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IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

EMIERE LEMONS, ET AL
Plaintiff

OHIO HIGH SCHOOL ATHLETIC ASSOCIATION
Defendant

Case No: CV-26-149625

Judge: ANDREW J. SANTOLI

JOURNAL ENTRY

96 DISP.OTHER - FINAL

ORDER ON PLAINTIFFS' MOTION FOR PRELIMINARY INJUNCTION AND DEFENDANT'S MOTION TO DISMISS. OSJ. PURSUANT TO CIV.R. 58(B), THE CLERK OF COURTS IS DIRECTED TO SERVE THIS JUDGMENT IN A MANNER PRESCRIBED BY CIV.R. 5(B). THE CLERK MUST INDICATE ON THE DOCKET THE NAMES AND ADDRESSES OF ALL PARTIES, THE METHOD OF SERVICE, AND THE COSTS ASSOCIATED WITH THIS SERVICE.

OSJ

Judge Signature Date

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CLERK OF COURTS
CUYAHOGA COUNTY

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11/03/2026

IN THE COURT OF COMMON PLEAS
GENERAL DIVISION
CUYAHOGA COUNTY, OHIO

EMIERE LEMONS, et al.	)	**CASE NO. CV 26 149625**
	)	
Plaintiffs,	)	**JUDGE ANDREW J. SANTOLI**
	)	
v.	)	
	)	
OHIO HIGH SCHOOL ATHLETIC ASSN.	)	
	)	
Defendant.	)	

ORDER ON PLAINTIFFS' MOTION FOR A PRELIMINARY INJUNCTION, FILED ON OCTOBER 30, 2026.

This matter is before the Court on Plaintiffs' Motion for a Preliminary Injunction, which was filed on October 30, 2026. On October 30, 2026, Plaintiffs Emiere Lemons and LaNeil Watson ("Plaintiffs") asked this Court to issue both a temporary restraining order and a preliminary injunction, restraining Defendant Ohio High School Athletic Association ("OHSAA") from banning Glenville High School ("Glenville") from the 2026 OHSAA boys football playoff tournament (the "Playoffs"). On October 30, 2026, this Court held an ex parte hearing on Plaintiffs' Motion for a Temporary Restraining Order and found, by clear and convincing evidence, that Plaintiffs satisfied the elements necessary for temporary injunctive relief. (Civ.R. 65, 10/30/2026 Order.) Following the ex parte hearing on Plaintiffs' Motion, this Court held a conference call with representatives of Plaintiffs, Cleveland Metropolitan School District ("CMSD"), OHSAA, and non-party University School. Following that conference call, this Court ordered that the scheduled Playoff game between Glenville and University School "shall be played no later than 11/01/2026 at 11:59pm. OHSAA to schedule this game." (10/30/2026 Order.) In an email on October 30, 2026, University School staff released a statement saying that "in light of this ruling, *after consultation*

with the OHSAA, and in fairness to our team members, we have made the decision to not compete in the rescheduled contest." (Emphasis added.) (Email attached as Exhibit 1.) During the October 30, 2026 conference call, University School made it clear to this Court that they would rather have this Court determine the outcome of the game through its decision in this matter, rather than the play on the field.

On Sunday November 1, 2026, OHSAA released its Summary Ruling – Removal of Cleveland Glenville from 2026 Football Playoff (the "Summary Ruling"). To be clear, this Summary Ruling is not a final determination regarding OHSAA's investigation into the residency verification of the Glenville football program's student-athletes. The Summary Ruling stated that, as of October 29, 2026, CMSD was unable to provide any documentation verifying the residency of ten individuals on Glenville's football team. (Summary Ruling at p. 2.) The Summary Ruling also noted that ancther six individuals whose residential information was needed were not addressed at all by CMSD. (*Id.*) As of the Court's November 2, 2026 hearing on Plaintiffs' Motion for a Preliminary Injunction, the parties agreed that there are 10 total individuals on Glenville's football team that still need additional documentation submitted to OHSAA so OHSAA may complete its investigation. OHSAA alleged in its Summary Ruling that CMSD's failure to provide this information violated Bylaw 4-3-1.

