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9 **SUPERIOR COURT OF ARIZONA**
10 **COUNTY OF MARICOPA**

11 Jeremy Calles, an individual, and
TRUE Professionals, LLC, an Arizona
12 limited liability company,

13 Plaintiffs,

14 v.

15 Matthew Gress, individually,

16 Defendant.

Case No: **CV2026-016077**

COMPLAINT

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19 For his Complaint, Plaintiff Jeremy Calles pleads:

20 **PARTIES, JURISDICTION, AND VENUE**

21 1. Plaintiff Jeremy Calles (“Plaintiff” or “Mr. Calles”) is an individual
22 residing in Maricopa County, Arizona.

23 2. Plaintiff TRUE Professionals, LLC (“the LLC”), is an Arizona limited
24 liability company, duly authorized to do business in Arizona.

25 3. Mr. Calles is the sole member of the LLC.

26 4. Defendant Matthew Gress is an individual residing in Maricopa County,
27 Arizona.

1 **II. The Isaac School District Transaction**

2 15. On or about January 29, 2025, during Mr. Calles’s tenure as Superintendent,
3 Tolleson District loaned the Isaac School District (“Isaac District”) \$25 million via a
4 Lease-Lease Back Agreement (“the Isaac Agreement”).

5 16. Part of the \$25 million loaned funds were necessary for the Isaac District to
6 meet its payroll obligations.

7 17. The purpose of the Isaac Agreement was simple: to address short-term
8 financial obligations and stabilize the Isaac District’s operations.

9 18. The Isaac Agreement allowed the Tolleson District to lease certain real
10 property from the Isaac District for use as a middle school.

11 19. The Isaac Agreement was reviewed by multiple attorneys prior to
12 execution, including attorneys affiliated with the Arizona Attorney General’s Office.

13 20. Neither Mr. Calles nor the LLC received any funds from Isaac Agreement
14 in connection with the agreement.

15 **III. Representative Gress Published False Statements About Plaintiffs Outside
16 of Legislative Proceedings**

17 21. Beginning in or around 2024, Mr. Calles learned that Representative Gress
18 disapproved of the Isaac Agreement.

19 22. Shortly thereafter, beginning in or around 2025, and through the date of this
20 Complaint, Representative Gress began making blatantly false and/or misleading
21 statements regarding Mr. Calles and/or the LLC.

22 23. On information and belief, Representative Gress continues to make false,
23 misleading, and/or offensive statements about Mr. Calles and/or the LLC through the date
24 of this Complaint.

25 24. Because Representative Gress is a legislator, he has the connections and
26 resources to reach a larger audience than the average layperson.

1 25. Representative Gress has referred to the Isaac Agreement as “illegal” and
2 “predatory.”

3 26. Representative Gress publicly stated that the Isaac Agreement “raises
4 glaring legal and financial red flags.”

5 27. Representative Gress made these statements despite actual knowledge that
6 the Isaac Agreement had been reviewed by multiple attorneys prior to execution,
7 including attorneys affiliated with the Arizona Attorney General’s Office.

8 28. Representative Gress nevertheless publicly suggested that the transaction
9 involved unlawful conduct.

10 29. Representative Gress also publicly questioned Mr. Calles’s role in
11 connection with the transaction, stating: “[w]hat is he using all this money on, and how
12 is he leveraging the district to advance his consulting firm?” Representative Gress’s
13 “question” necessarily implicated the LLC by reference to Mr. Calles’s “consulting firm.”

14 30. These statements falsely implied that Mr. Calles and the LLC improperly
15 obtained or misused public funds.

16 31. Neither Mr. Calles nor the LLC received any money from Isaac School
17 District in connection with the transaction.

18 32. Representative Gress repeated similar accusations in press releases
19 concerning the Isaac Agreement.

20 33. Representative Gress also published statements on social media asserting
21 that Mr. Calles’s actions constituted a “potentially unlawful financial transaction.”

22 34. Representative Gress appeared on the televised program Sunday Square Off
23 and referred to Mr. Calles as a “culprit.”

24 35. During the same appearance, Representative Gress stated that Mr. Calles
25 was “culpable.”

26 36. Representative Gress has also referred to Mr. Calles and/or the LLC as
27 “corrupt.”

1 37. Representative Gress made additional similar statements about Mr. Calles
2 during speeches, conferences, and communications with members of the media.

3 38. Representative Gress also repeated these accusations in communications
4 with third parties outside any legislative proceeding.

5 39. Representative Gress's statements accused Plaintiffs of corruption,
6 illegality, and financial misconduct in connection with their professional activities.

