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13 *Applications for Pro Hac Vice Pending

14 *Attorneys for Plaintiffs CAPITAL CHRISTIAN*
15 *CENTER and CAPITAL CHRISTIAN SCHOOL*

16 **UNITED STATES DISTRICT COURT**
17 **EASTERN DISTRICT OF CALIFORNIA**
SACRAMENTO

18 CAPITAL CHRISTIAN CENTER and CAPITAL
19 CHRISTIAN SCHOOL,

20 **Plaintiffs,**

21 **vs.**

22 CALIFORNIA INTERSCHOLASTIC
23 FEDERATION; CALIFORNIA
24 INTERSCHOLASTIC FEDERATION, SAC-
25 JOAQUIN EXECUTIVE COMMITTEE;
26 MICHAEL S. GARRISON, Commissioner of
California Interscholastic Federation, Sac-Joaquin
Section; and KEVIN SWARTWOOD, President
of California Interscholastic Federation, Sac-
Joaquin Section Executive Committee,

27 **Defendants.**

Case No.

COMPLAINT

Assigned to:

Date:

Time:

Place:

1 **COMPLAINT**

2 Plaintiffs Capital Christian Center and Capital Christian School (collectively, “Plaintiffs”)
3 allege as follows.

4 **JURISDICTION**

5 1. Plaintiffs bring claims arising under the Constitution and laws of the United States,
6 therefore this Court has jurisdiction pursuant to 28 U.S.C. § 1331.

7 **VENUE**

8 2. A substantial portion of the events giving rise to Plaintiffs’ claims occurred in
9 Sacramento, California, thus venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)(2).

10 **PLAINTIFFS: CAPITAL CHRISTIAN CENTER**

11 **AND CAPITAL CHRISTIAN SCHOOL**

12 3. Plaintiff Capital Christian Center (“the Church”), is a California corporation and
13 adheres to the Christian faith.

14 4. The Church traces its roots to an in-home prayer group that began meeting in 1916.
15 From that humble beginning, the Church has grown into one of the largest churches on the West
16 Coast, with weekly attendance in the thousands.

17 5. The Church’s core values include (1) creating environments of acceptance; (2)
18 developing people by “equipping them to grow in their purpose”; (3) being youth minded by
19 “develop[ing] the children and youth of our church and community,” and (4) engaging in passionate
20 outreach into the broader Sacramento community.

21 6. Capital Christian School (“CCS” or “the School”), is a private school that offers Pre-
22 K through 12th grade schooling to students of all ages and socioeconomic backgrounds, including
23 international students. CCS provides education and opportunities for interscholastic activities to
24 students in grades 9-12 though its operation of Capital Christian High School (“CCHS” or “the High
25 School”).

26 7. The Church is the parent organization of CCS, and operates CCS as part of its
27 religious ministry and outreach to the Sacramento community. While the Church has the right to
28 control and direct CCS and CCHS, neither CCS nor CCHS has any right to control the Church.

1 8. Like the Church, CCS adheres to an orthodox Christian faith, and has adopted a
2 statement of faith consistent with these views.

3 9. CCS is committed to strengthening its students' relationship with Jesus Christ, and
4 does so through its teaching of a Bible-based curriculum, attendance at weekly chapel services, and a
5 Spiritual Life Program.

6 10. Since its founding in 1977, CCS has enjoyed significant growth, and now has
7 capacity to enroll up to 1700 students each year. CCHS has enrolled 276 students for the 2021-2022
8 Academic Year.

9 11. Consistent with the Church's core values, CCS prioritizes setting affordable tuition
10 rates "in order to serve our school families from different socioeconomic backgrounds." For
11 example, the Church collects donations from church members to fund the Glen Cole Young Leaders
12 Fund, which provides tuition scholarships to many students. Nearly ten percent of CCHS students
13 receive financial aid to help cover the cost of their primary education, including several student-
14 athletes who receive athletic scholarships to attend CCHS.

15 12. CCHS ministers to students and the community through its athletic program. Like all
16 other aspects of CCS's educational program, the athletics program is centered around the School's
17 Christian values. CCS athletic teams are an extension of its religious ministries.

18 13. CCHS's athletic program offers students the personal mentorship and coaching that
19 comes with a small school, while competing at a level associated with a larger school's athletic
20 program. This opportunity is particularly valuable for students from diverse and disadvantaged
21 backgrounds.

22 14. The CCHS athletic program includes 16 different sports, including football, golf,
23 volleyball, cheerleading, basketball, soccer, baseball, softball, and wrestling.

24 15. CCS operates six state-of-the-art athletic facilities, including a football stadium for
25 the CCHS football team, the Capital Christian Cougars. Because the stadium is a state-of-the-art
26 athletic facility, the Church and CCS regularly receive inquiries about leasing it to outside groups.
27 When the CCS athletic schedule permits, the Church routinely authorizes such leases, as well as
28 leases of other athletic facilities.

1 16. CCHS graduates have gone on to attend many world-class universities including the
2 United States Air Force Academy, California Polytechnic State University, California State
3 Universities, Columbia University, Harvard University, Massachusetts Institute of Technology,
4 Northwestern University, Oxford University, University of California-Berkeley, University of
5 California-Davis, UCLA, Biola University, California Baptist University, California Lutheran
6 University, Hillsdale College, Point Loma Nazarene University, Pepperdine University, Trinity
7 Western University, Westmont College, and Whitworth University, among many others.

8 17. Currently, 27 CCHS alumni are playing college athletics. Alumni have gone on to
9 play Major League Baseball, in the National Basketball Association and National Football League,
10 and to represent the United States at the Olympic games.

