

UNIVERSITY LABORATORY SCHOOL      DOCKET NO.:      SECTION:  
VERSUS      19TH JUDICIAL DISTRICT COURT  
THE LOUISIANA HIGH SCHOOL      EAST BATON ROUGE PARISH  
ATHLETIC ASSOCIATION, INC.      STATE OF LOUISIANA

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**PETITION FOR TEMPORARY RESTRAINING ORDER,  
PRELIMINARY INJUNCTION, AND PERMANENT INJUNCTION**

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NOW INTO COURT, through undersigned counsel, comes Petitioner, **UNIVERSITY LABORATORY SCHOOL**, a public educational institutional domiciled in East Baton Rouge Parish (“**ULS**”), who, pursuant to Louisiana Code of Civil Procedure article 3601, *et seq.*, files this Petition for Temporary Restraining Order, Preliminary Injunction, and Permanent Injunction seeking to prevent Defendant, the Louisiana High School Athletic Association, Inc., from doing exactly what its Bylaws prohibit it from doing which, if not stopped, will cause ULS to sustain irreparable injury, and who respectfully represent as follows:

1.

Made defendant herein is the **LOUISIANA HIGH SCHOOL ATHLETIC ASSOCIATION, INC.** (the “**LHSAA**”), a private non-profit Louisiana corporation licensed to do and doing business in the State of Louisiana, which may be served through its agent for service of process, Eddie Bonine, at 12720 Old Hammond Highway, Baton Rouge, LA 70816.

2.

This Court has jurisdiction pursuant to La. C.C.P. arts. 2 and 6, and Louisiana Const. art. V § 16.

3.

Venue is proper in East Baton Rouge Parish pursuant to La. C.C.P. art. 42.

4.

ULS is a member school of the LHSAA. The LHSAA is comprised of over 410 member schools and exclusively governs and regulates all high school athletics in the state of Louisiana through its adopted Constitution, Bylaws, and Handbook (the “**LHSAA Rules**”).

5.

ULS is a prestigious school with a revered reputation for both academic and athletic excellence. ULS’ football program, in particular, has experienced great success, winning three football State Championships in the past 10 seasons.

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6.

This season, ULS' football team was undefeated (7-1) through the first eight games and ranked No. 1 in Class 3A as of October 30, 2024.

7.

However, on October 30, 2024—the day before ULS' football team's penultimate game of the regular season—ULS was informed by LHSAA Executive Director, Eddie Bonine ("Director Bonine"), that another LHSAA member school, Liberty Magnet High School ("Liberty Magnet"), filed a complaint with the LHSAA on October 28, 2024, alleging that two ULS varsity football players should be ruled ineligible.

8.

In his October 30, 2024 email, Director Bonine advised ULS that he assigned a LHSAA Compliance personnel to "gather facts and findings for this office," and requested ULS to submit a "written statement on the situation at hand." Director Bonine further represented that while this "process" would be done in a "time sensitive manner," the two ULS student-athletes named in the email (identified herein as Student-Athlete #1 and Student-Athlete #2 for confidentiality purposes) were "not to participate in any/all football operations until you receive notification from this office."

9.

Attached to Director Bonine's email to ULS was an undated letter from Liberty Magnet Principal Chazz Watson to the LHSAA with the subject line, "Request for Investigation into Transfer Student Athletes." Liberty's letter stated that it was being sent "to formally report potential rule infractions concerning student athletes who have recently transferred from Liberty" to ULS, who shares a "home athletic attendance zone" with Liberty Magnet. Liberty Magnet further represented to the LHSAA that in "the past two seasons, we have observed two instances of this concerning trend."

10.

Liberty Magnet's letter identified two current ULS student-athletes and alleged the following:

1. [Student-Athlete #1] was ... at Liberty Magnet High during the 2022 football season. He transferred to University High in January 2023 and was a varsity starter there in the 2023 season. Notably, University High did not submit a concurrence form to Liberty Magnet High regarding this transfer.

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2. [Student-Athlete #2], a varsity football starter at Liberty Magnet High in 2023, also transferred to University High in January 2024. He is currently listed as a starting varsity player at University High, yet he remains on Liberty Magnet High's student eligibility and master list. We did not receive a concurrence form for his transfer either.

11.

Liberty Magnet's letter to the LHSAA concluded that it was "concerned about the compliance with LHSAA eligibility rules" and urged the LHSAA to commence an "investigation into these transfers." A copy of Director Bonine's October 30, 2024 email and Liberty Magnet's complaint is attached hereto as **EXHIBIT A, REDACTED**.

