

No. _____

SUSAN KENNINGHAM,

Plaintiff,

v.

THE WOODLANDS BIBLE CHURCH AND
MARK KEOUGH

Defendants.

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IN THE DISTRICT COURT OF

_____ JUDICIAL DISTRICT

HARRIS COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION

Plaintiff Susan Kenningham (referred to as "Plaintiff" or "Kenningham") files this Original Petition complaining of Defendants The Woodlands Bible Church ("WBC") and Mark Keough ("Keough") (collectively referred to as "Defendants") and for cause of action shows:

I. DISCOVERY CONTROL PLAN

1. Kenningham intends that discovery be conducted under Level 2 of Rule 190 and affirmatively pleads that this suit is not governed by the expedited actions process in Rule 169 because she seeks monetary relief over \$250,000. *See*, Tex. R. Civ. P. 169(a)(1), 190 cmt. 2, 190.3.

II. RELIEF

2. Kenningham seeks monetary relief over \$250,000. *See*, Tex. R. Civ. P. 47(c)(3).

III. PARTIES

3. Plaintiff Kenningham is an individual residing in Montgomery County, Texas.

4. Defendant The Woodlands Bible Church ("WBC") is a domestic nonprofit corporation that may be served with process by serving its registered agent:

Dale R. Inman
995 Pinyon Pine Dr.
The Woodlands, Texas 77381

Alternatively, if the registered agent of WBC cannot with reasonable diligence be found at the company's registered office, WBC may be served with process by serving the Texas Secretary of State pursuant to TEX. BUS. ORG. CODE § 5.251 and TEX. CIV. PRAC. & REM. CODE § 17.026.

5. Defendant Mark Keough is an individual who may be served with process at:

26 Woodmere Place
Spring, Texas 77381.

Alternatively, Defendant Mark Keough, individually, may also be served with process pursuant to TEX. CIV. PRAC. & REM. CODE § 17.021 by serving an agent or clerk employed at his office or place of business because this action grows out of or is connected with the business he transacts in this state.

6. At all material times, Defendant Mark Keough was the Senior Pastor, President, Director, Shareholder and officer of WBC. Accordingly, all of the relevant conduct of Mark Keough was also the conduct of WBC, which is directly liable for such conduct.

7. Additionally, and alternatively, Plaintiff invokes the doctrine of *respondeat superior*. At all relevant times, Mark Keough was the sole managing member, director, shareholder and officer of WBC in the course and scope of employment and agency and subject to WBC's control. Further, he was also a principal agent of WBC. Therefore, WBC is vicariously liable for the acts and omissions of Mark Keough.

8. Whenever in this Petition it is alleged that Defendants did or failed to do any act or thing, it is meant that either such Defendants personally engaged in such conduct, or that Defendant WBC's governing body, directors, vice principals, officers, managers, agents, servants, employees and/or representatives did or failed to do such act or thing and that at the time such conduct occurred, it occurred with the authorization and/or ratification of such Defendants and/or was done in the normal and routine course and scope of employment or agency of such Defendant WBC's governing body, directors, vice principals, officers, managers, agents, servants, employees and/or representatives.

IV. JURISDICTION

9. The damages sought are within the jurisdictional limits of this Court.

10. Kenningham seeks monetary relief over \$250,000.

V. FACTS

11. WBC declares to be a conservative Protestant Church not affiliated with any denomination.

12. WBC and Keough advertised their purported devotion to “preaching from God’s word sixteen ounces to the pound every Sunday.”

<https://web.archive.org/web/20240118171943/https://www.thewoodlandsbc.org/>

13. In 2014, Keough created the WBC to teach others how to put “Christ at the center of your marriage.”

<https://web.archive.org/web/20240118171955/https://www.thewoodlandsbc.org/about/meet-our-team/>

14. Keough thought enough of his pastoral abilities to appoint himself WBC’s Senior Pastor, Director, Shareholder and President. *Id.*

15. The WBC Bylaws outlined the qualifications for WBC’s Senior Pastor/President.

**Section 1 Senior Pastor/President
Qualifications**

The Senior Pastor/President shall have wisdom in handling the corporation’s affairs. He shall be of sound doctrine and good judgment.