11 18. A perennial playoff contender, the CCHS football program has proven one of the
12 most successful at the school, winning several league and section championships over the past
13 decade. The strength of the CCHS program has resulted in its players winning a number of league
14 MVP and 1st Team All-League honors in that time.

15 **DEFENDANTS: CALIFORNIA INTERSCHOLASTIC FEDERATION**

16 19. The California Interscholastic Federation (“CIF”) is a California corporation
17 organized under the laws of California, with its headquarters in Sacramento, California.

18 20. By legislative enactment, the California Legislature recognizes CIF as the
19 organization tasked with implementing its policies and goals for organized interscholastic sports.
20 Cal. Educ. § 33353. As such, CIF is organized under the California State Department of Education.

21 21. Because CIF is the organization responsible for administering interscholastic athletics
22 in all California secondary schools, enforcement of its rules constitutes “state action.” *Steffes v. Cal.*
23 *Interscholastic Federation*, 176 Cal. App. 3d 739, 746 (Cal. Ct. App. 2d Dist. Div. 3, 1986); *Jones v.*
24 *Cal. Interscholastic Federation*, 197 Cal. App. 3d 751, 757 (Cal. Ct. App. 2d Dist. Div. 3, 1988).

25 22. CIF is sub-divided into ten semi-autonomous geographical Sections, each of which
26 oversees interscholastic athletics for the schools lying within the Section’s geographic reach.

27 23. CCHS is located within CIF’s Sac-Joaquin Section (“CIF-SJS”), which encompasses
28 Sacramento. CCHS is therefore subject to governance by the CIF-SJS.

1 which cover a wide range of subjects including, *inter alia*, Standards of Eligibility (CIF Bylaw 201),
2 Age Requirements (CIF Bylaw 203), Residential Eligibility (CIF Bylaw 206), and students' Transfer
3 Eligibility (CIF Bylaw 207). CIF enjoys total dictatorial control over its member schools. That is to
4 say, CIF is the only game in town—any school that wishes to participate in interscholastic athletics
5 *must* join the CIF and agree to abide by CIF's rules.

6 33. In addition to promulgating umbrella bylaws which apply to all interscholastic
7 athletic competitions, CIF and CIF-SJS promulgate sports-specific bylaws, including bylaws
8 pertaining to interscholastic football.

9 34. Defendants' football bylaws include detailed regulations about mandatory student
10 conditioning, permissible and prohibited activities occurring during practice days, game scheduling,
11 division organization and playoffs, and season dates.

12 35. Although the CIF and CIF-SJS bylaws specifically circumscribe the conditions under
13 which a CIF member's football teams may practice, scrimmage, and compete against other CIF
14 member's football teams, no bylaw purports to govern football games between football teams that
15 are not members of CIF. To the contrary, CIF Bylaw 502 requires CIF member schools to compete
16 only with other CIF member schools, or with schools that are members of a corresponding state's
17 high school athletic association.

18 36. Neither CIF nor CIF-SJS otherwise purports to regulate the administration or playing
19 of non-school sponsored high school club sports. As noted, CIF Bylaw 502 prohibits a CIF-
20 member's organized sports team from scrimmaging or playing a non-CIF member club sports team,
21 but is otherwise silent as to the administration or playing of athletic games between two non-CIF
22 member teams.

23 37. Club sports for high school-aged athletes are increasingly prevalent in many sports,
24 often operating in parallel to, and sometimes supplanting, high school team sports.

25 38. Club Sports are sponsored by a variety of organizations and leagues. Among the
26 most prominent are the American Athletic Union (AAU) and the American Legion, which organize
27 club leagues and teams across a wide range of sports and across the nation. Pop Warner Football
28 and American Youth Football support club football teams and leagues specifically.

1 39. Club sports offer high school athletes the ability to compete year-round in their sport
2 of choice, often at a higher level of competition than offered by their high school league. For many
3 student athletes, club sports offer a higher level of skill development, greater exposure, an
4 opportunity for college or professional recruitment, and an increased likelihood of receiving an
5 athletic scholarship. Thus, athletes in certain sports—such as basketball, baseball/softball, soccer,
6 and volleyball—will compete for both their high school team and a club team.

7 40. Club teams are not tied to any particular school. Rather, club teams draw participants
8 from a range of diverse backgrounds and are more typically organized by geography, age, and skill
9 level. Accordingly, club athletic teams comprised of high school aged students most often feature
10 student athletes from more than one high school high schools.

11 41. Nonetheless, it is not unusual for a club team to overlap with a particular school’s
12 sports teams. Athletes from a particular high school athletics program may also play for the same
13 club team. So too for coaches. But this overlap does not transform the separately organized, funded,
14 and directed club team into the high school’s team.

15 42. Because they are independent from public and private schools, club teams generally
16 are less well funded and have less, if any, equipment or facilities. Accordingly, club teams
17 commonly lease athletic facilities and athletic equipment from public and private high schools

18 43. CIF imposes minimal restrictions on student-athletes’ participation in club sports
19 programs: a student-athlete is ineligible for CIF competition if he or she competes in a contest for an
20 outside team in the same sport during the season designated for that sport by CIF. For example, an
21 athlete found to compete for both a club soccer team and her high school soccer during the winter
22 (CIF-SJS’s designated soccer season) would be ineligible. However, an athlete who competed for a
23 club team in the fall would be eligible to play for her high school that winter.

24 44. Like many student-athletes in California, a number of CCHS students participate in
25 both CCHS and club sports. Prior to the events giving rise to this lawsuit, neither CIF nor CIF-SJS
26 ever purported to prohibit CCHS student athletes from participating in club sports or to regulate or
27 prohibit club sports leagues.

