

IN THE DISTRICT COURT OF PAYNE COUNTY  
STATE OF OKLAHOMA

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INDEPENDENT SCHOOL DISTRICT)  
NO. I-101 OF PAYNE COUNTY, )  
OKLAHOMA a/k/a GLENCOE )  
PUBLIC SCHOOL; GARRETT )  
SCHUBERT; KIP RACY, as )  
father and next friend of )  
Cameron Racy, a minor; )  
ASHLEY BATES, as mother )  
and next friend of Preston )  
Bates, a minor; MENDY )  
GARFIELD, as mother and )  
next friend of Hollis )  
Garfield, a minor; and GARY )  
KEN ROSSANDER II, as )  
father and next friend of )  
Gary Kent Rossander III, a )  
minor, )

Plaintiffs, )

v. )

OKLAHOMA SECONDARY SCHOOL )  
ACTIVITIES ASSOCIATION, )

Defendant. )

**COPY**

Case No. CJ-25-324

\* \* \* \* \*

**TRANSCRIPT OF TEMPORARY RESTRAINING ORDER**

Held this 5th day of September 2025

Before the Honorable Michael A. Kulling

Associate District Judge

\* \* \* \* \*

**REPORTED BY:** Jennifer Price, CSR, RPR

**A P P E A R A N C E S****FOR THE PLAINTIFFS:**

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- P R O C E E D I N G S -

1  
2 (On the 5th day of September 2025, with  
3 all parties present as indicated on the  
4 appearances, the following proceedings  
5 were had, to-wit:)

6 THE COURT: The Court is on the record at  
7 this time. This is the District Court of Payne  
8 County, Associate District Judge Michael Kulling,  
9 Case No. CJ-25-324.

10 In just a moment I'm going to have  
11 counsel enter their appearance by name, indicate who  
12 their clients are. Before I do so, I do have a few  
13 announcements for the public attending. This is a  
14 public hearing. All persons are welcome to be  
15 present in the hearing. I will direct all  
16 individuals please refrain from any outbursts or  
17 saying anything that would disrupt these  
18 proceedings. I've been advised there may be members  
19 of the press who are present, and that is acceptable  
20 as well. Again, this is a public hearing. There  
21 are certainly public interests in the hearing.

22 I've also been made aware that perhaps  
23 there may be a press member, or press members, who  
24 have the desire to utilize electronic devices to  
25 assist them in taking notes during the proceeding,

1 that's acceptable as well. However, I must advise  
2 all individuals not just press members, but any  
3 individuals, there will not be any toleration for  
4 anybody recording these proceedings. Do not record  
5 the proceedings.

6 Again, these are going to be held in open  
7 court. We'll have a reporter that will be taking  
8 down everything that every party says, but if you  
9 are present in this courtroom and if it comes to my  
10 attention you're recording the proceedings, I'll  
11 have a Deputy excuse from you the proceedings. I  
12 don't anticipate that being a problem.

13 Without further ado, we will start with  
14 the Plaintiffs. If the attorneys for the Plaintiffs  
15 will please identify yourselves by name. And, if  
16 you'd be so kind, go ahead and spell your name for  
17 the court reporter as you enter your appearance.

18 MS. WHITTEN: Absolutely.

19 Judge Burrage, if you'd like to start it  
20 off.

21 MR. BURRAGE: (Via video) Yes. This is  
22 Michael Burrage on behalf of the plaintiffs,  
23 B-U-R-R-A-G-E.

24 MS. WHITTEN: Hannah Whitten on behalf of  
25 the Plaintiffs, W-H-I-T-T-E-N.

1 MR. MARTIN: Michael Martin on behalf of  
2 the Plaintiffs.

3 MR. WHITTEN: Reggie Whitten on behalf of  
4 the Plaintiffs.

5 MR. SONNE: Blake Sonne on behalf of the  
6 Plaintiffs. That's S-O-N-N-E.

7 MR. HENNIGH: Kaleb Hennigh on behalf of  
8 the Plaintiffs, H-E-N-N-I-G-H.

9 MR. SAIN: Kevin Sain on behalf of the  
10 Plaintiffs, S-A-I-N.

11 THE COURT: Thank you, counsel.

12 If counsel for the defendants would  
13 please enter their appearance. If you would also be  
14 so kind, spell your name for the reporter.

15 MS. HUGHES: Yes, Your Honor.

16 Kayci Hughes for the Defendant Oklahoma  
17 Secondary School Activities Association. K-A-Y-C-I,  
18 and then Hughes.

19 MS. JONES: Jayci Jones for the  
20 Defendant. J-A-Y-C-I, and then Jones.

21 MR. CARTLEDGE: Jon Cartledge for the  
22 Defendant. J-O-N C-A-R-T-L-E-D-G-E.

23 THE COURT: Thank you to all counsel.

24 I'll remind counsel, please, as you  
25 address the Court for your arguments -- I realize

1 you've all entered your appearance at this time --  
2 but as you address the Court, before you make your  
3 arguments, if you'd please state your name again  
4 just to assure that we have an accurate record of  
5 who is speaking and who is saying what.

6           Before the Court today are several --  
7 well, one motion and a response. On August the 14th  
8 of this year, the Plaintiffs filed their verified  
9 petition for a temporary restraining order and  
10 declaratory and injunctive relief.

11           On August 15th, there was an order by  
12 this Court setting the hearing on that application.  
13 The matter was set pursuant to that order for  
14 today's date, September the 5th, at 9:00 a.m.

15           On August the 25th, the Plaintiffs filed  
16 their motion and brief for preliminary and permanent  
17 injunction.

18           On September the 4th, the Defendant filed  
19 its answer to the Plaintiffs' petition. And also,  
20 on September the 4th, the Defendant filed its  
21 response in opposition to Plaintiffs' application  
22 for preliminary and permanent injunction.

23           Counsel for the Plaintiffs, do you concur  
24 that those are the pleadings before the Court at  
25 this time?

1 MS. WHITTEN: Yes, Your Honor.

2 THE COURT: And counsel for the  
3 Defendant, do you concur those are the pleadings  
4 before the Court at this time?

5 MS. HUGHES: I do, Your Honor.

6 THE COURT: I appreciate that, Counsel.  
7 With those pleadings then the Plaintiffs  
8 are the moving parties. They have the burden of  
9 proof. The Plaintiffs may present their case at  
10 this time.

11 MR. BURRAGE: Thank you, Your Honor.  
12 Mike Burrage on behalf of the Plaintiffs.

13 And, Your Honor, I appreciate you  
14 allowing me to appear by video today.

15 But from a professional standpoint, this  
16 is probably one of the most important cases in my  
17 career that I've argued because it deals with such  
18 fundamental rights that are being violated, and it  
19 deals with the youth of our State who are being  
20 abused.

21 The case deals with the very basic right  
22 guaranteed to every individual in this country and  
23 makes it one of the greatest nations in the world,  
24 and this is the right to obtain an education of your  
25 choice. This right has been the path to success for

1 many Americans and allowed many to escape poverty or  
2 adverse circumstances endured during their youth.

3           This basic right to pursue an education  
4 of your choice is protected by the Federal and State  
5 Constitutions, as well as laws. And when this right  
6 is wrongfully interfered with, there are  
7 consequences, and rightfully so.

8           Going to this case, it involves four  
9 boys, 11th graders who enrolled at Glencoe's Public  
10 Schools: Cameron, age 17; Preston, 16; Hollis, 16;  
11 and Gary, 17.

12           The OSSAA has unlawfully denied their  
13 right to engage in certain sports activities by  
14 declaring them ineligible to participate in  
15 basketball for the 2025-'26 school year at Glencoe.

16           This action by the OSSAA is  
17 unconstitutional, unlawful, arbitrary, erroneous,  
18 capricious, and just flat wrong, Judge. It's just  
19 flat wrong, as we have pointed out in our briefs and  
20 will point out today.

21           But I tell you, Your Honor, this is not  
22 my first run-in with the OSSAA. I graduated from  
23 law school a long time ago, from OU in 1974, and I  
24 went to my home town in Antlers to start my law  
25 practice. I hadn't been there very long when a

1 mother called me about her daughter being denied a  
2 school transfer.

3 She made an appointment and came to the  
4 office with her daughter, who was going to be a  
5 senior in Rattan Public Schools. Rattan is about  
6 ten miles from Antlers. This family had been a part  
7 of the Rattan, Oklahoma community for their entire  
8 life, and the family ties went back for generations.

9 The family had a farm that consisted of a  
10 rather large acreage and they had built a new home  
11 about two miles from their existing home. When  
12 their daughter went to enroll for her senior year at  
13 Rattan, where she had attended since Kindergarten,  
14 she was told that the new home was in the Antler's  
15 School District.

16 Both school districts agreed to the  
17 transfer and thought it should be done. She could  
18 go finish out her last year, her senior year, at  
19 Rattan, where she had gone all her life, be with her  
20 friends and teachers that she had known all of her  
21 life, but the OSSAA said no. They gave her no  
22 reason why the transfer was denied. And needless to  
23 say, the family and the girl was devastated by this  
24 decision.

25 From what I have been able to gather

1 since the time I left Antlers, the OSSAA has a rich  
2 history of wrongfully denying transfers, and that  
3 continues to this very day. (Technical  
4 difficulties) They will not listen to the Governor  
5 of the State. They will not listen to the Attorney  
6 General. They will not follow laws passed by the  
7 Legislature.

8 Now, I'm not going to read our brief  
9 because I know the Court has done so. But basically  
10 what is under consideration are three actions: July  
11 10th, 2025, the OSSAA said the eligibility policy  
12 had been violated and that Coach Schubert had  
13 violated it because these students had attended open  
14 gyms or open night and they were considered linked,  
15 and a violation of Rule 9.

16 Now, in that -- in that denial, there's  
17 one thing that I think is extraordinary and also  
18 additionally unlawful. They wanted to know what  
19 discipline they were going to place on the coach  
20 before they acted on that issue.

21 I submit to you that's interfering with  
22 the school's contracts, their right to run a school.  
23 And that matter needs a little sunshine on it,  
24 because I don't think the OSSAA has the right to get  
25 into contractual issues, the hiring and firing of

1 personnel, and especially when the State law, as I  
2 will discuss later, allows for open transfers.

3 Then on July 24, 2025, the goalpost  
4 changed. Mr. Clark tells Mr. Reeves the reason that  
5 it was denied is because the kids did not unenroll  
6 at their previous school. There is no rule about  
7 unenrollment or enrollment. It's not written.

8 If you look at the transcript of the  
9 hearing before, the appeal, Ms. Whitten asked them:  
10 Where is this rule? Crickets. There is none.

11 So what I see here is a continuing  
12 practice of make-it-up-as-you-go, you know. We'll  
13 decide what the rules are as we go and as we -- as  
14 we determine what we think is proper.

15 But if you take their rule, their  
16 unwritten rule about enrolling or not enrolling,  
17 their rule (Technical difficulties) even if it's  
18 oral, defines the standards for accreditation for  
19 the Oklahoma School Manual put out by the State  
20 Department, because it specifically says: A student  
21 is not enrolled until they attend the first day  
22 of class.

23 THE COURT: Counsel, if you'll stop for  
24 just one moment. We're having some --

25 MS. WHITTEN: Feedback. I'm so sorry,

1 Judge. I'm so sorry, Judge. There's some screaming  
2 noise.

3 (Technical difficulties.)

4 MS. WHITTEN: Okay, Judge. I think you're  
5 good to continue. Apologies.

6 THE COURT: I apologize, Counsel, but we  
7 were having feedback.

8 MR. BURRAGE: I was commenting on the  
9 July 24th, 2025, telephone conference between  
10 Mr. Clark and Mr. Reeves where the goalpost was  
11 moved and the reason was changed for the denial,  
12 because the kids did not unenroll at their previous  
13 schools, or enroll.

14 But at the hearing, which is attached to  
15 our brief, the transcript shows there is no written  
16 rule about this. They make it up as they go. And  
17 their rule, says it's an oral rule say, and it's  
18 valid. It violates the standards for accreditation  
19 for the Oklahoma School Manual, because that rule  
20 says: A student is not enrolled until the first day  
21 of class.

22 They pre-enrolled by talking to the  
23 superintendent and so forth. But to impose a  
24 non-written rule that violates the standards for  
25 accreditation is not right.

1           Then on August 5th, 2025, they come out  
2 and say Rule 24, the Link Rule: The coach trained  
3 and/or coached five transfer students who were not  
4 officially enrolled at Glencoe. Well, they couldn't  
5 be officially enrolled because the first day of  
6 school hadn't started.

7           But be that as it may, again, it violates  
8 the State Department of Education rules.

9           So, I want to make a comment about the  
10 investigation, and we've set it out in our brief,  
11 and I won't go into detail about it, but these  
12 investigations were shoddy, result driven, and  
13 relied upon faulty facts, and we can go into that  
14 later.

15           But that's not the basic defect here that  
16 we're talking about, and I don't want the Court to  
17 lose sight of this.