Bylaw 4-3-1 requires that all students who participate in a school-sponsored sport must be enrolled and attending that school. Specifically for non-traditional schools who do not sponsor their own athletic program(s), like Ginn Academy, those students may participate in a member school's athletic teams based on the rules promulgated by the board of directors. (Exception 4 to Bylaw 4-3-1.)

Aside from the residency verification, however, the Summary Ruling also found that "CMSD was unable to demonstrate a reliable, consistent process for determining where students enrolled at Ginn Academy were assigned to participate in interscholastic athletics, verifying those assignments, and ensuring that students were participating only at the appropriate member school." (Summary Ruling at p. 3-4.) Thus, the Summary Ruling determined that CMSD failed to abide by Bylaw 3-1-1. Bylaw 3-1-1 states that

> The principal of the school shall be held primarily responsible in all matters pertaining to interscholastic athletics involving the school. The principal has the responsibility to educate the member school's students, coaches, school personnel, boosters and other appropriate persons involved in interscholastic athletics regarding OHSAA bylaws and sport regulations that could affect them. Further, the principal shall monitor the school's compliance with OHSAA bylaws and sports regulations and conduct an appropriate inquiry if information arises concerning a possible violation of OHSAA bylaws and/or sports regulations.

Penalties for violations of the OHSAA's Bylaws "shall be imposed by the Executive Director" and include

> suspension of membership, suspension of eligibility, forfeiture of games, forfeiture of championship rights, probation, reclamation of expenses for the conduct of investigations and all other fees/expenses associated therewith, public censure, denial of participation in postseason tournaments (applicable to administrators, coaches and student-athletes), fines not to exceed $10,000 per occurrence or such other penalties as the Executive Director's Office deems appropriate.

(Bylaw 11-1-2.)

Based on its determination that CMSD and/or Glenville violated Bylaws 3-1-1 and 4-3-1, OHSAA removed Glenville from the Playoffs pursuant to Bylaw 11-1-2. (Summary Ruling at p. 5.) This decision was relayed orally to CMSD representatives on October 29, 2026 and in writing through the Summary Report on November 1, 2026. Then, on November 2, 2026, the OHSAA filed their Memorandum in Opposition to Injunctive Relief, highlighting the findings made in the Summary Ruling.

On November 2-3, 2026, this Court held an oral hearing on Plaintiffs' Motion for a Preliminary Injunction. This Court took evidence and heard testimony from Plaintiffs' counsel and representatives of the OHSAA. Based on the information provided, this Court finds that Plaintiffs have proven the elements necessary for injunctive relief by clear and convincing evidence.

A. Plaintiffs Have Standing To Bring This Lawsuit, CMSD Is Not A Necessary Party, And Venue Properly Resides In Cuyahoga County.

Before this Court addresses the Motion for Preliminary Injunction, it must address OHSAA's arguments concerning standing and venue raised in its Motion to Dismiss.

1. Plaintiffs have standing to bring this lawsuit.

First, OHSAA argues that Plaintiffs lack standing in this case. "Standing is defined at its most basic as a party's right to make a legal claim or seek judicial enforcement of a duty or right." (Quotation omitted.) *Moore v. City of Middletown*, 2012-Ohio-3897, ¶ 21. "To succeed in establishing standing, plaintiffs must show that they suffered (1) an injury that is (2) fairly traceable to the defendant's allegedly unlawful conduct, and (3) likely to be redressed by the requested relief." *Id.* at ¶ 22.

In this case, Plaintiffs clearly satisfy the elements necessary for proper standing here. They suffered an injury in the form of their prohibition from playing in the Playoffs. OHSAA's decision may have concerned Glenville generally, but it has a direct impact on Plaintiffs' ability to play in the Playoffs. *See Barrett v. Ohio High School Athletic Assn.*, 1975 Ohio App. LEXIS 7315, *16-17 (10th Dist. Feb. 11, 1975) (stating, "we find sufficient basis in the instant case to justify the trial court's finding of standing on the part of plaintiffs to maintain this action to enjoin [OHSAA] from arbitrarily banning them from participating in the state tournament without first affording a proper hearing to the high school which represents them in [OHSAA].").

