

VENUE

2. As Defendant OHSAA's principal place of business is in the City of Columbus, Franklin County, Ohio, venue is proper pursuant to Rule 3(C)(2) of the Ohio Rules of Civil Procedure.

JURISDICTION

3. This Court has jurisdiction pursuant to R.C. 2702.02 and R.C. 2727.03.

FACTS AND BACKGROUND

4. Plaintiff A.A. is a student at Bishop Watterson High School ("Watterson"). Plaintiffs Todd Alles, Jr. and Kathy Alles are the parents of A.A.
5. Defendant OHSAA is an unincorporated association whose purpose is to regulate interscholastic athletics among its member schools in a fair and equitable manner.
6. A.A. is a member of the Watterson varsity football team.
7. A.A., who will be a sophomore in the 2025-2026 school year, transferred to Watterson on January 6, 2025, from Dublin Coffman High School.
8. A.A. played varsity, junior varsity and freshman football for Dublin Coffman High School as a freshman in 2024.
9. On March 16, 2021, Geron Stokes was hired as the Head Coach for Dublin Coffman High School Football Team.
10. As Head Coach, Stokes was an employee of the Dublin City School District.
11. As an employee of the Dublin City School District, Stokes was a mandatory reporter of suspected child abuse or neglect pursuant to R.C. 2151.421(A)(1)(b).
12. The Dublin Coffman Football Team coaching staff are all employees of the Dublin City School District.
13. As employees of the Dublin City School District, the Dublin Coffman Football Team coaching

staff are all mandatory reporters of suspected child abuse or neglect pursuant to R.C. 2151.421(A)(1)(b).

14. As mandatory reporters of suspected child abuse or neglect, all employees are under a duty to report suspected child abuse or neglect and shall make the report to the public children services agency or a peace officer in the county in which the child resides or in which the abuse or neglect is occurring or has occurred pursuant to R.C. 2151.421(A)(1)(a).
15. In 2024, as Head Coach of the Dublin Coffman Football Team, Stokes fostered and enforced a toxic team culture characterized by bullying, ridicule, and fear. This culture discouraged players from reporting concussions and other injuries to their parents or to qualified health care professionals.
16. A.A. suffered physical injuries during his freshman football season at Dublin Coffman High School.
17. During the 2024 football season, the actions of the Dublin Coffman Football Team's coaching staff, including but not limited to Head Coach Stokes, failed to safeguard A.A.'s physical well-being.
18. During his freshman football season at Dublin Coffman High School, A.A. suffered severe mental distress as a direct result of the actions and inactions of Head Coach Stokes, his coaching staff, and school administrators. The conduct of the Dublin Coffman Football Team's coaches during the 2024 season, including but not limited to Stokes, failed to protect A.A.'s mental health and well-being.
19. On or about September 3, 2024, A.A. sustained a concussion during football practice at Dublin Coffman High School.
20. As a result of this injury, A.A. was unable to attend classes for the following two (2) days.

21. On the evening of September 6, 2024, prior to clearing concussion protocols, the coaching staff—with full knowledge of his injury—forced A.A. to jump, yell and continuously wave a spirit towel for the Dublin Coffman varsity football game.
22. As a result of the aforementioned coaching decisions, A.A.’s symptoms worsened, preventing him from attending the Dublin Coffman Junior Varsity game on September 7, 2024.
23. A.A.’s worsening concussion symptoms were reported to Gennar Feucht (hereinafter “Feucht”), the Athletic Trainer for the Dublin Coffman Football Team. See Gennar-Alles Text 1, attached hereto as Exhibit 1.
24. During the week of September 9, 2024, despite not having cleared concussion protocols, A.A. was required by Stokes and his staff to participate in team workouts, including conditioning drills such as push-ups, running, and weightlifting.
25. On or about Friday, September 13, 2024, A.A. took a follow-up concussion impact test administered by Feucht, which he failed to pass. See Gennar-Alles Text 2, attached hereto as Exhibit 2.
26. After subsequently passing the concussion protocol testing on Monday, September 16, 2024, the Dublin Football Coaching Staff, including Stokes, instructed A.A. to immediately commence Junior Varsity Football practice.
27. Plaintiff Todd Alles, Jr., refused to allow A.A. to immediately participate in the Junior Varsity football games and suggested that A.A. instead play in freshman football games to slowly reintegrate himself back onto the field.
28. Feucht was supportive of Plaintiff Alles’ decision to prohibit A.A. from participating in Junior Varsity practice and reintegrate by playing with the freshman football team.
29. Upon inquiry, Feucht texted Alles that there had been eleven player concussions during the