16. WBC’s Bylaws ingratiated Keough, the senior pastor, with almost absolute control of every aspect of WBC, including:

- Establishing the vision and mission of the Church;
- Nominating of the officers, Board of Elders and successor to the position of senior pastor/president;
- Serving as the leader of Church;

- Serving as the chairman of the Board of Elders;
- Presiding over all corporate meetings;
- Responsible for all day-to-day decisions;
- Hiring staff and creating staff salaries;
- Authority to convey and purchase property; and
- Authority to decide who and how a person will be licensed by the Church's ministry as a minister.

17. And if there was any doubt as to who was in control of WBC, the Bylaws made it crystal clear that,

Any disputes that arise over the interpretation of these Bylaws, doctrine, or matters of faith shall be deferred to the highest ecclesiastical authority of this church. In this case it would be the Senior Pastor/President [Keough]....

18. In his capacity as the Senior Pastor and President of WBC, Keough had the authority to interview, hire, direct, train, manage, discipline, and terminate employees, including Kenningham.

19. As the Senior Pastor and President of WBC, Keough appointed Scott Leafe as a teaching elder and installed him in the corporate officer of treasurer of WBC.

<https://web.archive.org/web/20240118171955/https://www.thewoodlandsbc.org/about/meet-our-team/>;

<https://web.archive.org/web/20240122163359/https://www.thewoodlandsbc.org/people/scott-leafe/>

20. As a teaching elder, Leafe taught Sunday school classes and preached to the congregation.

21. WBC's Bylaws required that the Church's treasurer possess the following qualifications.

Section 4 Treasurer Qualifications

The Treasurer shall be a spiritually minded person, and of sound business judgment. He shall be capable of doing the accounting required to maintain the corporation books.

22. While Mr. Leafe might have been proficient at accounting required to maintain the Churches corporate books, Leafe was a registered sex offender.

23. The Texas Public Sex Offender Website indicates that Mr. Leafe's offense was indecency with a 5 year old female.

<https://sor.dps.texas.gov/Search/Rapsheet?Sid=06069914>

24. Keough intentionally failed to notify the Church congregation that Mr. Leafe was a lifetime registered sex offender. <https://dolcefino.com/the-sins-of-a-pastor/> (10:10-11:13)

25. In addition to being the Senior Pastor at WBC, Keough was and remains the Montgomery County Judge. https://www.mctx.org/departments/departments_a_-_c/county_judge/index.php

26. Keough recently announced his intention to run for re-election in the upcoming 2026 election cycle. <https://www.conroenews.org/article/judge-keough-to-run-again-vows-to-keep-montgomery-county-a-model-of-conservative-leadership>

27. In May of 2023, Senior Pastor Keough hired Plaintiff Susan Kenningham to be his administrative assistance in his capacity as the Senior Pastor for WBC.

28. Keough's spouse, Kim Keough, recommended Kenningham for the position.

29. Prior to Keough offering Kenningham the job, Kim Keough and Kenningham were friends and Kim Keough invited Kenningham to join the congregation at WBC.

30. Kenningham began attending worship services at WBC.

31. Kim and Mark Keough knew that Kenningham was going through a divorce and desperately needed a job to supplement her income.

32. At the time, Kenningham was 68 years old, going through a divorce and had no income.

33. Mark Keough drafted Kenningham's offer letter that included the salary and duties for Ms. Kenningham's position with the WBC.

The Woodlands Bible Church
Mark J Keough,
Senior Pastor
295 Pinyon Pine Dr
Spring, Texas 77381

05/10/2023

Susan Kenningham
115297 Seaside Woodland Drive
Conroe, Texas 77384

Dear Susan Kenningham:

The Woodlands Bible Church is pleased to offer you the full-time position of Administrative Assistant to Senior Pastor. We are very excited about the potential you and your experience bring to the table. We anticipate your start date to be 05/10/2023.

As discussed during your interview, you will be working at our 295 Pinyon Pine Drive, The Woodlands TX 77381 location. You will report directly to Mark J Keough as your immediate supervisor. Once you complete orientation you will begin training and working in your position as a Administrative Assistant to Senior Pastor.

34. The job description that Keough issued to Kenningham for the administrative assistance position made clear that she served at the pleasure of the Senior Pastor and that the position required a "whatever it takes attitude".

35. Unfortunately, for Ms. Kenningham she did not realize the full extent of the job description, "this is a position that requires a whatever it takes attitude."

