

JIMMY L. ZACHERY

*** 27TH JUDICIAL DISTRICT COURT**

VS.

*** DOCKET NO.:** _____

**LOUISIANA HIGH SCHOOL
ATHLETIC ASSOCIATION AND
ST. LANDRY PARISH SCHOOL
BOARD**

*** PARISH OF ST. LANDRY**

*** STATE OF LOUISIANA**

FILED: _____

*** DEPUTY CLERK OF COURT:** _____

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PETITION FOR TEMPORARY RESTRAINING ORDER AND INJUNCTIVE

RELIEF

NOW INTO COURT, through undersigned counsel, comes Petitioner, **JIMMY L. ZACHERY**, hereinafter referred to as "Petitioner", a person of the full age of majority, domiciled in Sunset, St. Landry Parish, Louisiana, who brings this Petition for Temporary Restraining Order and Injunctive Relief pursuant to La. Civil Code of Procedure Art. 3601 and respectfully represents as follows:

1.

Made defendants herein are:

1. **LOUISIANA HIGH SCHOOL ATHLETIC ASSOCIATION** ("LHSAA"), a private Louisiana corporation licensed to and doing business in the State of Louisiana, which may be served through its agent for service of process, Eddie Bonine, at 1270 Old Hammond Hwy, Baton Rouge, LA 70816; and
2. **ST. LANDRY PARISH SCHOOL BOARD** ("School Board"), a political subdivision of Louisiana who may be served through its superintendent, Milton Batiste III, 1013 E. Creswell Lane, Opelousas, Louisiana.

2.

This Court has jurisdiction pursuant to Louisiana Code of Criminal Procedure Art. 2 and 6, and the Constitution of Louisiana 1974. Art. V, § 16.

3.

Venue is proper in St. Landry Parish as to all defendants pursuant to Louisiana Code of Civil Procedure Art. 42, 73, and 76.1, as one of the Defendant's registered offices is in St. Landry Parish, suit against joint and solidary obligors is proper in any parish in which suit

against one is proper, and an action on a contract may be brought in a parish where the contract was executed or in the parish where any work or service was performed or was to be performed under the terms of the contract. Defendants are joint or solidary obligors because the LHSAA is depriving Petitioner of his constitutionally protected property interest and the LHSAA is relying on certain members of the Opelousas High School (“OHS”) administration, one of its member schools, and St. Landry Parish School Board, through its administration, to affect the deprivation.

4.

St. Landry Parish School Board is named as a defendant because they are a necessary party, and the agent and supervising body over OHS, and because the relief sought by Petitioner herein cannot be obtained without them being named as a defendant.

5.

Opelousas High School is a member school of the LHSAA. The LHSAA has over 410 member schools and almost exclusively governs and regulates all high school athletics for the State of Louisiana. Member schools, like OHS, execute contracts with the LHSAA which contain various rules and guidelines relating to athletics. As a part of the membership agreement, the LHSAA regulates all aspects of the member school’s sports, including all rules related to scheduling, participation, and penalties. Furthermore, pursuant to the membership agreement, the member school acts as the arms of the LHSAA in carrying out penalties passed down by the LHSAA against its players and coaches. Petitioner has no contract with the LHSAA. However, Petitioner has an employment contract with OHS. A copy of Petitioner's contract is attached hereto and marked as “Exhibit A”.

6.

Petitioner Coach Jimmy Zachery is the current boys' head football coach at Opelousas High School. Petitioner’s extensive resume illustrates his long history and well-known reputation in the local football community. A copy of Petitioner's resume is attached hereto and marked "Exhibit B."

7.

Petitioner attended Opelousas Sr. High School as a student-athlete and graduated in 2001. Thereafter, Petitioner attended and played football and obtained higher educational training at Grambling State University. As a student-athlete, he assisted the Tigers in obtaining back-to-back conference championship titles. He graduated from Grambling with a Bachelor of Science in Leisure Studies with a concentration in Therapeutic Recreation and a Master of Science degree in Kinesiology with a concentration in Sports Administration.

8.

After graduating, Coach Zachery pursued and maintained a career in one of his fields of training as the Director of the Farmerville Recreation Center in Farmerville, Louisiana. While there, he began volunteering to coach at Farmerville High School (now Union High School). Shortly after, he decided to start coaching full-time and worked his way up to Defensive Coordinator, ultimately winning his first high school State Championship title in 2013.

9.

Through the years, Coach Zachery has challenged himself professionally by taking advantage of multiple opportunities to serve and grow as a coach and student of the game of football. This journey includes stints at Dumas, Bastrop, and East Ascension High Schools. Although experiencing success along the way and being presented with new and promising pathways of professional growth, Jimmy strongly desired to share the knowledge he acquired with his hometown and alma mater, Opelousas High School. He pursued and obtained the position of Head Football Coach and Athletic Director of Opelousas High School amid the pandemic in 2020.

10.

In 2020, during the pandemic, Coach Zacharey returned to Opelousas High School, securing the position of Head Football Coach and Athletic Director. Over the

past four years, he has provided structure and consistency in rebuilding a program he believed had the potential for greatness through the talent of student-athletes within the city limits of Opelousas. Since returning to Opelousas High School, Coach Zachery has taken the student-athletes to linemen camp every year. In addition to linemen camps, he pours into the young men by taking them paintballing, outings to the movies, FCA camps, and additional football camps.

11.

Coach Zachery's deep roots and widespread recognition in football—as both a distinguished player and a strategic coach—highlight his significant impact on and off the field. His journey from standout player at Opelousas High School and Grambling State University to a guiding force for young athletes at Opelousas High School over the last four seasons has woven his name into the fabric of the local and regional sports community. His background sets the stage for understanding his role in Opelousas, a community burdened by statistics.

12.

In Opelousas, where crime rates soar 260% above the national average, and violent crimes eclipse the national figure by a staggering 490%, the community faces formidable challenges. This context underscores the pressing need for positive intervention and support structures for our youth. In this environment, academic and athletic programs, spearheaded by dedicated coaches, such as Coach Zachery, shine as beacons of hope and transformation. Coach Zachery's initiatives have done more than teach; they have inspired resilience, discipline, and teamwork, providing students with a blueprint for navigating life's obstacles.

13.

The remarkable journey to a state championship title, achieved by Opelousas High School football players under the guidance of an impactful coach, exemplifies the power of positive mentorship. These athletes have risen above the fray, demonstrating unwavering commitment and integrity in the pursuit of excellence. Their story is a

testament to the idea that, with the right support, individuals can transcend their circumstances and achieve greatness despite living in the number one ranked city for crimes per 100k in Louisiana.

14.

In light of the extraordinary circumstances faced by the young football athletes of Opelousas High School, who have not only competed at the highest levels but also achieved remarkable success in the face of daunting societal challenges, the proposition to revoke their state championship title over a misunderstanding devoid of any malice or intent to cheat is not only unjust but punitive in the extreme. These athletes, guided by the steadfast commitment of their coach, have demonstrated unparalleled dedication, honesty, and hard work. They have excelled athletically and risen above the troubling statistics that often define our community, embodying the essence of resilience and hope.

15.

To penalize them for a situation that was clearly a result of confusion, with no wrongdoing intended, would negate their efforts, sacrifices, and the positive message their victory sends to all our youth. It would serve as a disservice to the values of fairness and justice, punishing those who have worked tirelessly to uplift themselves and their community, transcending the constraints imposed by their environment to achieve greatness on and off the field. Not only does Coach Zachery's voice deserve to be heard, but so does the other fifty-three (53) players on Opelousas High School football team.

16.

This brings us to the week of December 18, 2023. An initial complaint, made by the championship game rival opponent, Cecilia High School, was said to be reported. In connection with this reporting, it sparked a one-sided investigation without formal notification to Petitioner, OHS, or its administration. Such investigation consisted of questioning multiple student athletes on a series of pop-up visits from LHSAA compliance officers/staff.

17.

First, on February 22, 2024, Petitioner was informed that a decision had been issued by LHSAA Executive Director Eddie Bonine via email. This decision placed the school member, OHS, on administrative probation for one calendar year ending on 12/08/2024. Further, the school was informed they would be forced to forfeit their 2023 regular and post season games including the state championship title. Also, OHS was informed that the state championship trophy shall be returned to the LHSAA office. In addition to the trophy, OHS was ordered to return all State championship guarantee monies sent to OHS and thus requiring OHS to reimburse those funds to LHSAA. All decisions were made pursuant to alleged violations of LHSAA Handbook rules 5.11.3 (1), 5.11.3 (4), and 5.11.3 (7).

18.

In addition to these penalties, OHS was fined \$400 for the student athlete who was deemed ineligible pursuant to LHSAA Handbook Rule 5.11.3 (3). Petitioner also suffered harsh and irreparable penalties without a formal opportunity to be heard and was placed on probation for one calendar year from the date of the violation ending on 12/08/2024. These penalties were handed down pursuant to LHSAA Handbook Rule 5.11.3 (6), and 5.12.2 (1). The minor student athlete in question for eligibility purposes, and the basis of this investigation will be deemed ineligible in the same sport for the same number of contests/playing dates that he participated as ineligible, which in this instance is fourteen (14) regular and post season contests. These penalties were handed down pursuant to LHSAA Handbook Rule 5.11.3 (5), and 5.11.4 (1).

19.

This decision provided no specific facts whatsoever or any details associated with how or why the LHSAA deemed the student athlete ineligible. There was no documentation provided, no opportunity to provide any mitigating information, or clarity before such harsh penalties were imposed. "Exhibit C"

20.

Following the initial violation reported by rival championship opponent Cecilia High School, there were at a minimum three occasions where LHSAA Staff visited OHS without notice. Coupled with no notice of their visit, there was no written documentation detailing the reasons for their appearance and the need to question multiple student-athletes. These visits gave eerie dispositions that an investigation was undertaken, yet Petitioner nor Principal of OHS were notified of such investigation.

21.

Months later, on or about February 22, 2024, Petitioner was blind-sided by a determination that was made absent any opportunity to respond prior to the decision being made that not only would OHS have to forfeit their season, but that his team would be stripped of their championship title, and other harsh penalties.

22.

The decisions made provide no specific details as to how Petitioner, OHS, or any student violated the cited rules outside the standard language of the general rule which lacks clarity on the specificity of which rule was not followed. Such actions and decisions leave Petitioner to contemplate which rule in connection with eligibility was not followed, and/or what specific regulation was violated, or whether any issue with records existed.
“Exhibit D”

23.

In short, the Executive Director’s decision rendered without notice, without a hearing, and without any due process, erases Petitioner’s coaching accomplishments and achievements to date and instantly casts a dark cloud over his reputation, character, legacy as a football player and coach. This decision also immediately affects Petitioner’s coaching status for the present and following year thus jeopardizing his immediate coaching career and coaching career as a whole (including future prospects). For instance, Petitioner will likely be stigmatized and received harmful criticism by any other LHSAA member school regarding employment and coaching positions.

24.