2024 season. Eight occurred during practices, while the remaining three happened during games. Upon information and belief, half of the practice-related concussions had occurred on September 3, 2024.

30. During one such practice, Stokes addressed the team in the presence of Plaintiff Alles and others and told the team, “We have too many f***** concussions. Stop it with the concussions.”
31. The deliberate disregard by Stokes and his coaching staff for concussion protocols and mandatory reporting requirements failed to protect both the physical and mental health of A.A.
32. The actions of Stokes and the Dublin Football coaches of ignoring concussion protocols and mandatory reporting requirements and, even worse, ridiculing players for concussions placed all Dublin Coffman football players at great risk of further injury and failed to protect the physical well-being of the student athletes.
33. In his first game back after clearing concussion protocols, A.A. sustained a sprained ankle.
34. The Dublin City School Handbook Taping and Bracing Guidelines provides the following guidance regarding ankle injuries: “Ankle taping will occur for two weeks following an acute ankle injury.”
35. Stokes made it well known to all football players on the Dublin Coffman football team that ankle taping is only for weak and soft players.
36. As a result of Stokes’ intimidation regarding ankle taping, A.A. was too fearful to request to have his ankles taped by the medical staff. Instead, Plaintiff Alles purchased a commercial ankle brace to provide support and protection for A.A.’s injured ankle.
37. By intimidating players into not taping ankles, the conduct of Stokes and the Dublin Football coaches placed A.A. at greater risk of additional injury and failed to protect the physical and

mental well-being of A.A.

38. During summer practices prior to the 2024 Dublin Coffman football season, there were days when the heat index was at dangerous levels which should have precluded the Dublin Coffman football team from practicing with full pads and helmets.
39. On at least one occasion when the heat index was at a dangerous temperature and Plaintiff Alles was present, Feucht came out to the field and stopped practice.
40. Stokes immediately got into a verbal dispute with Feucht and directed him to leave. Once Feucht had gone back inside, Stokes had the team resume practice despite the dangerous heat index.
41. By requiring players to practice in dangerous heat, Stokes and his staff placed A.A. and others at great risk of injury and failed to protect the physical and mental well-being of A.A. and his fellow students.
42. During the 2024 football season, Stokes and other Dublin Coffman football coaches constantly verbally attacked and mentally abused A.A., with this mistreatment only worsening while A.A. was recovering from his injuries.
43. Examples of the verbal abuse of A.A. by Stokes and his staff include the following:
 - a. You're so fucking soft, why are you here?
 - b. You don't fucking belong on this team!
 - c. What the fuck is wrong with you now?
44. After the Dublin Coffman football regular season ended, Plaintiffs Todd Alles, Jr. and Kathy Alles observed that A.A. was noticeably limping.
45. Plaintiff Alles had A.A. examined by his pediatrician, Dr. Jeff Krasniewski, who referred A.A. to Nationwide Children's Hospital Sports Medicine for examination and x-rays.