36. Keough used his position of power, trust and influence and authority over Kenningham as her pastor, spiritual counselor, and boss for his own sexual gratification.

37. Originally, the position was a part-time position with a commensurate salary, but soon expanded to a full-time position.

38. In addition to being her boss, Keough was also her pastor and spiritual counselor.

39. Keough knew that Kenningham was going through a difficult divorce and experiencing emotional struggles and offered to counsel her in resolving emotional, attitudinal and relationship conflicts.

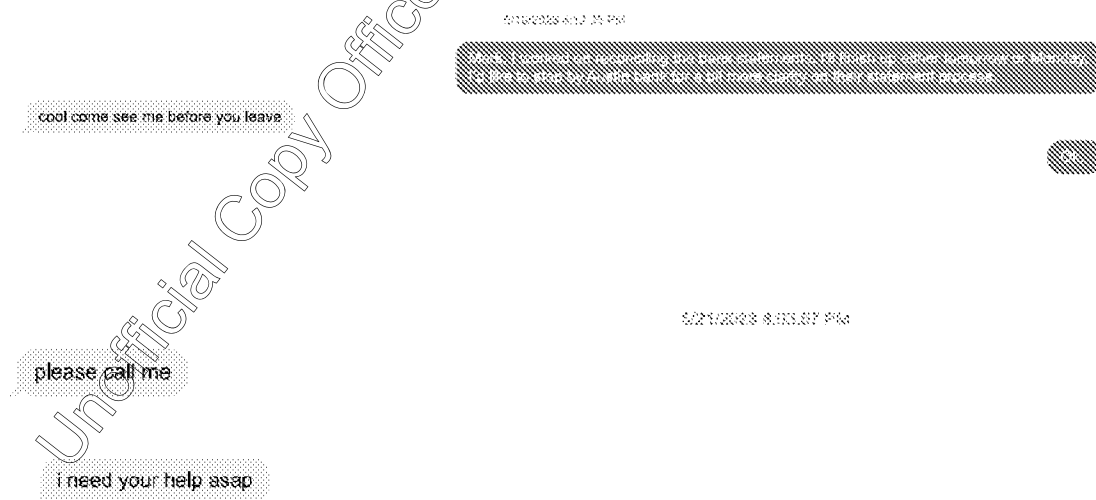
40. Keough was very interested in Kenningham's personal life, including her romantic interests and used his position as her pastor and spiritual counselor to pry into the details of her personal romantic life.

41. At the time it was unclear to Ms. Kenningham why Keough was interested in personal details of her life and wrongly assumed his interest was coming from a genuine place as her pastor, spiritual counselor and boss.

42. Almost immediately, Ms. Kenningham was expected to work 6 plus days a week and be on call at all hours for Keough.

43. Keough made it clear that he had to be able to contact her at any hour of the day and incessantly texted Kenningham.

44. Keough texts always had a sense of urgency, but rarely was there ever an emergency other than his desire to see Kenningham.



45. He went so far as to install a landline in Kenningham's office at the church with a private number reserved solely for him for purposes of contacting her directly.

46. Keough never missed an opportunity to counsel Kenningham about her romantic relationships.

my pleasure susan! i'm and i love you and want the best for you!
you are too awesome just to "settle ", The lord took that guy out of your life so you could get on with your
purpose... that one He called you to-do!
stay the course. Follow him and he will direct your path!
pastor mark

47. In fact, one of Keough's many rules was the Kenningham call him, "Pastor Mark."

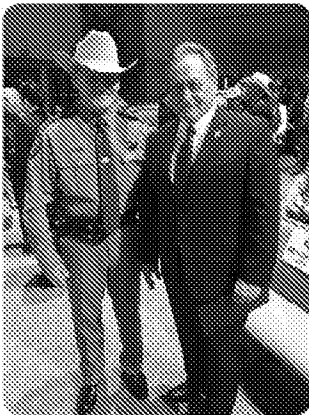
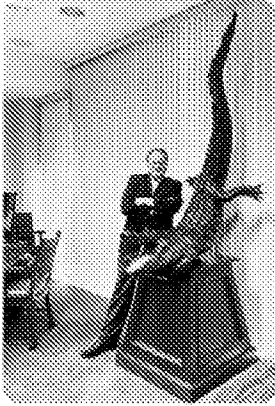
48. As Pastor Mark, he made it his business as his spiritual counselor and boss, to ask Kenningham about her romantic life, including whether she was having sex with individuals that she was dating.

