

**IN THE COURT OF COMMON PLEAS
MAHONING COUNTY OHIO**

JOHN SNYDER, as Natural Guardian, and)
next of kin, of A.S., a Minor,)
c/o Betras Kopp, LLC)
6630 Seville Drive)
Canfield, Ohio 44406)

CASE NO.: _____

JUDGE: _____

RANDY DANIELS, as Natural Guardian,)
and next of kin, of B.D., a Minor)
c/o Betras Kopp, LLC)
6630 Seville Drive)
Canfield, Ohio 44406)

**VERIFIED COMPLAINT FOR INJUNCTIVE
AND EQUITABLE RELIEF**

ERIKA RUDZIK, as Natural Guardian, and)
next of kin, of K.R., a Minor,)
c/o Betras Kopp, LLC)
6630 Seville Drive)
Canfield, OH 44406)

TIMQUETA HAMILTON, as Natural)
Guardian, and next of kin, of T.H., a Minor)
c/o Betras Kopp, LLC)
6630 Seville Drive)
Youngstown, OH 44406)

GENEVA JAVEY, as Natural Guardian,)
and next of kin, of M.S., a Minor)
c/o Betras & Kopp, LLC)
6630 Seville Drive)
Youngstown, OH 44406)

SEAN STEPHENS, , as Natural Guardian,)
and next of kin, of P.S., a Minor)
c/o Betras & Kopp, LLC)
6630 Seville Drive)
Youngstown, OH 44406)

Plaintiffs,

v.

OHIO HIGH SCHOOL ATHLETIC)
ASSOCIATION (“OHSAA”),)
4080 Roselea Place)
Columbus, Ohio 43214)
))
and)
))
DOUG UTE, as Executive Director of the)
OHSAA,)
4080 Roselea Place)
Columbus, Ohio 43214)
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Defendants.)
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Now come Plaintiffs, John Snyder, as Natural Guardian and Next of Kin, of A.S., a Minor, Randy Daniels, as Natural Guardian, and Next of Kin, B.D., a Minor, Erika Rudzik, as Natural Guardian and Next of Kin, of K.R., a Minor, Timqueta Hamilton, as Natural Guardian, and Next of Kin, of T.H., a Minor, Geneva Javey, as Natural Guardian and Next of Kin, of M.S., a Minor, Sean Stephens, as Natural Guardian and Next of Kin, of P. S., a Minor, by and through undersigned counsel, and state the following for Verified Complaint:

PARTIES & VENUE

1. Plaintiff, A.S., is a former Ursuline High School student, who resides in Mahoning County, Ohio. John Snyder is the Father, Natural Guardian, and Next of Kin, he resides in Mahoning County, Ohio.
2. Plaintiff, B.D., is a former Ursuline High School student, who resides in Mahoning County, Ohio. Randy Daniels is the Father, Natural Guardian, and Next of Kin, he resides in Mahoning County, Ohio.

3. Plaintiff, K.R., is a former Ursuline High School student, who resides in Mahoning County, Ohio. Erika Rudzik is the Mother, Natural Guardian, and Next of Kin, she resides in Mahoning County, Ohio.
4. Plaintiff, T.H., is a former Ursuline High School student, who resides in Mahoning County, Ohio. Timqueta Hamilton is the Mother, Natural Guardian, and Next of Kin, she resides in Mahoning County, Ohio.
5. Plaintiff, M.S., is a former Ursuline High School student, who resides in Mahoning County, Ohio. Geneva Javey is the Mother, Natural Guardian, and Next of Kin, she resides in Mahoning County, Ohio.
6. Plaintiff, P.S., is a former Ursuline High School student, who resides in Mahoning County, Ohio. Sean Stephens is the father, Natural Guardian, and Next of Kin, he resides in Mahoning County, Ohio.
7. Plaintiffs verify that they were presently enrolled at Ursuline High School for the 2025-2026 school year where they participated in interscholastic athletics (Football) on behalf of Ursuline High School.
8. Defendant, Ohio High School Athletic Association (hereinafter "OHSAA"), is an unincorporated association whose purpose is to regulate interscholastic athletics among its member schools in a fair and equitable manner.
9. Defendant, Doug Ute, is the Executive Director of the OHSAA.
10. All High Schools Plaintiffs have transferred to, or are pending transfer, are members of the OHSAA and are located in State of Ohio.
11. This Court has jurisdiction under R.C. 2702.02 and R.C. 2727.03.
12. This matter is properly venued in Mahoning County, in accordance with Civ. R. 3(B)(3),

as the county where the events which give rise to the claim for relief occurred.