12.

Complying with the LHSAA's request for a written statement, ULS provided a written statement to the LHSAA on October 30, 2024 (the same day the LHSAA requested such statement) explaining its process for verifying the student-athletes' eligibility. As ULS explained, ULS verified the student-athletes' eligibility using the East Baton Rouge Parish Public School website, which confirmed that both student-athletes resided in the McKinley High School attendance zone. Attendance zones are determined by the East Baton Rouge Parish Public School Board, whose website does not depict Liberty Magnet as an attendance zone. ULS further communicated its belief that the student-athletes were, and are, eligible. A copy of ULS's October 30, 2024, statement is attached hereto as **EXHIBIT B, REDACTED**.

13.

In accordance with LHSAA's directive, neither student-athlete participated in ULS' football game on Friday, October 31, 2024, against Madison Prep while the LHSAA continued to investigate the matter. ULS lost the game to Madison Prep, which was ULS' second loss of the season (7-2).

14.

At approximately 11:45 a.m. on Monday, November 4, 2024, ULS received a Notice of Rule Violation and Assessment of Penalty ("Penalty Ruling") from Director Bonine, which imposed the following penalties and sanctions on ULS and its football program, its head football coach, and the two student-athletes:

- (a) ULS' football program placed on "administrative probation" for one year ending on October 25, 2025;
- (b) Head Football Coach Martin placed on "administrative probation" for one year ending on October 25, 2025;

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- (c) Forfeiture of ULS' eight (8) wins in the current 2024 football season;
  - (d) Forfeiture of ULS' last four (4) games of the 2023 football season;
  - (e) Assessment of a \$400 fine payable to the LHSAA;
  - (f) Assessment of a \$100 fine payable to the LHSAA;
  - (g) Student-Athlete #1 (currently a senior) ruled ineligible for the next four football games of the 2024 season; and
  - (h) Student-Athlete #2 (currently a junior) ruled ineligible for the first eight (8) football games of the 2025 season (Student-Athlete #2's senior season).

**15.**

The LHSAA's Penalty Ruling identified three LHSAA Handbook Rules allegedly violated by ULS—Rule 1.13.6; Rule 5.11.3; and Rule 5.11.4.

**16.**

Rule 1.13.6 addresses the LHSAA Principal's Concurrence Form that is to be completed by both the receiving school and the sending school when a student transfers from one LHSAA member school to another. The rule provides as follows:

- 1.13.6** In all transfer cases involving two LHSAA member schools, the principal of the receiving school (school to which the student transfers), and the sending school (school from which the student transferred), must complete an LHSAA Principal's Concurrence Form. This form shall be initiated by the receiving school principal and provided to the sending school principal using a valid, registered email address listed on the contact portion of the LHSAA's Members' Only for completion by the sending school principal. Concurrence online with the transfer by both principals is required but does not guarantee or assure eligibility. The LHSAA reserves the right to investigate any transfer and make a ruling on the student's eligibility. A student shall not participate in an interscholastic contest until the transfer form is fully executed by both principals and is on file in the office of the receiving school. The receiving school has the burden of proof should the eligibility of a transfer student come into question. Providing false or misleading information on this form may result in a penalty to the student or school or both. The deadline to return the Principal's Concurrence Form to the receiving school principal is ten (10) days. Failure to timely complete the LHSAA Principal's Concurrence Form shall result in the school (sending and/or receiving) being fined \$100.

**17.**

The other two rules the LHSAA asserts ULS violated (5.11.3 and 5.11.4) are found in the LHSAA's Handbook Section 5 (entitled "Penalty Code") and simply prescribe the penalties that may be assessed for violations of *other* rules—neither of which are rules that can be violated in and of themselves:

**5.11.3 Use of ineligible student due to negligence of school officials to adequately check rules, regulations, and records:**

1. The school shall be placed on administrative probation not to exceed one calendar year.
2. The school shall be fined \$50 per student/per contest/per sport if it self-reports the violation (not to exceed \$200 per student/per sport).
3. The school shall be fined \$100 per student/per contest/per sport if the violation is reported by a source outside of the school or discovered by the LHSAA staff (not to exceed \$400 per student/per sport).
4. Any contest(s) in which the student participated shall be forfeited.
5. The player shall be ruled ineligible for a period not to exceed one calendar year.
6. The coach shall be penalized under Bylaw 5.12.
7. Other penalties may be imposed on the school and/or individual(s) to a degree in keeping with the severity of the violation.