Furthermore, the decision and the way in which it was rendered, at the completion of the championship season at been widely celebrated and honored state-wide, is a unusually harsh and maximized ostracism to Petitioner's reputation in his community and in the community of football. Again, all of this without Petitioner even being informed of the allegations, being given a hearing, or being given any opportunity to address the decision before it was made by the LHSAA Executive Director.

25.

LHSAA issued its decision and placed Petitioner on probation for one calendar year based on rule violations which ultimately cast responsibility on the member school, OHS, for upholding and regulating eligibility requirements for student athletes. The Eligibility section in the LHSAA is twenty (20) pages, contains over twenty-six (26) sections, and each section has numerous sub-sections containing additional numbered list that apply to this category.

26.

The LHSAA rules provides no due process to coaches, yet the penalties rendered are harsh career changing punishments. In essence, decisions are made without an opportunity to be heard, penalties are handed down, and in this instance innocent student-athletes, coaches, and a member school is stripped of a championship title and winning season. Furthermore, LHSAA handbook does not address the contemplation on how informal complaints are investigated that does not originate from a formal principal complaint as in this case.

27.

The LHSSA handbook is absent in its literature of bylaws regarding and executive's directors' ability to investigate and eligibility issue regardless of the source and/or if he learns about it by happenstance. According to LHSAA, those would be investigations that did not originate form a formal principal complaint, as what is contemplated in Rule 5.2. This absence creates an arbitrary and capricious system on how investigations are conducted and how violations are gauged for penalty purposes.

28.

The LHSAA's failure to uphold a standard which appropriately addresses how the degree of severity of penalties member schools, coaches, and students are subjected to, and lack of due process available, gives the Petitioner an extant right of action regarding the LHSAA's due process violations. Petitioner has no choice but to move forward with the relief requested herein, as the harm to his reputation, and the schools' title is already in progress. Further noting that this title is OHS's first state championship football title win in the history of the school.

29.

For all these reasons, the LHSAA's decision was rendered in blatant violation Petitioner's constitutional right to due process under the United States and Louisiana constitutions.

30.

Petitioner has a contract of employment with St. Landry Parish School Board for the duration of the 2023-2024 football season and school year, which establishes a property interest to La. Const. Art. 1, §2 and U.S. Const. amend. XIV §1. Petitioner also has a property interest and liberty interest against public disparagement damaging to his standing in the community or a stigmatic injury when an employment interest is likely to impair future work-related opportunities. U.S. Const. amend. XIV §1. Louisiana Constitution article I §2. *Delta Bank & Tr. Co. v. Lassiter*, 383 So. 2d 330, 334 (La. 1980). *Brewer v. Purvis*, 816 F. Supp. 1560, 1575-76 (M.D. Ga. 1993), *aff'd*, 44 F. 3d 1008 (11 Cir. 1995).

31.

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. Const. amend. XIV §1. Similarly, Louisiana Constitution article I § 2 states that "[n]o person shall be deprived of life, liberty, or property, except by due process of law."

32.

The “initial requirement in any due process claim is that the claimant show the existence of some property of liberty interest which has been adversely affected by state action. “*Delta bank & Tr. Co. v. Lassiter*, 383 So. 2d 330, 334 (La. 1980). Petitioner’s property interest in this matter is created by a contract of employment. Furthermore, the Petitioner’s right to invoke procedural due process protections is also created when there has been public disparagement damaging his standing in the community or a stigmatic injury in an employment interest likely to impair future work-related opportunities. *Brewer v. Purvis*, 816 F. Supp. 1560, 1575-76 (M.D. Ga. 1993), aff’d, 44 F. 3d 1008 (11 Cir. 1995).

33.

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. Ass’n v. St. Augustine High Sch.*, 396 F. 2d 224, 227 (5th Cir. 1968). *Menard v. Louisiana High Sch. Athletic Ass’n*, 2009-0800 (La. App. 1 Cir. 12/23/09), 30 So. 3d 790, 794, writ denied, 2010-0169 (La. 4/5/10), 31 So. 3d 370.

34.

Applicable law clearly establishes that Petitioner has a property interest in his contract of employment and liberty interest when public disparagement and a negative stigma injures that employment interest, including future work-related opportunities.

35.

Petitioner’s reputation has clearly been damaged and there is no doubt his name has already been cast in a negative light related to the arbitrary and capricious decisions made by LHSAA Executive Director. Petitioner is now tarnished by mainstream media’s

depiction of OHS forfeiting state football championship and statements of Petitioner being suspended instead of being on probation. Petitioner had just been proclaimed to be the Louisiana Coach of the year after leading OHS to their first championship in program history.

36.

To be clear, Petitioner has been defamed by the LHSAA. While little to no detail was provided to Petitioner regarding the allegations and no due process afforded to him at all, he has not violated any LHSAA rules. Despite same, a false statement to the contrary suggesting Petitioner played ineligible players under multiple violations has been issued and disseminated by the LHSAA.

37.

Accordingly, Petitioner has not only the right to invoke his right to procedural due process by way of his property interest created by a contract of employment but also by the deprivation of liberty created by the arbitrary and capricious findings of the LHSAA Executive Director which have immediately lead to public disparagement and negative stigma injuring Petitioner's employment interest and future work-related opportunities.

38.

The LHSAA Executive Director's decision will effectively stain Petitioner's high school coaching career, removing his 2023 season wins and state championship from his high school coaching resume. It also effectively blemishes his future coaching endeavors or potential job candidacy moving forward. There is no doubt such will have a huge impact on future earnings for the upcoming years and future coaching prospects in years to come. LHSAA's decision devalues the legacy of Petitioner, a legacy that has taken a lifetime to build, all without any notice or meaningful opportunity to be heard to challenge the same.

39.

For all these reasons, Petitioner seeks the issuance of a temporary restraining order, preliminary injunction, and permanent injunction against the defendants, maintaining the status quo for Petitioner and the OHS football team, and preventing

defendants from probating, terminating, or otherwise interfering with Petitioner and his team's participation in high school athletics, unless and until Petitioner is provided with an opportunity to be heard by this Court in accordance with his constitutional right to due process. Petitioner also seeks, as part of said order, this Court prevents the LHSAA from altering any records maintained by them affecting the Petitioner's career as a coach at OHS, including wins, losses, championships, and the likes.

40.

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 constitutes 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. Ct. App. 3d 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 do due process, as "No person shall be deprived of life, liberty, or property except by due process of law." La. Const. Ann. Art. I, §22.

41.

During "the pendency of an action for an injunction the court may issue a temporary restraining order, a preliminary injunction, or both." La. Code Civ. Proc. Art. 3601. A temporary restraining order will serve as a "a temporary restraint 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 1069, 1102.

42.

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. Code Civ. Proc. 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 Batture 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.*

43.

Petitioner 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, Petitioner’s case clearly involves deprivation of a constitutional right, namely his constitutional right to due process. As such, Petitioner is not required to make a showing of irreparable injury. Notwithstanding, Petitioner will indeed suffer immediate irreparable injury if the decision 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. 4/23/97), 693 So. 2d 835, 842.

44.

Petitioner has dedicated his time with this specific team and school. Moreover, he has been with the very dedicated group of players for four (4) years, some of whom are entering their senior year and ending their high school athletics career with a diminished feeling of defeat. The decision made has adversely affected a team of players who have been left with no ability to safeguard the devotion they individually possess to this sport, their team, and this season. There is no doubt the LHSAA Executive Director’s arbitrary and capricious decision against the Petitioner will result in immediate and irreparable injury.

45.

Further, given the decisions immediate harm to Petitioner and his career, -stripping him of his 2023 season wins, a state championship, and placing him on probation-

Petitioner will suffer irreparable harm and will have no remedy available to him if a temporary restraining order is not issued by this Court.

46.

Petitioner has also alleged a constitutional violation that gives him an independent basis for injunction. Specifically, the LHSAA is depriving and/or restricting Petitioner of his ability to coach without reservation, stigma, and anxiety regarding his current probation status and potential suspension which is a property interest Petitioner is entitled to as established by his contract with OHS, without notice or opportunity to be heard. Accordingly, the LHSAA violated Petitioner's right to procedural due process, and thus this court should issue injunctive relief. Further, the immediate irreparable injury that Petitioner 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 Petitioner would suffer immediate irreparable harm if this Court does not intervene, Petitioner is entitled to the issuance of a temporary restraining order. *Dauphine* at 1102.

47.

In accordance with La. Code Civ. Proc. Art. 3603, notice was given to opposing parties through counsel prior to filing.

48.

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

49.

In the instant matter, Petitioner's right to due process was clearly violated when LHSAA ordered his immediate probation status for this year up and until 12/08/2024, ordered Petitioner's 2023 season wins and losses and state championship title to be forfeited, ruled the member school be placed on administrative probation for one calendar year, the state championship trophy be returned to the LHSAA office, state championship monies be forfeited/reimbursed to LHSAA, without giving Petitioner

notice or a meaningful opportunity to be heard prior to the decision being made. Indeed, LHSAA's decision was rendered without notice, without a hearing, in complete disregard of Petitioner's constitutional right to due process.

50.

Not only was Petitioner not given any notice or opportunity to be heard prior to the LHSAA's decision, the LHSAA Rules and Guidelines provide no opportunity for Petitioner to challenge LHSAA decision once they are made. LHSAA Rule 1.2.1 allows for the member school, OHS, to appeal rulings made against them; however, no such rule exists permitting Coaches to appeal or appear at any appeal hearing by the LHSAA or be heard through an appeal or arbitration process. A copy of LHSAA Rule 1.2.1 is attached hereto. "Exhibit E".

51.

Furthermore, LHSAA's Rule 1.2.1 addresses third party arbitration that again only applies to the school's opportunity to arbitrate, not coaches, and refers to the compliance procedure set forth in LHSAA's Rule 4.4.7 which then explicitly refutes the opportunity to arbitrate if, "Any decision or issue involving the Executive or Hardship Committee's decision as to a penalty for a school playing an ineligible student is not referable to the third party arbitrator." "Exhibit F"

52.

Undoubtably, and more disturbing is the existence of LHSAA Rule 5.7.1 providing attorney's fees and costs for the LHSAA in the event a Coach is a party to a suit against the LHSAA. Again, Coaches are not even a party to the contract with the LHSAA and are afforded no due process in LHSAA rules, yet, the LHSAA specifically provides that should a Coach institute litigation (presumably to assert his due process rights", the coach will be responsible for the LHSAA's attorney's fees and costs. A copy of LHSAA Rule 5.7.1 is attached hereto and marked Exhibit "G".

53.

The LHSAA's actions in failing to provide and/or comply with coaches' rights of due process while simultaneously threatening coaches with financial penalties in

order to silence them in unconscionable, illegal, and in blatant violation of the United States and Louisiana constitutions. Such action is consistent LHSAA's guidelines that will punish coaches under violations and render penalties for rules that imply that the member school is responsible for abiding, following, and enforcing via the administrative process.

54.