18           The basic problem with this case is that  
19 this Rule 24 that they rely on violates 180 degrees  
20 the statute passed by the Oklahoma Legislature, the  
21 open transfer. And so they go to the Attorney  
22 General, or somebody goes to the Attorney General,  
23 and the Attorney General issues an opinion on  
24 September 16th, 2024, which is an exhibit to our  
25 brief.

1                   And I'll just point out certain  
2 provisions in it, Your Honor, if you have it there  
3 before you. It's in the first paragraph, the  
4 Attorney General says:

5                   "I demand that OSSAA cease and desist its  
6 enforcement of Rule 24. Concerning  
7 transfers to a non-resident school. the  
8 Oklahoma Legislature authorized students  
9 to transfer from one school to another,  
10 quote, 'at any time in the year unless the  
11 number of transfers exceeds the capacity  
12 of a grade level for each school within  
13 the receiving district.'"

14                   So the only limitation, the only  
15 limitation that the Legislature put on the open  
16 transfer was it cannot exceed the level of students  
17 that the school is authorized to receive.

18                   It goes along:

19                   "Historically, OSSAA unfortunately  
20 possesses a lengthy history of taking  
21 arbitrary and capricious actions against  
22 members of schools and students."

23                   Read that again: "The OSSAA  
24 unfortunately possesses a lengthy history of taking  
25 arbitrary and capricious actions against the member

1 schools and students athletes."

2 That is true. It's gone on for a long  
3 time. It continues to this day.

4 As written, Rule 24 unnecessarily impedes  
5 a student athlete from exercising their right of  
6 transfer. As applied Rule 24, leaves itself for  
7 arbitrary and capricious enforcement and confused  
8 compliance.

9 Now, I notice in the papers they filed  
10 yesterday, there's an affidavit that says they went  
11 and talked to the Attorney General. (Technical  
12 difficulties.)

13 I think one sentence was changed or  
14 something, but that doesn't change the fact that  
15 Rule 24 is unlawful and violates State law.

16 You don't see anything from the Attorney  
17 General withdrawing or reversing his opinion of  
18 September 16th, 2024. We don't have that here,  
19 because it doesn't exist. And we don't see Governor  
20 Stitt coming out with an additional statement saying  
21 the meeting at the Attorney General fixed Rule 24,  
22 because it didn't.

23 THE COURT: Just one moment. Just one  
24 moment, Counsel.

25 (Technical difficulties.)

1 MR. BURRAGE: Totally unlawful --

2 THE COURT: Counsel, just one moment.

3 Let's remove the batteries from all --

4 MR. BURRAGE: Can you hear me?

5 MS. WHITTEN: Yes, we can hear you just  
6 fine, Judge.

7 MR. BURRAGE: Okay.

8 MS. WHITTEN: For some reason there's  
9 mics in the courtroom that are picking up and  
10 they're screaming in this room as you are talking.

11 THE COURT: For the record, all mics have  
12 been disengaged. The Court will re-engage the mics  
13 once Mr. Burrage has completed his statement to the  
14 Court, we'll then re-engage the microphones.

15 MS. WHITTEN: Thank you, Your Honor.

16 THE COURT: Counsel, you can proceed.

17 MS. WHITTEN: Judge Burrage, you may  
18 proceed.

19 MR. BURRAGE: May I proceed?

20 MS. WHITTEN: Yes.

21 MR. BURRAGE: So, Judge, how did we get  
22 here, you know? How does this sort of thing happen,  
23 this continued violation of students' rights,  
24 violation of the Attorney General, and so forth,  
25 violation of the State statutes?

1 Well, we're going to get into this, but,  
2 you know, at every school event when a ticket's sold  
3 for \$10, the OSSAA takes \$7 of it. Now, do they  
4 have a right to do that? Well, we're going to find  
5 out. But it gives them millions of dollars,  
6 millions of dollars in their war chest.

7 They've got an executive director that  
8 makes \$250,000 or more, \$250,000. Can you imagine?  
9 Look at what the teachers make. Look at what the  
10 superintendents make. And then we've got this  
11 organization out there that's got a  
12 quarter-of-a-million-dollar dictator going around  
13 wreaking havoc at the schools. That salary, I mean,  
14 look at -- look at all other State officials. Look  
15 at your salary.

16 I mean, that has (technical difficulties)  
17 ridiculous, for them to take money from the school  
18 and spend it that way.

19 And what else do they do? They've got  
20 millions of dollars, hundreds of thousands of  
21 dollars to hire big law firms that can go in and  
22 crush these students in court.

23 These parents are hardworking parents.  
24 They're trying to make a living. They're trying to  
25 raise their kids and then they bring one of the

1 biggest law firms in the State and try to crush them  
2 like a bug.

3 Well, that's not going to happen here  
4 today. You know, sunshine is the best disinfectant.  
5 Their fundraising activities needs to be looked  
6 into; how they spend their money; how much do they  
7 spend on lawyers' fees going around to these schools  
8 and doing these things with students? All of that  
9 needs to be flushed out, and will be.

10 The Legislature, I think, is looking at  
11 further action. But to have a \$9 million or so, an  
12 executive director making a king's ransom every year  
13 and going around doing this sort of thing, it's got  
14 to stop. It's got to stop.

15 They won't listen to the Governor. They  
16 won't listen to the Attorney General. Judge, you  
17 are the only one that can put a stop to this. You  
18 are the only thing that stands between these  
19 students' and families' lives being devastated by  
20 the OSSAA. You're it. And that's how our system  
21 works.

22 And so we're here today asking for a  
23 preliminary injunction. There's four elements, and  
24 I'm not going to go through -- lengthy through with  
25 each one of them. But the likelihood of success on

1 the merits, I mean, Governor Stitt's office released  
2 this statement:

3 "When I fought for open transfer, it was  
4 to ensure that every student in Oklahoma  
5 had equal opportunity to succeed. For  
6 many students, athletics are an essential  
7 part of a well-rounded education. It is  
8 disappointing that OSSAA would continue to  
9 perpetuate a system that bars students  
10 from the opportunity to compete,  
11 especially when many students rely on this  
12 opportunity athletics provide to pursue  
13 higher education.

14 I urge the OSSAA to reconsider their  
15 position and let all eligible students  
16 compete."

17 That's still his position today. And he  
18 did fight for the open transfer for the people of  
19 the State, and the Legislature did enact it, and  
20 some bureaucratic agency with a multi-million-dollar  
21 budget, with a team of lawyers comes in and tries to  
22 get in the way of what the people have enacted by  
23 way of legislation. That's not right. That's not  
24 right.

25 So if the Governor and the Attorney

1 General say that they're doing wrong, I think that's  
2 a pretty good indication of the likelihood of  
3 success on the merits.

4 The second requirement, irreparable harm.  
5 How can you give back a kid 11th and 12th grade  
6 after time has passed? Their opportunity at that  
7 period in their life, they can never go back and  
8 regain it. That's irreparable harm.

9 Three, the relative effect on other  
10 interested parties. This needs to be stopped and it  
11 needs to be stopped today. And like I say, you are  
12 the one that can do that.

13 Number 4, the public policy concerns  
14 arising out of the issues of the injunctive relief.  
15 There are public policy concerns about what the  
16 OSSAA is doing, and a temporary injunction needs to  
17 be put in place to stop it. Then there needs to be  
18 hearing on a permanent injunction.

19 I would suggest that the Court issue the  
20 preliminary injunction today, set a time period so  
21 if either side wants to do discovery they can do so,  
22 have the hearing on the -- and then have the hearing  
23 on the permanent injunction. Because time is  
24 important here. Time is very important. I think  
25 basketball practice starts in October. So putting

1 this off will be irreparable harm in and of itself.

2 So, in summing up on the preliminary  
3 injunction, Judge, these students, these families,  
4 this coach, this school district have been wronged,  
5 and it's been wronged by denying these transfers.  
6 These students don't need this done at this point in  
7 their life.

8 It's like the Oklahoma Supreme Court  
9 pointed out in one of its opinions: This time of  
10 life, and with regard to athletics, it's important.  
11 And it's important that they be allowed to pursue  
12 their education.

13 And one aspect of this that has not been  
14 brought out but will be, and that is the effect on  
15 the mental health of these kids that the OSSAA, when  
16 they come in and crush their dreams, when they come  
17 in and say you're not eligible to play, what effect  
18 it has on their lives; what effect it has on the  
19 families' lives.

20 So that's our request.

21 Hannah is going to address the issues  
22 that they filed late yesterday, with the Court's  
23 permission, at this time. Thank you, Your Honor.

24 THE COURT: Thank you, Counsel.

25 MS. WHITTEN: Hello, Your Honor. I

1 appreciate you giving us an opportunity to argue the  
2 merits of our temporary restraining order at this  
3 time. I would like to --

4 THE COURT: Actually, Counsel, I  
5 apologize for cutting you off. We're going to  
6 re-engage the mics at this time while --

7 MS. WHITTEN: Absolutely. I apologize.  
8 I should've thought of that.

9 (Microphones being re-engaged.)

10 MS. WHITTEN: Your Honor, if I may pick  
11 up where Judge Burrage left off. I'd like to  
12 supplement the record with Exhibit 12. This is an  
13 exhibit starting off with an affidavit of a young  
14 woman who was denied eligibility originally by the  
15 OSSAA, and was actually represented by Mr. Kevin  
16 Sain.

17 He was able to resolve the eligibility  
18 crisis. But during her denial of eligibility, you  
19 will see that she suffered many sleepless nights  
20 worried about whether she would be able to play  
21 basketball.

22 She came from a family that's extremely  
23 athletic and basketball was one of her greatest  
24 loves. As you'll hear later, from these clients,  
25 this is also their great love of life is sports and

1 basketball.

2 "At my lowest, during the eligibility  
3 crisis, I was consistently worried about  
4 whether I was going to be able to play and  
5 could not believe the OSSAA was doing this  
6 to me. I am so thankful to my family and  
7 Kevin Sain for fighting for me and  
8 protecting me against the OSSAA's  
9 arbitrary control over minors in  
10 Oklahoma."

11 Your Honor, I submit to you that there  
12 are many children and parents in the State of  
13 Oklahoma that cannot afford to retain an attorney to  
14 fight the OSSAA in a court of law like we are here  
15 today.

16 The next couple of pages are other  
17 personal experiences submitted to us by families  
18 that heard about this case and wanted to get  
19 involved to prevent the OSSAA's further interference  
20 with parents' ability to choose the school best for  
21 them, and their kids' ability to play ball at those  
22 schools.

23 So if I may briefly touch on a couple  
24 aspects before I get into their response to us is,  
25 on page 9 of our brief, and I apologize, Your Honor,

1 I should've brought an extra copy of the Standards  
2 For Accreditation of Oklahoma Schools, but I think  
3 this is really important in this case.

4 Your Honor, the Standards For  
5 Accreditation of Oklahoma Schools provides that:

6 "Students are to be placed on roll the  
7 first day that the student actually  
8 attends class and participates in their  
9 instructional program."

10 That becomes relevant in their response.  
11 For purposes of our verified petition and our brief  
12 in support of our temporary and permanent  
13 restraining order, we use words such as  
14 "pre-enroll," "unenroll," and "enroll." And that is  
15 because, to this day, Your Honor, Plaintiffs are  
16 deeply confused about what process they failed to  
17 complete.

18 Glencoe is a very small public school in  
19 the State of Oklahoma. There is no formal  
20 pre-enrollment process at Glencoe Public Schools.

21 Later, Your Honor, I am going to ask  
22 Mr. Jay Reeves, and superintendent of Glencoe Public  
23 Schools, to get on the stand and explain to you,  
24 from his perspective, the facts that he witnessed in  
25 this eligibility crisis.

1           But he'll explain to you that the person  
2 who controls Glencoe, at the Standards of  
3 Accreditation at the Education Department in the  
4 State of Oklahoma, informed him that he is not able  
5 to enroll a student until they attend their first  
6 day of class, and he received those guidance way  
7 before the OSSAA eligibility crisis began.

8           And I submit to you that the OSSAA does  
9 not have the ability to have contradicting standards  
10 that are set out by the State Department of  
11 Education, but that is actually what this case is  
12 about, Your Honor. They are not only contradicting  
13 the standards for accreditation of Oklahoma schools,  
14 they don't even have a written rule that speaks to  
15 the fact that you have to do some type of  
16 pre-enrollment before attending a team camp.

17           In fact, the eligibility rule that they  
18 switched to, originally it was Rule 9, recruiting,  
19 then they said, now it's Rule 24, link. Well, if  
20 you look at Rule 24, the word "enroll" is not even  
21 in the rule at all. So I just wanted to cover some  
22 of those really important aspects before I got into  
23 their brief specifically.

24           So, Your Honor, I would like to begin on  
25 page one of their response brief. It surprised me

1 that they would allege: Plaintiffs do not deny that  
2 the student athletes are linked to Coach Gary  
3 Schubert.

4 I'd like to state for the record, Your  
5 Honor, we absolutely do deny that the Link Rule has  
6 been violated in this case, as evidenced by the  
7 multiple-page brief we submitted to the Court and  
8 the further fact witnesses that we'll be putting on  
9 today, Your Honor, to flesh out this situation for  
10 you.