7 40. Representative Gress made these statements outside any protected
8 legislative proceeding and outside the scope of any legislative debate or committee
9 function.

10 41. Representative Gress intended that these statements reach members of the
11 public and influence public perception of Plaintiffs.

12 42. Representative Gress's statements were not made for the purpose of
13 advancing legislation, but instead were directed toward the media and the public at large.

14 **IV. Mr. Calles Satisfied all Statutory Filing Requirements**

15 43. On or around October 1, 2025, Plaintiffs served a notice of claim upon the
16 District ("the Notice of Claim").

17 44. Although Plaintiffs allege that Representative Gress acted in his individual
18 capacity, Plaintiffs served the Notice of Claim out of an abundance of caution to the extent
19 Representative Gress may assert that any of the statements at issue were made in a
20 governmental capacity, thereby ensuring compliance with A.R.S. § 12-821.01.

21 45. The Plaintiffs have satisfied all applicable administrative requirements
22 before filing this lawsuit.

23 46. Despite service of the Notice of Claim, Representative Gress continues to
24 make false, misleading, and/or offensive statements about Mr. Calles and/or the LLC.

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1 **V. Mr. Calles and the LLC Suffer Damages**

2 47. As a direct and proximate result of Representative Gress's statements
3 described herein, Plaintiffs suffered substantial harm to their professional reputations
4 within Arizona's education and public-sector communities.

5 48. Representative Gress publicly accused Plaintiffs of engaging in corruption,
6 illegality, and improper financial conduct in connection with their professional consulting
7 activities.

8 49. These accusations directly impugned Plaintiffs' honesty, integrity, and
9 fitness to perform their work in the education-finance consulting field.

10 50. At all relevant times, Mr. Calles served in a managerial administrative
11 capacity as a public-school superintendent and did not set district policy independently of
12 his governing board.

13 51. The governing board of the Tolleson District established policy, while Mr.
14 Calles implemented administrative decisions only to the extent authority was delegated
15 to him.

16 52. Representative Gress nevertheless publicly portrayed Mr. Calles as
17 personally responsible for alleged unlawful transactions and misconduct.

18 53. As a result of Representative Gress's statements, third parties questioned
19 Plaintiffs' integrity and declined to continue business relationships with the LLC.

20 54. For example, Tyler Moore, a long-time consultant affiliated with the LLC
21 and Chief Financial Officer of Mesa Unified School District, informed Mr. Calles that his
22 superintendent directed him to discontinue his association with the LLC following public
23 criticism of Plaintiffs arising from Representative Gress's statements.

24 55. Mr. Moore subsequently ceased consulting through the LLC.

25 56. Fountain Hills Unified School District also terminated consulting services
26 involving the LLC during the same time period.

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1 57. Ken Hicks accepted employment with Valley Schools under the condition
2 that he discontinue his consulting relationship with the LLC.

3 58. Additional school districts terminated consulting relationships with the
4 LLC during the same time frame but declined to provide explanations for their decisions.

5 59. On information and belief, these terminations occurred as a result of
6 Representative Gress's public accusations that Plaintiffs engaged in illegal or corrupt
7 conduct.

8 60. Representative Gress also repeated similar accusations in conversations at
9 conferences, meetings with lobbyists, and other professional gatherings attended by
10 individuals within Arizona's education community.

11 61. Representative Gress further communicated directly with third parties
12 regarding Plaintiffs' alleged misconduct, including statements that Plaintiffs engaged in
13 illegal transactions.

14 62. Representatives of Dominion informed Mr. Calles that Representative
15 Gress made similar statements to them during a professional conference.

16 63. Representative Gress's statements created the false impression within the
17 education community that Plaintiffs engaged in unlawful financial conduct involving
18 public funds.

19 64. These statements foreseeably discouraged school districts, administrators,
20 and consultants from continuing to work with Plaintiffs.

21 65. The LLC relies on its professional reputation and relationships with school
22 districts and education administrators throughout Arizona to obtain consulting
23 engagements.

24 66. Representative Gress's accusations damaged those relationships.

25 67. As a result, Plaintiffs lost consulting opportunities, contracts, and business
26 relationships.

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1 68. Representative Gress’s statements also caused existing consultants
2 affiliated with the LLC to withdraw from participation in its consulting work.

3 69. Representative Gress’s accusations further exposed Plaintiffs to public
4 suspicion, distrust, and reputational harm within Arizona’s education and governmental
5 communities.