FACTUAL BACKGROUND

13. Plaintiffs restate and reallege each and every allegation contained above as if expressly rewritten herein.

14. This action is brought by previous Ursuline High School football players and their families (herein after “Plaintiffs”). It alleges that the Plaintiffs were unjustly forced to forfeit their ability to participate in high school football contests, as a member of the Ursuline High School Football team, or any school that is a member of the Ohio High School Athletic Association.

15. A federal civil lawsuit filed September 2, 2025, against Ursuline High School and other Defendants which included allegations, stemming from a football trip in June of 2025, of hazing, sexual assaults, and a cover-up by school officials.

16. The Title IX suit names the school, its principal, the head football coach, two assistant football coaches and the Catholic Diocese of Youngstown, as well as twenty-five players and their parents as Defendants.

17. On September 10, 2025, an additional Title IX lawsuit was filed alleging sexual harassment, stalking, and a violent assault by an Ursuline football player.

18. Both suits place blame on top administrators and team coaches for their failure to take appropriate action against civil and criminal misconduct.

19. Due to the pending litigation and growing public pressure, on September 12, 2025, Ursuline High School canceled the remaining 2025-2026 football season.

20. On September 15, 2025, OHSAA determined that football student-athletes enrolled at Ursuline High School will not be permitted to participate in football at any other OHSAA member school(s) during the 2025-2026 season.

21. If a football student athlete transfers before the 2025-2026 season is complete, they will not only be ineligible this season but will only regain eligibility in the 2026-2027 season after they have sat out for at least five regular-season football games at the new school, unless they can be approved under an exception.
22. OHSAA Bylaws allow for any student athlete to participate in the first 50% of an athletic season following a transfer, but the student athlete will subsequently become ineligible for the back 50% of the season and tournament play.
23. The OHSAA has the power to waive the 50% ineligibility rule provided a student athlete qualifies for an Exception contained in the Bylaws.
24. OHSAA Bylaw 3-1-1 places primary responsibility on the principal in all matters pertaining to interscholastic athletics involving the school. Further, section 3-1-2 states that all school administrative personnel have a duty to immediately report violations that may affect the status of an athletic team or contest.
25. OHSAA Bylaw 4-1-1 provides an exception for student athletes who have met all substantial eligibility requirements, but is declared ineligible due solely to administrative error on the part of school/school personnel, the Executive Director's office may, in its absolute in sole discretion restore eligibility to that student (prospectively and retroactively), provided it can be shown that the student's actions, or failure to act did not contribute in any way to the administrative error that caused the declaration of ineligibility in the first place.
26. Plaintiffs did not contribute to any act that led to the cancellation of Ursuline High School 2025-2026 scholastic football season.
27. No Plaintiffs within this Complaint are named a Defendant in either of the pending litigations.

28. Further, OHSAA Bylaw 4-7-2, provides an exception that states as a result of the conduct of an adult associated with the school, provided specific criteria, a student who is compelled to transfer to protect their mental and/or physical well-being, the Executive Director may waive all or part of that student's eligibility provided.

29. Each Plaintiff has since transferred, or is pending transfer, to other OHSAA member schools during the regular football 2025-2026 season.

30. No exception has been made for any Plaintiff.

31. Plaintiffs suffered, and if not remedied, will continue to suffer, irreparable harm in being unable to participate in any OHSAA member high school football program.

32. All of the High Schools Plaintiffs have transferred to, or are pending transfer to, are members of the OHSAA and therefore is bound by the OHSAA's ineligibility ruling.

COUNT I
(OHSAA's Decision was Unreasonable, Arbitrary and Capricious)

33. Plaintiffs restate and reallege each and every allegation contained above as if expressly rewritten herein.

34. In contrast to principles and provisions outlined in the OHSAA Bylaws, the OHSAA and its Executive Director and/or his agent(s) have severely failed to fairly, properly and equitably apply Bylaw 4-1-1.

35. As a result of an unreasonable, arbitrary, and capricious failure to properly apply Bylaw 4-1-1, the OHSAA, its Executive Director and/or his agent(s) reached an illogical eligibility decision on or about September 16, 2025.