11 I think it's important to note that they  
12 actually lay out this exact problem.

13 So there's a really narrow timeline at  
14 issue here, Your Honor. The Morrison Public School  
15 year ended in May 15th of 2025. The team camps at  
16 issue are May 29th, 2025. The transfer portal first  
17 opens June 1st, 2025, and it closes July 15th.

18 So the only time that a student can  
19 submit a formal transfer paper, the very 'first day  
20 is June 1st, 2025. So the only time that Coach  
21 Garrett Schubert coached any of these boys was at a  
22 Glencoe team camp, as Glencoe coach, teaching  
23 Glencoe students.

24 Each one of these students' parents had  
25 spoken with Jay Reeves and he had told them: I have

1 room for you. My biggest class is a class of 30. I  
2 could take ten students in each class and be  
3 completely fine. You are welcome at Glencoe, and  
4 you are pre-enrolled.

5 All of that occurred before the team camp  
6 that is the basis of the eligibility crisis that  
7 began in July.

8 I additionally will submit to you, Your  
9 Honor, that they submitted a very detailed complaint  
10 from Morrison Public Schools superintendent, Lori  
11 Justice. This is a very small community, Your  
12 Honor. Coach Garrett's sister is the athletic  
13 director at Morrison. Several of these boys have  
14 little sisters that still go to Morrison High  
15 School. These are interwoven communities, so I  
16 think that's very relevant.

17 But Lori Justice refers to a conversation  
18 in their exhibit, I believe it is 3-4, Your Honor,  
19 and it says, quote:

20 "I visited with our high school principal  
21 on July 15th, 2025, about how the transfer  
22 paperwork was completed for the four  
23 players mentioned above.

24 He told me that he completed the forms,  
25 stating 'no' to all the questions on the

1 form due to the sibling relationship  
2 between our athletic director and Garrett  
3 Schubert. He said that he did not want to  
4 cause any family problems between Hillary  
5 and Garrett."

6 So I just submit to you, Your Honor, and  
7 this will be, for the Court, Plaintiff's Exhibit 13.  
8 So let me stamp this for you.

9 But this occurred last night. And  
10 unbeknownst to me, there is a relationship between  
11 one of our clients, Gary Kent Rossander, II, and the  
12 principal at issue.

13 So he texted him last night about an  
14 exhibit referenced by Defendant OSSAA. And he  
15 disputes this testimony. And I'll read it into the  
16 record:

17 "I didn't ever issue a statement to OSSAA,  
18 nor was I contacted. Furthermore, I was  
19 not informed of anything Lori ever  
20 apparently sent in on my behalf. I will  
21 be addressing that."

22 So, Your Honor, one, I submit the OSSAA  
23 is relying on false evidence. This will be fleshed  
24 out in discovery. We are asking you for an  
25 expedited discovery schedule. I have already asked

1 the OSSAA for several witnesses to be deposed,  
2 including Mike Clark and David Jackson. We are  
3 going to be adding Lawson to the list of subpoenaed  
4 witnesses that we'll be deposing in this case.

5 So, moving forward. In their response,  
6 they then attack the sufficiency of our verification  
7 of our petition. And I submit to you that we  
8 attached several affidavits to our verified  
9 petition, Your Honor. I know that you have them.  
10 If you want extra copies, I'd be happy to provide  
11 those to you, but those are Exhibits 1 through 5 in  
12 the verified petition.

13 It is the affidavit of Ashley Bates; the  
14 affidavit of Gary Rossander, II; the affidavit of  
15 Mendy Garfield; the affidavit of Kip Racy; the  
16 affidavit of Garrett Schubert, and you will be  
17 hearing from many of these people today, Your Honor,  
18 but they verify the facts in our petition.

19 I submit to you that if you further  
20 believe that you need further verification, those  
21 facts will be verified on the stand today. So we do  
22 dispute that claim.

23 Um, so again, Your Honor, on 13, of their  
24 brief, they state that the student athlete  
25 plaintiffs are ineligible to play varsity basketball

1 at Glencoe for the 2025-2026 school year because  
2 they violated Rule 24, the Link Rule, by attending a  
3 Glencoe camp with Coach Schubert on May 29th, May  
4 30th, 2025, before submitting applications to  
5 transfer in June from their previous schools.

6 I challenge a single member of OSSAA's  
7 counsel to articulate to the Court today how exactly  
8 these parents were supposed to submit a transfer  
9 application to a portal that had not opened yet. It  
10 literally did not open until June 1st, and this is  
11 just days before the portal opens.

12 These parents have all already been  
13 verbally approved by the Glencoe superintendent, and  
14 the OSSAA was aware of that. They've actually  
15 attached evidence to their response that Tony Holt,  
16 the athletic director, told Mike Clark that  
17 literally the superintendent had told every single  
18 parent that: You are enrolled. We have room for  
19 you. This is pre-enrollment. I can't enroll you  
20 until the first day, but we've got room for you and  
21 we're excited for you to be a Glencoe panther.

22 So if there is some type of  
23 pre-enrollment process that they're able to  
24 articulate to you today, Your Honor, I submit that  
25 Glencoe met that in this case.

1           Furthermore, Your Honor, they allege that  
2 Plaintiffs cannot produce any evidence that the  
3 OSSAA applied the Link Rule in an arbitrary or  
4 capricious fashion.

5           I submit to you, this is supplemental.  
6 Exhibit 14, I received an anonymous tip to my  
7 office, and I provided this to counsel in an email.  
8 Later on, I received a call from the person who  
9 submitted this. Her name is Sarah Hale. She's a  
10 teacher at Buffalo Valley. And Buffalo Valley and  
11 Talihina are neighboring schools. There are eight  
12 girls who played on the softball team at Buffalo  
13 Valley, and a coach actively recruited, or is linked  
14 to these girls.

15           She actually taught them how to, quote,  
16 "beat the OSSAA."

17           The principal wants to be deposed in this  
18 case. The science teacher wants to be deposed in  
19 the case. They feel like the OSSAA did not take  
20 their complaints about links and recruiting  
21 seriously.

22           That school, Buffalo Valley, does not  
23 have a softball team anymore because Talihina took  
24 all eight girls over to their team.

25           So the argument that we don't have

1 evidence that their filing was arbitrary and  
2 capricious is in bad faith, because I submitted this  
3 before they even submitted their response to the  
4 Court. They don't address that in their response at  
5 all.

6 Furthermore, I notice that they did not  
7 address the fact that the Governor of the State of  
8 Oklahoma, who signed the open transfer law into law,  
9 has stated that they are acting contrary to the  
10 legislative intent of the Legislature of Oklahoma.

11 Your Honor, that -- I'm not sure if there  
12 is piece of evidence that speaks to stronger  
13 Legislative intent in any case.

14 THE COURT: Counsel -- Counsel, if I  
15 may --

16 MS. WHITTEN: Yes, Your Honor.

17 THE COURT: You might want to look at  
18 this exhibit. I think you've marked it 13 and  
19 you've referred to it as "14."

20 MS. WHITTEN: Oh. Thank you, Your Honor.  
21 You're exactly right. This is Exhibit  
22 14. I appreciate that, for the record.

23 THE COURT: Thank you, Counsel.

24 MS. WHITTEN: Thank you, Your Honor.

25 If I may point you to page 15 of their

1 brief. I was surprised to read that it says:

2 "It goes without saying that the student  
3 athlete plaintiffs could not have been  
4 enrolled at Glencoe when they had not yet  
5 filed an application to transfer to  
6 Glencoe."

7 On this, we agree. They cannot file a  
8 transfer. It literally does not exist. That  
9 process does not exist before team camps. Team  
10 camps occurred all over this State with kids who use  
11 their one-time transfer and had not applied to the  
12 transfer portal.

13 Several schools and athletic directors  
14 have spoken to Jay Reeves and have told him that  
15 this exact situation has happened at their school,  
16 and not a single student is losing eligibility. I  
17 must ask: Why is Glencoe the only school facing  
18 this issue?

19 In their brief, they actually admit to  
20 that. They say only four kids, the kids in our  
21 case, and one other child this year are getting  
22 eligibility denied for the Link Rule. I have to  
23 ask: Why is that? Why is it that public schools  
24 all over the State of Oklahoma did the exact same  
25 thing that Glencoe did but Glencoe is the only one

1 getting dragged through the mud today?

2           These boys are the only ones having to  
3 check out of school and be here today to fight for  
4 their right to play basketball. I submit to you  
5 that that is arbitrary and capricious.

6           Your Honor, on page 16, this truly was  
7 the page that shocked me in reading their brief.  
8 Because they make the argument -- and I actually  
9 have highlighted it several times, Your Honor --  
10 they say over and over that "if these kids were  
11 planning on attending Glencoe when they participated  
12 in the team camps, then the Link Rule doesn't  
13 apply."

14           And just for the record, Your Honor, I  
15 have to read this:

16           "In the imaginary scenario where the  
17 student athlete plaintiffs were already  
18 Glencoe students when they attended the  
19 team camp, by attending Glencoe or being  
20 enrolled, or planning to attend, then they  
21 would be unable to satisfy the second  
22 element of the Link Rule because they  
23 could not subsequently transfer to Glencoe  
24 to follow Coach Schubert if they already  
25 attended Glencoe."

1                   So under OSSAA's counsels' own argument,  
2 they admit that if they're planning to attend,  
3 they're a Glencoe student.

4                   Your Honor, every single kid and parent  
5 would come up to the stand today and tell them that  
6 they were planning on attending when they  
7 participated in these camps. And the OSSAA knew it.  
8 They attached evidence to their brief that they knew  
9 these kids were planning on attending when they  
10 attended the camp.

11                   OSSAA's own counsel, in their brief,  
12 admits that they cannot establish the second element  
13 of the Link Rule because these kids were planning on  
14 attending Glencoe when they participated in the team  
15 camp. And they have not provided a single bit of  
16 evidence to dispute that these kids were planning on  
17 attending when they participated in the team camp in  
18 May.

19                   Over and over, on page 16, "if these kids  
20 were planning to attend."

21                   Stated another way: "If the student  
22 athlete plaintiffs were already attending Glencoe,  
23 or enrolled, or planning to attend Glencoe when they  
24 attended the team camp, then the Link Rule would not  
25 be violated;" over and over.

1 I submit to you that that is exactly what  
2 this case is about, Your Honor. That's exactly why  
3 this is so arbitrary and capricious.

4 Very, very briefly. Their brief  
5 discusses that I, at the appeals hearing, discussed  
6 that Gary Kent Rossander had been on crutches all  
7 summer. He had a fractured hip. So I guess the  
8 attorneys went and scoured a minor's Instagram. The  
9 decided to add pictures of a minor's social media to  
10 a public pleading to allege that somehow he was on a  
11 tractor at his parents' property before the team  
12 camp, and that somehow means he can participate in  
13 contact sports.

14 Your Honor, I submit to you, I have  
15 supplemental Exhibit 15. This is a doctor's note.  
16 Now, I didn't go to medical school, but I submit to  
17 you that nobody in this room knows better than this  
18 doctor about Gary Kent Rossander's ability to  
19 participate in the exact team camp that they're  
20 denying him eligibility for.

21 So this is Exhibit 15 for the record.  
22 This is from Diesselhorst Sports, and -- oh, thank  
23 you, Your Honor -- from Diesselhorst Sports and  
24 Orthopedics, and it says:

25 "Patient has been cleared for basketball

1 related activities such as conditioning  
2 and strengthening. Patient has not been  
3 given a full release at this time and is  
4 not to participate in full contact until  
5 further notice."

6 This was 7/7/2025. And I will be calling  
7 Gary Kent Rossander to the stand, Stephanie  
8 Rossander to the stand, to discuss these injuries  
9 and the fact that he was unable to participate in  
10 this team camp.

11 Despite the OSSAA having the exact  
12 evidence that this kid was unable to participate,  
13 instead they double down on this in their brief and  
14 somehow accuse this kid, because he's working on a  
15 tractor on his parents' property, that that's  
16 evidence that he participated in a team camp that he  
17 did not participate in.

18 Your Honor, I'd be happy to address any  
19 of your questions as far as their arguments on the  
20 law. I do believe that they do not articulate a  
21 single public policy reason for why that they would  
22 suffer irreparable harm and we would not.

23 And I additionally think Exhibit 12, that  
24 speaks to the mental health impact of children who  
25 are having to fight a group of adults about

1 eligibility, is another reason, on top of all the  
2 other public policy reasons we've submitted to you.

3           And after the OSSAA has an opportunity to  
4 rebut, I would be so grateful if Your Honor would  
5 allow us to put on witnesses to discuss some of the  
6 facts that I've laid out to you.

7           THE COURT: Thank you, Counsel.

8           The Defendant may be heard.

9           MS. HUGHES: Yes, Your Honor. And with  
10 permission, I have a demonstrative aid I'd like to  
11 use as I make my remarks.

12           THE COURT: You may.

13           MS. WHITTEN: Do you guys have a copy of  
14 that for us?

15           MS. HUGHES: I do not. It's a -- we're  
16 not marking it as an exhibit. It's just a  
17 demonstrative aid.