6 70. Representative Gress’s statements accused Plaintiffs of criminal or
7 unlawful conduct and therefore constitute defamation per se under Arizona law.

8 71. As a direct and proximate result of Representative Gress’s conduct,
9 Plaintiffs suffered economic damages, reputational injury, and emotional distress.

10 72. Representative Gress’s statements continue to harm Plaintiffs’ professional
11 standing and interfere with their ability to obtain consulting work and maintain
12 relationships within the education community.

13 73. Representative Gress made these statements knowing they were false or
14 with reckless disregard for whether they were true or false.

15 **COUNT ONE**
16 **DEFAMATION/DEFAMATION PER SE**

17 74. Plaintiffs incorporate all previous paragraphs of the Complaint as if fully
18 set forth herein.

19 75. As described herein, and as may be revealed through discovery,
20 Representative Gress made statements, insinuations, and innuendos about Plaintiffs to
21 third persons that were false and defamatory in nature.

22 76. Among other things, Representative Gress publicly described the Isaac
23 School District transaction as “illegal” and “predatory.”

24 77. Representative Gress further stated that the transaction “raises glaring legal
25 and financial red flags.”

26 78. Representative Gress publicly questioned “[w]hat is he using all this money
27 on, and how is he leveraging the district to advance his consulting firm?”

1 79. Representative Gress publicly referred to Mr. Calles as a “culprit” and
2 stated that he was “culpable.”

3 80. Representative Gress further stated that Mr. Calles’s companies “reek of
4 corruption.”

5 81. Representative Gress also publicly stated that Plaintiffs’ conduct
6 constituted a “potentially unlawful financial transaction.”

7 82. These statements expressly and implicitly accused Plaintiffs of corruption,
8 illegality, and financial misconduct.

9 83. All such statements, insinuations and innuendo alleged herein were false
10 and defamatory, bringing Mr. Calles into disrepute, contempt, or ridicule.

11 84. No such statement, insinuation or innuendo was privileged.

12 85. Representative Gress published all such statements, insinuations and
13 innuendos knowing that they were false, made with reckless disregard of the truth, or
14 negligently failed to investigate and ascertain the truth.

15 86. Each such statement, insinuation and innuendo alleged herein, singularly or
16 in combination, has impeached and continues to impeach the honesty, integrity and
17 reputation of Mr. Calles and caused him to suffer emotional distress and harm to both
18 Plaintiffs’ reputation.

19 87. Representative Gress published such statements, insinuations and innuendo
20 with actual malice and a deliberate indifference or recklessness as to the truth or falsity
21 of any such statement, insinuation, or innuendo for the specific purpose of damaging
22 Plaintiffs’ good name, standing, and reputation in the community.

23 88. As such, Plaintiffs are entitled to an award of punitive damages in an
24 amount sufficient to punish Representative Gress and deter others from engaging in the
25 same or similar conduct.

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1 89. As a direct and proximate result of Representative Gress conduct, Mr.
2 Calles has been damaged as he has suffered mental anguish, emotional distress, pain and
3 suffering, humiliation, harm to his reputation, and loss of enjoyment of life.

4 90. Representative Gress also published false statements about Plaintiffs that
5 are defamatory per se, including but not limited to, statements that injured them in their
6 profession or trade.

7 91. Plaintiffs' damages arising from defamatory per se statements are presumed
8 under Arizona law.

9 **COUNT TWO**
10 **FALSE LIGHT INVASION OF PRIVACY**

11 92. Plaintiffs incorporate all previous paragraphs of the Complaint as if fully
12 set forth herein.

13 93. As set forth herein, Representative Gress published statements,
14 insinuations, and/or innuendos about Mr. Calles to third persons that are false and
15 defamatory in nature.

16 94. Alternatively, Representative Gress published true statements that created
17 false implications about him, such as falsely implicating that Plaintiffs improperly
18 benefitted from public-school transactions.

19 95. Representative Gress published all such statements, insinuations and
20 innuendos knowing that they were false, made with reckless disregard of the truth or
21 negligently failed to investigate and ascertain the truth.

22 96. Representative Gress gave publicity to information that placed Plaintiffs in
23 a false light.

24 97. All such statements, insinuations and innuendo placed Plaintiffs in a false
25 light, thereby causing and contributing to the harm and damages alleged herein.

26 98. No such statements, insinuations or innuendos were privileged.
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1 109. Plaintiffs did not receive any funds from Isaac School District in connection
2 with the transaction referenced by Representative Gress.