49. In fact, he went so far to admit that he was jealous about a romantic interest of hers.

i told jeff you said hello! i'm just a little jealous 😊!"

50. Keough also sent Kenningham enumerable unsolicited pictures of himself in hopes of ensnaring her into a romantic relationship.

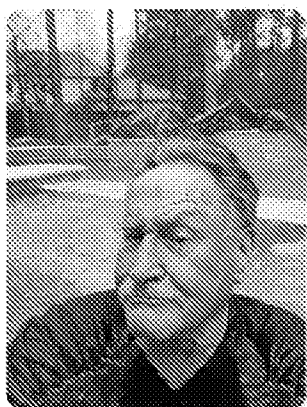
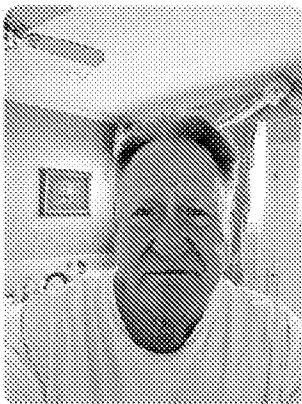
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10/25/2023 10:17:48 AM



Office of Marilyn Burgess District Clerk



51. Kenningham clarified to Senior Pastor Keough that she was not interested in any romantic relationship with him.

52. Despite Kenningham always rebuffing Keough's advances, he was undeterred and doubled down.

53. In the midst of Kenningham rebuffing his sexual advances, Keough reminded her that, "I am the county judge and most powerful person in Montgomery County and at the snap of the finger, I could have 50 of the most beautiful women drop their pants and put their legs in the air for me."

54. Keough constantly commented on Kenningham's appearance, including her breasts.

55. Despite knowing that Kenningham was uninterested in any type of romantic relationship, Keough required full frontal hugs from Kenningham with long embraces.

56. In addition to the required full front hugs, Keough incessantly groped Kenningham.

57. In around December of 2023, Keough complained to Kenningham that his wife, Kim, did not want to have sex with him and that she was not abiding by their agreement they had made when they first married that he would be able to have sex on demand with her.

58. Shortly after complaining to Kenningham about the lack of sex with his spouse, he professed his love to Kenningham.

59. Keough told Kenningham that he had fallen in love with her and wanted to make love to her.

please dont think less of me susan... County judge...senior pastor?
You have understanding of my life... no one has...so sorry to burden you with this. I have to do this on my own ,
if not i am no leader. please understand .

60. After Kenningham again rebuffed his advances and told him that she had no romantic feelings for him, Keough threatened and warned her not to cross him because he was the county judge and if she crossed him he would make sure that she never got another job in Montgomery County.

61. And then Keough's behavior towards Kenningham became more bizarre and threatening.

62. His texts became more frequent and scarier at times.

hello?

hey?

susan .. hello?

63. During the late evening of December 18, 2023, Keough frantically texted Kenningham; not about work but his need to hear her voice.

susan please call me I need you to talk to me . i flipped out on kim . i'm so sorry
i'm at the end . its like i'm in the twilight zone.
i need to hear your voice

please don't think i'm a bad person.
you are the only one i trust.

can i stop in for breakfast, 7:00 ish?

hello

8:00, ?

no i was going to stop at your house. lucile has me stop by 7:00 ish
i drive by your home , no biggie .

hello i'm a mess i can't wait to see you

come on in . i'll be waiting for you

what happened . do you want to meet

what happened?

what happened? i'm a mess i can't wait to see you

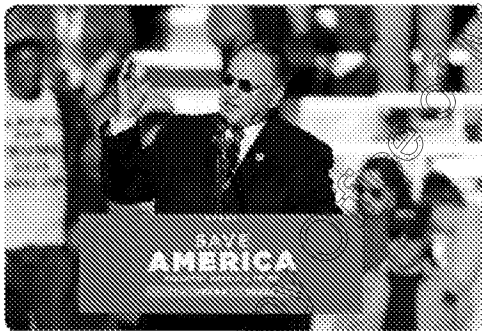
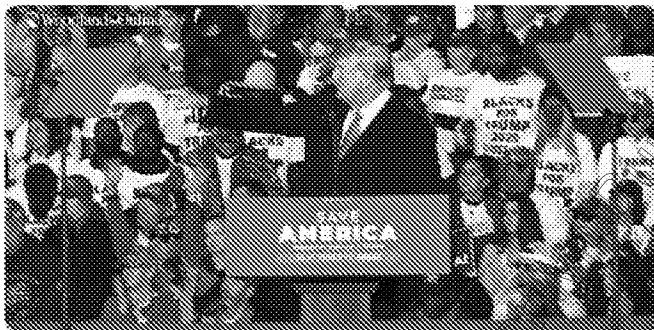
64. Kenningham did everything possible to stop him from coming to her house, but to no avail.