28 45. CIF-SJS’s bylaws recognize that club team participation may overlap with CIF-

1 member school teams. The by-laws define a “team associated with a school” as one “that is
 2 organized by and/or coached by any member of the coaching staff at, or any other person associated
 3 with that school; and/or, on which the majority of the members of the team . . . are students who
 4 attend that school.” CIF-SJS Bylaw 510.E(1). And, CIF-SJS restricts student-athlete’s ability to
 5 transfer from one high school to another where the transferring student “participates or participated .
 6 . . on a non-school athletic team (*i.e.*, AAU, American Legion, club team, etc.) . . . that is associated
 7 with the new school.” *Id.* On their face, these regulations recognize that “a team associated with a
 8 school” – *i.e.*, a Club Team – is a “non-school athletic team,” – *i.e.*, not the CIF-member school’s
 9 own team.

10 46. CIF-SJS bylaws state further that “[a]ll out-of-season activities sponsored by an
 11 agency not under the authority of the State CIF or of the Section”—such as “regional or national
 12 athletic organizations” like the AAU are exempt from CIF prohibition on out-of-season activities
 13 other than weightlifting and conditioning. *See* CIF-SJS Bylaw 504.7.

14 47. Thus, to the extent CIF-SJS has sanctioned club teams “associated with a school” for
 15 non-CIF competition, CIF-SJS based its decision on that team’s failure to “associate with an outside
 16 agency.” For example, CIF-SJS imposed sanctions on Bret Harte High School’s baseball team, a
 17 public school program, for “participating in a fall baseball league without affiliating with an outside
 18 agency.” For this violation, CIF-SJS imposed minor sanctions amounting to the loss of six practices
 19 the following spring and probation.

20 **B. CALIFORNIA INTERSCHOLASTIC SPORTS COVID SHUTDOWN AND THE**
 21 **LAUNCH OF CLUB FOOTBALL LEAGUE.**

22 48. In March 2020, California Governor Gavin Newsom issued a state-wide shutdown
 23 and stay-at-home order in response to the COVID-19 pandemic. The order required all California
 24 residents to heed any orders issued by state and local public health officials. Soon thereafter, the
 25 California Department of Public Health and the Sacramento County Health Officer issued orders and
 26 guidance that effectively suspended high school sports in California.

27 49. As the pandemic and lockdowns continued, parents across the state, including in the
 28 Sacramento community, began to notice the many negative effects that the shutdown was having on

1 their children. As has now been studied and widely reported in the press, removal of students from
2 all social, educational, and extracurricular activities and interactions propagated generally worsening
3 academic performance along with increased incidents of depression, drug use, alcohol abuse, and
4 suicidal tendencies. Parents in Sacramento noted these same trends.

5 50. A group of concerned parents and high school coaches in Sacramento began
6 discussing these problems and possible solutions. One suggested remedial measure was club sports.

7 51. In the absence of high school sports, *ad hoc* club sports leagues had already started to
8 form around California. These leagues lacked any regulation, responsible oversight, insurance,
9 certified safety equipment, or any other safeguards that would normally be expected of a club
10 athletic program.

11 52. The concerned parents and coaches recognized the benefits that club sports could
12 offer students, but were concerned with their loose structure and desired better oversight and
13 regulation to ensure the safety of student athletes. With these considerations in mind, they began to
14 hold regular, informal meetings to explore the formation of an official club league.

15 53. From the start, a central concern was to structure a club league that was fully
16 consistent with CIF rules. The coaches and parents carefully reviewed the CIF bylaws to ensure
17 compliance. They also communicated regularly with Commissioner Garrison and other CIF
18 representatives.

19 54. The coaches and parents organized a 501(c)(3) organization—the California
20 Association of Private Sports (“CAPS”)—to oversee the club league. Phil Grams, the head football
21 coach at Ripon Christian School, was appointed as the president.

22 55. CAPS was developed on a “community” team model, common in club sports, where
23 teams represent a particular geographic area rather than a particular school. CAPS developed a
24 detailed sign-up process for participation in the club league, including requiring fees, insurance, and
25 COVID waivers.

26 56. Club teams began to form to participate in the CAPS league. Participants went
27 through a formal sign-up procedure, which included safety waivers, insurance, and fees. Teams
28 ultimately enrolled diverse rosters of students from public, private, and parochial schools.

1 57. CAPS received applications from 20 teams to participate in the club football league.
2 The league initially formed with eleven charter members: (1) the Bakersfield Elite Bandits Football
3 Club, (2) the Cap City Cougars, (3) Castle Student Athletic Academy, (4) Coastal Wahoo Youth
4 Sports, (5) Knights Outdoor Fitness & Skillz Academy, (6) the Modesto Renegades, (7) the PAL 19u
5 North Bay Football Club, (8) the Raider Athletic Club, (9) the Reaching Higher Cavs, (10) the
6 Sonoma Express, and (11) the West City Warriors. CAPS members could field teams in two
7 divisions: one for players aged 16-years-old and under (“U-16”) and one for players 19-years-old
8 and younger (“U-19”). These divisions mirrored those found in the Amateur Athletic Union of the
9 United States (“AAU”), and other club sports leagues, across the country.

10 58. The makeup of the league remained in flux as the season approached. After initially
11 committing to play, teams such as the Raider Athletic Club dropped out of the league; however,
12 three more teams were added: the Solano-Yolo Rugby Club, the Misfits, and the Wild Dawgs.

13 59. Unsurprisingly, many teams had substantial numbers of participants who attended or
14 coached at the same schools. The Cap City Cougars, for example, fielded both U-16 and U-19
15 teams. The U-16 team consisted of 35 athletes, 22 of whom were students at CCHS. The U-19 team
16 consisted of 34 athletes, 14 of whom were students at CCHS. Many of Cap City’s U-19 players
17 were then-seniors at Sacramento area public high schools, and hoped to impress college coaches
18 before graduation, so that they could play at the college level. With almost half of its athletes hailing
19 from schools other than CCHS, Cap City was one of the most diverse clubs in the CAPS league. In
20 addition, Cap City’s 17-man coaching staff included only two coaches who had previously coached
21 for CCHS. Both coaches had children playing for the club.