**5.11.4 Student plays in violation of scholastic or transfer rule:**

1. When the student becomes eligible, he/she shall remain ineligible in the same sport for the same number of contests/playing dates that he/she participated in as an ineligible.
2. The remainder of the penalty is the same as for the use of an ineligible player as outlined in Bylaw 5.11.3.

**18.**

Significantly, the Penalty Ruling provided no facts or details regarding ULS' alleged violations of Rule 1.13.6, ULS' purported failure to adequately check rules, regulations, or records, or how the "scholastic or transfer rule" was in any way violated.

**19.**

The Penalty Ruling further provided that "[a]ll appeals must be emailed on school letterhead to ksmith@lhsaa.org within 15 days of the penalty ruling," and that "[a]ll financial penalties are due within 30 days of the penalty ruling." A copy of the Penalty Ruling dated November 4, 2024, is attached hereto as **EXHIBIT C**.

**20.**

The LHSAA's November 4, 2024 Penalty Ruling was issued just *three* days before ULS' Senior Night and last varsity football game of the season on Thursday, November 7, 2024 and *six* days before the LHSAA is scheduled to release the bracket for the post-season playoffs on Sunday, November 10, 2024.

**21.**

The LHSAA's violation determination and imposition of penalties on ULS in the final week of the football season will cause irreparable harm injury, loss, and damage to ULS, its

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football team, its students, and the entire ULS community. For example, requiring ULS to forfeit its eight wins this season effectively prevents ULS' football team from making the playoffs, which not only impacts all 84 members of the football team but the entire school community. It also disrupts the power rankings of teams across multiple classifications and divisions.

**22.**

Upon receipt of the November 4, 2024 Penalty Ruling, ULS officials met to review the ruling. During this meeting, ULS learned that the LHSAA had updated its schedule and results database on its website at 2:27 p.m., changing ULS' football record from 8-1 to 0-9 and moving ULS from No. 1 in the 3A power rankings down to No. 27. A copy of LHSAA's Updated Website is attached hereto as **EXHIBIT D**.

**23.**

While ULS officials were still meeting to discuss the Penalty Ruling that was issued just a few hours before, The Advocate published an article reporting ULS' forfeiture of its "seven regular season wins," and that "[a]fter rumors circulated about U-High being investigated for having a possible ineligible player, the LHSAA updated the Cubs' record Monday afternoon on its website to reflect seven forfeit losses." The Advocate article further reported that the "forfeits leave the Cubs with an 0-9 record going into a Week 10 game with Port Allen" and that ULS "was ranked No. 1 in the LSWA's Class 3A poll until last week's loss to Madison Prep." A copy of The Advocate's November 4, 2024 article (entitled "*A high profile Baton Rouge football program has to forfeit 7 games. Here's what to know*") is attached hereto as **EXHIBIT E**.

**24.**

On November 4, 2024 (the same day the Penalty Ruling was sent to ULS), ULS notified Director Bonine of its intention to seek an immediate emergency appeal of the Penalty Ruling. A copy of ULS' Appeal Notice is attached hereto as **EXHIBIT F**.

**25.**

The LHSAA's investigation and imposition of sanctions against ULS is directly prohibited by its own rules and will result in irreparable harm to ULS and its students.

26.

LHSAA Rule 5.2.2 prohibits the LHSAA from conducting an investigation of alleged rule violations reported by another member school *during the last ten days before the end of the regular season* and through the end of that sport's championship game. The express purpose of Rule 5.2.2 is twofold. First, the rule is designed to "prevent disruption in the playoff season." Secondly, the rule is designed to "encourage member schools that are aware of possible violations to report the alleged violation in a timely manner." Rule 5.2.2 provides, in full, as follows:

With the exception of Articles 6.3.2 and 6.3.3 in the Constitution, the LHSAA may not conduct an investigation of an alleged violations reported by a member school principal during a **ten day period prior to the end of the regular season** in the reported sport until the end of the sport's championship game. The LHSAA may conduct the investigation following the sport's championship game and may apply all applicable rules at that time. **The purpose of this rule is to prevent disruption in the playoff season and to encourage member schools that are aware of possible violations to report the alleged violation in a timely manner.** The Executive Director, with the consent of the President of the Executive Committee, shall have the authority to employ a professional investigator to conduct certain recruitment and other investigations as deemed necessary.

(Emphasis added).

27.