65. More than once, Kenningham's neighbor informed her that Keough was parked outside her apartment complex, as if waiting for an opportunity to gain access into the gated community.

66. Thankfully, he was unsuccessful in his attempts to gain entrance.

67. Keough often reminded Kenningham of how powerful he was with texts of pictures of him speaking political events.

68. After midnight on December 29, 2023, Keough sent Kenningham pictures of him speaking at a Trump Rally and then demanded that she come into the office on her day off to spend time with him.



hey , on another note , meet me tomorrow morning at 8:00 am , totally different issue , but I've been giving some thought to some things we talked about today, re things people say or requests like gare's . I know its a hassle but I want you to know how to navigate through this.
see you at 8:00

let me know if you received this, thanks

8:00

Oh geez? It be there at 5:00

you can come earlier if you'd like, your call

I need mine too but it just doesn't happen. So all my partners get dragged into the mark keough vortex every once in a while, and it all will be intellectually honest, rarely! I am: pretty easy to work for... a benevolent dictator...
☞ a little high maintenance but benevolent for sure!

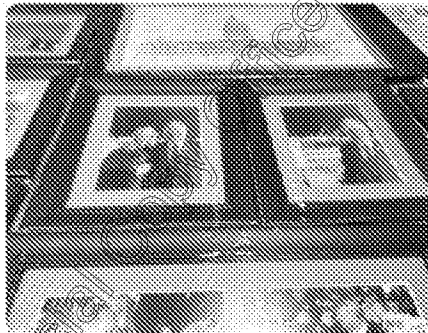
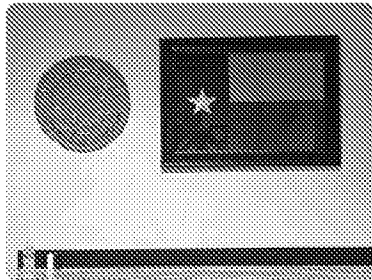
69. Keough was undeterred by Kenningham's demand to stop his unwanted requests for sex, full frontal hugging sessions, and questions about her personal life.

70. The questions about her personal life became more sexual despite her best efforts to keep the conversations about their working relationship.

71. While Ms. Kenningham tried to make the best out of a terrible situation and earn a living, Keough demanded to know everything about her personal life including why she needed a day off and who she was spending it with.

72. On January 2, 2023, out of pure jealousy Pastor Keough refused to allow Ms. Kenningham a day off to take her car to the shop for repairs.

73. Keough constantly questioned whether Kenningham was spending time with Jeff, a man she was dating, and whether they were having sex.



76. Keough instructed Kenningham to hang letters spelling out “In God We Trust” under some of his political memorabilia.

and I want to make it this morning to see if I can get it done. I'm going to go through it today or tomorrow morning.

I think in God, we trust should be in 6 inch letters, nothing rounded real crisp with some depth not a lot, but some

Dr. Keough wants it done.

77. While Kenningham was attempting to hang the letters, Keough grabbed the measuring tape and opened it to the 7 inch mark.

78. Keough took the unfurled measuring tape to the 7 inch mark and held to his crotch, looked at Kenningham and told her that was how he measured things.

79. Once again, Kenningham rebuffed Keough's sexual advances.

80. Kenningham's untenable work situation came to a crescendo on January 20, 2024.

81. Pastor Keough had planned a clay shooting event for WBC at Blackwood Gun Club.

82. He tasked Kenningham with bringing refreshments for the event.

hey, I was thinking about Saturday morning and had told you about just donut holes or something simple... Maybe we can do something a little more substantial, whatever you think.

I'll make sure I have some on hand.