22 60. Other league teams had similar, if not larger, contingents of players from a single
23 school. On the Misfits, more than 90% of the players attended either Elk Grove High School or
24 Grant Union High School (“Grant”)—both public high schools in the Sacramento area. So too was
25 the Misfits’ coaching staff comprised of several of Grant’s coaches. The Wild Dawgs, a late
26 addition to the CAPS league, were similarly made up of mostly public school students from
27 Hughson High School, with Hughson’s head football coach serving in the same capacity for the
28 club team.

1 61. As with most club leagues and teams, CAPS did not own its own facilities. On
2 account of the COVID shutdown, public facilities were not available for lease. Accordingly, CAPS
3 approached several organizations, including the Church, about leasing field space to host club
4 football games.

5 62. The Church welcomed the opportunity, which was fully consistent with its long
6 history of leasing CHS facilities—including the football stadium, gym, baseball field, other facilities,
7 and sports equipment—to outside entities, including club teams affiliated with AAU and Pop Warner
8 football.

9 63. On January 25, 2021, CAPS and Cap City signed lease agreements for equipment and
10 facilities with the Church and CCS. The facilities lease authorized CAPS to use the stadium and
11 restrooms for league games. The lease also permitted Cap City to use the stadium, restrooms, and
12 locker rooms on a weekly basis for practices. The lease, which ran from January 25, 2021, to April
13 24, 2021, cost CAPS and Cap City \$1,500. The terms and costs included in the lease signed by Cap
14 City were commensurate with facility leases executed between CCS and third parties prior to the
15 pandemic.

16 64. CAPS and the teams in the league executed similar leases with at least three other
17 schools: Ripon Christian High School, Stone Ridge Christian High School, and Vacaville Christian
18 High School. CAPS intended to use the four facilities to host all of the games for the CAPS league.

19 65. Cap City’s lease agreement with CCS also permitted it to use CCS’s football helmets,
20 pads, and field equipment at a cost of \$500 for the period beginning January 25, 2021, and ending
21 May 1, 2021. This lease was consistent with leases that AAU teams commonly execute with schools
22 to use school-owned athletic equipment. Other teams in the league, including those with public
23 school players and coaches, similarly leased equipment from schools unable to field football
24 programs. Some took a more creative approach. Upon information and belief, the Misfits purchased
25 new equipment, which it later sold to Grant Public High School when the CAPS season concluded.

26 66. The CAPS league kicked off with a doubleheader of games on Friday, February 12th.
27 That night, Cap City defeated the Bakersfield Elite Bandits in a U-19 matchup held at Capital
28 Christian. Two hours south at Stone Ridge Christian, the Sonoma Express (“Sonoma”) U-19 team

1 walked away with a victory over the Castle Student Athletic Academy (“Castle”). Four more games
2 were held the next day: a U-19 matchup at Capital Christian between the Misfits and West City
3 Warriors (the “Warriors”), a U-16 game between Cap City and Castle, and both U-16 and U-19
4 games between the Coastal Wahoo Youth Sports (the “Wahoos”) and the Reaching Higher Cavs (the
5 “Cavs”).

6 67. The next weekend, nine games were played across Friday and Saturday with Cap
7 City, the Wahoos, the Cavs, Solo Rugby, Sonoma, Castle, Knights Elite Skillz Academy (the
8 “Knights”), North Bay, and the Wild Dawgs playing in games at all four sites leased by CAPS. The
9 league held eight more games the next week, on February 26 and 27.

10 68. By the fourth week of the planned club season—the weekend of March 5 and 6—it
11 began to appear as though CIF would permit a shortened spring high school football season. Only
12 six more CAPS league games took place after that date, with the Cavs, Knights, Castle, and Solo
13 Rugby playing. In contrast, Cap City did not play another game after it played the Misfits on
14 February 26.

15 **C. CIF-SJS AND COMMISSIONER GARRISON COLLUDE WITH COMPETITOR**
16 **SCHOOLS TO DISCRIMINATE AGAINST CCS AND OTHER CHRISTIAN**
17 **SCHOOLS.**

18 69. Despite widespread participation in the league by students from public, private, and
19 parochial schools, Commissioner Garrison from the start evinced a special interest in CCHS. On
20 February 8, 2021, shortly before the start of the CAPS season, Garrison emailed CCS Head of
21 School Tim Wong and CCHS Principal Erick Streelman, demanding copies of the facilities lease
22 contract between Capital City and CCS, as well as any supporting documentation. He asserted that
23 he had learned of the contracts from his conversations with Aaron Garcia, the head of the CCS
24 athletic department. According to Garrison, “the whole club football situation has created quiet [sic]
25 the stir within our Section’s membership as well as the CIF as a whole.” Wong referred Garrison to
26 CCS’s chief operating officer, who handled leasing agreements with outside organizations, for
27 further information.

28 70. Garrison followed up with Streelman by letter shortly thereafter to formally assert
that he had learned that CCHS’s “football team is scheduled to compete in competitive football

1 contest(s).” Garrison threatened CCHS with potential sanctions pursuant to CIF Article 22,
2 including fines, suspension, or dismissal from membership. Upon information and belief, Garrison
3 did not send a similar letter, or make similar threats, against secular school programs with students
4 participating in the CAPS League.