46. Following his medical examination, A.A. was diagnosed with a torn muscle and a fractured right hip.
47. On December 9, 2024, Plaintiff Todd Alles, Jr. notified Stokes of A.A.'s injury diagnosis via a text message. When Stokes learned the extent of A.A.'s injuries, he responded "Ha Ha." See Stokes-Alles Texts, attached hereto as Exhibit 3.
48. The very same day, during the end of the season team banquet, Stokes aggressively grabbed A.A.'s hand during a handshake, pulled him in close and stated, "get your ass into the weight room!"
49. Due to the extreme hazing, bullying, and psychological manipulation by Stokes and his staff, A.A. concealed some of his injuries out of fear of being labeled "soft" and being subjected to further ridicule and harassment.
50. By intimidating players into underreporting and non-reporting of their injuries, Stokes and his staff created a significant risk of additional harm to A.A. and his fellow students. This risk was further exacerbated by the ridicule and harassment of anyone who would not practice and play while injured.
51. The actions of Stokes and his staff failed to protect, and in fact put at risk, the physical and mental well-being of A.A. and his fellow students.
52. Plaintiffs and numerous other parents sent anonymous emails to the Dublin Coffman administration and Superintendent Dr. John Marschhausen reporting Stokes' repeated misconduct, including his decision to ignore concussion protocols, as well as his fostering of a toxic, bullying environment that ridiculed injured players and discouraged them from reporting injuries.
53. Plaintiff Alles contacted and attempted to meet with Stokes regarding the coaching staff's

collective failure to protect the physical health and mental well-being of A.A.

54. Other parents of Dublin Coffman football players met with administrators in the Dublin School District regarding the bad behaviors of Stokes and other members of the Dublin Coffman football coaching staff.
55. Rather than addressing or even investigating these serious allegations of abuse, members of the Dublin School District administration instead printed the anonymous complaints and provided them to Stokes.
56. Stokes retaliated for the email complaints by further bullying, belittling, and demeaning players on the Dublin Coffman Football Team.
57. By failing to investigate, address, or report the bad behaviors of Stokes and the coaching staff, the Dublin school District placed A.A. at great risk of injury and failed to protect the physical and mental well-being of A.A.
58. As a result of the mental distress caused by the actions of Stokes and the Dublin School District, A.A. was required to treat with a mental health professional and prescribed medication for mental health issues.
59. On December 9, 2024, amid the various allegations of misconduct described above, Stokes resigned from the position of head coach of the Dublin Coffman varsity football team.
60. Based upon the decision of the Dublin City School District administration to place Stokes' and its own reputations above the physical and mental well-being of A.A. and other students, and given the likelihood that this careless approach to student safety was unlikely to change, the decision was made for A.A. to transfer to Watterson.
61. Currently, A.A. is practicing with the Watterson varsity football team and plans to participate in the 2025 varsity football season.

62. OHSAA has rules that scrutinize transfers of student athletes from one school to another and punishes student athletes for such moves by preventing them from participating in certain sports after 50% of the season is completed.

63. OHSAA Bylaw 4-7-2, which deals with transfers, states, in relevant part:

Transfer Consequence: If a student transfers at any time after commencing the ninth-grade year, the student shall be ineligible for all OHSAA tournaments in those sports in which the student participated during the 12 months immediately preceding this transfer. In addition, the student shall be ineligible for all contests at all levels AFTER the first 50% of the maximum allowable varsity regular season contests have been competed in those sports in which the student participated during the 12 months immediately preceding this transfer. The transfer consequence shall remain in effect until the one-year anniversary of the date of enrollment in the school to which the student transferred, at which time the student is no longer considered a transfer student.

64. A copy of OHSAA Bylaw 4-7-2 is attached as Exhibit 4.

65. There are several exceptions to the transfer rule. Exception #12 allows the OHSAA to waive a transfer student's ineligibility for adult bad behavior. This exception reads, as follows:

EXCEPTION 12: If, as a result of the conduct of an adult associated with the school, a student is compelled to transfer in order to protect the student's physical and/or mental well-being, the Executive Director's Office may waive all or part of the period of ineligibility for one or more sport/sport seasons provided ALL of the following criteria are met:

- a) there is documented evidence the adult conduct was directed specifically towards the student; and
- b) the adult conduct is of such a nature as to trigger a criminal investigation or an event which is otherwise a "reportable" event that would require a mandatory reporter to report to the proper legal authorities; and
- c) the student suffered/suffers physical harm and/or severe emotional distress that required/requires medical treatment and/or mental health treatment, which was contemporaneously documented at the time of the event; and
- d) there is no evidence the transfer is due to the student/family's displeasure with a former coach's training tactics and/or the student's playing time.