18           MR. WHITTEN: We need to see it. Can we  
19 take a picture of it so we can --

20           MS. HUGHES: Absolutely. Yeah.

21           (Pictures of the aid being taken.)

22           THE COURT: Just one moment, Counsel.

23           For the record, the Defendants have  
24 produced a demonstrative aid. It is titled  
25 Eligibility Timeline. It has been set up in the

1 courtroom. It is in view of the Court. The Court  
2 can see the exhibit.

3 Counsel for the Plaintiffs have been  
4 given the opportunity to also view the exhibit, and  
5 also take photographs of the exhibit. That's all  
6 been done with the permission of the Court.

7 I'll remind counsel again, please -- I  
8 know I'm having you identify yourselves frequently,  
9 but identify yourself before you speak just so the  
10 record is perfectly clear.

11 You may proceed.

12 MS. HUGHES: Yes, Your Honor.

13 Yes, Your Honor. This is Kayci Hughes on  
14 behalf of the Defendant Oklahoma Secondary School  
15 Activities Association.

16 THE COURT: Thank you, Counsel.

17 MS. HUGHES: So I'm going to refer to my  
18 client in a lot of my remarks today as the "OSSAA,"  
19 which is the acronym for their name. It's just a  
20 lot shorter and easier to say.

21 So OSSAA is a voluntary, nonprofit  
22 association of secondary schools within Oklahoma,  
23 which coordinates and supervises and regulates  
24 certain competitive activities for 482 member  
25 schools.

1           As part of its role, OSSAA enforces the  
2 rules and procedure adopted by its member schools,  
3 including Glencoe Public School.

4           Specifically, OSSAA is responsible for  
5 enforcing athletic eligibility rules for high school  
6 sports. The OSSAA permits students to transfer from  
7 one member school to another once without losing  
8 eligibility.

9           However, the right to transfer is not  
10 without restriction. Rule 8 of the OSSAA rules,  
11 which is attached to our response brief, Your Honor,  
12 as Exhibit 1, Rule 8 governs establishing and  
13 maintaining eligibility of student athletes.

14           Pursuant to Rule 8: "A student must be  
15 lawfully enrolled at a member school in order to  
16 participate in athletics." Says it rights there in  
17 black and white.

18           In other words, a student cannot  
19 participate in athletics at a school he or she does  
20 not attend. A student who transfers because they  
21 are recruited can lose eligibility under Rule 9.  
22 And a student who transfers to a school to play for  
23 a coach to whom they are previously linked through  
24 coaching, training, or a camp, likewise, loses  
25 eligibility for one year. This rule is known as the

1 Linked Rule or Rule 24.

2           These restrictions prevent students from  
3 placing an undue emphasis on athletics. They  
4 promote competitive equity amongst member schools  
5 that are competing in athletics. It avoids  
6 misdirection of scarce educational resources and  
7 prevents students from being exploited for their  
8 athletic abilities.

9           Athletics should be a compliment to the  
10 student's academic education, not the driving force.

11           Thus, these rules exist to protect  
12 student athletes and ensure fairness in competition.

13           Importantly, each of these rules are  
14 voted on and implemented based on the votes of the  
15 member schools in favor of those rules.

16           The vast majority of students maintain  
17 their eligibility under these rules. For this  
18 school year, for example, which has just begun, the  
19 OSSAA has already processed 949 transfer and  
20 hardship requests. OSSAA has approved 908 of those  
21 transfer requests, or 96 percent.

22           In this case, for the 2025-2026 school  
23 year, the plaintiff student athletes transferred  
24 from Morrison and Perry Schools to Glencoe, but they  
25 have been denied eligibility because they did

1 violate the Linked Rule. Only these Plaintiffs, and  
2 one other student, have been denied eligibility this  
3 year as a result of the Linked Rule.

4 Your Honor, the Linked Rule provides that  
5 a student athlete changing from one school to  
6 another, after establishing eligibility in the 9th  
7 grade, shall be ruled ineligible for varsity  
8 participation for one year if any one of four things  
9 are proven.

10 The first: If a coach of the receiving  
11 school coached an out-of-school team on which the  
12 athlete played prior to the transfer; or 2, the  
13 coach of the receiving school acted as a private  
14 athletic instructor for the athlete changing  
15 schools, regardless of whether the coach was paid;  
16 or 3, the student participated in a sports camp or  
17 clinic run by a member school and/or its coaches; or  
18 4, the player who played for a coach at one school  
19 followed the coach when he or she moved to a new  
20 school within a 12-month period.

21 This current version of the Linked Rule  
22 was voted on by the membership in April of this year  
23 and became effective on May 1st, 2025.

24 94 percent of the membership voted in  
25 favor of the Linked Rule, including Glencoe. Those

1 voting results are attached as Exhibit 2-1 to our  
2 response brief.

3           Since the transfer portal first opens on  
4 June 1st for students that wish to transfer for the  
5 upcoming school year, the lookback period for the  
6 Linked Rule this year was the month of May.

7           Typically, the lookback period would be  
8 for a full calendar year, but because the rule  
9 became effective May 1st, 2025, the lookback period  
10 would be the month of May, up until the time the  
11 student transfers to its new school.

12           Here the facts before the Court are not  
13 in dispute. These students participated for Glencoe  
14 at a team camp on May 29th and 30th, before they  
15 ever applied to transfer from their current school  
16 to Glencoe.

17           As counsel for plaintiff athletes pointed  
18 out, they couldn't have transferred by May 29th or  
19 30th, because the transfer portal didn't even open  
20 until June 1st. This is not the only relevant fact,  
21 but it is all that is needed to prove that they  
22 violated the Link Rule. Participation at the team  
23 camp, when they had not yet even applied to transfer  
24 to Glencoe Schools, linked the students to Glencoe's  
25 coach, Coach Garrett Schubert.

1           But let's take a moment and look at how  
2 we got here. And I've got this timeline that I'm  
3 going to kind of walk us through the events. But  
4 before we start with the timeline, in Exhibit 3-6 to  
5 our response brief, there is a July 16th email from  
6 the superintendent of Morrison Public Schools, Lori  
7 Justice. And Counsel referred to this email in  
8 their opening remarks.

9           And Lori Justice reported to the OSSAA,  
10 in July, that Coach Garrett Schubert approached her  
11 in December of 2024, and asked her would there ever  
12 be a chance he could become the head boys basketball  
13 coach at Morrison Public Schools. That's where  
14 Coach Schubert's son was attending in December of  
15 2024.

16           He wanted to coach his son and he wanted  
17 to coach some of the players on his AAU team, which  
18 includes the plaintiff student athletes in this  
19 case.

20           He told Ms. Justice that -- Ms. Justice  
21 told him that likely he would not be able to be a  
22 head basketball coach at Morrison, because the  
23 District's preference is to hire teachers as  
24 coaches, and Mr. Schubert was not a teacher.

25           He told Ms. Justice that he was going to

1 have the opportunity to coach these boys somewhere  
2 else if Morrison didn't give him that opportunity.

3 In February of 2025 -- and this is where  
4 we begin on our timeline, Your Honor -- Glencoe  
5 fires their current -- then current basketball  
6 coach, Sam Baker. He was allowed to finish that  
7 basketball season for the spring, but they told him  
8 he would not be returning in the fall to coach boys  
9 basketball.

10 And we've submitted an affidavit of Coach  
11 Sam Baker, which is Exhibit 4 to our response.

12 Sam Baker said that he was terminated  
13 because Mr. Reeves told him Glencoe needed someone  
14 else who could bring kids into the program.

15 Mr. Baker was shocked by that remark  
16 because as a coach he understood he wasn't permitted  
17 to recruit kids into his program. Nevertheless,  
18 Mr. Baker finishes the current basketball season.

19 But around the first week of March, Mr.  
20 Baker sees an announcement on Garrett Schubert's  
21 Facebook page that he has been named the new Glencoe  
22 head basketball coach.

23 OSSAA staff member Mike Clark, who is the  
24 liaison to the member school athletic directors,  
25 sent out a reminder to all of the member schools in

1 April of 2025 reminding them that Rule 24 would be  
2 reinstated, effective May 1st. This is attached to  
3 our brief as 3-1.

4 His email also reminded all of the  
5 athletic directors that open houses should not be  
6 athletic oriented, and please do not let them be  
7 involved in athletic activities.

8 Glencoe's superintendent, Mr. Reeves,  
9 replied to that email and told Mr. Clark: Thanks.  
10 Thanks for the update. Thanks for the information.

11 So, information starts to pour into the  
12 OSSAA beginning in May. And what the OSSAA learned  
13 is that beginning in May, Coach Schubert started  
14 holding open gyms in the Glencoe gym, where current  
15 Glencoe basketball players and other students within  
16 the community, or students who might be thinking  
17 about transferring to Glencoe could come play pickup  
18 games. Coach Schubert supervised these open gyms.

19 On May 17th and 18th, Coach Schubert gave  
20 his AAU team Glencoe jerseys to play in an AAU  
21 tournament. Now, these boys have been playing AAU  
22 basketball for years. Suddenly, May 17th and 18th,  
23 they don't have jerseys and they need the Glencoe  
24 jerseys?

25 On May 20th, the evidence shows that

1 Glencoe held a parent night for the current Glencoe  
2 basketball players and for the students. The four  
3 Plaintiffs in this case that were thinking of  
4 transferring to Glencoe, tour the locker room, got  
5 the new uniform hanging in the locker. I mean, this  
6 was all about athletics.

7           Then, on May 27th, Glencoe hosts a youth  
8 camp. And as schools often do when they host youth  
9 camps -- right? The older players come. They help  
10 with the younger kids. These plaintiff student  
11 athletes attended and helped at that youth camp on  
12 behalf of Glencoe.

13           But most importantly, on May 29th and  
14 30th, Glencoe takes its AAU basketball team, the  
15 Glencoe High School basketball team, to a team camp  
16 at Mannford High School. And this is where the link  
17 is established.

18           This is prong three of Rule 24, the  
19 Linked Rule, which I've read -- I recited to you a  
20 moment ago, which: "A student that participates in  
21 a sports camp or clinic run by a member school  
22 and/or its coaches."

23           We heard from Ms. Whitten. I think she  
24 said in her opening remarks that the Morrison Public  
25 Schools ended their season -- or ended their school

1 year on or about May 15th. So, literally, within  
2 days of the school year ending, they're playing on  
3 the Glencoe High School basketball team.

4 All of these facts were confirmed by  
5 Glencoe's athletic director, Tony Holt. You'll hear  
6 testimony from Michael Clark later. He reached out  
7 to Tony Holt. He reported these facts that had been  
8 reported to him by other schools, and he asked him  
9 to look into it.

10 Mr. Holt checked with Coach Schubert and  
11 confirmed that all of this was true. These facts  
12 are not in dispute.

13 What you did not hear from Plaintiffs'  
14 counsel was that, wait a minute. Our boys aren't  
15 linked. They didn't play in the team camp on May  
16 29th or 30th. They weren't being coached by Coach  
17 Schubert. Quite to the contrary. Ms. Whitten stood  
18 here and told you they did play for the Glencoe High  
19 School basketball team. The Glencoe basketball  
20 coach coached them, and that all occurred on May  
21 29th and 30th.

22 Now, you've heard a lot of both -- both  
23 counsel that spoke for the Plaintiffs that the  
24 Linked Rule was unfair because it doesn't say in  
25 there anywhere that these students have to unenroll

1 in their previous school.

2 And, you know, Your Honor, the word  
3 "unenroll" does not appear in the Linked Rule or any  
4 other rule that the OSSAA has. This is a straw man  
5 argument to divert the Court's attention away from  
6 the undisputed facts. There is no rule that speaks  
7 to unenrollment.

8 But in order to transfer and attend a new  
9 school, students are required by the Education Open  
10 Transfer Act that the Oklahoma Legislature  
11 implemented, to complete a transfer application.  
12 This is spelled out in black and white in Title 70  
13 Section 70-8-103(A) of the Oklahoma Statutes.

14 That's the first step. If you want to  
15 transfer and you want to go to a new school, you  
16 have to complete a transfer application. That  
17 process is important because, yes, under the  
18 Education Open Transfer Act, a student can transfer  
19 to any school of its choice, so long as that school  
20 has room for them.

21 And the way it's determined whether a  
22 school has room or not is based on the order in  
23 which they receive the transfer applications.

24 So filling out the application and  
25 submitting it to the Oklahoma Department of

1 Education is a very important step. It is the first  
2 step in the process.

3 On May 29th and 30th, when these boys are  
4 being coached by Coach Garrett Schubert, playing in  
5 Glencoe basketball jerseys, on the Glencoe  
6 basketball team, they are not Glencoe students.  
7 They haven't even applied to transfer to Glencoe  
8 yet.

9 Pursuant to Rule 8, which I mentioned  
10 earlier: A student must be lawfully enrolled in a  
11 member school in order to participate in athletics.  
12 In other words, a student can't participate in  
13 athletics at a school he or she does not attend.  
14 Again, this is common sense.