Further, the injury suffered by Plaintiffs is directly traceable to OHSAA's conduct. OHSAA acknowledges that they "did not declare either [Plaintiff] ineligible." (Motion to Dismiss at p. 5.) Despite this acknowledgement, these Plaintiffs are injured because of OHSAA's conduct. OHSAA repeatedly argued that the sanction was issued against CMSD, not Plaintiffs. But, again, it is not CMSD who is now prohibited from suiting up in its pads and stand with its teammates to play the Playoff game(s) that its on-field play earned it. It is Plaintiffs (and the rest of their teammates) alone who suffer at the hands of OHSAA's actions.

Finally, Plaintiffs' requested relief—enjoining OHSAA from barring Glenville from the Playoffs before the investigation into the eligibility of these 10 individuals has been completed—can be redressed by this Court. Thus, this Court finds that Plaintiffs have standing to bring this claim.

2. Plaintiffs are the real parties in interest and CMSD is not a necessary party.

OHSAA next argues that CMSD is a necessary party and must be joined in this lawsuit pursuant to Civ.R. 17(A). Civ.R. 17(A) requires all lawsuits to be prosecuted in the name of the real party in interest. "A real party in interest is one who has a real interest in the subject-matter of the litigation, and not merely an interest in the action itself, i.e., one who is directly benefitted or injured by the outcome of the case." (Citation omitted.) *Hanna v. Ford*, 2025-Ohio-5524, ¶ 21 (8th Dist.).

Based on this definition, Plaintiffs are the real parties in interest in this matter. OHSAA argues that CMSD is the real party in interest because the sanction issued by OHSAA was made against the district, not the individual players on Glenville's team. However, as already discussed, it is Plaintiffs—the football players who were told they could not play in October 30, 2026's first round Playoff game—who are directly injured by OHSAA's decision. While the sanction may have

been imposed on CMSD and not the individual athletes, it is the individual athletes, including Plaintiffs, who suffered the harm. Thus, this Court finds that Plaintiffs are the real parties in interest pursuant to Civ.R. 17(A).

Similarly, OHSAA argues that CMSD is a necessary party pursuant to Civ.R. 19(A). Civ.R. 19(A) provides that a person who is subject to service of process shall be joined in the action if

> he claims an interest relating to the subject of the action and is so situated that the disposition of the action in his absence may (a) as a practical matter impair or impede his ability to protect that interest or (b) leave any of the persons already parties subject to a substantial risk of incurring double, multiple, or otherwise inconsistent obligations by reason of his claimed interest, or (3) he has an interest relating to the subject of the action as an assignor, assignee, subrogor, or subrogee.

In this case, this Court finds that CMSD is not a necessary party to this action. This Court cannot say that CMSD's absence from this matter would impair or impede Plaintiffs' ability to protect their interest in obtaining injunctive relief. As mentioned, the harm that was imposed on CMSD is directly felt by Plaintiffs. Further, Plaintiffs' interests are aligned with those of Glenville and/or CMSD in enjoining OHSAA from prohibiting Glenville from playing in the Playoffs. For this reason, there is little, if any, risk of double, multiple, or inconsistent obligations. Finally, there is no evidence that this action concerns an assignor, assignee, subrogor, or subrogee. As a result, this Court finds that, in this particular case, CMSD is not a necessary party pursuant to Civ.R. 19(A).

3. Venue properly resides in Cuyahoga County.

Finally, OHSAA argues that Bylaw 3-1-5 vests exclusive jurisdiction in all cases brought against it in Franklin County, Ohio. However, this provision applies "to any and all court challenges brought by or on behalf of a member school[.]" Those circumstances are not present in this case. It is not CMSD that initiated this lawsuit, it is two members of the Glenville football team. Thus, this Court rejects this argument and finds that jurisdiction is proper in this Court.