Rule 5.2.2 was adopted to prevent the LHSAA from doing exactly what it has done in this case and the very irreparable harm and disruption that it has caused and continues to cause.

28.

By Director Bonine's own admission in his October 30, 2024 correspondence to ULS, Liberty Magnet reported the violation on October 28, 2024, which was ten days before ULS's final scheduled football game on November 7, 2024. The LHSAA asserts that it "investigated" these allegations, purportedly taking into account the written report prepared by LHSAA's Compliance that was provided to Director Bonine on October 30, 2024.<sup>1</sup> In the same correspondence, Director Bonine requested ULS to submit a written statement, which ULS did on October 30, 2024. And finally, the Penalty Notice was issued on November 4, 2024, further establishing that the LHSAA's investigation continued through November 4, 2024—just three days before the end of ULS' regular season on Thursday, November 7, 2024, and

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<sup>1</sup> A copy of this report has not been provided to ULS or its counsel.

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five days from the end of the listed end of the Football regular season on November 9, 2024. Therefore, it is undisputed that the LHSAA was conducting this investigation within the prohibited 10-day period in violation of Rule 5.2.2.

**29.**

Furthermore, the LHSAA's violation determination and imposition of penalties on ULS is also contrary to LHSAA Rule 5.3 (entitled "Statute of Limitations"), which states, in pertinent part, that "the time limit for complaints or action(s) on rules violations shall be one year from the date of the infraction." For example, Liberty Magnet's complaint asserts that Student-Athlete #1 transferred from Liberty Magnet to ULS in "January 2023 and was a varsity starter there in the 2023 season." Thus, even assuming Student-Athlete #1 was ineligible for the 2023 season—which is expressly denied—the date of infraction would be the date of the fall football scrimmage on August 17, 2023. Accordingly, the time limit for Liberty Magnet's complaint on the alleged rule violation under Rule 5.3 would be August 17, 2024—one year from the date of the infraction. Here, Liberty Magnet sent its complaint to the LHSAA on October 28, 2024, well past the one-year statute of limitations.

**30.**

Additionally, the LHSAA appears to have concluded that ULS violated Rule 1.13.6 by failing to transmit the transfer form. However, the Penalty Ruling contains no facts or details evidencing Director Bonine's factual findings on this issue. Furthermore, the penalty for a violation of Rule 1.13.6 for failing to transmit the required transfer form results in an assessment of a \$100 fine—not a student-athlete being declared "ineligible." In fact, the Rule states that concurrence with the transfer form by both principals "does not guarantee or assure eligibility" and states that a student shall not "participate" in an interscholastic contest until the transfer form is fully executed by both principals and is on file in the office of the receiving school. Nothing in Rule 1.13.6 suggests that the penalty for failing to transmit a transfer form is a student-athlete being declared ineligible. LHSAA's attempt to treat the two student-athletes as "ineligible" and assess ULS penalties pursuant to Rule 5.11.3 (for use of an "ineligible student") and 5.11.4 (violations of scholastic or transfer rules) is wholly improper and outside the scope of authority permitted under these rules.

**31.**

A copy of the pertinent LHSAA Rules are attached hereto as **EXHIBIT G**.



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## DEPRIVATION OF DUE PROCESS AND LIBERTY

### 32.

The Fourteenth Amendment to the U.S. constitution in pertinent part requires that no State shall “deprive any person of life, liberty, or property, without due process of law.” U.S. Cons. Amend. XIV §1. Similarly, the Louisiana Constitution article I § 2 states that “[n]o person shall be deprived of life, liberty, or property, except by due process of law.”

### 33.

The initial requirement in any due process claim is that the claimant show the existence of some property or liberty interest which has been adversely affected by state action.” *Delta Bank & Tr. Co. v. Lassiter*, 383 So.2d 330, 334 (La. 1908). Petitioner’s property interest in this matter is created by its membership contract with the LHSAA. Furthermore, ULS’ right to invoke procedural due process protection is also created when there has been public disparagement damaging its standing in the community.

### 34.

The second prong required for a procedural due process violation claim is that “state action” deprive an individual of their property or liberty interest. It is clear that a State entity need not be the actor in order for behavior to constitute state action. In some circumstances and for some purposes, a private organization or association organizing and regulating public school activities, including athletic competition, may be considered a “state actor.” See *Brentwood Acad. v. Tenn. Secondary Sch. Athletic Ass’n*, 531 U.S. 288, 121 S.Ct. 924, 148 L.Ed.2d 807 (2001, and *La. High Sch. Athletic Ass’n v. St. Augustine High Sch.*, 396 F.2d 224, 227 (5<sup>th</sup> Cir. 1968). *Menard v. Louisiana High Sch. Athletic Ass’n*, 2009-0800 (La. App 1 Cir. 12/23/09), 30 So.3d 790, 794.