3 110. The transaction referenced by Representative Gress was reviewed by
4 multiple attorneys prior to execution, including attorneys affiliated with the Arizona
5 Attorney General's Office.

6 111. Despite this knowledge, Representative Gress continues to repeat
7 statements asserting or implying illegality and corruption.

8 112. These statements have caused and continue to cause substantial reputational
9 and economic harm to Plaintiffs.

10 113. Plaintiffs therefore seek a declaration pursuant to A.R.S. § 12-1831 et seq.
11 that Representative Gress's statements accusing Plaintiffs of illegality, corruption, or
12 unlawful financial conduct are false.

13 114. A judicial declaration will resolve the controversy between the parties and
14 clarify Plaintiffs' legal rights and reputational interests.

15 **COUNT FOUR**
16 **INTENTIONAL INTERFERENCE WITH BUSINESS EXPECTANCIES**

17 115. Plaintiffs incorporate all preceding paragraphs as though fully set forth
18 herein.

19 116. At all relevant times, Plaintiffs maintained valid business expectancies with
20 multiple Arizona school districts, consultants, and education-sector professionals through
21 ongoing consulting relationships involving the LLC.

22 117. These business expectancies included continuing consulting engagements
23 with school districts, ongoing participation by affiliated consultants, and prospective
24 future consulting opportunities reasonably expected to result from Plaintiffs' established
25 professional relationships.

26 118. Representative Gress knew of Plaintiffs' consulting work with Arizona
27 school districts and education-sector professionals.

1 119. Representative Gress also knew that Plaintiffs' consulting business
2 depended on maintaining credibility, trust, and professional relationships within
3 Arizona's public-education community.

4 120. Despite this knowledge, Representative Gress intentionally made false
5 statements accusing Plaintiffs of illegality, corruption, and improper financial conduct.

6 121. Representative Gress made these statements to members of the public,
7 education administrators, consultants, lobbyists, and other third parties within Arizona's
8 education community.

9 122. Representative Gress further made these statements during conferences,
10 media appearances, public commentary, and communications with individuals associated
11 with school districts and education organizations.

12 123. Representative Gress intended that these statements interfere with
13 Plaintiffs' professional relationships and consulting opportunities.

14 124. As a direct result of Representative Gress's statements, multiple people and
15 entities terminated their contracts, employment relationships, and/or declined to engage
16 in future agreements with Plaintiffs.

17 125. Representative Gress's statements caused school districts, consultants, and
18 education professionals to question Plaintiffs' integrity and decline to continue business
19 relationships with the LLC.

20 126. Representative Gress's conduct was improper because it involved
21 knowingly false accusations of illegality and corruption concerning Plaintiffs'
22 professional activities.

23 127. Representative Gress's conduct was undertaken with the intent to disrupt
24 Plaintiffs' consulting relationships and business opportunities.

25 128. As a direct and proximate result of Representative Gress's interference,
26 Plaintiffs suffered damages including lost consulting relationships, lost business
27 opportunities, lost revenue, and harm to their professional reputation.

1 129. Representative Gress acted with knowledge of the falsity of his statements
2 or with reckless disregard for their truth or falsity.

3 130. Representative Gress's conduct was willful, malicious, and undertaken with
4 deliberate indifference to Plaintiffs' rights, entitling Plaintiffs to punitive damages.

5 **REQUEST FOR JURY TRIAL**

6 131. Mr. Calles requests a jury trial on all claims set forth herein.

7 **REQUEST FOR RELIEF**

8 WHEREFORE, Plaintiffs Jeremy Calles and TRUE Professionals, LLC, request a
9 judgment against Defendant Matthew Gress as follows:

- 10 A. For compensatory damages in an amount to be proven at trial;
- 11 B. For an award of punitive damages to punish and deter future similar
12 conduct;
- 13 C. For a declaration pursuant to A.R.S. § 12-1831 et seq. that
14 Representative Gress's statements accusing Plaintiffs of illegality, corruption, or
15 unlawful financial conduct are false;
- 16 D. For an award of attorney fees and costs as may be allowed by law;
- 17 E. For prejudgment interest at the highest legal rate from the date of
18 injury until entry of judgment;
- 19 F. For interest on the foregoing amounts at the highest legal rate from
20 the date of Judgment until paid;
- 21 G. For such other and further relief as is proper and just.

22 **DATED** this 16th day of April, 2026.

23
24 **JABURG & WILK, P.C.**

25 /s/ Corrinne R. Viola
26 Alden A. Thomas
27 Corrinne R. Viola
28 Linda T. Bird
Attorneys for Plaintiff