For these reasons, this Court rejects the standing and jurisdictional arguments advanced by the OHSAA and denies its Motion to Dismiss.

B. Plaintiffs Have Shown The Elements Necessary For Injunctive Relief.

After reviewing the briefs in support of both Plaintiffs' and OHSAA's position, and after reviewing the testimony propounded and evidence introduced, this Court finds that Plaintiffs have shown the elements necessary for injunctive relief. This Order will address each element in further detail below.

1. Plaintiffs have shown by clear and convincing evidence that they have a likelihood of success on the merits of their claim.

First, this Court must determine whether Plaintiffs are likely to succeed on the merits of their claim. "The Ohio Supreme Court has held that the decisions of the tribunals of the OHSAA with respect to its internal affairs will, in the absence of mistake, fraud, collusion, or arbitrariness, be accepted by the courts as conclusive." *Paige v. Ohio High School Athletic Assn.*, 2013-Ohio-4713, ¶ 66 (1st Dist.). "The Supreme Court of Ohio has also defined 'arbitrary' in other contexts as 'without adequate determining principle; * * * not governed by any fixed rules or standard.'" (Citation omitted.) *Ulliman v. Ohio High School Athletic Assn.*, 2009-Ohio-3756, ¶ 62 (2d Dist.).

In this case, this Court heard evidence that CMSD was notified on September 28, 2026 that OHSAA needed documentation to verify the residential addresses for the student athletes on the Glenville football program. CMSD was given until October 25, 2026 to provide their responses and CMSD did provide some responsive documents on October 22, 2026. After several more days of back-and-forth dialogue between CMSD and OHSAA, there were only ten students who needed verifiable documentation as of October 29, 2026. On that date, in the middle of a continuing dialogue between those entities, and with the lack of a firm deadline by which all documentation

needed to be received, OHSAA decided to ban the Glenville football team from the Playoffs. OHSAA informed CMSD and/or Glenville of its decision verbally over the phone.

On Sunday November 1, 2026 and after this Court granted Plaintiffs' Motion for a Temporary Restraining Order, OHSAA filed its Summary Report. The Summary Report clearly states that it does not contain any final findings by the OHSAA related to the eligibility or ineligibility of the student athletes on the Glenville football team. However, it does provide formal notice to CMSD that it had removed Glenville from the playoff tournament both because they did not have documents to verify ten students' residences and because of CMSD's lack of institutional control over its record-keeping processes. Again, though, the investigation into the students' eligibility had not been completed when the Summary Report was issued and is still ongoing as of the filing of this Order.

This Court contrasts the facts presented in this case with other cases in which OHSAA banned teams from playoff competition. In *Columbus Academy v. Ohio High School Athletic Assn.*, a high school volleyball team was banned from the playoff tournament because it played one more game than was allowed by the Bylaws during their regular season. 2013 Ohio Misc. LEXIS 11781, *3-4 (10th Dist. Oct. 18, 2013). The rule allowing a specific number of regular-season games was clearly outlined in the Bylaws and there was no doubt that the high school volleyball team at issue exceeded that limit by one game. *Id.* OHSAA has also considered other situations where a player is deemed ineligible to play for a particular team when they were born "a day or two before the cutoff." *Ulliman v. Ohio High School Athletic Assn.*, 2009-Ohio-3756, ¶ 64 (2d Dist.). Again, the birthday cutoff was clearly established in the OHSAA bylaws and the penalty was associated therewith.

Similarly, in cases all throughout Ohio, various student athletes transferred from one school district in Ohio to another and sought to play athletics for their new schools. *See, e.g., Ulliman*; *Paige v. Ohio High School Athletic Assn.*, 2013-Ohio-4713 (1st Dist.); *Dankoff v. Ohio High School Athletic Assn.*, 2008-Ohio-4559 (9th Dist.). In each case, the athlete was barred from playing for one season pursuant to the clear terms of the Bylaws and the penalty associated with transferring schools. *Ulliman* at ¶ 6; *Paige* at ¶ 4-5; *Dankoff* at ¶ 2.