5 71. On February 10, CIF issued a statewide media release in anticipation of a potential
6 spring season for high school sports. In the release, CIF announced it would waive CIF Bylaws 600-
7 605, which restrict athletes’ same-season participation on non-interscholastic teams, for the spring
8 season. Although CIF clarified the exemption would not apply to football and that athletes could not
9 *simultaneously* compete for club and high school football teams, it specified that a student would not
10 violate its rules “until they participate in a high school football game *and subsequently* participate in
11 a club football game.” See https://cifstate.org/covid-19/2.12.21_update_re_600 (emphasis added).

12 72. Streelman and Wong endeavored to correct Garrison’s understanding about the nature
13 of the Cap City team. On the night he received Garrison’s letter, Streelman replied to Garrison to
14 note that the games scheduled were not school events and that the team contained players from a
15 variety of schools. Wong repeatedly attempted to contact Garrison to seek clarity on what
16 specifically Garrison thought might violate CIF rules, as well as his definition of “club football,” but
17 Wong’s outreach was met with deafening silence.

18 73. Garrison made no attempt to engage Streelman to attempt to resolve the points of
19 disagreement. Instead, Garrison merely reasserted that CCHS ran the risk of sanctions and that his
20 assessment of the character of any team may not mirror CCHS’s view. Despite offering to speak by
21 phone, Garrison did not return Wong’s call on February 12—the day of the first CAPS league
22 games. That evening, Garrison sat in an elementary school parking lot neighboring CCS to secretly
23 observe Cap City’s opening day contest. But Garrison made no investigation into the nature of the
24 Cap City team that evening beyond what he could observe from afar.

25 74. On February 22, 2021, Garrison wrote to Streelman, informing him that CIF-SJS was
26 aware of the club football games that had been played on CCS’s campus on February 12th, 19th, and
27 20th, and that Cap City’s roster included CCHS students and coaches. Garrison asserted that
28 CCHS’s purported involvement in the club football league was a potential violation of CIF Bylaw 22

1 and CIF-SJS Bylaw 105. He demanded that Streelman provide him with the identities of the CCHS
2 students and coaches involved in Cap City, as well as the specific facilities and equipment that CCS
3 had leased to Cap City, by March 2, 2021.

4 75. Plaintiffs are not aware of Garrison making similarly invasive inquiries into and
5 threats against all other, or even some other, schools whose students and coaches participated in the
6 CAPS league.

7 76. In late February 2021, Capital Athletic League representatives met to discuss the
8 schedule for the upcoming spring season. Capital Christian, however, was the lone school not
9 invited to that meeting.

10 77. During the meeting, the attendees discussed CIF-SJS's allegations that Capital
11 Christian had violated Sacramento County Health Guidelines for sports, and discussed removing
12 Capital Christian from the schedule for the upcoming season.

13 78. On March 1, 2021, Greg Snyder, the principal of Del Campo High School and the
14 president of the Capital Athletic League, sent an email to Wong, Streelman, and Garcia informing
15 them about the meeting. He asserted that the school principals in attendance had voted unanimously
16 not to play Capital Christian for the 2020–21 school year.

17 79. Streelman responded to Snyder's email the next day. He explained that Snyder and
18 the other principals in the Capital Athletic League appeared to be operating on "skewed information"
19 because Capital Christian has not participated in any football practices or games.

20 80. Snyder replied that the Capital Athletic League principals were "going to stick with
21 [their] decision" because "Capital Christian participated in football games within Sacramento
22 County during an order that does not allow for close-contact sports. They used their field, some of
23 their equipment, some of their players (80%), and some of their coaches (at least 3)."

24 81. On information and belief, the Capital Athletic League, however, did not take similar
25 action against any public school programs whose players and coaches participated in the CAPS
26 league.

27 82. On March 4, 2021, Mark Golston, the commissioner of the Capital Athletic League,
28 emailed the league athletic directors with a revised schedule that included CCHS. Snyder was

1 copied on the email. Golston told the athletic directors: “I, as the commissioner, encourage you to
2 play Capital Christian, as they are part of the Capital Athletic League. Our [sic] at least, have a
3 conversation with them about the game. If you should choose not to play them, please let them
4 know ahead of time, so as both Capital and you can find another team to play.”

5 83. Eight minutes after Golston sent his email, Snyder sent another email to all of the
6 athletic directors except for Aaron Garcia, the athletic director of CCS. Snyder explained that the
7 email was “[o]ff the record” because Golston was “staying neutral as commissioner.” In the text of
8 the email, he forwarded a copy of a message he had recently sent to the principals of Capital Athletic
9 League schools in which he relayed Garrison’s determination that no school would be required to
10 play Capital Christian but that the league should refrain from removing Capital Christian from the
11 schedule “for legal reasons.”

12 84. Garrison did not make similar comments to teams in the leagues containing Elk
13 Grove, Grant, and Hughson—three public high schools whose teams participated in the CAPS
14 league.

15 85. Ultimately, the CCHS football team competed in three CIF-sanctioned, but non-CAL
16 league games that spring: on April 2 against Edison High School, April 9 against Center High
17 School, and on April 16 against Grant High School. In contrast, other teams within the CAL league
18 contested both league and non-league games.

19 **D. CIF-SJS PENALIZES ONLY CHRISTIAN PARTICIPANTS IN THE CAPS**
20 **LEAGUE.**

21 86. On June 2, 2021, Garrison sent a letter to CCS notifying it that the CIF-SJS Executive
22 Committee would be meeting on June 17, 2021, to discuss whether CCS had violated CIF bylaws by
23 participating in a private football league and, if so, whether it should be subject to sanctions. A
24 representative of Capital Christian would have the opportunity to address the Executive Committee
25 during public comment at the beginning of the meeting, before the Executive Committee went into
26 closed session to deliberate.