83. On the morning of January 20, 2024, Kenningham did as she was instructed and delivered refreshments to the WBC.

84. She dropped off the refreshments and began to leave, but Keough stopped her and told her that he had signed her up to be his partner for the shoot.

85. Kenningham knew that being that close to Keough for any length of time was unsafe, politely declined and walked to her car.

86. Keough was visibly upset by her declining his invitation to join him, followed her to her car, physically kept her from getting into her car and reminded her, "I'm the most powerful man in Montgomery County and at the snap of my fingers 50 of the most gorgeous women in Montgomery County would drop their pants and spread their legs for me!"

87. Again Keough professed his love for Kenningham and his desire to make love to her in the parking of the WBC.

88. Keough attempted to hug Kenningham but stopped when he realized that individuals from the congregation had witnessed the altercation in the parking lot.

89. Because there was no one to stop Keough, the "county judge...senior pastor"...president of WBC, not even the Church Elders, Keough had carte blanche to continue to sexually assault Kenningham.

90. Kenningham knew that she was the only one that could or would protect herself from Keough's further harassment.

91. She told Keough that she was going stand up in church the upcoming Sunday and tell the congregation about his ongoing sexual harassment, unwanted touching, and unwanted comments.

92. Four days later, on January 24, 2024, Keough during a meeting of the Church Elders resigned his senior pastor position with WBC.

93. Keough told the Church Elders that he had to resign because: 1) he had abused alcohol; 2) lusted after [Susan Kenningham] another woman; and 3) had been too prideful.

94. He specifically told the Church Elders the following:

The first I wanna share with you what exactly is happening, so you know. The second one is my letter of resignation. It is with great remorse that I write this letter to you. I know you know that I have removed my things except from my books from the church and the church office. The reason for this is that I have experienced a series of events in my life that have led to actions that are not commensurate with the teaching leading elder of the Woodlands Bible Church. There are three. First, I have abused alcohol as a sleep aid that contributed to words towards my wife that came to a head earlier this week without deciding to divorce. After almost 26 years of marriage, I have not loved her as I have taught men to love their wives.

Second, the result of this is that if one thing leads to another, I have been immoral in my heart and lusted after another woman, which resulted in a willingness to sacrifice my values in the moment. But thanks be to God, it was never actualized. Third, I have fallen into a spirit of pride that I never thought possible because of my commitment to always giving God the credit...

95. Make no mistake, these were Keough's actual words, verbatim, to the Church Elders.

96. Admittedly, the Church Elders knew of Keough's sexual harassment of Kenningham prior to his resignation on January 24, 2024 but choose to do nothing to protect Kenningham in the workplace and as a member of WBC.

97. In other words, WBC's Church Elders had taken the head-in-sand approach.

98. In spite of his admissions to the Church Elders, including lusting after another woman, Keough still felt he had been a "river to his people" and requested that WBC pay him a 90 day severance:

Because of my years of service and personal investment in both time and money, I humbly ask that you consider at least 90 days of severance as I work to reorganize my financial picture.

99. On information and belief, the Church Elders obliged his request and paid him severance.

100. When Kenningham learned of Keough's resignation, she was relieved and hoped that her work and church environment would dramatically improve.

101. Unfortunately, neither the work nor church environment improved.

102. For example, the Church Elders allowed Keough's spouse, Kim, to outwardly and falsely disparage Kenningham to members of the church during church events.

103. WBC knew that Kenningham was the innocent victim and did absolutely nothing to protect Kenningham in her work and church environment.

104. In June of 2024, even though Keough was no longer her boss or pastor, the environment had not significantly improved and Kenningham had no other alternative than to resign and discontinue attending worship services at WBC.

105. WBC did not extend any severance to Keough's victim following her resignation.

106. In other words, Kenningham was constructively discharged because the workplace and church environment were impossible to tolerate due to the Keough's repeated sexual assaults and harassment and WBC's failure to protect her from Kim Keough's outwardly disparaging comments during worship service.

107. Keough made good on his threats to Kenningham about not crossing him and filed suit against her, WBC, WBC Church Elders and others alleging defamation and a host of other causes of action.

108. Despite filing his lawsuit almost one year ago, Kenningham has never been served with the lawsuit.

109. Because of Defendants' actions, Kenningham retained the undersigned counsel to represent her in connection with her claims against Defendants.