Petitioner, having suffered a violation of his constitutional right to due process, is entitled to the issuance of a temporary restraining order, preliminary injunction, and ultimately a permanent injunction against the defendants, maintaining the status quo for Petitioner and OHS boys' football team, and preventing defendants from maintaining a probation status, terminating, or otherwise interfering with Petitioner and his team's participation in high school athletics, unless and until Petitioner is provided with an opportunity to be heard by this Court in accordance with his constitutional right to due process. As a part of the same, the LHSAA should also be prevented from altering records maintained by them affecting Petitioner's career as a coach at OHS, including wins, losses, championships and the like.

55.

Accordingly, defendants should be ordered, in due course, to appear and show cause why the temporary restraining order issued herein should not be continued in the form of a preliminary and ultimately permanent injunction.

56.

Petitioner has demonstrated a likelihood of success on the merits in part due to the overwhelming evidence in support of Petitioner's claims. Moreover, the decision was made in absence of LHSAA's own rules and guidelines that support and address Petitioner's ability to be given an adequate and meaningful opportunity to ever be heard regarding allegations that were not properly supported if this Court does not intervene.

57.

The irreparable harm Petitioner 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, **JIMMY L. ZACHERY**, prays that:

1. The defendants be cited and served with a copy of this Petition and ordered to answer the same within the delays provided by law and after the lapse of all legal delays that there be a judgment, herein in favor of the Petitioner and against the Defendants, ordering the relief sought herein with all costs of these proceedings cast against the Defendants, including attorney fees.
2. A temporary restraining order be immediately issued in accordance with La. Code Civ. Proc. Art. 3603 and that defendants be ordered to appear before this Honorable Court and show cause why the temporary restraining order requested herein should not be continued in the form of a preliminary and ultimately permanent injunction; and
3. For any and all other relief deemed necessary or equitable under the circumstances.

Respectfully submitted,

DORAN & CAWTHORNE, P.L.L.C.



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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing pleading has been served upon all counsel of record via e-mail and/or by placing it in U.S. mail, postage prepaid, on this 29th day of March 2024.



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MEMORANDUM IN SUPPORT OF PRELIMINARY INJUNCTION

COMES NOW, Petitioner, **JIMMY L. ZACHERY** (hereinafter "Zachery"), Request for a **Temporary Restraining Order and Injunctive Relief** provides the following Memorandum in Support of the issuance of a preliminary injunction against the Louisiana High School Athletic Association (LHSAA). to prevent the continued enforcement of unwarranted and harsh penalties against him, including one year of probation and the unjust stripping of a state championship title. The LHSAA's actions, lacking proper notification, due process, and a substantiated investigation, have caused irreparable harm to the Petitioner's reputation, career, and psychological well-being.

Factual Background

This case arises out of penalties imposed by the LHSAA against Coach Zachery without fair notice as to the alleged violations, any specificity of alleged facts, and in deprivation of due process rights to confront evidence and adverse witnesses. The LHSAA has denied Zachery the opportunity to adequately address and defeat false allegations before the stigma of the severe penalties attached. The LHSAA governs prep sports in Louisiana for both private and public schools. Zachery is employed by Opelousas High School, a member of the LHSAA, and at all times endeavors to comply with the LHSAA rules.

The LHSAA investigated the Opelousas High School Football program after the championship game's rival opponent, Cecilia High School, made a complaint. As a result of said investigation, and without initially identifying sources and substance of allegations or affording Coach Zachery the right to the hearing required by the LHSAA (in violation of Rule 2.1.3 of the Association's handbook), severe penalties were imposed upon Opelousas High School and Coach Zachery. These harsh and irreparable penalties suffered by Zachery included probation for one calendar year from the date of the violation ending on 12/08/2024 and the stripping of a championship title and winning season. These penalties were handed down pursuant to LHSAA Handbook Rule 5.11.3 (6), and 5.12.2 (1). Furthermore, Opelousas High School was ordered to return the state championship trophy for which the student football players had worked so hard. Coach Zachery has already suffered irreparable harm and will continue to suffer irreparable harm due to LHSAA's arbitrary

decision to impose these severe penalties without a proper hearing.

Law and Analysis .

A preliminary injunction is an "interlocutory procedural device designed to preserve the existing status quo between the parties, pending trial on the main demand." *Desire Narcotics Rehab. Inc. v. State Dep't of Health & Hosps.*, 2007-0390, p. 4 (La. App. 4 Cir. 10/17/07), 970 So.2d 17, 20). To grant an injunction, the moving party must show the threat of irreparable loss or injury and that it is without an adequate remedy at law. La. Code Civ. Pro. art. 3601; and see *Concerned Citizens for Proper Planning, LLC, v. Parish of Tangipahoa*, 2004-0270 (La. App. 1 Cir. 3/24/05), 906 So.2d 660, 664. A prohibitory injunction, which preserves a status quo until a full trial on the merits, requires only a prima facie showing by the party seeking the injunction. *Denta-Max v. Maxicare La., Inc.*, 1995-2128, p. 3 (La. App. 4 Cir. 3/14/96), 671 So.2d 995, 997. A trial judge at a preliminary hearing has great discretion to grant or deny the relief requested. *C.NAPCO, INC. v. The City of New Orleans*, 06-0603, p. 6 (La. App. 4 Cir. 3/7/07), 955 So. 2d 155.

Here, Opelousas High School entered into a contract with the LHSAA to comply with its rules and regulations with the expectation that the Association would do so as well. The process instituted by LHSAA, if one can call it that, rejects any semblance of due process in the discharge its duties under its own Handbook in good faith and fair dealing.

The first prong of a claim for a procedural due process violation is that an individual is deprived of their property interest or liberty interest. The "Fourteenth Amendment's procedural protection of property is a safeguard of the security of interests that a person has already acquired in specific benefits," and "[t]hese interests-property interests-may take many forms." *Bd. of Regents of State Colleges v. Roth*, 408 U.S. 564,576 (1972). In order to "have a property interest in a benefit, a person clearly must have more than an abstract need or desire for it." *Id.* at 577. The person must "have a legitimate claim of entitlement to it." *Id.* Further, "[i]t is a purpose of the constitutional right to a hearing to provide an opportunity for a person to vindicate those claims." *Id.* Property interests arise from sources independent from the constitution, such as "state law." *Id.*

Louisiana law governs what a property interest is in the employment relationship context. In Louisiana, "[a]bsent a specific contract or agreement establishing a fixed term of employment, an employer is at liberty to dismiss an employee at any time for any reason without incurring liability for the discharge." *Williams v. Delta Haven, Inc.*, 416 So. 2d 637, 638 (La. App. 2d Cir. 1982). However, some employment relationships constitute a property interest which "fall[s] within the purview of the due process clauses found in the United States and Louisiana Constitutions." *Tolliver v. Concordia Watenvorks Dist. No. 1*, 98-00449, p. 4 (La. App. 3d Cir. 2/10/99), 735 So. 2d 680, 682, writ denied, 99-1400 (La.

7/2/99), 747 So. 2d 23.

Specifically, "[s]uch an interest exists 'only where the employee has an express or implied right to continued employment.'" *Id.* at 683 (citing *White v. Mississippi State Oil and Gas Board*, 650 F.2d 540, 541 (5th Cir. 1981)). Further, "this property interest entitles the employee to due process of the law and typically requires that they are afforded a pre-termination hearing." *Id.* Thus, it is clear that a contract of employment creates a property interest which warrants procedural due process protections.

Zachery has a contract of employment with St. Landry Parish School Board for the duration of the 2023-2024 football season and school year, which establishes a property interest to La. Const. Art. 1, §2 and U.S. Const. amend. XIV §1. Zachery also has a property interest and liberty interest against public disparagement damaging to his standing in the community or a stigmatic injury when an employment interest is likely to impair future work-related opportunities. U.S. Const. amend. XIV §1. Louisiana Constitution article I §2. *Delta Bank & Tr. Co. v. Lassiter*, 383 So. 2d 330, 334 (La. 1980). *Brewer v. Purvis*, 816 F. Supp. 1560, 1575-76 (M.D. Ga. 1993), *aff'd*, 44 F. 3d 1008 (11 Cir. 1995).

The promise to Zachery that he could coach during the 2024-2025 season is an "express right to continued employment." Thus, the Plaintiff clearly has a "legitimate claim of entitlement" to coach the 2024-2025 season, and thus he has a property right that entitles him to the protections of procedural due process.

The second prong required for a procedural due process violation claim is that "State action" deprives an individual of their property or liberty interest. Clearly, a State entity need not be the actor for behavior to constitute state action. The United States Supreme Court has found that a "deed of an ostensibly private organization or individual is to be treated sometimes as if a State had caused it to be performed." *Brentwood Acad. v. Tennessee Secondary Sch. Athletic Ass'n*, 531 U.S. 288, 295, 121 S. Ct. 924, 930, 148 L. Ed. 2d 807 (2001). Specifically, the United States Supreme Court found associations similar to the LHSAA to engage in "state action" when "there is such a 'close nexus between the State and the challenged action' that seemingly private behavior 'may be fairly treated as that of the State itself.'" *Id.* (citing *Jackson v. Metropolitan Edison Co.*, 419 U.S. 345, 351 (1974)).

Furthermore, 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. Ass'n v. St. Augustine High Sch.*, 396 F. 2d 224, 227 (5th Cir. 1968). *Menard v. Louisiana High School. Athletic Ass'n*, 2009-0800 (La. App. 1 Cir. 12/23/09), 30 So. 3d 790, 794, writ denied, 2010-0169 (La. 4/5/10), 31 So. 3d 370. Here, LHSAA is a state actor for

the same reasons why the Tennessee Athletic Association was held to be a state actor. The Louisiana High School Athletic Association (LHSAA) is structured similarly to the Tennessee Athletic Association, with its governance predominantly composed of school principals. These principals are elected by their peers or appointed by existing members and hold significant roles within the LHSAA, being responsible for all athletic affairs and serving as the main contacts for their schools.

Petitioner seeks the issuance of a temporary restraining order, preliminary injunction, and permanent injunction against the defendants, maintaining the status quo for Petitioner and the OHS football team and preventing defendants from probating, terminating, or otherwise interfering with Petitioner and his team's participation in high school athletics, unless and until Petitioner is provided with an opportunity to be heard by this Court in accordance with his constitutional right to due process. Petitioner also seeks, as part of said order, this Court prevents the LHSAA from altering any records maintained by them affecting the Petitioner's career as a coach at OHS, including wins, losses, championships, and the like.

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 constitutes 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. Ct. App. 3d 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. Ann. Art. I, §22.

During "the pendency of an action for an injunction the court may issue a temporary restraining order, a preliminary injunction, or both." La. Code Civ. Proc. Art. 3601. A temporary restraining order will serve as a "a temporary restraint 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 1069, 1102.

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. Code Civ. Proc. 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 Batture 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.*

Petitioner 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, Petitioner's case clearly involves deprivation of a constitutional right, namely his constitutional right to due process. As such, Petitioner is not required to make a showing of irreparable injury. Notwithstanding, Petitioner will indeed suffer immediate irreparable injury if the decision 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. 4/23/97), 693 So. 2d 835, 842.