15 In addition, OSSAA Board Policy 11, which  
16 is attached as Exhibit 9 to our brief, likewise,  
17 provides, with regard to team camps: All school  
18 team members must be enrolled at the school for  
19 which they participate during a team camp.

20 These students weren't enrolled at  
21 Glencoe. They hadn't even applied to transfer to  
22 Glencoe. There's no way they could have been  
23 enrolled.

24 In addition, that same Board Policy 11,  
25 part D, limits participation to students who attend

1 the school, or who are enrolled and planning to  
2 attend the school.

3 Now, in Ms. Whitten's opening remarks,  
4 she referred you to page 16 of our brief. And she  
5 said, oh, my goodness, we have -- we have completely  
6 taken an inconsistent position. We have said, as  
7 long as they're planning to attend, that's good  
8 enough. That is not what we said in our brief. She  
9 misread it.

10 What it said was: They have to either  
11 already be attending -- in other words, they're a  
12 current student, or they have to be enrolled and  
13 planning to attend; not or planning to attend. "And  
14 planning to attend." And that mirrors exactly  
15 what's in Board Policy 11 of the OSSAA.

16 So when did the Plaintiffs apply to  
17 transfer to Glencoe Schools? It happened at various  
18 times. The portal opens on June 1st. That's the  
19 first date any student can apply to transfer for the  
20 upcoming year.

21 And Plaintiff Hollis Garfield does, in  
22 fact, apply on June 1st. Preston Bates applied on  
23 June 2nd. Mr. Gary Kent Rossander applied on the  
24 4th, and Cameron Racy applied on the 12th. So they  
25 applied at various times.

1 But, importantly, none of them had  
2 applied at the time they were linked and played for  
3 Coach Schubert for a school they did not attend.

4 Your Honor, Plaintiffs have brought a  
5 motion for a temporary injunction, but make no  
6 mistake. What this is really is, this is Plaintiffs  
7 asking to unilaterally enact a referendum on a  
8 member passed rule, the Rule 24, approved Linked  
9 Rule.

10 Plaintiffs argue to this Court that Rule  
11 24 is unfair. But recall that a month before these  
12 students linked themselves to Coach Schubert,  
13 Glencoe voted in favor of this Rule. The Link Rule  
14 was perfectly fair until it was applied to Glencoe.  
15 Now, it's apparently unconstitutional.

16 So, in Oklahoma, temporary injunctive  
17 relief is an extraordinary remedy. I mean, the  
18 Court knows that well. It should not be granted  
19 lightly.

20 The burden is on the Plaintiffs today to  
21 present evidence as to four factors. First, they  
22 have to prove they're likely to succeed on the  
23 merits.

24 Second, they have to show irreparable  
25 harm.

1           They have to show, three, that their  
2 threatened injury outweighs the burden of an  
3 injunction on the OSSAA.

4           And, four, that an injunction would not  
5 be adverse to the public interest.

6           Plaintiffs cannot, and have not, met this  
7 burden.

8           First, the Plaintiffs are not likely to  
9 succeed on the merits. We know right here, they  
10 have they admitted -- they admitted in their opening  
11 statement these boys played before they applied to  
12 transfer to Glencoe. That's really the single  
13 operative fact here, Judge. It's not in dispute.  
14 It's something that we all agree on, because it's  
15 what actually happened. This is a textbook example  
16 of a Link Rule violation.

17           Second, the Plaintiffs are not likely to  
18 suffer irreparable harm. Participating in high  
19 school athletics is a privilege. It's important.  
20 It's not a right. It's certainly not a  
21 Constitutional right. And it's not a right that's  
22 defined really anywhere in our legal system.

23           We cited case law from both Oklahoma and  
24 the Tenth Circuit that says exactly that: The  
25 ability to participate in athletics is a privilege.

1 It is important, but it's not a right. These  
2 students' rights have not been violated.

3 Certainly participating in varsity  
4 athletics is not a right. If it were, every high  
5 school that holds tryouts for varsity sports and  
6 tells a student, "Sorry. You didn't make the team.  
7 Your athletic ability just isn't where it needs to  
8 be for varsity participation" would be infringing  
9 upon that student's rights. That's not the case.

10 Student athletes are participating in  
11 sports -- these student athletes are participating  
12 in sports at Glencoe. Several of them are playing  
13 fall baseball at Glencoe.

14 They may even participate in basketball  
15 at Glencoe at the sub-varsity level. They can  
16 practice with the team. They can play JV. They  
17 just can't play varsity athletics. So we're not  
18 stopping these kids from participating in athletics.

19 We're certainly not stopping them from  
20 attending the school of their choice, which has  
21 apparently become Glencoe Public Schools. All of  
22 these kids are enrolled now and, in fact, attending  
23 at Glencoe.

24 These kids could have transferred to any  
25 school they wanted to. And they probably could have

1 played basketball anywhere. They just can't play  
2 for Coach Schubert this school, year, because they  
3 played for him prematurely. They linked themselves  
4 to him, and they violated the Linked Rule.

5 They'll be eligible for varsity  
6 basketball next year at Glencoe for their senior  
7 year.

8 So this dispute is not about playing  
9 basketball, but it's about playing basketball for a  
10 particular coach, Coach Schubert. And this is  
11 precisely what the Linked Rule is designed to  
12 prevent.

13 Respectfully, I would submit to the  
14 Court, based on all of this evidence that has been  
15 submitted with our brief, that if Morrison had hired  
16 Coach Schubert, as he asked them to do in December  
17 of 2024, these four students wouldn't be at Glencoe  
18 today. They'd be at Morrison playing for Coach  
19 Schubert.

20 These students have siblings that are  
21 still enrolled at Morrison. They don't think  
22 Morrison Public Schools is bad. They've got kids  
23 there.

24 They can't meet the third element,  
25 either, the balance of equities and the public

1 interest.

2 So if you don't have to apply to transfer  
3 first, what keeps any student in this state, whether  
4 they transfer or not, from playing at team camps  
5 anywhere, or even from multiple schools in a single  
6 season?

7 That's what the Plaintiffs are asking you  
8 to order, Judge. They are asking to you say that  
9 you can play at a team camp, be on the high school  
10 team, go to tournaments, play for their coach, and  
11 you don't even have to have applied to transfer to  
12 that school.

13 To say that that doesn't affect the  
14 public interest is certainly not true. It's common  
15 sense that you can't have kids that do not attend  
16 your school play on your school team. It's also  
17 written very plainly, very precisely in the OSSAA  
18 rules.

19 You don't need evidence of recruiting to  
20 prove that these students violated the Linked Rule.  
21 But all of this evidence tells me that this wasn't  
22 happenstance. We have denied their eligibility  
23 based on the Linked Rule, but I would submit to you,  
24 alternatively, there is ample evidence here as well  
25 that these students were recruited to come to

1 Glencoe to play for Coach Schubert.

2           At the appeal hearing that these students  
3 had before the OSSAA Board of Directors, Mr. Reeves  
4 told the Board that he, in April, he had a  
5 conversation with Coach Schubert, reminded him that  
6 the Linked Rule was going to be effective May 1st.  
7 And he warned Coach Schubert not to coach these  
8 boys. "Be safe," he said. "Don't coach these  
9 boys."

10           He warned him of that, because he knew if  
11 he coached these boys before they actually  
12 transferred to Glencoe, that they'd be linked and  
13 then they wouldn't be able to play. And what did  
14 Coach Schubert do? He had open gyms. He brought  
15 them to a parents night that was all about the  
16 athletes, not about academics. And he coached them  
17 on May 29th and 30th before they applied to Glencoe  
18 Schools.

19           They can't say that they didn't violate  
20 the Link Rule. They did violate the Linked Rule.  
21 All they do say is that, well, but it's not fair.  
22 We shouldn't be held accountable to the rules, a  
23 rule that we voted to -- that the Glencoe Schools  
24 voted to implement.

25           With these transfers, Glencoe gained a

1 five-man starting basketball lineup. They have a  
2 whole new basketball team, a lineup of boys that  
3 have all played AAU basketball together for many,  
4 many years under Coach Schubert.

5           Glencoe has undoubtedly gained a  
6 competitive advantage. This is the type of thing  
7 the Linked Rule is supposed to prevent. What about  
8 the current Glencoe players, the students that were  
9 already at Glencoe that thought, hey, I'm going to  
10 be a junior or senior next year? It's going to be  
11 my time on varsity. Are they going to be displaced  
12 now by this new starting lineup that comes in? I'll  
13 submit to you they are.

14           Finally, Plaintiffs argue that OSSAA's  
15 enforcement of the Linked Rule interferes with their  
16 freedom to attend the school of their choice  
17 provided by the Education Open Transfer Act at Title  
18 70 Oklahoma Statute Section 70-8-103.

19           Much like Plaintiffs have ignored the  
20 plain language of the OSSAA, Plaintiffs ignore the  
21 express provisions of this act: "Before a student  
22 may transfer, they must complete an application to  
23 transfer." That is set forth in the Open Transfer  
24 Act.

25           But Plaintiffs put the cart before the

1 horse here. They attended a team camp as Glencoe  
2 players. They were coached by the Glencoe coach.  
3 They wore the Glencoe jerseys, and then they decided  
4 they would transfer to Glencoe. They applied to  
5 transfer.

6           The Open Transfer Act reserves expressly  
7 the determination of a transferring student's  
8 athletic eligibility to the OSSAA. Section 8-103.2  
9 of that act provides: "The eligibility to  
10 participate in school extramural athletic  
11 competition shall be determined by the OSSAA."

12           The Open Transfer Act does not exempt  
13 Plaintiffs from the OSSAA rules, as the Plaintiffs  
14 suggest. To the contrary, OSSAA's determination of  
15 the plaintiff student athlete's eligibility is  
16 expressly contemplated by the Act. To permit  
17 Plaintiffs to simply ignore OSSAA rules they would  
18 prefer not to comply with in contravention of the  
19 Open Transfer Act is not only against the public  
20 interest, but it is contrary to the intent of the  
21 Legislature.

22           Now, one of the points that counsel for  
23 Plaintiffs addressed in their opening remarks was,  
24 they put a lot of weight on the fact that the  
25 Attorney General had previously sent a letter, in

1 September of 2024, to OSSAA saying, I'm not sure --  
2 I don't understand this Linked Rule. I don't like  
3 this Linked Rule. This seems to interfere with a  
4 student's right to transfer.

5           You'll hear from Mr. Jackson later today.  
6 He went and met in person with Attorney General  
7 Drummond and talked to him about the Linked Rule.  
8 It was clear at that meeting that the Attorney  
9 General didn't understand necessarily the purpose of  
10 the Link Rule prior to sending that letter. They  
11 didn't understand what it was all about and why  
12 being linked to a coach can create problems, and  
13 that the membership had voted for this.

14           But what came out of that meeting was  
15 what the Attorney General was really concerned about  
16 is there was a provision in the Linked Rule at that  
17 time that said even if the student had made a  
18 bona-fide move into the school district.

19           And by "bona-fide move" what is meant is  
20 they actually physically move into the new school  
21 district; right? They sell their house. They get a  
22 new house, they are now a resident of that district.

23           The previous version of the Linked Rule  
24 said even in that case, you could still be linked  
25 and found ineligible, and the Attorney General

1 didn't like that.

2           And so, Mr. Jackson and the OSSAA worked  
3 with the Attorney General's Office. And what came  
4 out of those discussions was if you remove the  
5 bona-fide move exception -- or if you would create  
6 an exception for a bona-fide move, then I don't have  
7 a problem with you reinstating the Linked Rule.

8           The Attorney General's Office gave OSSAA  
9 their blessings to send this back out to a vote in  
10 April of this year, and if the membership wants the  
11 Linked Rule, then the membership can have the Linked  
12 Rule. And that's exactly what happened. We haven't  
13 gone against what the Attorney General said. To the  
14 contrary, OSSAA has worked with the Attorney  
15 General's Office.

16           You know, they made some references, and  
17 honestly, it probably goes without saying that they,  
18 you know, some grandstanding about how OSSAA has  
19 hired one of the biggest firms in the State to  
20 represent them and trying to make it sound like,  
21 you know, that they're the little guy here.

22           I mean, I'm sorry, Judge Burrage is very  
23 well-known, very well-respected in this State. I  
24 mean, you can look around the room, Judge. This  
25 isn't about which lawyers each side has hired.

1 There are three of us here today representing the  
2 OSSAA. They have five firms, and eight lawyers,  
3 that have entered an appearance in this case.

4 I think it's very important that the  
5 Court stay focused on what the operative facts are.

6 And this timeline that I've demonstrated  
7 for you here, and is represented in all of the  
8 evidence that we've submitted, really boils this  
9 case down to a few singular facts, which is: These  
10 Plaintiffs, who were not Glencoe students, were  
11 playing for the Glencoe coach, on the Glencoe  
12 basketball team, before they applied to transfer.

13 Yeah, they aren't enrolled yet. They  
14 couldn't have been enrolled. They hadn't even  
15 applied to transfer at the time they were doing  
16 this.

17 Based on that, I think there is no  
18 question that they have violated the Linked Rule.  
19 It is the OSSAA's job to enforce these rules fairly  
20 and consistently, and the OSSAA has done that.