VI. COUNT ONE- ASSAULT AND BATTERY

110. Kenningham adopts by reference all of the facts set forth above. *See*, Tex. R. Civ. P. 58.

111. Keough offered Kenningham, a member of the church, the administrative assistant position with the intent to commit the offense of assault, sexual assault and battery.

112. Thereafter, Keough continually and repeatedly committed assault, sexual assault and battery, including the use of force and touching that was unwanted and unprovoked with the intent to arouse or gratify Keough's sexual desire

113. Kenningham verbally told Keough his touching and demands for sex were unwanted.

114. Based upon Kenningham's repeated rejections of his touching and demands for sex, Keough knew and/or should have reasonably believed that Kenningham regarded his contact as offensive.

115. As a direct, foreseeable and proximate result of such conduct and occurrences, Kenningham has incurred and sustained and continues to suffer severe damages in excess of the minimum jurisdictional limits of this Court.

116. WBC committed and is directly liable for, such conduct because Keough was acting at such time as the senior pastor, president, director, shareholder and officer of WBC.

117. Additionally, and alternatively WMC is vicariously liable for such conduct.

118. Furthermore, Kenningham's injuries resulted from Defendants' malice, which entitles Kenningham to exemplary damages under Texas Civil Practice & Remedies Code § 41.003(a).

VII. COUNT TWO- SEXUAL EXPLOITATION BY MENTAL HEALTH SERVICE PROVIDER

119. Kenningham adopts by reference all of the facts set forth above. *See*, Tex. R. Civ. P. 58.

120. As the WBC Senior Pastor, Keough was a member of clergy.

121. Members of clergy are mental health services providers as defined in Tex. Civ. Prac. & Rem. Code § 81.001 *et seq.*

122. As Kenningham's pastor, Keough engaged in conduct prohibited by Tex. Civ. Prac. & Rem. Code § 81.001 *et seq.*

123. Furthermore, Keough's employer, WBC, is liable to Kenningham as a result of Keough's prohibited conduct.

124. As a further result of Keough and WBC's conduct, Kenningham has suffered non-pecuniary losses, including *inter alia*, humiliation, damages to professional and personal reputation, undue stress, anxiety, mental distress and anguish, and other non-pecuniary losses.

VIII. COUNT THREE- BREACH OF FIDUCIARY DUTY

125. Kenningham adopts by reference all of the facts set forth above. *See*, Tex. R. Civ. P. 58.

126. At her senior pastor, Keough, was in a special, confidential relationship with Kenningham.

127. Kenningham put complete trust in Keough as a religious leader and was accustomed to relying on his advice and guidance in the many facets of her life.

128. Keough owed Kenningham a fiduciary duty of loyalty, of good faith, of integrity, candor, and to refrain from self-dealing.

129. Keough breached this fiduciary duty by abusing the trust Kenningham placed in him by using intimate details of her life to exert power over her, and by putting his own sexual gratification above her safety and well-being.

130. Keough's breaches were committed within the course and scope of his employment with WBC.

131. Each of these breaches were a direct and proximate cause of the harm and injuries that Kenningham sustained.

IX. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

132. Kenningham adopts by reference all of the facts set forth above. *See*, Tex. R. Civ. P. 58.

133. Individually and collectively, Defendants took numerous actions, both intentional and reckless, to harm Plaintiff, as outlined above.

134. These acts were extreme, outrageous, and beyond all bounds of decency, as detailed above. Each member of the combination has committed, as set forth here, an overt, unlawful act in furtherance of the object of the combination which contributed to or constituted an intentional tort as alleged and charged herein.

135. As a proximate and direct result of the commission of those acts, Kenningham has endured intense mental and emotional anguish. Kenningham has also suffered actual damages including but not limited to mental anguish, embarrassment in the community, and humiliation. Plaintiff has suffered actual damages as set forth herein.

136. Furthermore, because Defendants have acted with full appreciation of the incredible anguish their actions were intended to inflict—that is, willfully, knowingly, and maliciously—Defendants are further liable for exemplary damages.

X. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

137. Kenningham adopts by reference all of the facts set forth above. *See*, Tex. R. Civ. P. 58.

138. As a direct, foreseeable and proximate result of the incidents and conduct in question, Kenningham has suffered and sustained injuries and damages, including, but not limited to, actual damages, including mental anguish and lost wages.