Petitioner has dedicated his time with this specific team and school. Moreover, he has been with the very dedicated group of players for four (4) years, some of whom are entering their senior year and ending their high school athletics career with a diminished feeling of defeat. The decision made has adversely affected a team of players who have been left with no ability to safeguard the devotion they individually possess to this sport, their team, and this season. There is no doubt the LHSAA Executive Director's arbitrary and capricious decision against the Petitioner will result in immediate and irreparable injury.

In addition, considering the severity of the decisions made, as they directly harm the Petitioner and his career, which includes taking away his 2023 season wins, a state championship, and placing him on probation, the Petitioner will suffer irreparable damage. If this Court does not issue a temporary restraining order, there will be no available remedy for the Petitioner.

Petitioner has also alleged a constitutional violation that gives him an independent basis for injunction. Specifically, the LHSAA is depriving and/or restricting Petitioner of his ability to coach without reservation, stigma, and anxiety regarding his current probation status and potential suspension which is a property interest Petitioner is entitled to as established by his contract with OHS, without notice or opportunity to be heard.

Accordingly, the LHSAA violated Petitioner's right to procedural due process, and thus this court should issue injunctive relief. Further, the immediate irreparable injury that Petitioner 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 Petitioner would suffer immediate irreparable harm if this Court does not intervene, Petitioner is entitled to the issuance of a temporary restraining order. *Dauphine* at 1102.

In the instant matter, Petitioner's right to due process was clearly violated when LHSAA ordered his

immediate probation status for this year up and until 12/08/2024, ordered Petitioners 2023 season wins and losses and state championship title to be forfeited, ruled the member school be placed on administrative probation for one calendar year, the state championship trophy be returned to the to the LHSAA office, state championship monies be forfeited/reimbursed to LHSAA, without giving Petitioner notice or a meaningful opportunity to be heard prior to the decision being made. Indeed, LHSAA's decision was rendered without notice, without a hearing, in complete disregard of Petitioner's constitutional right to due process.

Not only was Petitioner not given any notice or opportunity to be heard prior to the LHSAA's decision, the LHSAA Rules and Guidelines provide no opportunity for Petitioner to challenge LHSAA decision once they are made. LHSAA Rule 1.2.1 allows for the member school, OHS, to appeal rulings made against them; however, no such rule exists permitting Coaches to appeal or appear at any appeal hearing by the LHSAA or be heard through an appeal or arbitration process.

Furthermore, LHSAA's Rule 1.2.1 addresses third party arbitration that again only applies to the school's opportunity to arbitrate, not coaches, and refers to the compliance procedure set forth in LHSAA's Rule 4.4.7 which then explicitly refutes the opportunity to arbitrate if, "Any decision or issue involving the Executive or Hardship Committee's decision as to a penalty for a school playing an ineligible student is not referable to the third party arbitrator.

The LHSAA's actions in failing to provide and/or comply with coaches' rights of due process while simultaneously threatening coaches with financial penalties in order to silence them in unconscionable, illegal, and in blatant violation of the United States and Louisiana constitutions. Such action is consistent LHSAA's guidelines that will punish coaches under violations and render penalties for rules that imply that the member school is responsible for abiding, following, and enforcing via the administrative process.

Petitioner, having suffered a violation of his constitutional right to due process, is entitled to the issuance of a temporary restraining order, preliminary injunction, and ultimately a permanent injunction against the defendants, maintaining the status quo for Petitioner and OHS boys' football team, and preventing defendants from maintaining a probation status, terminating, or otherwise interfering with Petitioner and his team's participation in high school athletics, unless and until Petitioner is provided with an opportunity to be heard by this Court in accordance with his constitutional right to due process. As a part of the same, the LHSAA should also be prevented from altering records maintained by them affecting Petitioner's career as a coach at OHS, including wins, losses, championships and the like.

Accordingly, defendants should be ordered, in due course, to appear and show cause why the temporary restraining order issued herein should not be continued in the form of a preliminary and ultimately permanent injunction.

Petitioner has demonstrated a likelihood of success on the merits in part due to the overwhelming evidence in support of Petitioner's claims. Moreover, the decision was made in absence of LHSAA's own rules and guidelines that support and address Petitioner's ability to be given an adequate and meaningful opportunity to ever be heard regarding allegations that were not properly supported if this Court does not intervene.

For the reasons set forth above, the Petitioner respectfully requests that this Court grant the preliminary injunction, preventing the LHSAA from enforcing the probation and title-stripping penalties against him, pending the resolution of this case. We ask that an adversary hearing be set in due course for a full trial on the merits in order for the injunction to be made permanent. At that time, witnesses can be subpoenaed, appear live, and give testimony. Accusers will be subject to cross-examination, issues of credibility can be fully vetted, and a full, final, and just result will be obtained.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing pleading has been served upon all counsel of record via e-mail and/or by placing it in U.S. mail, postage prepaid, on this 29th day of March 2024.



Pride J. Doran #25035
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Raven C. Boxie, #38606
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Raven@doranlawfirm.com
Mickey@doranlawfirm.com

Attorneys for Jimmy L. Zackery

JIMMY L. ZACHERY

* 27TH JUDICIAL DISTRICT COURT

VS.

* DOCKET NO.: _____

LOUISIANA HIGH SCHOOL
ATHLETIC ASSOCIATION AND
ST. LANDRY PARISH SCHOOL
BOARD

* PARISH OF ST. LANDRY

* STATE OF LOUISIANA

FILED: _____

* DEPUTY CLERK OF COURT: _____

.....
**INTERROGATORIES TO LOUISIANA HIGH SCHOOL ATHLETIC
ASSOCIATION**

TO: Louisiana High School Athletic Association

Through its attorney of record:

Mark Boyer, Esq.
BOYER, HEBERT, & ANGELLE, LLC
1280 Del Este Avenue
Denham Springs, LA 70726
mboyer@bhcalaw.com

NOW INTO COURT, through undersigned counsel, comes Plaintiff, Jimmy L. Zachery, who propounds the following Interrogatories to Defendant, Louisiana High School Athletic Association (LHSAA): PLEASE TAKE NOTICE that you are hereby notified and required to answer, separately and fully, in writing and under oath, the following Interrogatories and to serve your answers thereto on Plaintiff, JIMMY L. ZACHERY, through his attorney of record, Pride J. Doran at 529 E. Landry Street (Post Office Box 2119), Opelousas, Louisiana 70570, within the time limits set forth by Louisiana Code of Civil Procedure.

A. In the following requests:

"You" and "Your" means the LHSAA and all representatives or other persons acting on your behalf.

"Document" means any written, recorded or graphic matter however produced or reproduced, but not be limited to, all writings of any kind, including the originals and all non-identical copies, whether different from the originals by reason of any notation made on such copies or otherwise including without limitation, all written, printed, typed, recorded, or graphic matter of every kind and description, and all attachments and appendices thereto, whether now or formerly in your or your agent's actual or constructive possession, custody, or control. Without limiting the foregoing, the term "documents" shall include all agreements, affidavits, letters, counter-letters, contracts, settlement agreements, agreements of compromise, offers of settlement, minutes of meetings, correspondence, accounting ledgers, financial statements, accounting statements, accounting records, memoranda notes, working papers, diaries, diary entries, telegrams, telexes, interoffice and intra-office communications, messages, notes, notations of any sorts of conversations or meetings, reports, charts, statements, summaries, calendars, calendar entries, appointment book, tape recordings, photographs, computer tapes or discs, computer printouts, logs, and all drafts, alterations, modifications, changes, amendments of an of the foregoing, and any other documents contemplated by the Louisiana Code of Civil Procedure; however designated by you. If additional copies of documents have been made, and if such copies are not identical (or are no longer identical by reason of a subsequent

addition of notations or other modifications), each non-identical copy is to be construed a separate document.

"Identity" or "identification" when used with respect to an individual means to state his/her full name, his/her present or last known employment, and his/her present or last known address and telephone number.

"Identity" or "identification" when used with reference to a document means to state the type of document (e.g. lease, memorandum, contract, email, telegram, chart, etc.) some means of identifying its location and custodian, the date thereon, if any, and the identity of the party or parties whose name or names appear thereon, or in lieu thereof, you may attach to your answers a copy of each such document.

The "Investigation" refers to the LHSAA investigation which resulted in the Notice of Rule Violation and Assessment of Penalty issued by the LHSAA and signed by Executive Director Mr. Eddie Bonine on February 22, 2024.

The term "act" shall mean any act, occurrence, occasion, meeting, transaction, or conduct.

"Describe" or "specify" shall mean to:

- a. Describe fully and in detail by reference to underlying facts rather than reference to ultimate facts or conclusions of fact or law
- b. Particularize as to time, place, and participants; and
- c. Set forth all relevant facts necessary to a complete understanding of the act, process, event, or thing in question.

Words herein of any gender shall be deemed to include all other genders and the singular be deemed to encompass the plural.

The term "and" means both the conjunctive "and" and the disjunctive "or" and the words "and/or".

INSTRUCTIONS

- A. These Interrogatories/Requests shall be deemed continuing in nature as set forth under Article 1428 of the Louisiana Code of Civil Procedure.
- B. In your responses to these Interrogatories/Requests, please repeat each request set forth herein and then set forth the response thereto separately and fully, identifying which documents are being produced in response to each request. As to any request to which you refuse to respond in whole or in part, for any reason, please state each ground for your refusal to respond, and if such refusal is made on the grounds that it requests information that falls or may fall within the attorney-client privilege or is protected by the work-product doctrine or any other privilege or doctrine, provide the following information as to each such objection:
 - a. The nature of the privilege or doctrine you claim is applicable and the reason you invoke it
 - b. The identity, general description, author, and date of the document; and
 - c. The identity of each and every person known to you to have seen the document.

Where you believe that a complete response to a particular request or part thereof is not possible, please respond to each request or part thereof to the extent possible and furnish a statement explaining the reason for your inability to respond further.

INTERROGATORY NO. 1:

Identify the full name, addresses, phone numbers, and the current employer of any individuals who were in any way involved, directly or indirectly, in the investigation of Opelousas High School and/or Coach Jimmy L. Zachery. For each, provide a summary of the nature of their involvement, assignment(s), and work scope.

INTERROGATORY NO. 2:

Identify all individuals from whom information was received, orally or in writing, and for each further identify whether they submitted correspondence in any form (letter, email, text), pertaining to any allegation, act or omission of Opelousas High School and/or Coach Jimmy L. Zachery relevant to the investigation.

INTERROGATORY NO. 3:

Identify all individuals interviewed, and for each, please state:

- a) The name of the person from whom the statement was taken or with whom the interview was conducted.
- b) The name and address of the person who took the statement or who conducted the interview.
- c) The name and address of the person having custody of such statement or notes of the interview.
- d) The names of any other individuals who were present during the interview.
- e) The date of the statement or interview
- f) The means in which the interview took place (i.e. in person, via telephone, or other remote means); and
- g) Whether a recording, report, and/or summary of the interview was made.

INTERROGATORY NO. 4:

Identify the activity or conduct which you contend violated any provision of the LHSAA Handbook, specify the Handbook citation you contend was violated and all facts which you contend constitute violation of each provision.

