport and Besinger knew this was false, because Little had only

expressed interest in funding “one mailer” for the “right candidate,” not donating \$50,000 to pay Campaign Edge360 Corp’s fees. Davenport and Besinger lied to Yearout about their experience and expected fundraising in order to induce Yearout to sign the Campaign Political Services Agreement on behalf of his campaign committee. Yearout repeatedly informed both Davenport and Besinger that he did not have the personal funds necessary to fund a political campaign, a fact which they repeatedly acknowledged, and he relied upon their assurances that donations from Little and others were coming in engaging Campaign Edge360 Corp to manage the campaign. This decision damaged Yearout and the campaign committee, as the campaign proceeded from one disaster the next, from being instructed to file in the wrong place, to an inability to create a campaign website, a failed political fundraiser, hostility to Yearout’s platform as a dyslexia advocate, and ultimately an instruction to Yearout to withdraw from the race.

Demand for Jury Trial

Defendants Stephen Yearout and the Stephen Yearout for SBOE, District 9 campaign committee demand a jury trial.

Prayer for Relief

Defendants Stephen Yearout and the Stephen Yearout for SBOE, District 9 campaign committee ask this Court to render judgement that Plaintiff recover nothing from them by way of this suit, that they recover their costs of court, and for all other relief to which they may show themselves justly entitled.

Respectfully Submitted,

/s/ Tony McDonald

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CERTIFICATE OF SERVICE

I hereby certify that on June 1, 2026, true and correct copy of the above and foregoing has been e-filed and e-served via Texas e-File to all parties that have appeared in this action in accordance with the Texas Rules of Civil Procedure.

/s/ Tony K. McDonald

Automated Certificate of eService

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Tony McDonald on behalf of Tony McDonald

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Envelope ID: 115585380

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Filing Description: 1ST

Status as of 6/2/2026 8:38 AM CST

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