27 87. CIF-SJS published an agenda for the Executive Committee meeting shortly thereafter.
28 The first item on the “Closed Session” portion of the agenda noted that the Commissioner and the

1 Executive Committee would discuss “whether [certain] CIF-SJS member schools . . . participated in
2 private club football in violation of CIF Bylaws 105, 504(A & L), 502(A & B, Article 22 and
3 whether sanctions should be imposed.” The agenda listed eight schools other than CCHS for
4 “discussion,” including public schools such as Hughson and Grant, as well as each school’s alleged
5 affiliation to a CAPS League team. The agenda included no other indication of the evidence that
6 would be presented against each school.

7 88. On June 16, 2021, the day before the CIF-SJS Executive Committee meeting,
8 Garrison sent Wong the information packet that he would be presenting to the Committee, which
9 included the factual findings and conclusions of his investigation into CCS. At that time—before
10 CCHS had been afforded an opportunity to address the allegations in a formal hearing—Garrison
11 had concluded that the CCHS “football team as the Cap City Club Football team, competed in
12 football games in contravention of CIF Bylaws 22 and 105.” Moreover, Garrison concluded that
13 CCHS competed in football competitions during the months of February 2021 in violation of the
14 CDPH guidance” and “competed in two seasons of the sport of football” during the Winter and
15 Spring of 2021, in violation of CIF-SJS rules and regulations.

16 89. That evening, Wong drafted a response to Garrison’s allegations that corrected
17 numerous factual errors and noted the lack of due process, transparency, and accountability in the
18 administrative process. Wong also requested that Garrison permit adequate time for a formal
19 response from CCHS that would allow the Executive Committee to make an informed decision on
20 the matter. Garrison ignored this request.

21 90. Garrison and the Executive Committee met on June 17, 2021. At no point did the
22 committee offer CCHS a formal opportunity to address and rebut the allegations contained in
23 Garrison’s information packet. Instead, CCHS was permitted only to address the committee during a
24 short public comment session—along with any other member of the public—before the Executive
25 Committee met in a closed session. In addition to Wong and Garcia, representatives from Woodland
26 Christian, Hughson, Vacaville Christian, and Ripon Christian made statements during the public
27 comment portion of the meeting denying allegations of any wrongdoing. The Committee did not
28 disclose the results of their closed-session meeting that day; nor do the meeting minutes reflect any

1 discussion by the Executive Committee on the allegations against each school.

2 91. On July 29, 2021, CIF-SJS issued a formal Summary of Decision / Findings—
3 authored by Garrison—finding that CCHS had violated Article 2, Section 22 of the CIF Constitution,
4 which requires CIF’s member schools follow CIF’s rules and regulations, and CIF Bylaws 105 and
5 502. Garrison based this conclusions on a limited number of facts, including his own finding that
6 that: (i) more that 50% of Cap City’s players were student-athletes at CCHS; (ii) that 60-75% of the
7 Cap City coaching staff were CCHS coaches; (iii) that Cap City players entered a game through an
8 inflatable cougar head, which was traditionally used by CCHS, followed by a tunnel of
9 cheerleaders; and (iv) that Cap City rented its equipment and facilities from Plaintiffs.

10 92. Garrison further clarified that it was “within [his] authority and discretion” alone “to
11 determine the appropriate penalties” for CCHS’s purported violations. Although Garrison concluded
12 that CCHS’s purported violations warranted “the most severe of sanctions (suspension of
13 membership), he declined to impose such a sanction “only because of the exemplary standing” of
14 CCS. Garrison instead exercised his to discretion by imposing a supposedly less serious set of
15 sanctions, including: (a) a two season ban from postseason play for the 2021-22 and 2022-23 season
16 for CCHS’s football program; (b) a three year probationary period for the football program through
17 the end of 2023-24 school year; and (c) a one year probationary period for the entire CCHS athletic
18 program, through the end of the 2021-22 school year.

19 93. Garrison’s decision additionally cautioned CCHS that any further violation during its
20 probationary period might result in the full suspension of CCHS’ membership in CIF-SJS.

21 94. That same day, CIF-SJS issued a press release announcing similar bans for three other
22 Christian high schools—Ripon Christian, Stone Ridge Christian, and Vacaville Christian—whose
23 players participated in club football. That press release noted that “[a]fter a comprehensive and
24 thorough review of the football activities that several CIF-SJS member schools engaged in during
25 the months of February 2021 and March 2021, it was determined that four (4) of the 150 CIF-SJS
26 member schools that participate in football, CIF-SJS member schools participated in the sport of
27 football when interscholastic football competition was prohibited by CIF and CIF-SJS bylaws and
28 State orders, regulations, and guidance.” *See* <https://cifsjs.org/announcements/2021->

1 22/SJSPressReleaseJuly29.pdf (emphasis added).

2 95. The release also quoted Garrison as saying: “We have approximately 150 member
3 schools, within the CIF-SJS and the vast majority of them held off until given the go-ahead to
4 participate in football. Unfortunately, a few schools after being put on notice by the Section, that
5 participation in football would be a violation of guidance provided by the Governor’s office, the
6 CDPH, and CDE, elected to participate in football contests while wearing school uniforms, using
7 school equipment and school facilities under the supervision of team coaches.” *Id.* (emphasis
8 added).

9 96. CIF-SJS did not issue any similar sanction against a public high school, including
10 those whose students and coaches participated in the CAPS league.

11 97. CCHS sought an appeal of CIF-SJS’s decision on August 11, 2011. Garrison
12 subsequently appointed a three person panel to hear CCHS’s challenge to Garrison’s imposition of
13 sanctions.