INTERROGATORY NO. 5:

Please state the names and addresses of each person known or reasonably felt by you to be a witness at the Temporary Restraining Order/Preliminary Injunction trial, whether expert or non-expert.

INTERROGATORY NO. 6:

Please state the names and addresses of each person known or reasonably felt by you to be in possession of or having control of any documents, writings, photos, or videos relevant to the circumstances of the incident.

INTERROGATORY NO. 7:

Please state the names and addresses of each person known to visit Opelousas High School after the state championship title game as a representative of LHSAA, the purpose of their visit, whom they spoke with, and what information was collected and/or disclosed on these visits.

INTERROGATORY NO. 8:

Please state the names and addresses of each person known to approve the individual folders or electronic files for each student-athlete for which Opelousas High School is responsible for pursuant to LHSAA's Rule 1.5.2 of the Eligibility Section in its Handbook regarding the 2023 Opelousas High School football roster for 2023.

- a. On what date were these folders reviewed and by whom?
- b. Please state the name of every football student-athlete folder that was reviewed.

INTERROGATORY NO. 9:

Please explain or identify how the rules/guidelines provided in the LHSAA Handbook are derived, what members participate in the creations of these rules/guidelines, and how are they enforced against the member schools.

INTERROGATORY NO. 10:

Please state the names and addresses of every person known to have participated in the appeal hearing on or about March 13, 2024, involving Opelousas High School and/or Coach Jimmy L. Zachery.

- a.) What were their roles and responsibilities for this hearing?
- b.) Identify what information was given, stated, or disclosed by each individual.
- c.) Identify if they participated in the decision-making process prior to the appeal hearing on or about March 13, 2024.

INTERROGATORY NO. 11:

Please list each and every writing, document, exhibit or tangible evidence of any sort that you intend to offer in evidence at the trial of this matter and provide a copy or detailed description of each such item.

INTERROGATORY NUMBER 12:

Does the Defendant have within its possession or control, any knowledge of any photographs, still or motion pictures, relevant to this investigation? If the answer is in the affirmative, state who has the present possession of such photographs or pictures?

INTERROGATORY NUMBER 13:

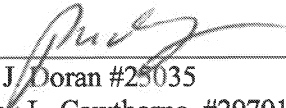
Has the defendant conducted surveillance on Plaintiff at any time following the investigation? If so, who performed the surveillance, what dates was the surveillance conducted, and what were the findings related to the surveillance?

INTERROGATORY NUMBER 14:

Please state the names and addresses of all persons known from Cecilia High School who was stated to have made the reported violation as contained in the Notice of Rule Violation and Assessment of Penalty form signed by Executive Director Eddie Bonine on or about February 22, 2024.

Respectfully submitted,

DORAN & CAWTHORNE, P.L.L.C.


Pride J. Doran #25035
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Mickey@doranlawfirm.com

Attorneys for Jimmy L. Zachery

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the above and foregoing pleading has been served upon all counsel of record via e-mail and/or by placing the same in U.S. mail, postage prepaid on this 29th day of March, 2024.


PRIDE J. DORAN

Natalie Wyle

Deputy Clerk of Court

E-File Received Mar 29, 2024 11:54 AM

ST. LANDRY PARISH SCHOOL BOARD
1013 E. Creswell Lane - P.O. Box 310
Opelousas, Louisiana 70571-0310

CONTRACT FOR CERTIFICATED PERSONNEL
Executed Pursuant to R.S. 17:413

The following contract is entered into between the St. Landry Parish School Board and

Employee Name:	ZACHERY, JIMMY L	Social Security No.:	433-51-1360
Address:	109 ARUBA LANE SUNSET, LA 70584	School Year:	2022 - 2023
Assignment:	HIGH SCHOOL TEACHER	Effective Date of Appointment:	8/03/2022
School:	OPELOUSAS SR HIGH	Months/Employment:	09
Telephone No:	(318) 497-0162	Certificate:	L1 564440
		Current Degree Held:	Master's Degree
REMARKS:			

The above named teacher, being qualified under the rules and regulations of the Louisiana Board of Elementary and Secondary Education is hereby appointed to the position shown and at the annual salary rate in accordance with the St. Landry Parish School Board's current salary schedule.

As provided by Louisiana Law, the Board, through its Superintendent has the right to discharge any non-tenured teacher after providing written reasons therefore, and providing the teacher an opportunity to respond.

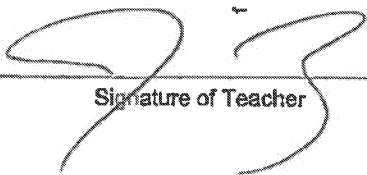
The Board through its Superintendent may remove a tenured teacher in accordance with the provisions of La R.S. 17:443.

The teacher will faithfully and efficiently perform the duties incumbent upon him/her and will observe and abide by the laws of the State of Louisiana, and rules and regulations of the Louisiana Board of Elementary and Secondary Education, Louisiana Board of Education, the St. Landry Parish School Board, the Superintendent of Schools, and the Principal of the school, provided such rules and regulations are within the province of these authorities. The said School Board agrees to encourage said teacher in the proper performance of the duties to be rendered and in the professional growth of said teacher.

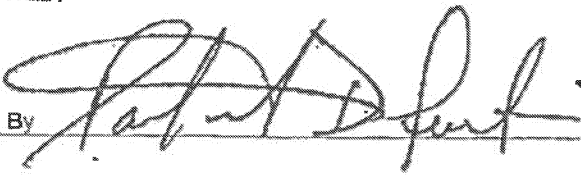
While it is felt that this is a permanent assignment, it must be understood by the teacher that for some unforeseen reason, a school assignment could be changed either prior to the opening of school or during the school session. It is also understood that this contract will be considered valid only after it has been approved by the School Board.

It is understood and agreed that this contract will be binding on the St. Landry Parish School Board only if the teacher holds a qualifying teacher certificate in the State of Louisiana.

THUS DONE AND SIGNED IN ST. LANDRY PARISH ON THE DATE INDICATED.

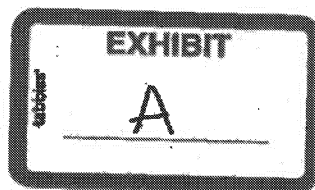


Signature of Teacher

Date
By 
Patrick D Jenkins, Superintendent

Original - Personnel File

Copy - Principal



Copy - Teacher

JIMMY ZACHERY JR.

HEAD FOOTBALL COACH

CONTACT

☎ 318-243-7328

✉ jimmyzacheryjr@gmail.com

📍 109 Aruba Lane, Sunset, La 70584

EXPERTISE

Developing dominant teams

Establishing professional relationships

Governing student eligibility and compliance requirements

Managing sports budget

EDUCATION

Alternative Teaching Certification

iteachLouisiana

2015

Master of Science, Sports Administration

Grambling State University

2008

Bachelor of Science, Leisure Studies

Grambling State University

2006

ACHIEVEMENTS

- 2022 Coach of the Year
- Top 5 Defense State Rankings
- State Championship Title
- 7 District Championship Titles
- 6 Quarter Final Appearances
- Honorable Service Award

PROFILE

A highly effective and charismatic leader with diverse public service experience, a history of developing programs that positively impact institutions and the communities they serve, an enthusiasm for winning in the face of adversity and receptive to the evolutionary opportunities to learn and advance in the profession of coaching and serving.

WORK EXPERIENCE

Head Football Coach & Athletic Director

Opelousas High School, Opelousas, LA

2020-Present

- Devising and implementing comprehensive plans for the athletic department and football program.
- Reestablishing and establishing positive working relationships between the school and community stakeholders including local businesses and community leaders.
- Securing resources essential for the overall functioning of the football program.
- Eliminating the financial deficit of the football program in the form of properly managing former business accounts, negotiating new terms of business, fundraising, setting accounts current and adequate recordkeeping.
- Coordinating monthly staff meetings with athletic coaches to improve clarity, communication and comradery within the department.
- Partnering with feeder schools and community event organizers to encourage and instill school spirit and parish pride as well as provide community service opportunities for student athletes.
- Initiating and creating scholarship recruitment opportunities with college coaches on behalf of student athletes.
- Accomplished the first 9-1 season record in the schools history
- Overall record 15-8

Defensive Coordinator & HPE Teacher

East Ascension High School, Gonzales, LA

2017-2020

- Contributed to the improvement of the previous overall record of 3-6 to 9-2.
- Defense ranked number 5 among Louisiana 5A.
- District Champions.
- Served in the capacity of strength and conditioning coach.
- Co-coordinated first annual youth football camp.
- Consecutive playoff appearances.
- Monitored skill development of student athletes.
- Communicated with parents as needed and administration regularly.
- Prepared, submitted and carried out lesson plans and activities.

EXHIBIT

B

JIMMY ZACHERY JR.

HEAD FOOTBALL COACH

CONTACT

☎ 318-243-7328

✉ jimmyzacheryjr@gmail.com

📍 109 Aruba Lane, Sunset, La 70584

SKILLS

- Scheduling and planning athletic games, schedules and events
- Film analysis and summarizing
- Fundraising
- Extensive Huddle experience
- Preparing scout reports
- Management
- Inventory & Facility Maintenance

CERTIFICATIONS

LA Teaching Certificate
Level 3 640302
K-12 Health and Physical Education
4/13/2022-4/12/2027

First Aid, CPR and AED Instructor

REFERENCES

Joe Spatafora

☎ 318-243-1926

✉ spataforaj@unionpsb.org

Darnell Lee

☎ 225-210-6547

✉ darnell.lee@apsb.org

Ricky Julien

☎ 337-693-1607

✉ Ricky_julien@hotmail.com

WORK EXPERIENCE

Defensive Line Coach & HPE Teacher

Bastrop High School, Bastrop, LA

2016-2017

- Developed and implemented defensive strategies.
- Established appropriate strength and conditioning routines for student athletes.
- Organized practice schedules and routines.
- Managed student eligibility and other compliance requirements.
- Collaborated with colleagues in planning and executing a well rounded program.
- Mentored students that exhibited challenging and at-risk behaviors in partnership and under the supervision of Healthy Minds Inc.

Defensive Coordinator & Dean of Student Affairs

Dumas High School, Dumas, AR

2015

- Organized practice schedule and routines.
- Managed student eligibility and related compliance requirements.
- Developed and implemented defensive strategies.
- Coordinated fundraisers.
- Assisted with overall skill development of student athletes.
- Decreased points allowed per game by 11.2 points.
- Established and maintained high standards of student conduct.
- Assisted administrative personnel in fostering sound interpersonal relationships among teachers, students and parents.
- Provided leadership in processing student behavioral problems, including record keeping of infractions and handling student referrals.
- Routinely inspected school facilities to ensure overall safety and supervision.