21 You know, it was curious to me that  
22 Ms. Whitten, and pardon me, I forget which exhibit  
23 number it was. It might have been 15 -- it's what  
24 she called, no, excuse me. Exhibit 14, that she  
25 handed up to you that said was an anonymous tip that

1 she had received. She did provide this to me long  
2 before their motion was filed. Interesting, it was  
3 not attached as an exhibit to their motion, about  
4 some girls at Talihina that, I mean, in her view,  
5 violated the Linked Rule.

6 Well, what she doesn't tell you, Judge,  
7 is that the Linked Rule was not in effect at the  
8 time this occurred. The Linked Rule became  
9 effective May 1, 2025. This all occurred before the  
10 Linked Rule was effective. We can't go back and  
11 apply the rule retroactively. We would never do  
12 that.

13 So, you know, we did investigate this  
14 anonymous tip, and because the Linked Rule wasn't in  
15 effect, we can't charge those students with the  
16 Linked Rule violation.

17 But at the time these Plaintiffs, the  
18 plaintiff student athletes acted and played for  
19 Glencoe, the Linked Rule was in effect.

20 You know, it's interesting, Glencoe  
21 almost, at least over the past several four, five  
22 years, almost never has transfer students. In  
23 '21-'22, I think there were two transfer waivers  
24 processed for Glencoe by OSSAA, and those were the  
25 superintendent's kids. That makes sense; right?

1 You know, the kids are going to follow their parent.

2 In '22-'23 school year, Glencoe had zero  
3 transfers. In '23-'24 school year, they had zero  
4 transfers. They did have two transfers last year in  
5 the 2024-2025 school year. And then, all of a  
6 sudden this year, 2025-2026, they have six  
7 transfers, all juniors, all boys that have a link to  
8 Coach Schubert. They brought in a whole new  
9 basketball team.

10 You have to ask yourself why is that;  
11 right? Why was Glencoe so popular for a school  
12 choice this year? Well, because they're playing  
13 for Coach Schubert. And they have the right to do  
14 that. They have the right to transfer to Glencoe if  
15 that's what they want to do.

16 But what they don't have the right to do  
17 is circumvent the rules. They played for him  
18 prematurely and because of that, they violated the  
19 Linked Rule and are required to sit out a year under  
20 the rules.

21 Last thing I want to mention, Ms. Whitten  
22 did refer to Kent Rossander, the student who was on  
23 crutches. She said he had a fractured hip, and  
24 chastised us a little bit for pulling some photos  
25 from his social media accounts.

1           Your Honor, those social media accounts  
2 were public. We didn't do anything nefarious. His  
3 account is not set to private. These were public  
4 images that he put out there. And we pulled them,  
5 because I think it is important.

6           The athletic director for Glencoe, Tony  
7 Holt, confirmed to the OSSAA in July that each of  
8 these plaintiff students participated at this team  
9 camp on May 29th or 30th. He could have told us  
10 then, no, Mr. Rossander, he didn't. He was hurt.  
11 He had a fractured hip. He didn't tell us that. He  
12 confirmed, after talking to Coach Schubert, that  
13 they all participated at this team camp.

14           We've submitted to you, as an exhibit, I  
15 believe, it's Exhibit 10, some photos of  
16 Mr. Rossander. One of them -- the first one in  
17 there, the photos -- it's -- the post of June 7th,  
18 but the photo was actually taken on June 3rd as part  
19 of a team photoshoot that Justin Reedy Photography  
20 did for the Glencoe boys basketball team. That  
21 photo is Mr. Rossander, who apparently has a  
22 fractured hip, dunking a basketball. I don't know  
23 too many people with fractured hips that are able to  
24 dunk a basketball.

25           You can see other pictures in there.

1 You know, Ms. Whitten, or someone from their side  
2 said, at the appeal hearing, before the Board, that  
3 he was on crutches all summer. He wasn't on  
4 crutches June 3rd. He wasn't on crutches at the  
5 other times in these photos when he was on a horse  
6 and on a tractor.

7 So I think there was ample evidence  
8 presented to the OSSAA for them to make an informed  
9 and reasonable decision. The doctor's note that  
10 they produced today, importantly during this  
11 investigative process, that was never provided to  
12 the OSSAA.

13 You know, the OSSAA really does work hard  
14 to try to find eligibility for all of these kids.  
15 They look at these facts. They try to find ways to  
16 make sure these kids are eligible. They pour  
17 through the facts. They look at them carefully.  
18 They look at all of the evidence and they reach a  
19 reasoned decision, not an arbitrary decision, a  
20 reasoned decision that is based on facts.

21 The other point I wanted to address,  
22 Ms. Whitten handed up today a new exhibit, Exhibit  
23 13, that is apparently some sort of text thread. I  
24 think I understood her correctly to say this was the  
25 principal of Morrison Schools.

1 Was that correct?

2 MS. WHITTEN: Yes.

3 MS. HUGHES: Okay. Thank you.

4 And it says that -- it says in here that  
5 he never issued a statement to the OSSAA.

6 We never, OSSAA, has never said that the  
7 principal at Morrison Schools issued a statement to  
8 OSSAA. What we submitted was a statement via email  
9 from the superintendent of Morrison Public Schools,  
10 Lori Justice, who came to us in real time with the  
11 information that she had about students that were  
12 her students for the '24-'25 school year. They were  
13 Morrison students, and she passed along the  
14 information she knew, because she was concerned  
15 recruiting had occurred and she was concerned that  
16 these students had circumvented the OSSAA rules.

17 And the other interesting thing I think  
18 that Ms. Justice reported in that email is that  
19 Mr. Reeves called her and asked her to submit a  
20 statement for them that these boys aren't recruited  
21 and that they should be allowed to play. And she  
22 told him: I'm not going to do that. I've already  
23 submitted my statement.

24 And what did he do? He threatened her,  
25 Your Honor. He threatened her and told her, any

1 school districts, any school employees that are  
2 not -- that are getting involved in this or are  
3 giving statements, basically, contrary to these  
4 Plaintiffs' interests will be sued in a lawsuit.

5 And I can tell you that Ms. Justice is  
6 very fearful that she is going to be sued, and those  
7 threats are ongoing.

8 You know, I'm not -- athletics are  
9 important, but when athletics are arising to the  
10 level that we're threatening people and we're  
11 scaring them and trying to chill the flow of  
12 information because we don't want the truth to come  
13 out, then, I'm sorry, I think we've lost real sight  
14 of what athletics are all about, because that's not  
15 what athletics are about.

16 Athletics teach kids to follow rules.  
17 Every sport these kids play are chocked full of  
18 rules that they have to follow. There are  
19 eligibility rules. There are rules that the OSSAA  
20 has implemented because their member schools want  
21 those rules. They voted for those rules. One of  
22 those rules is the Linked Rule.

23 I'll remind you one more time, Glencoe  
24 voted for this rule in April. They wanted there to  
25 be a Linked Rule. Now today, when they've got

1 students that have violated the Linked Rule, they  
2 don't want it anymore and they want you to find that  
3 the rule is unconstitutional. There is no basis for  
4 this rule to be unconstitutional. The rule has been  
5 applied fairly. It has been applied skillfully. It  
6 is based on, frankly, undisputed facts that are  
7 before this Court.

8           And with that, I will conclude my opening  
9 remarks, and you'll hear later today from  
10 Mr. Jackson and Mr. Clark from the OSSAA about their  
11 investigative process.

12           THE COURT: Thank you, Counsel.

13           MS. WHITTEN: Your Honor, I anticipate at  
14 this point you're probably tired of hearing counsel,  
15 but if I may, I just want to correct a few things  
16 for the record, and then I'll promise you'll get to  
17 hear from the school, the coach, and these kids and  
18 their parents.

19           But very, very briefly. They state that  
20 they're a voluntary organization. The Tenth Circuit  
21 has already found that they are not a voluntary  
22 organization. That is on page 4 of our verified  
23 petition. It is Christian Academy v. Oklahoma  
24 Secondary -- Secondary Home or Schools Association  
25 Activities. It's the Tenth Circuit. And, for the

1 record, it's 483 F.3d 1025.

2 But they have absolutely been found to  
3 not be a voluntary organization because of the  
4 control that they exert over schools and minors in  
5 the State of Oklahoma.

6 Furthermore, OSSAA wants you to believe,  
7 Your Honor, that the AG only had one issue with the  
8 Linked Rule. But, thankfully, for everyone in the  
9 courtroom today, he wrote his concerns down.

10 So, Your Honor, that's Exhibit 6 to our  
11 brief in support of the TRO. But I'd like to point  
12 you to page 2 of the AG's letter to the OSSAA. And  
13 it's stating why Rule 24 is so arbitrary and  
14 capricious.

15 This is the last sentence of paragraph 3,  
16 on page 2:

17 "Even more, the same publication finds  
18 that a student athlete will be ineligible  
19 if he or she transfers to a school where a  
20 coach, employed by the receiving school,  
21 may have been employed by a clinic, or  
22 camp, even though Rule 24's language  
23 requires the coach to run the camp."

24 Your Honor, that's what happened in this  
25 case exactly.

1 I submit to you that the AG saw into the  
2 future the problems that Rule 24 would cause, the  
3 havoc that Rule 24 would cause. Your Honor, this  
4 rule's only been in effect for four months.

5 Ms. Hughes admitted that today, the AG  
6 suspended the rule. This rule only became into  
7 effect May 1st, 2025, and you can see the chaos that  
8 has ensued from only four months of the OSSAA having  
9 Rule 24. The public policy concerns here are grave,  
10 Your Honor.

11 We submit to you in, Exhibit 11, it's an  
12 article that comes from the most recent tax year  
13 that OSSAA submitted, and this is an OCPA article.  
14 It states:

15 "The most recent tax year, 2024, shows  
16 that the OSSAA collected 9.7 million in  
17 revenue, with a net income of 1.3 million.  
18 Fully, 83 percent of that revenue comes  
19 from public school dues and fees."

20 Your Honor, the OSSAA sets the amount  
21 that schools must charge for entry into games, and  
22 this is Exhibit 10 to our brief, Your Honor, but  
23 it's the spring basketball regional financial  
24 report. And this is where the OSSAA says cash  
25 tickets must be sold for \$10 and the host site, the

1 public schools, only get to keep 3 of the \$10. The  
2 OSSAA pockets the 7.

3 I don't know if that sounds fair to you,  
4 Your Honor. But I submit to you, Your Honor -- but  
5 I submit to you that our schools are already deeply  
6 underfunded.

7 Additionally, there was a -- you had a  
8 lot of talk, not only by oral arguments of counsel,  
9 but in the brief about Lori Justice. Your Honor,  
10 there is no sworn statement by Lori Justice in this  
11 case. She's not here today to be sworn under oath.  
12 This is all hearsay that must not be considered at  
13 today's hearing. There is not a single sworn  
14 affidavit or statement by Lori Justice that can be  
15 considered by the Court today. They have failed to  
16 provide that to you. That is all inexplicable,  
17 unacceptable hearsay.

18 In fact, most of the evidence presented  
19 by the OSSAA has nothing to do with the Link Rule at  
20 all. This chart, Your Honor, I submit to you that  
21 90 percent of that has to do with the recruiting  
22 original violation that their brief admits they are  
23 not riding on eligibility today.

24 We are only here on a Rule 24, Link Rule  
25 violation, but most of the evidence they've put on

1 today is about a Rule 9, recruiting violation, that  
2 they're not even enforcing.

3           Additionally, she said there's a straw  
4 man argument by Plaintiffs on a pre-enroll and  
5 unenroll. Pre-enroll actually came from Mike Clark.

6           But I'll tell you the word "enroll" at  
7 all, the word "enroll," just "enroll," is not in the  
8 Linked Rule. So please tell me what my school is  
9 supposed to look at to know that enrollment would be  
10 an issue at all for the Linked Rule.

11           Additionally, Your Honor, for evidence of  
12 how capricious and arbitrary this rule is, the main  
13 investigator for the OSSAA, Mike Clark, he's here  
14 today. But at the hearing, I noted, he said the  
15 word "confused" a lot. And on the transcript, it's  
16 Exhibit 7, and, for the record, it's page 9, lines  
17 24 through 25; page 11, lines 9 through 11; and page  
18 12, 23 through 25.

19           Just for the record, he says: Well, a  
20 little bit of confusion, I think. Later on he says:  
21 And there was a little bit of confusion because, I  
22 think, not Tony, Mr. Reeves, I think he was ready  
23 for a conclusion. Again, there's not much to the  
24 notes, and again, some confusion.

25           I submit to you, Your Honor, that if the

1 main investigator for the OSSAA, who's worked there  
2 for a long time, has really good familiarity with  
3 these rules is deeply confused about the application  
4 of Rule 24 in this case, as are Plaintiffs, then it  
5 is clearly arbitrary and capricious.

6           They discussed irreparable harm to the  
7 kids. They said that they can go back to their  
8 original school district. I'm going to let the kids  
9 and their parents speak to that, but I will submit  
10 to you that that is not true.