### 35.

Applicable law clearly establishes that ULS has a property interest in its member contract with the LHSAA and a liberty interest when public disparagement damages its standing in the community.

### 36.

ULS’ reputation has clearly been damaged and there is no doubt its name has already been cast in a negative light related to the arbitrary and capricious decisions made by the LHSAA. While little to no detail was provided to ULS regarding the allegations and no due

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process afforded to ULS at all, ULS has not violated any LHSAA rules. Despite same, a false statement to the contrary suggesting ULS illegally played ineligible players has been issued and disseminated by the LHSAA.

**37.**

Accordingly, ULS not only has the right to invoke its right to procedural due process by way of its property interest but also by the deprivation of liberty created by the arbitrary and capricious finding of Executive Director Bonine, which has immediately led to public disparagement and reputational harm.

**38.**

ULS endeavors to comply with LHSAA rules. ULS has not been given specific notice of how it may have failed to do so, any guidance on how to better conform its policies (if at all), and no meaningful opportunity to refute the accusations asserted against it.

**39.**

ULS did not knowingly waive its right to even minimal due process afforded by State and Federal law when it became a member of the LHSAA, nor was it apprised that it might one day be subject to arbitrary action to its detriment and the detriment of its coaches and student athletes.

**40.**

The LHSAA's investigation and imposition of penalties on ULS on November 4, 2024, were directly contrary to its own rules, imposed without fair notice as to the alleged violations or any specificity of alleged facts, and in deprivation of fundamental due process rights guaranteed by the Constitutions of Louisiana and the United States.

**41.**

For all these reasons, ULS seeks the issuance of a Temporary Restraining Order, Preliminary Injunction, and Permanent Injunction against the LHSAA, maintaining the status quo for ULS and the ULS football team, and preventing the LHSAA from suspending, terminating, or otherwise interfering with ULS and its football team's participation in high school athletics, including football playoffs if otherwise eligible. ULS also seeks, as part of said order, this Court to prevent the LHSAA from altering any records maintained by ULS, including forfeiture of wins.

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## INJUNCTION AND TEMPORARY RESTRAINING ORDER

### 42.

Pursuant to Louisiana Code of Civil Procedure article 3601, “[a]n injunction shall be issued in cases where irreparable injury, loss, or damage may otherwise result to the applicant, or in other cases specifically provided by law.” However, “[a] showing of irreparable injury is not required when the conduct sought to be restrained is unconstitutional or unlawful, *i.e.*, when the conduct sought to be enjoined constates a direct violation of a prohibitory law and/or a violation of a constitutional right.” *O’Connor v. Grove Homeowners Ass’n*, 297 So.3d 1018 (La. App. 3 Cir. 2020) citing *Jurisich v. Jenkins*, 749 So.2d 597, 599 (La. 1999). See also *South Cent. Bell Tel. Co. v. Louisiana Public Service Com.*, 555 So.2d 1370 (La. 1990). Every Louisiana citizen has a constitutional right to due process, as “No person shall be deprived of life, liberty, or property except by due process of law.” La. Const. art. I, §22.

### 43.

During “the pendency of an action for an injunction the court may issue a temporary restraining order, a preliminary injunction, or both,” La. C.C.P. art. 3601. A temporary restraining order will serve as “a temporary restrain on the defendant until the propriety of granting a preliminary injunction may be determined, objectively preserving the status quo until that determination.” *Dauphine v. Carencro High Sch.*, 02-2005 (La. 4/21/03) 843 So.2d 1096, 1102.

### 44.

There are two requirements for a temporary restraining order to be issued. First, it must clearly appear “from specific facts shown by a verified petition or by supporting affidavit that immediate and irreparable injury, loss, or damage will result to the applicant before the adverse party or his attorney can be heard in opposition.” La. C.C.P. art. 3603. However, a showing of irreparable injury is not necessary when the act sought to be enjoined is unlawful, or a deprivation of a constitutional right is involved. *Maynard Bature Venture v. Parish of Jefferson*, 96-649, p. 4 (La. App. 5 Cir. 12/30/96), 694 So.2d 391, 392. The second requirement is that the applicant’s attorney must give notice to the opposing party, or “certify to the court in writing the efforts which have been made to give the notice or the reasons supporting his claim that notice should not be required.” *Id.*

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45.