Defensive Coordinator

Union Parish High School, Farmerville, LA

2009-2015

- Developed and implemented defensive strategies for practice and game day execution.
- Assisted with the skill development of student athletes.
- Supervised and instructed players in weight training sessions.
- Obtained, distributed, organized and collected athletic equipment.
- Communicated with prospective recruiters on behalf of student athletes.
- 2013 LHSAA clas 3A State Championship victory.
- Five time District Champions.
- Five quarter final appearances.
- Average points allowed per game: 10.9.
- Overall record: 48-12



NOTICE OF RULE VIOLATION AND ASSESSMENT OF PENALTY
SCHOOL INFORMATION AND VIOLATION

Date:	02/22/2024	Updated Date: 2/22/2024 3:04:00 PM	
School:	Opelousas	Class: 4A	District: 5
Principal:	Gregory Campbell		
Sport Involved:	Boys' Football		
2023-2024 LHSAA Handbook Rules Violated:	5.11.3		

Reporting of Violation:	<input type="checkbox"/>	1. Self-Reported		Date:
	<input checked="" type="checkbox"/>	2. Reported by LHSAA Member School	Cecilia	Date: 12/18/2024
	<input checked="" type="checkbox"/>	3. Reported by LHSAA Staff	Kieth Corona & Llyod Wax	Date: 01/29/2024

SCHOOL PENALTY

Sport:	Boys' Football		
Probation Type / Length:	The school shall be placed on administrative probation for one calendar year ending on 12/08/2024. The school shall forfeit all 2023 regular and post season games including the state championship. The state championship trophy shall be returned to the LHSAA office. State championship guarantee monies sent to Opelousas shall be reimbursed to the LHSAA. An invoice for those fees shall be sent to the school.		
2023-2024 LHSAA Handbook Source:	5.11.3 (1), 5.11.3 (4), 5.11.3 (7)		
Forfeitures / Contests Participated:	SCHOOL / EVENT NAME All 2023 Regular and Postseason Contests	DATE OF CONTEST: 12/08/2024	

FINANCIAL PENALTY

Financial Penalty Amount:	\$400 - 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).		
2023-2024 LHSAA Handbook Source:	5.11.3 (3)		
Invoice Type:		Note:	max penalty - \$400 (14 contests)
Invoice Number:	25290	Paid Date:	

COACH(ES) PENALTY

Name(s):	Zachery, Jr., Jimmy (Head Coach)		
Penalty Type / Length:	The coach shall be penalized under Bylaw 5.12. The coach shall be placed on probation for one calendar year from the date of the violation ending on 12/08/2024		
2023-2024 LHSAA Handbook Source:	5.11.3 (6), 5.12.2 (1)		

STUDENT(S) PENALTY

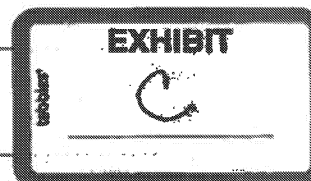
Name(s):			
Penalty Type / Length:	Dylan Goodbier shall remain ineligible in the same sport for the same number of contests/playing dates that he participated as ineligible. Dylan shall remain ineligible in the sport of football for 14 regular and post season contests.		
2023-2024 LHSAA Handbook Source:	5.11.3 (5), 5.11.4 (1)		

Signature: *Edith R. ...*
 Executive Director

Date: 2/22/2024 3:04:30 PM

Signature: Adam MacDowell

Date: 2/22/2024 3:04:31 PM



Assistant Executive Director

CC: Eddie Bonine, Lee Sanders, Karen Hoyt, Adam MacDowell, Michael Federico, Renee Ballard and Kathie Smith

NOTE: All appeals must be emailed on school letterhead to ksmith@lhsaa.org within 15 days of the penalty ruling. All financial penalties are due within 30 days of the penalty ruling.

CITED HANDBOOK SOURCES

<p>2023-2024 LHSAA HANDBOOK RULES VIOLATED:</p>	<p>5.11.3 Use of Ineligible student due to negligence of school officials to adequately check rules, regulations, and records:</p> <ol style="list-style-type: none"> 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.
<p>SCHOOL PENALTY 2023-2024 LHSAA HANDBOOK SOURCE:</p>	<p>5.11.3 Use of Ineligible student due to negligence of school officials to adequately check rules, regulations, and records:</p> <ol style="list-style-type: none"> 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.
<p>FINANCIAL PENALTY 2023-2024 LHSAA HANDBOOK SOURCE:</p>	<p>5.11.3 Use of Ineligible student due to negligence of school officials to adequately check rules, regulations, and records:</p> <ol style="list-style-type: none"> 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.
<p>Continued on next page</p>	

COACH PENALTY
2023-2024 LHSAA
HANDBOOK SOURCE:

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.

5.12.2 The penalties for a coach of a school ruled in violation of any LHSAA eligibility, penalty or sportsmanship bylaw are as follows:

1. The coach may be placed on probation for one calendar year from the date of the violation.
2. The coach may be suspended for one calendar year
3. The coach may be fined not to exceed \$2500.
4. The coach may lose his/her coach's card for one calendar year.
5. The coach may be required to complete the LHSAA Handbook Certification course before the next scheduled contest regardless of level. If there are no remaining scheduled contests regardless of level, the course shall be completed within three business days from the date of the notification of violation.
6. The coach may be required to complete the LHSAA/NFHS Online Fundamentals of Coaching course before the next scheduled contest regardless of level. If there are no remaining scheduled contests regardless of level, the course shall be completed within three business days from the date of the notification of violation.
7. Other penalties may be imposed on the coach to a degree in keeping with the severity of the violation.

Continued on next page

STUDENT PENALTY
2023-2024 LHSAA
HANDBOOK SOURCE:

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 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.

ELIGIBILITY

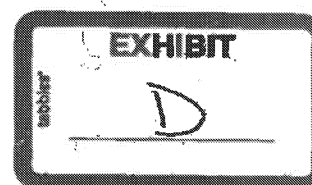
PHILOSOPHY: Eligibility is the privilege of participating in interscholastic athletics attained by complying with all minimum standards established for student-athletes that are cooperatively determined by member schools through the LHSAA Bylaws. A student-athlete's participation in interscholastic athletics is a privilege and not a right that is obtained by adhering to the uniform minimum standards adopted by the membership. Uniform standards are limitations governing eligibility that are a necessary prerequisite in interscholastic athletics because they protect the integrity of the interscholastic program; they protect the opportunity of qualified student-athletes to participate; they help to ensure competitive equity among member schools; they encourage academic achievement by student-athletes; and they promote the health and well-being of the student-athlete.

- 1.1 **APPLICATION OF RULES** - All eligibility rules shall apply to all students participating in interscholastic athletic competition in all sports at all levels of play (varsity, junior varsity, sophomore, or freshman teams). An ineligible student shall not dress out in uniform; however, with the principal's permission, he/she may sit on the team's bench during any interscholastic athletic contest (game or scrimmage).
- 1.2 **OFFICIAL RULING REQUEST** - If a student's eligibility is in question, a principal may ask the Executive Director for an official ruling on the player's eligibility. All required information must be provided by the school for all fall sports potential participants during weeks 5 through 11 of the NFHS calendar; for all winter sports potential participants during weeks 16 through 22 of the NFHS calendar and for all spring sports potential participants during weeks 27 through 33 of the NFHS calendar, which at the time of the request and shall be true and accurate for a ruling request is submitted to be processed. A principal may ask for an eligibility ruling on a player from his/her own school or from another school one time during a school year, per student. Official eligibility ruling requests shall be made on the LHSAA Members' Only website. Only written rulings or rulings issued through an automated email from the LHSAA Members' Only website are official. Verbal ruling or opinions are not official. Once a principal officially requests an eligibility ruling or a bona fide change of residence investigation on a student from his/her school, the student shall be ineligible for interscholastic athletic participation at all levels of play in all LHSAA sports until an official ruling has been issued by the Executive Director. If a request for an eligibility ruling is made beyond the aforementioned eligibility ruling window, and time does not permit its consideration before a game, the games he/she played in shall be forfeited to the opposing team and other penalties shall be imposed on the offending team. If upon sufficient evidence, it appears that a player is ineligible, the Executive Director shall ban the player from further competition until he/she may become eligible. The games he/she played in shall be forfeited to the opposing team and other penalties may be imposed on the offending team.

Eligibility Ruling Request Submissions Start and End Dates

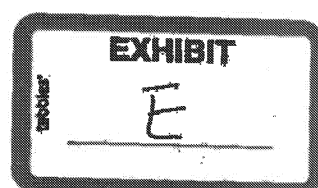
	ERR Submission Begins	ERR Submission Ends
Fall Sports (Volleyball, Cross Country, Swimming, Football)	<u>Monday, July 31, 2023</u> NFHS Calendar Week 5	<u>Saturday, September 16, 2023</u> NFHS Calendar Week 11
Winter Sports (Wrestling, Soccer, Indoor Track, Girls' and Boys' Basketball, Powerlifting)	<u>Monday, October 16, 2023</u> NFHS Calendar Week 16	<u>Saturday, December 2, 2023</u> NFHS Calendar Week 22
Springs Sports (Bowling, Gymnastics, Tennis, Softball, Golf, Outdoor Track, Baseball)	<u>Monday, January 1, 2024</u> NFHS Calendar Week 27	<u>Saturday, February 17, 2024</u> NFHS Calendar Week 33

- 1.2.1 If a school is dissatisfied with an eligibility ruling made by the Executive Director, the principal may appeal the decision to the Executive Committee. The appeal should be submitted in writing within 15 calendar days of the ruling. While the Executive Director's ruling of ineligibility on a student is appealed to the Executive Committee, the student on whose eligibility on appeal is pending shall not participate in any athletic contests until his/her case is ruled on by the Committee. The Committee ruling is final unless a school applies for third-party arbitration in compliance with Rule 4.4.7 of the Constitution. When a school applies for third-party arbitration, the Executive Committee's decision will remain in effect until such time as the arbitrator's decision is rendered.
- 1.2.2 The arbitration procedure is set forth in Bylaw 4.4.7 of the Constitution.