139. In addition, Kenningham brings this action for exemplary damages against Defendants as provided by Tex. Civ. Prac. & Rem. Code §§ 81.004 and 41.003.

XI. ATTORNEY'S FEES

140. Kenningham adopts by reference all of the facts set forth above. *See*, Tex. R. Civ. P. 58.

141. Kenningham is entitled to recover reasonable and necessary attorney's fees by statute. Tex. Civ. Prac. & Rem. Code § 81.004.

142. Kenningham has retained the professional services of the undersigned attorneys.

143. Kenningham has complied with the conditions precedent to recovering attorney's fees.

144. Kenningham has incurred or may incur attorney's fees in bringing this lawsuit.

145. The attorney's fees incurred or that may be incurred by Kenningham were or will be reasonable and necessary.

XII. JURY DEMAND

146. Kenningham demands a trial by jury on all issues triable to a jury and tenders the appropriate fee. Tex. R. Civ. P. 216.

XIII. OBJECTION TO ASSOCIATE JUDGE

147. Kenningham objects to the referral of this case to an associate judge for hearing a trial on the merits or presiding at a jury trial.

XIV. REQUEST FOR RECORD

148. In accordance with Tex. Gov't Code § 52.046(a), Kenningham requests that an official court reporter:

- a. attend all sessions of the court;
- b. take full shorthand notes of oral testimony offered before the court, including objections made to the admissibility of evidence, court rulings and remarks on the objections, and exceptions to the rulings;
- c. take full shorthand notes of closing arguments if requested to do so by the attorney of a party to the case, including objections to the arguments, court rulings and remarks on the objections, and exceptions to the rulings;
- d. preserve the notes for future reference for three years from the date on which they were taken; and
- e. furnish a transcript of the reported evidence or other proceedings, in whole or in part, as provided by Tex. Gov't Code ch. 52.

149. Kenningham objects to any proceedings in this case being conducted without an official court reporter.

150. Kenningham requests and demands that Defendants preserve and maintain all evidence pertaining to any claim(s) or defenses(s) related to the incident that is made the basis of this suit or the resulting damages, including but not limited to: photographs, videotapes, audiotapes, recordings, statements, medical records, bills, estimates, invoices, checks, measurements, equipment, correspondence, certificates, memoranda, inspection records, designs, plans or drawings, construction, repair and maintenance records, equipment testing records, agreements, files, faxes, 911 communications, incident reports and investigations, all records related to Plaintiff, voicemails, text

messages, cell phone records, calendar and diary entries, log books, all records identifying the personnel who inspected, repaired, maintained or tested the security systems, insurance policies, witness statements and electronic image(s), data or information related to the incident that made the basis of this suit or Plaintiff. Failure to maintain each of the aforementioned items will constitute "spoliation" of the evidence.

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XV. Notice of Authentication of Documents

151. Kenningham provided actual notice to Defendants and other parties that she will use any or every document produced by any and all other parties in response to written discovery in a pretrial proceeding or at trial.

152. Pursuant to Rule 193.7 of the TEXAS RULES OF CIVIL PROCEDURE, Defendants' production of a document in response to written discovery authenticates the document for use against Defendants unless within ten (10) days or a longer or shorter time period as ordered by the Court, Defendants object to the authenticity of the document, or any part of it, stating the specific basis for their objection. An objection must be either on the record or in writing and must have a good faith factual and legal basis. Any objection made to the authenticity of only part of a document does not affect the authenticity of the remainder of the document.

XVI. PRAYER

For these reasons, Kenningham asks that the Court issue citations for The Woodlands Bible Church and Mark Keough to appear and answer, and that Kenningham be awarded a judgment against them for the following:

- a. damages not to exceed \$2,000,000.00;
- b. exemplary damages;
- c. attorney's fees;
- d. for costs of suit;
- e. prejudgment interest at the applicable rate;
- f. post judgment interest at the applicable rate; and
- g. judgment for all the other relief to which Kenningham deems herself entitled.

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Respectfully Submitted,

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By:



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ATTORNEYS FOR PLAINTIFF

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Melissa Moore on behalf of Melissa Moore
Bar No. 24013189
melissa@mooreandassociates.net
Envelope ID: 106765623
Filing Code Description: Petition
Filing Description: Plaintiff's Original Petition
Status as of 10/13/2025 1:46 PM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
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