36. Because of the OHSAA's decision, Plaintiffs will be unable to participate in the remaining regular season games this year, and part of the following scholastic year at any OHSAA member school.

37. As a result of this ruling by the OHSAA, its Executive Director and/or his agent(s), Plaintiffs suffered, and if not remedied, will continue to suffer irreparable harm, as alleged above.

COUNT II
(OHSAA's Decision Denied Plaintiffs Equal Protection under the Law and Constitutionally Protected Due Process)

38. Plaintiffs restate and reallege each and every allegation contained above as if expressly rewritten herein.

39. In enforcing its constitution and bylaws and the assessment of the penalty of ineligibility against Plaintiffs, Defendants have engaged in state action due to the close nexus of the State of Ohio, public officials and the OHSAA. *See Brentwood Academy v. Tennessee Secondary Athletic Ass'n.*, 531 U.S. 288, 121 S.Ct. 924 (2001).

40. By failing to conduct a proper investigation, selectively and inconsistently interpreting/applying its Bylaws and assessing the penalty of ineligibility against Plaintiffs, the OHSAA has violated Plaintiffs' rights to equal protection under the law as guaranteed by Article 1, Section 2 of the Ohio Constitution.

41. Because Plaintiffs are being treated differently from other similarly situated individuals, Bylaw 4-1-1, as applied to Plaintiffs, violates their rights to equal protection under the law as guaranteed by Article I, Section 2 of the Ohio Constitution.

42. The Bylaws as enforced by the OHSAA are void for vagueness because the Bylaws fail to provide person of ordinary intelligence with fair warning of what conduct is prohibited and allows for arbitrary and discriminatory enforcement.

43. Additionally, by virtue of the published Transfer Bylaw Guidance and related public statements by the OHSAA, the OHSAA's selective and inconsistent interpretation of the Bylaws, and the OHSAA predetermined decision before the Appeal Hearing, Defendants have unlawfully

deprived Plaintiffs of constitutional rights to substantive due process.

44. As a result of the violations of the Ohio Constitution by the OHSAA and its Executive Director and/or his agent(s), as applied, Plaintiffs have suffered, and if not remedied, will continue to suffer irreparable harm, as alleged above.

COUNT III
(Injunctive and Equitable Relief)

45. Plaintiffs restate and reallege each and every allegation contained above as if expressly written herein.

46. Declaring Plaintiffs ineligible has and will continue to cause irreparable harm to Plaintiffs' ability to participate in high school interscholastic athletics.

47. The sanction levied by the Defendants will clearly and continuously cause permanent and irreparable harm and damage to Plaintiffs to which no adequate remedy exists at law.

48. Unless enjoined by this Court during the pendency of this action, Plaintiffs will be denied the opportunity to participate interscholastic contests as only a limited number of OHSAA sanctioned athletic contests exist throughout a student's high school career.

49. Equity and justice dictate that an injunction issued by this Court reinstating Plaintiffs to participate in OHSAA sanctioned games at any OHSAA member school during the pendency of this action.

WHEREFORE, Plaintiffs demand judgment against all Defendants for the following relief:

- A. A temporary restraining order, preliminary and permanent injunction prohibiting Defendants from taking or enforcing any action or order based on the OHSAA September 15, 2025 ruling or any subsequent ruling by the OHSAA and its Executive Director and/or his agent(s) declaring Plaintiffs

ineligible, or otherwise restraining, preventing, or precluding them from participating in interscholastic athletics during the 2025-2026 school year at any OHSAA member school;

- B. A declaration that the OHSAA September 15, 2025 ruling by Defendants are null and void;
- C. All related court costs, administrative costs and attorneys' fees incurred in the filing advocacy, and disposition of these claims; and
- D. For such other relief this Honorable Court deems equitable and just.

Respectfully Submitted,
BETRAS KOPP, LLC.

/s/ Frank L. Cassese

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Attorneys for Plaintiffs

INSTRUCTIONS FOR SERVICE

Please serve a copy of the foregoing Complaint, along with Summons, upon the Defendants at the addresses noted in the caption, by certified mail, return receipt requested, and make return according to law, all pursuant to Civ. R. 4.1.

/s/ Frank L. Cassese

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Attorneys for Plaintiffs