The facts before this Court in this case are not as straight-forward as those presented in these cases. Bylaw 4-3-1 requires that all students who participate in a school-sponsored sport must be enrolled and attending that school. Specifically for non-traditional schools who do not sponsor their own athletic programs, like Ginn Academy, those students may participate in a member school's athletic teams based on the rules promulgated by the board of directors. (Exception 4 to Bylaw 4-3-1.) There is no established process by which residency is determined for any particular student-athlete within these Bylaws. There is no date prescribed in the Bylaws by which residency must be verified. While disqualification from playoff competition is a penalty available to the OHSAA, it is not clearly stated that the failure to verify a student athlete's residence within a particular time frame can, or will, result in disqualification, in contrast to the penalties associated with transferring schools or playing more games than allowed.

This Court also heard evidence that the investigation into the eligibility of the ten remaining individuals is ongoing. Importantly, no single student athlete on Glenville's football program has been declared ineligible under OHSAA's Bylaws. Despite the ongoing nature of the investigation and the fact that all members of the Glenville football program are currently deemed eligible to play, on October 29, 2026, OHSAA banned Glenville from the Playoffs for failing to submit all documentation to verify their athlete's residences. Thus, the penalty was imposed on the students

before the investigation had been completed. This fact can only lead this Court to conclude OHSAA's decision to ban Glenville from the playoffs was made arbitrarily.

OHSAA alluded to the fact that their Summary Report also includes a determination that CMSD violated Bylaw 3-1-1. However, the evidence before this Court shows that the first time this Bylaw was invoked to impose this penalty on Glenville was in the November 1, 2026 Summary Report, which was completed two days after the playoff ban was issued. There is no evidence before this Court that this provision was used to justify this penalty at any point before November 1, 2026.

These facts compel this Court to find that OHSAA's decision to bar Glenville from the Playoffs before a finding of ineligibility as to any single student athlete is arbitrary. First, Bylaw 4-3-1 requires that all students who participate in a school-sponsored sport must be enrolled and attending that school. However, there is no set process by which a student's residence is to be determined. There are no timing guidelines by which a player's residence must be verified for him/her to be eligible for competition. The OHSAA could have picked a deadline that falls before the first game of the season, before the midway point of the season, or before, during, or after the playoffs. The deadline by which the OHSAA required the documentation in this case was October 25 (before it was extended in connection with a continuing dialogue with CMSD). However, in another case that date could have been September 1, or September 30, or December 3. The date selected in this matter was completely arbitrary and without any real significance.

Further, even after the October 25 deadline had come and gone, OHSAA continued to engage in a cooperative dialogue with CMSD concerning additional information that they required. Thus, even if October 25 was a firm deadline, OHSAA's own actions showed that they were willing to accept documentation and information after that date, only days before Glenville's first playoff

game. Indeed, OHSAA continued to accept documents from CMSD because, even today, OHSAA has not declared a single Glenville football player to be ineligible. Despite this, suddenly on October 29, 2026, OHSAA informed CMSD that they were going to ban Glenville from the Playoffs. This penalty, made on this date without any forewarning, in the middle of an ongoing investigation, without any finding of student ineligibility, was arbitrarily made. For all these reasons, this Court is compelled to find that Plaintiffs have shown a likelihood of success on the merits by clear and convincing evidence.

2. Plaintiffs will suffer irreparable injury if their motion is denied.

Second, as it did in its 10/30/2026 Order on Plaintiffs' Motion for a Temporary Restraining Order, this Court finds that Plaintiffs will undoubtedly suffer irreparable injury if their Motion is denied. Plaintiffs' on-field play earned them, and the rest of the Glenville football team, a spot in the Playoffs. Because OHSAA's investigation is ongoing and there has not been a finding of ineligibility, it is entirely possible that all members of the Glenville football team will be declared eligible. In that scenario, Plaintiffs will have had their privilege to play in the Playoffs stripped from them, despite no wrongdoing on their part. Thus, Plaintiffs will suffer irreparable injury if their Motion is denied.