14 98. The appeal panel upheld Defendants’ findings and Garrison’s imposition of sanctions
15 for the reasons cited in the earlier Summary of Findings. The appeals panel concluded CCHS’s
16 willfulness was demonstrated by the fact that “[o]f the 150 CIF-SJS member schools that participate
17 in football, only four, including CCHS failed to comply with the January 19, 2021 CIF State Office
18 letter.” Yet, the appeals panel was never presented with evidence of the other 146 member schools’
19 compliance with the directive. On information and belief, despite the participation of substantial
20 numbers of public school athletes, Defendants investigated only the four Christian schools
21 sanctioned.

22 99. The panel similarly cited “the high level of involvement of CCHS coaches, student-
23 athletes, administrators as well as the written agreements between Cap City and CCHS for the use of
24 CCHS’s facilities, including the locker room and CCHS’s football equipment to Cap City” as
25 evidence of CCHS’s malfeasance. The appeals panel, however, did not consider similar, if not
26 greater, levels of involvement by public and secular, private school athletes on other teams, nor
27 similar facility agreements between such schools and club football teams in the CAPS league.

28 100. Before the CIF Appeals panel rendered its decision, the Church filed suit in the

1 California Superior Court for the County of Sacramento, seeking a writ of mandamus setting aside
2 Defendants’ sanctions against CCHS, injunctive relief regarding the process by which Defendants
3 imposed its unlawful sanctions.

4 101. The Superior Court denied CCHS’s request for injunctive relief, finding that CCHS
5 was unlikely to prevail on the merits because CCHS had availed itself of the CIF Appeals process,
6 thereby receiving all of the process to which it was due. CCHS voluntarily dismissed that action on
7 April 25, 2022, before any final judgment on the merits was rendered.

8 **DAMAGES**

9 102. As a result of the discriminatory sanctions, Plaintiffs have suffered, and will continue
10 to suffer substantial reputational harm. Defendants’ findings and penalties effectively brand CCHS
11 as “cheaters” in contrast to their prior “exemplary standing.” Plaintiffs’ standing in the community
12 has been significantly damaged which impacts their ability to fulfill their educational and religious
13 missions. Such damages are unquantifiable.

14 103. Plaintiffs have also suffered significant monetary harm as a result of the CIF
15 sanctions. Without the opportunity to field a football team capable of playing in the CIF-SJS
16 postseason, a number of student athletes haven chosen to enroll at schools not subject to similar
17 restrictions. Unlike most private educational institutions which saw a sharp uptick in applications
18 and enrollment from students seeking in-person education while many public schools were taking
19 place remotely, enrollment at CCHS has dropped significantly as a result of the sanctions imposed
20 by CIF-SJS. As a result, CCHS has lost, and will continue to lose, tuition revenue, which negatively
21 impacts its ability to carry out its Christian mission of providing low-cost education.

22 104. Additionally, plaintiff has already lost and will continue to lose significant revenue
23 from the sanctions imposed by CIF-SJS, including revenue generated by ticket sales, promotions,
24 and concessions at CCHS football games.

25 **CAUSES OF ACTION**

26 **COUNT 1 – EQUAL PROTECTION – DISPARATE TREATMENT**
27 **U.S. Constitution, 14th Amendment**
28 **42 U.S.C. § 1983**

105. The Church and CCS incorporate the preceding paragraphs as though set forth fully

1 herein.

2 106. As a Christian school, CCS is a member of a protected class, and is constitutionally
3 shielded from adverse treatment on the basis of its religious beliefs.

4 107. Although thirteen teams participated in the CAPS league—comprising students who
5 attended numerous different public and private schools—Defendants singled out only Christian
6 schools—CCHS, Ripon Christian, Stone Ridge Christian, and Vacaville Christian—for sanctions.

7 108. Contrary to CIF-SJS’s claim that the “vast majority” of schools complied with CIF-
8 SJS’s directives during the pandemic, CIF-SJS had no factual basis for this assertion. CIF-SJS and
9 Garrison investigated only the conduct of Christian schools, despite similar conduct by both public
10 and secular, private high schools.

11 109. Among the teams that participated in the CAPS club football league, several teams
12 maintained rosters where more than 50% of the players attended a single high school. CIF-SJS,
13 however, investigated and prosecuted only Christian high schools for purportedly violating CIF-SJS
14 bylaws. On information and belief, neither CIF-SJS nor Garrison conducted any investigation into
15 the same conduct by public or secular private schools.

16 110. Several teams within the CAPS league also utilized equipment, uniforms, and
17 facilities supplied by, or later provided to, public or secular, private high schools. Again, neither
18 CIF-SJS nor Garrison investigated or targeted these high school programs for this conduct.

19 111. Because no investigation was conducted into the conduct of any school other than
20 CCHS, Ripon Christian, Stone Ridge Christian, and Vacaville Christian, Defendants had no basis to
21 conclude that every other CIF-SJS member school complied with CIF bylaws during the COVID-19
22 pandemic.

23 112. Of the thirteen teams involved in the inaugural CAPS club football league season,
24 CIF-SJS and Garrison investigated only those with a tangible affiliation to a Christian school.
25 Defendants, however, willfully ignored any potential affiliation between public or secular, private
26 schools and the remaining teams in the CAPS league.

27 113. Defendants’ novel and unprecedented interpretation of their bylaws as regulating club
28 sport activities and singling out Christian schools and their students for sanctions pursuant to that

1 interpretation is evidence of Defendants’ intent and purpose to discriminate on the basis of religion.

2 114. Defendants’ conduct violates the United States Constitution’s guarantee of equal
3 protection to Plaintiffs, because Defendants’ sanctions discriminated on an improper basis, religious
4 affiliation.

5 115. As a result of Defendants’ discriminatory and unlawful conduct, Christian student
6 athletes who attend CCHS are now subject to sanctions and penalties. In particular: (a) CCHS
7 students who participated on the Cap City teams, are now subject to Defendants’ sanctions, while
8 their Cap City teammates who were not CCHS students are not; and (b) CCHS students who had no
9 involvement with the Cap City club league whatsoever are subject to Defendants’ discriminatory and
10 unconstitutional sanctions.