For purposes of this bylaw, "conduct" may include behavior of a physical nature as well as verbal and/or written expressions, gestures and interactions. The conduct referred to herein may also include interactions via social media or other forms of electronic communications. This exception will not be applied where there has been no documented evidence of a criminal investigation or a "reportable" event as outlined in criteria (b), nor will this exception be applied for a student who simply alleges displeasure with a former coach's training tactics.

66. A copy of Exception #12 is attached as Exhibit 5.
67. On April 11, 2025, in an email from Ronald Sayers, Senior Manager of Eligibility & Technology, OHSAA denied Plaintiffs' request for a transfer exception.
68. OHSAA has a procedure for student athletes to appeal the denial of a request for a transfer eligibility exception. Plaintiff properly filed an appeal.
69. On May 28, 2025, Plaintiff Alles, who was not represented by counsel at the time, appeared before a four member OHSAA appeals panel.
70. During the May 28, 2025, appeal hearing, Plaintiff Alles presented evidence and was joined by other Dublin Coffman football players' parents. He answered questions from the members of the appeals panel and OHSAA staff.
71. Subsequently, Plaintiff Alles was notified that the appeals panel had upheld the initial decision denying A.A.'s transfer exception. Currently, the date after which A.A. will become ineligible to further compete is September 20, 2025.
72. The circumstances of A.A.'s transfer clearly reflect that he is entitled to a transfer exception. However, even if he were not, OHSAA's transfer bylaws, as well as other requirements for participation in athletic contests, have been previously waived due to COVID-19 and other reasons. OHSAA's decision to declare A.A. ineligible for the latter half of the Watterson varsity football season is both arbitrary and unreasonable. As such, OHSAA must be enjoined from enforcing its decision to prohibit A.A. from full participation in the varsity football season.

COUNT ONE

73. Plaintiffs incorporate all preceding allegations as if fully rewritten.
74. Defendant's decision to preclude A.A.'s full participation in the varsity football season is

unreasonable, arbitrary, and/or capricious.

75. Plaintiffs are entitled to a Declaratory Judgment that OHSAA'S interpretation and application of Bylaw 4-7-2, and its corresponding exceptions and waivers, was unreasonable, arbitrary, and/or capricious.

76. As a direct result of Defendant's unreasonable, arbitrary, and/or capricious decision, A.A. has suffered and will continue to suffer irreparable harm if OHSAA is not enjoined from enforcing its decision.

77. Plaintiffs are entitled to a Preliminary and a Permanent Injunction that would allow A.A.'s participation in Watterson varsity football for the 2025 school year.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs request judgment in their favor and pray for the following relief:

- 1) A preliminary and permanent injunction prohibiting Defendant from taking or enforcing any action or order based on OHSAA's April 11, 2025, and May 28, 2025, rulings, or any subsequent rulings related to OHSAA's April 11, 2025, and May 28, 2025, decisions, which have the design or effect of preventing or precluding A.A.'s eligibility for the 2025 Watterson varsity football season including the OHSAA football playoffs.
- 2) A declaration that the OHSAA's ruling on A.A.'s eligibility which denied A.A.'s application for an exception to the transfer ineligibility and any subsequent rulings are null and void.
- 3) All related court costs and attorney fees incurred in the filing, advocacy and disposition of this claim; and
- 4) All such other relief that this Court deems proper and appropriate.

This 20th day of August, 2025.

Respectfully Submitted,

/s/ Samuel H. Shamansky
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