ULS has no adequate remedy at law for the injuries currently being suffered and that are threatened if the LHSAA's conduct is not restrained and enjoined. Likewise, ULS' case clearly involves deprivation of a constitutional right, namely its constitutional right to due process. As such, ULS is not required to make a showing of irreparable injury. Notwithstanding, ULS will indeed suffer immediate irreparable injury if the Penalty Ruling is allowed to stand. Irreparable injury, loss, and damage "means the applicant cannot be adequately compensated in money damages for his injury or suffers injuries which cannot be measured by pecuniary standards." *HCNO Servs., Inc. v. Secure Computing Sys., Inc.*, 96-1693 (La. App. 4 Cir. 4/24/91), 693 So.2d 835, 842.

46.

ULS' football team is comprised of 84 very dedicated players, some of which are seniors and in the midst of preparing for playoff contention. If ULS was required to forfeit its wins this year, then ULS will not make the playoffs and have the opportunity to compete for a state championship, which is not quantifiable under any standard. There is no doubt Director Bonine's arbitrary and capricious decision against ULS will result in immediate and irreparable injury because the team is well into the season and, if barred from playoff eligibility, will have no remedy available to them to get that opportunity back.

47.

Further, given the immediate harm to ULS and its football team, students, and school community, ULS will suffer irreparable harm and will have no remedy available to it if a temporary restraining is not issued by this Court.

48.

ULS has also alleged a constitutional violation that gives it an independent basis for injunction. Accordingly, the LHSAA violated ULS' right to procedural due process and, thus, this Court should issue injunctive relief. Further, the immediate irreparable injury that ULS would suffer if this Court does not intervene would also become permanent. Moreover, as shown above, the granting of a temporary injunction is needed to preserve the status quo. Thus, having made a prima facie case that Petition would suffer immediate irreparable harm if this Court does not intervene, ULS is entitled to the issuance of a temporary restraining order. *Dauphine* at 1102.

49.

In accordance with La. C.C.P. art. 3603, notice was given to the opposing parties through counsel prior to filing.

50.

ULS understands that security may be necessary for the injunction. ULS desires that this Court either set a reasonable security amount or forego the security requirement being in mind that this Petition is contesting a violation of due process.

51.

Accordingly, the LHSAA should be ordered, in due course, to appear and show cause why the temporary restraining order issued herein should be continued in the form of a preliminary and ultimately permanent injunction.

52.

ULS has demonstrated a likelihood of success on the merits in part due to the overwhelming evidence in support of ULS' claims. Moreover, the decision was made in violation of the LHSAA's own rules and guidelines under LHSAA Rule 5.2.2 and ULS was not and will not be given an opportunity to ever be heard regarding the allegations if this Court does not intervene.

53.

The irreparable harm ULS will suffer if this Temporary Restraining Order and Preliminary Injunction is not entered exponentially outweighs any harm to the LHSAA if granted. Indeed, no harm will result to the LHSAA by the issuance of the injunctive relief requested, pending a determination of the issues raised in this Petition.

**WHEREFORE**, Petitioner, University Laboratory School prays that after due proceeding are had, that a Temporary Restraining Order, Preliminary Injunction, and Permanent Injunction issue enjoining Defendant, the Louisiana High School Athletic Association, its agents and employees, as follows:

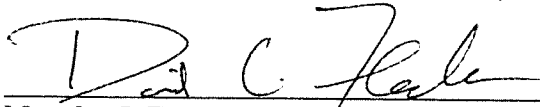
1. The Louisiana High School Athletic Association and its agent and employees shall be enjoined from enforcing or taking any action to impose, assess, or collect penalties, sanctions, punishments, or fines against the University Laboratory School, its coaches, or its student-athletes in connection with the Notice of Rule Violation and Assessment of Penalty dated November 4, 2024, including, without limitation, any forfeiture of the University Laboratory School's wins during the 2024 football season;
2. The Louisiana High School Athletic Association and its agents and employees shall be enjoined from prohibiting Student-Athlete #1 or Student-Athlete #2

from participating in the remainder of the 2024 football season, including the playoffs.

3. The Louisiana High School Athletic Association shall not alter or change any records pertaining to the University Laboratory School football team, including record wins.
4. All other appropriate relief.

RESPECTFULLY SUBMITTED:

**BREAZEALE, SACHSE & WILSON, L.L.P.**



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**PLEASE SERVE**

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