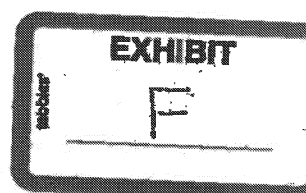


CONSTITUTION

- 4.4.3 Rule on problems affecting one classification through a sub-committee consisting of Executive Committee members of that class, the Association's President, and, if necessary, additional Committee members representing other classifications appointed by the President, in order to constitute a quorum.
- 4.4.4 Make special rules to effect the spirit of fair play and good sportsmanship. Any rules or changes in the Constitution or Bylaws made by the Executive Committee after the January annual meeting must be submitted to the membership for ratification at the next annual meeting. Only the LHSAA Membership can amend the Constitution as per Article 7.4.2. The actions of the officers and directors of the LHSAA for the calendar year are hereby ratified and adopted.
- 4.4.5 Regulate all financial expenditures. The Executive Committee shall be authorized to collect annual dues as provided in this constitution and levy fees and such other assessments on all schools participating in any sanctioned interscholastic athletics as shall be adequate to meet the total expenses involved in the conduct of such activity and such proportionate share of overhead as deemed necessary. Such dues and assessments shall be considered current funds of the Association and shall be used by the Executive Committee in financing various activities of the Association. The Executive Committee shall determine all necessary expenditures of money in conducting the affairs of the Association.
- 4.4.6 Constitute a board of appeals which may consider complaints or appeals based on a decision(s) of the Executive Director and interpret the Constitution and Bylaws of the Association. When such appeals are heard, it is the Committee's duty to determine whether the Executive Director correctly found the facts; determine whether the Executive Director correctly interpreted the Constitution and/or Bylaws of the Association; and determine whether the Executive Director correctly applied the Constitutional and/or Bylaw provisions to the facts of the case. The standard of review to be applied by the Committee is whether the Executive Director's decision was manifestly erroneous or clearly wrong. Using this standard of review, the Committee may either affirm the decision of the Executive Director or reverse the decision, in whole or in part, and/or remand it to the Executive Director for further action.
1. An appeal must be received, in writing, by the LHSAA within 15 days from the date of the decision being appealed.
 2. Any school requesting an appeal shall receive notice at least 24 hours prior to appeal being heard by the committee.
 3. No member of the Executive Committee shall serve on the Committee if a case involves his/her school or parish.
 4. The decision of the Executive Committee is final in all appeals except matters pertaining to eligibility.
- 4.4.7 With regard to third party arbitration, the following rules shall apply:
1. The decision of the Executive Committee or Hardship Committee on a ruling regarding eligibility will become final 15 days after the ruling unless, within those 15 days, the school applies for third party arbitration. Only that portion of an Executive or Hardship Committee's decision determining whether a student is eligible or ineligible may be submitted to a third party arbitrator.
 2. When a school applies for third party arbitration, the Executive or Hardship Committee's decision will remain in effect until such time as the arbitrator's decision is rendered.
 3. The arbitrator shall be approved by the American Arbitration Association and the parties. If the parties cannot agree on an arbitrator, the parties shall each select their preferred arbitrator, and the two preferred arbitrators shall select a different arbitrator to hear the matter.
 4. Arbitration shall be implemented only after all LHSAA remedies have been exhausted, including appeals to the Executive or Hardship Committee.
 5. The issue that the arbitrator shall decide is whether the Executive or Hardship Committee's decision was arbitrary, capricious or contrary to substantiated evidence based on the information before the Executive or Hardship Committee at the time of the decision. As a result, the arbitrator shall not consider information that was not before the Executive or Hardship Committee at the time of their decision.
 6. Any decision or issue involving the Executive or Hardship Committee's decision as to a penalty for a school playing an ineligible student is not referable to the third party arbitrator.



- 5.2.5 Upon request from the Executive Director, the principal shall be required to provide the LHSAA with the following reports/information:
1. Information on sportsmanship matters.
 2. Information on the use of an ineligible player.
 3. Information on alleged violations.
 4. Information that may be relevant to LHSAA business.
- 5.2.6 A school failing to furnish necessary reports and/or information or failing to comply with other rules of the Association, after due notice, shall be penalized to a degree in keeping with the severity of the situation, including suspension from the LHSAA, until such time as it complies with the bylaw(s) and pays any fines that may be imposed.
- 5.3 **STATUTE OF LIMITATIONS** - With the exception of the recruiting violation rule, the time limit for complaints or action(s) on rules violations shall be one year from the date of the infraction. Any school, student, or person guilty of recruiting students as outlined in Section 2, "Recruiting" of the bylaws may be subject to penalty for the duration of that student-athlete's enrollment in that school. *Example: If an investigation verifies that a student in his junior year attended the school in his freshman year as a result of undue influence, the school and student are subject to a penalty in keeping with the seriousness of the violation.*
- 5.4 **COST OF HEARINGS AND INVESTIGATIONS** - When a school is found responsible for a violation of an LHSAA bylaw, including a sportsmanship bylaw, it may be required to pay for all expenses involved in conducting any LHSAA investigation that is connected with the violation and/or expenses involved in conducting Sportsmanship Committee hearings or other hearings that may relate to the violation.
- 5.5 **REGULAR APPEALS** - If a school is dissatisfied with a penalty ruling imposed by the Executive Director, the principal may appeal the decision to the Executive Committee. The appeal shall be submitted in writing within 15 calendar days of the ruling. If the Executive Director's ruling of ineligibility on a student is appealed to the Executive Committee, the student whose eligibility is pending shall not participate in any athletic contest until his/her case is ruled on by the Committee.
- 5.6 **EMERGENCY APPEALS** - If the principal of a member school requests that an emergency appeal hearing, including a conference call, be conducted by the Executive Committee, the appealing school shall pay for the cost of conducting the appeal if the original ruling is upheld. All requests for an emergency appeal hearing shall be subject to approval by the LHSAA President. Any party that wishes to bring an attorney to an LHSAA hearing is required to notify the LHSAA office 48 hours in advance if any legal counsel will be accompanying the family or school at the hearing. This notification is necessary so that legal counsel for the LHSAA can also be present at the hearing. If the appeal is denied, the school shall be billed for the cost of the LHSAA attorney attending the hearing.
- 5.7 **LITIGATION AGAINST THE LHSAA**
- 5.7.1 Any member school, including an administrator, athletic director, and/or coach, who is party to a suit against the Association, shall be held liable for all legal fees, attorney's expenses, and court costs if the final decision of the case is in favor of the LHSAA.
- 5.7.2 If a student is ineligible according to LHSAA bylaw(s) but is permitted to participate in interscholastic competition contrary to such LHSAA bylaws but in accordance with the terms of a court order of any kind including but not limited to a declaratory judgment, temporary restraining order, preliminary injunction, or permanent injunction, against his/her school and/or the LHSAA and said court order is subsequently voluntarily vacated, stayed, reversed or [it is] finally determined by the court that the court order including any injunctive relief is not or was not justified, any one or more of the following actions shall be taken against such school in the interest of restitution and fairness to the competing schools:
1. Require that individual or team records and performance achieved during participation by such ineligible student shall be vacated or stricken.
 2. Require that team victories shall be forfeited to the opponent.
 3. Require that team or individual awards earned by such ineligible student be returned to the Association.



JIMMY L. ZACHERY

* 27TH JUDICIAL DISTRICT COURT

VS.

* DOCKET NO.: _____

LOUISIANA HIGH SCHOOL ATHLETIC ASSOCIATION AND ST. LANDRY PARISH SCHOOL BOARD

* PARISH OF ST. LANDRY

* STATE OF LOUISIANA

FILED: _____

* DEPUTY CLERK OF COURT: _____

.....

VERIFICATION PURSUANT TO LA. C.C.P. ART. 3603

STATE OF LOUISIANA


PARISH OF ST. LANDRY

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the Parish of St. Landry, State of Louisiana, personally came and appeared PRIDE J. DORAN, who after first being duly sworn, did depose and say:

That he is counsel for the Petitioner in the above and foregoing Petition and that notice of the filing of this petition was provided to St. Landry Parish School Board by way of notifying representatives of the school, including their agent of service of process Milton Batiste III and their attorney Courtney T. Joiner and that notice of the filing of this petition was provided to the LHSAA by way of notifying and providing a copy of these pleadings to their attorney, Mark Boyer.


PRIDE J. DORAN

SWORN TO AND SUBSCRIBED before me this 28 day of March 2024 in Opelousas, Louisiana.


Errin Green
NOTARY PUBLIC# La Bar Roll # 38759
My commission expires upon death

JIMMY L. ZACHERY

* 27TH JUDICIAL DISTRICT COURT

VS.

* DOCKET NO.: _____

LOUISIANA HIGH SCHOOL
ATHLETIC ASSOCIATION AND
ST. LANDRY PARISH SCHOOL
BOARD

* PARISH OF ST. LANDRY

* STATE OF LOUISIANA

FILED: _____

* DEPUTY CLERK OF COURT: _____

.....

ORDER

Considering the foregoing:

IT IS ORDERED, ADJUDGED AND DECREED that a temporary restraining order is issued herein, immediately, according to law, directed to the Defendants, **LOUISIANA HIGH SCHOOL ATHLETIC ASSOCIATION** and **ST. LANDRY PARISH SCHOOL BOARD**, preventing the defendants from suspending, terminating, or otherwise interfering with Petitioner and his team’s participation in high school athletics, including the 2023 state championship title, returning the state championship trophy, and reimbursement of state championship monies sent to Opelousas High School, as a result of the February 22, 2024 decision of the LHSAA Executive Director unless and until Petitioner is provided with an opportunity to be heard by this Court in accordance with his constitutional right to due process.

IT IS FURTHER ORDERED that the defendant LHSAA is prevented from altering or changing any records pertaining to Petitioner’s coaching career, including forfeiting any wins and losses so far earned by Petitioner, as well as the 2023 state championship and the like as a result of the February 22, 2024 decision of the LHSAA Executive Director.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendants, **LOUISIANA HIGH SCHOOL ATHLETIC ASSOCIATION** AND **ST. LANDRY PARISH SCHOOL BOARD**, show cause on the _____ day of _____, 2024, at _____ o’clock _____ M. before this Honorable Court why the temporary restraining order requested herein should not be granted and/or continued in the form of a

preliminary and ultimately permanent injunction and why Defendants should not be cast will all cost.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Petitioner shall be required to furnish security in accordance with La. C.C.P. Art. 3610 in the amount of \$ _____ within _____ days of this Order.

THUS DONE AND SIGNED at Opelousas, St. Landry Parish, Louisiana, this _____ day of _____ 2024.

HONORABLE DISTRICT JUDGE

PLEASE SERVE:

Eddie Bonine, Registered Agent
Louisiana High School Athletic Association
12720 Old Hammond Hwy
Baton Rouge, LA 70816

and

Milton Batiste III, Registered Agent
St. Landry Parish School Board
1013 E. Creswell Lane
Opelousas, Louisiana.

Natalie Wyble

Deputy Clerk of Court

E-File Received Mar 29, 2024 11:54 AM

JIMMY L. ZACHERY

* 27TH JUDICIAL DISTRICT COURT

VS.

* DOCKET NO.: _____

LOUISIANA HIGH SCHOOL ATHLETIC ASSOCIATION AND ST. LANDRY PARISH SCHOOL BOARD

* PARISH OF ST. LANDRY

* STATE OF LOUISIANA

FILED: _____

* DEPUTY CLERK OF COURT: _____

REQUESTS FOR ADMISSIONS TO DEFENDANT, LOUISIANA HIGH SCHOOL ATHLETIC ASSOCIATION

TO: Louisiana High School Athletic Association

Through its attorney of record:
Mark Boyer, Esq.
BOYER, HEBERT, & ANGELLE, LLC
1280 Del Este Avenue
Denham Springs, LA 70726
mboyer@bhcalaw.com

NOW INTO COURT, through undersigned counsel, comes Plaintiff, Jimmy L. Zachery, who propounds the following Request for Admissions to Defendant, Louisiana High School Athletic Association (LHSAA): PLEASE TAKE NOTICE that you are hereby notified and required to answer, separately and fully, in writing and under oath, the following Request for Admissions and to serve your answers thereto on Plaintiff, JIMMY L. ZACHERY, through his attorney of record, Pride J. Doran at 529 E. Landry Street (Post Office Box 2119), Opelousas, Louisiana 70570, within the time limits set forth by Louisiana Code of Civil Procedure.