11           For example, Hollis Garfield, his mom,  
12 Mendy Garfield, submitted an affidavit. They dealt  
13 with bullying from a coach at Perry. They cannot go  
14 back to Perry. Not only is it bad educationally for  
15 them and their family, but it is bad because that  
16 coach took actions that, in their mind, was  
17 irreparable harm to the child, and they cannot go  
18 back.

19           But you know what they failed to address  
20 it in our briefs, Judge, is we assert irreparable  
21 harm to Glencoe and Coach Schubert. Glencoe has  
22 signed a valid contract of employment with Coach  
23 Schubert. They have no valid reason to break it,  
24 nor do they even want to. They have no other  
25 basketball coach. Basketball season practice begins

1 in October. They have zero reason to breach this  
2 contract.

3 So are they supposed to pay a coach for a  
4 season that he cannot coach, hire another coach, pay  
5 two coaches the same salary just because the OSSAA  
6 can't articulate what you need to do to enroll to  
7 participate in a team camp when you've already been  
8 approved by the superintendent of that school?

9 I submit to you that that is arbitrary  
10 and capricious.

11 Coach Schubert has faced serious damages  
12 to his reputation. I'll let him speak on that. But  
13 other people have reached out to him. He's lost  
14 opportunities. He has had altercations at areas  
15 recent nearby. Coach Schubert's reputation has been  
16 irreparably harmed in this case.

17 And, Your Honor, I submit to you that  
18 this man has been a foster parent to these kids.  
19 He's provided shelter, food. He's took them on  
20 family vacations. There is nothing criminal about  
21 being a good man and mentor to the children that you  
22 have known and have coached, and are friends with  
23 your son.

24 They are making it -- I submit to you we  
25 need more Coach Schuberts in the State of Oklahoma.

1 We need more coaches that are willing to stand up  
2 for their kids and fight for them and do the right  
3 thing, and the OSSAA is punishing the wrong people.

4           Additionally, nobody has said Morrison is  
5 a bad school. These parents have serious concerns  
6 about Morrison's coach, and I'm going to let them  
7 speak to you on that front.

8           When she said that Jay Reeves told our  
9 coach that he should not be coaching this summer,  
10 they're going to speak to this as well, he was  
11 discussing AAU.

12           So, interestingly enough, Coach Schubert  
13 reached out to the OSSAA and he was informed you can  
14 coach AAU ball this summer. That's not a problem,  
15 because the Link Rule isn't in effect until May 1st,  
16 so you can coach in April. May comes around, you  
17 can coach in the team camps. No problemo.

18           Jay Reeves says: Just to be safe, do not  
19 coach AAU, and didn't. He sat on the sidelines all  
20 summer. He watched his boys play, and he sat on the  
21 sidelines, as a parent, all summer to be safe, to  
22 make sure these boys' eligibility would not be  
23 impacted.

24           This is -- she has no affidavits of the  
25 kids at Glencoe. She submitted to you that somehow

1 there are children at Glencoe that are upset about  
2 these new students coming. That is rank  
3 speculation. They have not submitted a single  
4 affidavit of a child at Glencoe who has somehow been  
5 impacted by this. So, once again, hearsay.

6           Additionally, she talks about legislative  
7 intent, but I just, really fast, have to touch on  
8 this, Your Honor. The legislators, several of them,  
9 have issued public statements that this is against  
10 the legislative intent of the Open Transfer Act.

11           Representative Chris Canaday,  
12 Representative Emily Gise, Representative Tim  
13 Turner, Senator Avery Frix, Representative Ty Burns  
14 is just to a few to mention, but you can Google it.  
15 Representatives all over the State that voted on  
16 Open transfer have stated that OSSAA's conduct in  
17 this case absolutely violates State law.

18           Additionally, Your Honor, they talked  
19 about a bona-fide transfer. I just want to touch on  
20 this really fast. The Rossanders (indiscernible)  
21 home in Glencoe.

22           THE REPORTER: I didn't hear what you  
23 said.

24           MS. WHITTEN: Oh, sorry.

25           She mentioned bona-fide transfer. What

1 she was saying is that originally the AG took many  
2 issues with the rule. One of them being that the  
3 rule would still prevent children who moved into a  
4 school district to play if they were linked, and  
5 they took that last sentence out.

6 But, Your Honor, it's still happening in  
7 this case, because I've got a family that has a home  
8 in Glencoe's district, but they rent it out.  
9 They're making additional income on a rental  
10 property, which is completely proper. Now, the  
11 OSSAA is going to force them to kick out renters of  
12 their home, spend all this money to sell their house  
13 and move.

14 So, lastly, Your Honor, I just want to  
15 touch on this. She said that Judge Burrage is a  
16 highly respected attorney. I completely agree with  
17 that. But I just want to note to you that we are  
18 pro bono counsel here today. We are not charging a  
19 fee in this case. We are doing this because it is  
20 the right thing to do, and we realize that public  
21 schools that are deeply underfunded often times  
22 cannot hire counsel like us in this case.

23 So, at this time, Your Honor, I would  
24 really, really like to call Jay Reeves to the stand.  
25 He is the superintendent for Glencoe Public Schools.

1 THE COURT: Plaintiffs may commence with  
2 their calling of witnesses.

3 Sir, if you'd come forward and raise your  
4 right hand, please.

5 (WHEREUPON THE WITNESS WAS DULY SWORN)

6 \* \* \* \* \*

7 JAY REEVES,

8 having first been duly sworn to testify to the  
9 truth, the whole truth, and nothing but the truth  
10 testified as follows

11 THE WITNESS: I do.

12 THE COURT: We're going to move the  
13 screen so you can get to the witness chair.

14 MS. WHITTEN: I apologize. I should have  
15 done that.

16 THE COURT: Sir, you're going to be asked  
17 some questions by the attorneys. Please allow them  
18 to finish their questions. Let there be a few  
19 seconds of pause, and then give your answer in a  
20 loud, clear voice so we can all hear. Most  
21 importantly, the young lady to your left will be  
22 taking down everything that's being said.

23 I will ask you, again, state your name  
24 and spell both your first and last name for the  
25 record.

1 THE WITNESS: Jay Reeves. J-A-Y  
2 R-E-E-V-E-S, the superintendent at Glencoe Schools.

3 THE COURT: Counsel, you may proceed when  
4 you are ready.

5 **DIRECT EXAMINATION**

6 **BY MS. WHITTEN:**

7 Q. Good morning, Mr. Reeves.

8 A. Good morning.

9 Q. How are you doing today?

10 A. I'm doing well. A little anxious, but excited  
11 to be here on behalf of these boys.

12 Q. Absolutely. Can you please tell the Court what  
13 you do for a living?

14 A. Well, I'm the superintendent at Glencoe Public  
15 Schools. I've been in that role the past four  
16 years, and I've been employed by Glencoe Schools for  
17 the past five years.

18 Q. Can I ask what you would be doing today if the  
19 OSSAA was not denying four of your students  
20 eligibility?

21 A. Well, actually, I was at the OSSBA conference  
22 with my principals and Board members, but I had to  
23 leave that to come here today.

24 Q. And have you had to miss several formal school  
25 events because of the OSSAA's eligibility ruling?

1 A. I have missed a ton of time at school, and I've  
2 apologized to my staff, my principals. I've got a  
3 brand new principal at the high school this year and  
4 I constantly apologize to her, because I'm not there  
5 to provide to her the support she needs coming in as  
6 an outsider to the district.

7 Q. Can I ask you: When did Glencoe formally  
8 accept Garrett Schubert's contract of employment?

9 A. I believe it was at the May Board meeting of  
10 the Monday, first Monday in May. I believe that was  
11 May 5th.

12 Q. And when did you speak with the four sets of  
13 parents at issue about coming to Glencoe this  
14 year?

15 A. I spoke with them throughout. Some of it  
16 started even late April, early May, on into mid-May.  
17 But every one of them reached out to me. We did not  
18 reach out to of any of them. They reached out to  
19 me, and then I had conversation with them. And I  
20 explained to them how the capacity worked and that  
21 we had capacity for each of those kids.

22 And I explained to them that the transfer  
23 portal window from the State Department would not  
24 open until June 1st. Had it opened prior, I have no  
25 doubt these kids would have put in much sooner than

1 that, but it doesn't open until June 1st.

2 Q. Can you explain to the Court how you determine  
3 whether there's room for a potential student?

4 A. Yes. That's based on our capacities. And I  
5 can go look -- and we have to put those capacities  
6 in. Every three months, we set those new with the  
7 State Department, and those are online. And I can  
8 show our history of past -- of our capacities. But  
9 I've never had anytime where I didn't have at least  
10 ten, room for ten in each individual grade.

11 Q. And, Mr. Reeves, I'm going to use this  
12 demonstrative for a moment. But would it be fair to  
13 say that you spoke with each set of parents before  
14 the Glencoe team camp at Mannford occurred?

15 A. Absolutely. Most definitely.

16 Q. So, just to confirm for the Court, you had  
17 verbal communication with each of the parents at  
18 issue? They reached out to you and you confirmed to  
19 them: I have room for you and you just need to  
20 apply June 1st, and you are pre-enrolled currently?

21 A. Correct. Yes.

22 Q. Okay. Can you explain how enrollment works at  
23 Glencoe?

24 A. So I'm not the person who deals with the  
25 enrollment. Typically, that's our counselor and our

1 principals. And in the summertime, it's a little  
2 bit more difficult because they're on ten-month  
3 contracts. They don't have to be there. So our  
4 principals usually come in a little early.

5 So if I get anything in, since I'm on a  
6 12-month contract, I typically direct those to the  
7 counselors or principals and ask them to leave an  
8 email or a voicemail.

9 And what that entails is just getting  
10 them an account for our student information system  
11 in Signages. That's all that does.

12 Q. Did you receive an email on August 8th, 2025,  
13 of this year, from the State Department of  
14 Education?

15 A. Yes, from my regional accreditation officer,  
16 Mr. Doyle Edwards.

17 Q. And what did that email advise you pursuant to  
18 enrollment?

19 A. He was reminding all schools that he is  
20 over that you absolutely cannot enroll a student  
21 until their first day of attendance.

22 Q. And would it be fair to say that the quoted  
23 language to you was: Students are to be placed on  
24 roll the first day that the student actually attends  
25 class or participates in their instructional

1 program?

2 A. Correct.

3 Q. Is there any formal written pre-enrollment  
4 process at Glencoe?

5 A. No.

6 Q. Has there ever been any formal written  
7 pre-enrollment process at Glencoe?

8 A. Not that I'm aware of, beyond contacting the  
9 superintendent who has the ability to accept  
10 transfers.

11 Q. Has the OSSAA ever required you to have a  
12 pre-enrollment or enrollment process in the summer  
13 to participate in team camps?

14 A. No. In fact, last year, we had two boys that  
15 came in from Stillwater -- to be safe -- and the  
16 Link Rule was in place at that time. It was before  
17 the AG had come out and said to cease and desist.

18 But, at the time, we had two boys that  
19 came in from Stillwater. I contacted the OSSAA  
20 personally and they told me they don't govern the  
21 summer activities. Those boys were good to play.  
22 It was just fine.

23 Q. So you're telling the Court that just last year  
24 you had two other kids do the exact same thing that  
25 happened with these four boys?

1 A. Correct.

2 Q. You ran it by the OSSAA and they explicitly  
3 told you that wasn't a violation of the Link Rule?

4 A. Correct. And one of them, they did find to  
5 be -- they claimed was at a third school and  
6 initially denied eligibility in that case. But it  
7 had nothing to do with the Link Rule, just denied  
8 eligibility based on being the third school, and  
9 that was eventually overturned as well.

10 Q. So before the team camps occurred this summer,  
11 did the OSSAA issue you any new guidance about  
12 participation in team camps this year in a  
13 requirement to enroll, pre-enroll, or unenroll?

14 A. No. We had the emails that I provided to you  
15 and there was never, at any time, saying anything  
16 about withdrawal, unenroll, and enrolling in a  
17 district.

18 Q. In fact, you received an email from Mr. David  
19 Jackson, on May 20th, advising about the one-time  
20 transfer portal; is that correct?

21 A. I believe that is correct.

22 Q. And it essentially asked you to do two things  
23 if you wanted to use your one-time transfer. You  
24 had to fill out a hardship waiver and you had to  
25 enter the transfer portal anywhere between June 1st,

1 2025, and July 15th of 2025; is that correct?

2 A. Yeah. I know those dates are correct, the June  
3 1st through the July 15th.

4 Q. And did you not take that exact guidance  
5 and give it to these parents?

6 A. That's exactly what I told those parents.

7 Q. So you verbalized the exact guidance that  
8 Mr. Jackson gave you to the parents in this case?

9 A. Correct. And I advised them that it would not  
10 open until June 1st. As soon as it opens, you need  
11 to start getting in there and applying.

12 Q. Isn't it true that each of these boys utilized  
13 their one-time transfer under Oklahoma law to come  
14 to Glencoe?