3. No third parties will be unjustifiably harmed if their motion is granted.

Third, the Court finds that no third parties would be unjustifiably harmed if Plaintiffs' Motion is granted. The harm in this case comes from imposing a penalty on Plaintiffs and the rest of the Glenville football team before a determination has been made that would render them ineligible for the Playoffs. Indeed, if it is later determined that Glenville has one or more ineligible players on their roster, OHSAA can take corrective action and ensure that only eligible teams are advancing in the Playoffs.

4. Public interest will be served by granting Plaintiffs' Motion.

Finally, this Court finds that the public interest will be served if Plaintiffs' Motion is granted. To be sure, public interest favors all parties to an agreement to abide by its terms and work within the parameters set therein. OHSAA requires its members to abide by their Constitution and Bylaws and outlines penalties for failing to do so. Membership in OHSAA is voluntary. Thus, if an organization does not wish to abide by the rules set by OHSAA, it need not be a member.

However, in this case there are no clear parameters for enforcement of Bylaw 4-3-1 and Bylaw 3-1-1. Further, OHSAA issued a penalty on CMSD before it completed its investigation. Public policy certainly favors investigations proceeding in a proper manner, rather than issuing a penalty before a violation has been found.

CONCLUSION

This Court emphasizes that it is not asked, nor permitted, to determine who is entitled to play in the Playoffs. It is beyond the scope of this Court's authority to order that one team be entered into the Playoffs over another, or that one team advance in the Playoffs over another.

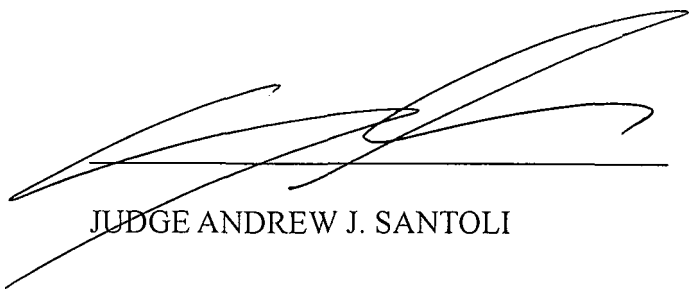
The limited issue before this Court is whether Plaintiffs have proven the elements necessary for injunctive relief and, subsumed within that analysis, whether OHSAA's decision banning Glenville from the playoffs was made arbitrarily. As this Order explained, Plaintiffs have proven by clear and convincing evidence that this decision was arbitrary because it was made before the investigation was completed and shall remain in the Playoffs at this time.

This Court orders OHSAA to determine Salem's opponent forthwith, consistent with this Order, either by rescheduling the Glenville/University School Playoff game, declaring that University School forfeited the October 31, 2026 rescheduled Playoff game, or other appropriate remedy.

IT IS SO ORDERED.

11/3/26

DATE



JUDGE ANDREW J. SANTOLI

Good afternoon, US Football Families.

As you know, our team prepared and looked forward to competing in its match-up with Glenville, originally scheduled for the evening of Friday, October 30.

We were disappointed to learn of its initial cancellation when the OHSAA reached out to us Thursday afternoon, and surprised, this afternoon, when we learned of Judge Santoli's decision to issue a temporary restraining order reinstating the contest.

In light of this ruling, after consultation with the OHSAA, and in fairness to our team members, we have made the decision to not compete in the rescheduled contest. The court scheduled a hearing to make an ultimate determination on the merits of the case regarding Glenville's eligibility for Monday morning.

In the meantime, we will prepare to compete against Salem next week, depending on the final resolution of the legal process.

I appreciate everyone's support of our young men and their efforts as part of Team 137.

Exhibit A