C. In the following requests:

"You" and "Your" means the LHSAA and all representatives or other persons acting on your behalf.

"Document" means any written, recorded or graphic matter however produced or reproduced, but not be limited to, all writings of any kind, including the originals and all non-identical copies, whether different from the originals by reason of any notation made on such copies or otherwise including without limitation, all written, printed, typed, recorded, or graphic matter of every kind and description, and all attachments and appendices thereto, whether now or formerly in your or your agent's actual or constructive possession, custody, or control. Without limiting the foregoing, the term "documents" shall include all agreements, affidavits, letters, counter-letters, contracts, settlement agreements, agreements of compromise, offers of settlement, minutes of meetings, correspondence, accounting ledgers, financial statements, accounting statements, accounting records, memoranda notes, working papers, diaries, diary entries, telegrams, telexes, interoffice and intra-office communications, messages, notes, notations of any sorts of conversations or meetings, reports, charts, statements, summaries, calendars, calendar entries, appointment book, tape recordings, photographs, computer tapes or discs, computer printouts, logs, and all

drafts, alterations, modifications, changes, amendments of an of the foregoing, and any other documents contemplated by the Louisiana Code of Civil Procedure; however designated by you. If additional copies of documents have been made, and if such copies are not identical (or are no longer identical by reason of a subsequent addition of notations or other modifications), each non-identical copy is to be construed a separate document.

"Identity" or "identification" when used with respect to an individual means to state his/her full name, his/her present or last known employment, and his/her present or last known address and telephone number.

"Identity" or "identification" when used with reference to a document means to state the type of document (e.g. lease, memorandum, contract, email, telegram, chart, etc.) some means of identifying its location and custodian, the date thereon, if any, and the identity of the party or parties whose name or names appear thereon, or in lieu thereof, you may attach to your answers a copy of each such document.

The "Investigation" refers to the LHSAA investigation which resulted in the Notice of Rule Violation and Assessment of Penalty issued by the LHSAA and signed by Executive Director Mr. Eddie Bonine on February 22, 2024.

The term "act" shall mean any act, occurrence, occasion, meeting, transaction, or conduct.

"Describe" or "specify" shall mean to:

- a. Describe fully and in detail by reference to underlying facts rather than reference to ultimate facts or conclusions of fact or law
- b. Particularize as to time, place, and participants; and
- c. Set forth all relevant facts necessary to a complete understanding of the act, process, event, or thing in question.

Words herein of any gender shall be deemed to include all other genders and the singular be deemed to encompass the plural.

The term "and" means both the conjunctive "and" and the disjunctive "or" and the words "and/or".

INSTRUCTIONS

- A. These Interrogatories/Requests shall be deemed continuing in nature as set forth under Article 1428 of the Louisiana Code of Civil Procedure.
- B. In your responses to these Interrogatories/Requests, please repeat each request set forth herein and then set forth the response thereto separately and fully, identifying which documents are being produced in response to each request. As to any request to which you refuse to respond in whole or in part, for any reason, please state each ground for your refusal to respond, and if such refusal is made on the grounds that it requests information that falls or may fall within the attorney-client privilege or is protected by the work-product doctrine or any other privilege or doctrine, provide the following information as to each such objection:
 - a. The nature of the privilege or doctrine you claim is applicable and the reason you invoke it
 - b. The identity, general description, author, and date of the document; and
 - c. The identity of each and every person known to you to have seen the document.

Where you believe that a complete response to a particular request or part thereof is not possible, please respond to each request or part thereof to the extent possible and furnish a statement explaining the reason for your inability to respond further.

REQUEST FOR ADMISSION NO.1:

Admit that LHSAA does not contest that this Court may have subject matter jurisdiction upon properly pled allegations regarding deprivation of constitutional rights and its status and standing as defined in and interpreted by the following jurisprudence in *Christian Sch., Inc. v. La. High Sch. Ath. Ass'n*, 2020-0762 (La. App. 1 Cir 05/18/22), 342 So. 3d 1068.

REQUEST FOR ADMISSION NO.2:

Admit that Coach Jimmy L. Zachery has standing to pursue the Temporary Restraining Order and/or Preliminary Injunction as laid out in the Petition for Temporary Restraining Order and Injunctive Relief attached to the corresponding discovery.

REQUEST FOR ADMISSION NO.3:

Admit that LHSAA made its decision to institute penalties against Plaintiff, Jimmy L. Zachery, for violations contained in the February 22, 2024, Notice of Rule Violations and Assessment of Penalty prior to any hearing or opportunity to be heard.

REQUEST FOR ADMISSION NO.4:

Admit that LHSAA did not provide all applicable documents, statements, and material that it utilized in the investigation regarding allegations against Opelousas High School and/or Coach Jimmy L. Zachery to the member school or the coach prior to the appeal hearing on or about March 13, 2024.

REQUEST FOR ADMISSION NO.5:

Admit that LHSAA makes the final determination on a student athlete's eligibility.

Respectfully submitted,

DORAN & CAWTHORNE, P.L.L.C.


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Quincy L. Cawthorne, #29791
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Raven@doranlawfirm.com
Mickey@doranlawfirm.com

Attorneys for Jimmy L. Zachery

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the above and foregoing pleading has been served upon all counsel of record via e-mail and/or by placing the same in U.S. mail, postage prepaid on this 29th day of March, 2024.



PRIDE J. DORAN

JIMMY L. ZACHERY

* 27TH JUDICIAL DISTRICT COURT

VS.

* DOCKET NO.: _____

LOUISIANA HIGH SCHOOL
ATHLETIC ASSOCIATION AND
ST. LANDRY PARISH SCHOOL
BOARD

* PARISH OF ST. LANDRY

* STATE OF LOUISIANA

FILED: _____

* DEPUTY CLERK OF COURT: _____

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REQUESTS FOR PRODUCTION OF DOCUMENTS

TO: Louisiana High School Athletic Association

Through its attorney of record:

Mark Boyer, Esq.
BOYER, HEBERT, & ANGELLE, LLC
1280 Del Este Avenue
Denham Springs, LA 70726
mboyer@bhcalaw.com

NOW INTO COURT, through undersigned counsel, comes Plaintiff, Jimmy L. Zachery, who propounds the following Request for Production to Defendant, Louisiana High School Athletic Association (LHSAA): PLEASE TAKE NOTICE that you are hereby notified and required to answer, separately and fully, in writing and under oath, the following Request for Production and to serve your answers thereto on Plaintiff, JIMMY L. ZACHERY, through his attorney of record, Pride J. Doran at 529 E. Landry Street (Post Office Box 2119), Opelousas, Louisiana 70570, within the time limits set forth by Louisiana Code of Civil Procedure.

B. In the following requests:

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if such copies are not identical (or are no longer identical by reason of a subsequent addition of notations or other modifications), each non-identical copy is to be construed a separate document.

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 - a. The nature of the privilege or doctrine you claim is applicable and the reason you invoke it
 - b. The identity, general description, author, and date of the document; and
 - c. The identity of each and every person known to you to have seen the document.

Where you believe that a complete response to a particular request or part thereof is not possible, please respond to each request or part thereof to the extent possible and furnish a statement explaining the reason for your inability to respond further.

REQUEST FOR PRODUCTION NO. 1:

Your full investigation file, in a legible condition and form, including all documents, recorded statements, notes, emails and correspondence regarding any investigation by you (or on your behalf) into the facts, circumstances, or reasons for the discipline imposed on the Opelousas High School Football program and Coach Jimmy L. Zachery.

REQUEST FOR PRODUCTION NO. 2:

Any and all communications and documents related to any investigation or reasons for penalties issued by the LHSAA against Coach Jimmy L. Zachery and/or Opelousas High School, including emails, texts and self-destructing messages, voicemails, records, files, videos, data, phone applications, computer systems and hard drives, physical evidence collected, and other relevant data.

REQUEST FOR PRODUCTION NO. 3:

All documents regarding any investigation by you (or on your behalf) into the facts, circumstances, or reasons for the discipline instigated against the Opelousas High School Boys' Football program and/or Jimmy L. Zachery.

REQUEST FOR PRODUCTION NO. 4:

All documents reflecting disciplinary action taken by you against the Opelousas High School Boys' Football program and/or Jimmy L. Zachery.

REQUEST FOR PRODUCTION NO. 5:

All statements or other materials and documents obtained by you (or on your behalf) regarding the allegations made against the Opelousas High School Boys' Football program and/or Jimmy L. Zachery.

REQUEST FOR PRODUCTION NO. 6:

All statements and other materials and documents obtained by you (or on your behalf) from or regarding Opelousas High School Boys' Football program and/or Jimmy L. Zachery.

REQUEST FOR PRODUCTION NO. 7:

All documents regarding any determination by you (or on your behalf) regarding the alleged fault, blame, acts or omissions of the Opelousas High School Boys' Football program and/or Jimmy L. Zachery.

REQUEST FOR PRODUCTION NO. 8:

All documents, including electronic communications, internal communications, notes, and minutes of meetings of LHSAA employees or representatives discussing the allegations made

against the Opelousas High School Boys' Football program and/or Jimmy L. Zachery.

REQUEST FOR PRODUCTION NO. 9:

All documents which detail, depict, or reflect the original and/or initial membership agreement and/or contract between the member school Opelousas High School and LHSAA.

REQUEST FOR PRODUCTION NO. 10:

All documents which detail, depict, or reflect the original and/or initial membership agreement and/or contract between the member school Opelousas High School and LHSAA for the year 2023-2024.

REQUEST FOR PRODUCTION NO. 11:

All statements and other materials and documents obtained by you from the reporting school Cecilia High School regarding the allegations and investigation against the Opelousas High School Boys' Football program and/or Jimmy L. Zachery.

REQUEST FOR PRODUCTION NO. 12:

All documents referenced in your Answers to Interrogatories.

REQUEST FOR PRODUCTION NO. 13:

All documents you intend to introduce as exhibits at trial for the Temporary Restraining Order/Preliminary Injunction.

REQUEST FOR PRODUCTION NO. 14:

All documents, statements and other materials relied upon, referred to, and discussed in connection with the March 13, 2024, appeal hearing regarding the Notice of Rule Violation and Assessment of Penalty signed by the Executive Director Eddie Bonine on or about February 22, 2024.

REQUEST FOR PRODUCTION NO. 15:

All documents, statements and other materials, communications, and committee reports which illustrate the procedure in which rules and/or guidelines are created for the LHSAA Handbook.

Respectfully submitted,

DORAN & CAWTHORNE, P.L.L.C.


Pride J. Doran #25035
Quincy L. Cawthorne, #29791
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Cawthorne@doranlawfirm.com
Raven@doranlawfirm.com
Mickey@doranlawfirm.com

Attorneys for Jimmy L. Zachery

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the above and foregoing pleading has been served upon all counsel of record via e-mail and/or by placing the same in U.S. mail, postage prepaid on this 29th day of March, 2024.



PRIDE J. DORAN