11 116. Defendants’ patchwork method of imposing sanctions against the Christian schools
12 participating in the CAPS Club League results in disparate treatment because the Christian schools
13 are penalized while non-Christian schools who engaged in similar activity—i.e., their students and
14 coaches participated in the CAPS League—are not subject to any sanction or penalty.

15 117. As a result of Defendants’ discriminatory, unconstitutional, and otherwise unlawful
16 Christian student penalties, CCS and its students have suffered significant financial and reputational
17 damages in an amount to be proved at trial.

18 **COUNT 2 – EQUAL PROTECTION – SELECTIVE ENFORCEMENT**
19 **U.S. Constitution, 14th Amendment**
20 **42 U.S.C. § 1983**

21 118. At all times, the Cap City football teams were separate and distinct from CCHS.
22 Nevertheless, Defendants unlawfully decided to impose sanctions on CCHS and three other
23 Christian schools, while declining to sanction the other public schools whose students and coaches
24 participated in the CAPS league.

25 119. Even if Defendants were within their rights to impose sanctions upon coaches and
26 students who participated in the CAPS league—a position which Plaintiffs dispute—Defendants’
27 discriminatory purpose in selectively penalizing CAPS league students was made apparent when
28 Defendants handed down sanctions on Christian schools as a whole, and not individual athletes.

120. The clear effect of Defendants’ selective enforcement actions was to impose penalties

1 on religious schools, while similarly situated schools whose students and coaches participated in the
2 CAPS league were not subject to any penalty for identical behavior.

3 121. As a result of Defendants’ discriminatory and selective enforcement, CCS has
4 suffered significant financial and reputational damages, in an amount to be proved at trial.

5 **COUNT 3 – VIOLATION OF THE FREE EXERCISE CLAUSE**
6 **U.S. Constitution, 1st and 14th Amendments**
7 **42 U.S.C. § 1983**

8 122. The First Amendment, made applicable to the States through the Fourteenth
9 Amendment, prohibits any law abridging the free exercise of religion.

10 123. A state action that discriminates on the basis of religion is subject to strict scrutiny,
11 and must be invalidated unless it is “justified by a compelling interest and is narrowly tailored to
12 advance that interest.” *Church of the Lukumi Babalu Aye, Inc. v. City of Hialeah*, 508 U.S. 520, 533
13 (1993).

14 124. State action discriminates on the basis of religion “whenever [it] treat[s] any
15 comparable secular activity more favorably than religious exercise.” *Tandon v. Newsom*, 141 S. Ct.
16 1294, 1296 (2021).

17 125. Here, Defendants have selectively targeted Christian high school football programs
18 for punishment despite comparable conduct by secular programs.

19 126. Although thirteen teams participated in the CAPS league—comprising students who
20 attended numerous different public and private schools—Defendants singled out only Christian
21 schools—CCHS, Ripon Christian, Stone Ridge Christian, and Vacaville Christian—for sanctions.

22 127. Contrary to CIF-SJS’s claim that the “vast majority” of schools complied with CIF-
23 SJS’s directives during the pandemic, CIF-SJS had no factual basis for this assertion. CIF-SJS and
24 Garrison investigated only the conduct of Christian schools despite similar and more egregious
25 conduct by both public and secular, private high schools.

26 128. Among the teams that participated in the CAPS club football league, several teams
27 maintained rosters where more than 50% of the players attended a single high school. CIF-SJS,
28 however, investigated only Christian high schools for purported violations of CIF-SJS bylaws. On

1 information and belief, neither CIF-SJS nor Garrison conducted any investigation into the same
2 conduct by public or secular private schools.

3 129. On information and belief, several teams within the CAPS league also utilized
4 equipment, uniforms, and facilities supplied by public or secular private high schools. Again,
5 neither CIF-SJS nor Garrison investigated or targeted these high school programs for this conduct.

6 130. Because no investigation was conducted into the conduct of any school other than
7 CCHS, Ripon Christian, Stone Ridge Christian, and Vacaville Christian, Defendants had no basis to
8 conclude that every other CIF-SJS member school complied with CIF bylaws during the COVID-19
9 pandemic.

10 131. Of the thirteen teams involved in the inaugural CAPS club football league season,
11 CIF-SJS and Garrison investigated only those with a tangible affiliation to a Christian school.
12 Defendants, however, willfully ignored any potential affiliation between public or secular, private
13 schools and the remaining teams in the CAPS league.

14 132. This selective enforcement of CIF regulations on Plaintiffs, and other Christian
15 schools, without similar enforcement against public high school violates the Free Exercise Clause.

16 133. Therefore, the Court should enter judgment in favor of Plaintiffs and declare that the
17 imposition of sanctions on Plaintiffs violates the Free Exercise Clause of the First Amendment.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiffs request the following relief:

20 134. Judgment in favor of the Plaintiffs against the Defendants by reason of violations of
21 the First and Fourteenth Amendments to the U.S. Constitution.

22 135. Injunctive relief removing all sanctions imposed by the Defendants on the Plaintiffs,
23 including sanctions barring Plaintiffs' from post-season play for the 2022-23 football season.

24 136. Award nominal damages to Plaintiffs;

25 137. Award actual damages to Plaintiffs;

26 138. Award Plaintiffs the costs of this action and reasonable attorney's fees; and

27 139. Award such other and further relief as the Court deems equitable and just.

28 **JURY TRIAL DEMANDED**

1 Plaintiffs demand a trial by jury, pursuant to Rule 38(b) of the Federal Rules of Civil
2 Procedure, of all issues so triable.

3 Date: April 27, 2022

Respectfully submitted,

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