15 A. Correct. And I brought that up at the OSSAA  
16 appeal hearing, and they also agreed that that was  
17 correct.

18 Q. Why did Glencoe decide to let its former  
19 basketball coach go?

20 A. Well, I don't like to discuss former employee  
21 situations. But, to be frank, since he's put  
22 himself in this position and inserted himself into  
23 this, his math scores were terrible. I had -- two  
24 years ago, we had 95 percent growth on our State  
25 testing, and that was one of the highest growth

1 rates in the entire State.

2           When those kids moved up and had him as a  
3 math teacher, our growth rate dropped down to about  
4 42 percent, so a huge concern of mine. I went to my  
5 high school principal, at that time, a year prior,  
6 and voiced my concerns and said: Hey, I think we  
7 need to move in a different direction.

8           My high school principal at this time had  
9 a math background and had originally taught high  
10 school math. He said being a new principal, he  
11 thought it was his fault that things weren't where  
12 they should've been. He said, please give me  
13 another year.

14           I told him I would allow that, because  
15 you're -- when you come into a district, you're on a  
16 temporary contract for your first two years. So I  
17 said, we've got one more year and then we have to  
18 make a decision is he going to cut it in the math  
19 academic world or not.

20           And, by Christmas, I already knew that  
21 was not going to happen. I went and spoke with my  
22 principal and we both agreed. He said, I can't get  
23 him there.

24 Q.    So the allegations about the previous coach  
25 being fired to make room for a new basketball coach,

1 that would be incorrect?

2 A. That would be completely false. Not to mention  
3 he also had the two kids that came in and played for  
4 him last year. So I don't know what he's saying not  
5 -- if he's suggesting recruiting. I never asked him  
6 to recruit. Those same kids came to open gyms. I  
7 opened the gym for them almost every Sunday. And  
8 nothing had changed, so -- until this year, that  
9 changed.

10 And I also have girls that participate in  
11 the same things and the girls have never been  
12 accused, just the boys.

13 Q. And can I ask you: There's no local YMCA  
14 around Glencoe; is that correct?

15 A. That is correct.

16 Q. And local schools around Glencoe, they also  
17 have open gyms on the weekends?

18 A. Absolutely.

19 Q. And, in fact, these boys will go play at the  
20 other public schools' open gym nights this summer;  
21 isn't that correct?

22 A. I have heard that is true.

23 Q. Okay. I would like to get into the OSSAA  
24 investigation. Mr. Reeves, these emails were sent  
25 directly to you. And I would like you to tell the

1 Court about what you did upon receiving that first  
2 email on July 10th, 2025.

3 A. Which email? Could you reference that?

4 Q. Yes. It was the Rule 9 recruiting email. So  
5 when it originally came in, it was about the open  
6 gyms and recruiting. There were also names listed  
7 on the email.

8 A. Okay. So I believe I received that -- I think  
9 that is the email that I got, but I was on vacation.  
10 So I don't believe I had access to that information  
11 until around July 15th.

12 Q. Okay.

13 A. But in this email that was written by Doug  
14 Scott to the OSSAA, he lists multiple parties saying  
15 that there had been recruiting involved. And he had  
16 Yale's coach, Coach Moore, listed. And then he has  
17 Lori Justice, the superintendent at Morrison listed.  
18 And then, obviously, Coach Scott at Ripley had  
19 written the email, and then they had a coach at  
20 Perry.

21 So when I got that information, I sat  
22 down with my athletic director and I told him, I  
23 said: Hey, if this is true and there's recruiting  
24 violations, then we'll take immediate and  
25 appropriate action. And that was the plan.

1           So when I received that, the first thing  
2 I did is what anybody who would investigate that  
3 should do, is I started calling those people in that  
4 email.

5           The first one was Coach Mike Moore at  
6 Yale. I called Coach Moore. I said, "I'm sure  
7 you know why I'm calling."

8           He said, "No. I have no idea."

9           I said, "Well, I'm sure you've been  
10 contacted by the OSSAA or Mike Clark."

11          And he said, "No, I have not."

12          I said, "Well, you're listed in this  
13 email saying that Glencoe Public Schools,  
14 specifically Coach Schubert, has recruited your  
15 players."

16          And he told me that was blatantly false.  
17 He said -- he went even further and said, I pulled  
18 all of my kids in -- because at a team camp there  
19 were rumors going around. So he said, I pulled all  
20 of my kids in. I talked to my best player first,  
21 asked him if he had been contacted by anyone at  
22 Glencoe Schools, and he had not.

23          And then I talked to my entire team. Not  
24 one person on his team had known who Coach Schubert  
25 was and not one person on his team had heard from

1 anybody from Glencoe Public Schools, nor had been  
2 recruited.

3 Q. Did you find other errors in the OSSAA  
4 investigation?

5 A. I found a bunch of errors throughout the  
6 investigation. A lot of it just could have been  
7 clarified with a simple phone call.

8 When I went ahead and called these other  
9 schools -- I called Morrison. I did talk to  
10 Ms. Justice. I never threatened her in any way.

11 I did say, "If there's any recruiting,  
12 then I need to know that." And I told her, "I will  
13 take immediate action today. Provide me the  
14 evidence of recruiting."

15 She said, I have nothing.

16 So I did ask her, I said, have you been  
17 contacted by Mike Clark and the OSSAA at that time?

18 And she said, no. They still haven't  
19 contacted me. She said, "I heard rumors that some  
20 of your kids were ineligible. So I reached out to  
21 them and contacted them."

22 I also talked to Caleb Hopkins, the  
23 superintendent at Ripley and got the same message.  
24 And he told me OSSAA had not reached out to him, nor  
25 to Doug Scott, to get any further information.

1           And he told me Ripley's whole view was to  
2 find out whether or not we had recruited any of  
3 their players. Caleb told me himself that he had  
4 contacted OSSAA and looked into that, because there  
5 was an allegation about a pizza party. And he said  
6 the OSSAA told him that we were cleared of that.

7           And the OSSAA never even called and let  
8 us know that we were cleared to that, but did let  
9 Ripley know that that had been cleared.

10 Q.   In fact, on one of these communications that  
11 the OSSAA sent to you, they had a note that alleged  
12 that your athletic director was present at a meeting  
13 he was not present at; is that correct?

14 A.   Correct. And I brought that up at our appeals  
15 hearing. And I said, hey, in your notes, for one,  
16 they referenced Coach Schubert as Coach Schubert.

17           Two, they said he coached at Morris.

18           Three, they called him Derek Schubert.

19           And, four, they called him Gary Schubert,  
20 who coached AAU. And these were all in their notes,  
21 and we're a month into the investigation and we  
22 don't even know the guy's name yet.

23           Then they had Tony Holt, the AD, as the  
24 first person listed as present at our August 1  
25 meeting, and he wasn't even there.

1           In response to that, Mike Clark said,  
2 well, I typically make my notes before the meeting.  
3 I go ahead and start those before the meeting.  
4 Which I also know was inaccurate because I brought  
5 U.S. counsel and they had no idea.

6           And then Mr. Kevin Sain had also shown  
7 up, and their names were right below Mr. Holt.  
8 Which you guys were actually in attendance, but they  
9 had no idea. So I know these notes weren't written  
10 before the meeting.

11 Q. Did Glencoe participate in any recruiting  
12 events or any recruiting activities to get these  
13 four boys to come to Glencoe this year?

14 A. To my knowledge, none of that has ever  
15 happened.

16 Q. Did Glencoe do anything to have these boys be  
17 linked to Coach Schubert this year?

18 A. No. As you've mentioned, my conversation with  
19 him, just to be on the safe side, Mr. Schubert had  
20 been in contact with OSSAA representatives. I told  
21 him -- he even said: Hey, I can coach through  
22 April.

23           I said, no. I don't want you to. So he  
24 did not. He sat out.

25           He only started coaching on this May 29th

1 because that was our school team, with our school  
2 coach, just like every other school does.

3 Q. And for the Court, will you explain what AAU  
4 basketball is?

5 A. Well, it is not associated with the school in  
6 any way. It's a combined group of kids from  
7 wherever. They're just a group of kids that get  
8 together, and they have a coach. And they go play,  
9 basically, travel ball. They'll travel to different  
10 cities and tournaments all throughout the summer.

11 Q. And when you told Coach Garrett Schubert not to  
12 coach this summer, you were referencing AAU ball?

13 A. Correct. And he is well aware of that.

14 Q. And when they made a representation that you  
15 told the coach not to coach this year, and then he  
16 did all these school-sanctioned coach nights, you  
17 approved all of these Glencoe events that Coach  
18 Schubert was at; correct?

19 A. Correct. I'm the one who opened the gym at  
20 that time. Coach Schubert didn't even have a  
21 physical key to the gym. I was the one that let  
22 them in to those.

23 The team camp, that it was also  
24 referenced in early May, that's a little kid camp,  
25 and that's 6th grade and below. There's no junior

1 high or high school. And that's been something  
2 that's been going on prior, in my five years. It's  
3 always went on prior to that. Even my kids, going  
4 clear back to their 3rd grade year, when they didn't  
5 go to Glencoe, they went to these summer camps.

6           The high school and junior high players  
7 for the team always show up at the camp. They're  
8 not participating in the camp, as far as going  
9 through workouts and drills. They're just there to  
10 assist the little kids and give them motivation,  
11 keep them in line, run them through the drills. The  
12 high school students are not participating in these  
13 camps.

14 Q. Do you agree with the OSSAA's characterization  
15 in its brief that Coach Schubert organized and put  
16 on team camps for Glencoe this year?

17 A. No. He didn't have anything to do with team  
18 camps, other than the youth camp. He went and --  
19 just as our girls, again, our girls are never  
20 mentioned. Our high school girls were at this same  
21 camp. Our high school girls help the young girls,  
22 the 6th grade and below. They shared a gym. Boys  
23 were on one side. Girls were on the other. That's  
24 the only thing that I'm aware of that he was at, and  
25 that was as a school employee to help at these team

1 camps.

2 Q. Isn't it true that Glencoe puts on these  
3 camps --

4 A. Correct.

5 Q. -- and just had Coach Schubert there as its  
6 coach?

7 A. It always has, and it's never been an issue.

8 Q. Isn't it true that Glencoe has always had team  
9 camps every summer put on by whatever coach is  
10 available to them?

11 A. For as far back as I can remember, yes.

12 Q. And isn't it true that almost every other  
13 public school that's a member of the OSSAA also  
14 participates in team camps, with their team coaches,  
15 wearing team jerseys, summer ball?

16 A. Correct.

17 Q. And to your knowledge, is there a single other  
18 public school being accused of being linked due to  
19 participating in the exact same team camps Glencoe  
20 participated in?

21 A. No, not at all. In fact, we just held our  
22 baseball tournament and I talked to multiple  
23 coaches. And almost every team in our tournament  
24 had kids that came over and played in the summer and  
25 they were not enrolled at their school.

1 Q. In their response they attach an exhibit,  
2 which, for the record, is 3-5, and it's an email  
3 from Glencoe's athletic director, Tony Holt. In it,  
4 he says, "However, these six had contacted Jay  
5 Reeves, Glencoe's Superintendent prior to  
6 participating in any of these activities."

7 Is it true that the OSSAA had evidence  
8 before it made its ruling that you had pre-approved  
9 their enrollment before participating in this team  
10 camp?

11 A. Yes, that is true.

12 Q. And isn't that evident by the response and  
13 exhibit they attached to the Court?

14 A. Yes, that is correct.

15 Q. Can I ask how this eligibility crisis has  
16 impacted your job and life?

17 A. Well, I don't know where to start on that. For  
18 one, seeing these kids in the hall every day is a  
19 blessing. So I don't want to distract from that in  
20 any way. We welcome them with open arms and they  
21 are fantastic students, first. And they're great  
22 kids. So I don't want them to look at me and say,  
23 hey, we put him through hell, because that's not  
24 what this is about.

25 Now, my life as a superintendent being

1 able to do my day-to-day job -- I've got a Federal  
2 audit that I have not even started. I've got my RAO  
3 coming in three weeks that I have not even started.  
4 I'm skipping the OSSBA conference right now. Like I  
5 said, I'm breaking in a new principal. I'm breaking  
6 in a new district curriculum manager, and I haven't  
7 even sat down one time with her since the school  
8 year started. So I'm neglecting my duties there, as  
9 well as at home.

10 My wife is stressed out. Like, you're on  
11 the phone constantly, all the time. You're dealing  
12 with these parents that have concerns, and she  
13 understands the concerns. She's raising her hand,  
14 what about me? And I said, I got you. Let's get  
15 through this. She's been a very strong supporter,  
16 but it takes a toll.

17 I didn't sleep again last night because  
18 I'm worried about these kids, and I'm going to do  
19 everything I can to fight and protect their rights.

20 Q. Did you and your athletic director speak to  
21 other schools, other schools' superintendents, other  
22 school athletic directors about them having kids  
23 participating in the same team camp before enrolling  
24 and are not facing eligibility issues?

25 A. Correct. Tony Holt's their athletic director,

1 and he's very well connected throughout the State.  
2 And he's reached out to numerous athletic directors  
3 and superintendents, and almost every single one of  
4 them had people participating in their camps this  
5 summer without being enrolled with them.

6 Q. How much money has Glencoe put into its new  
7 basketball facilities?

8 A. Basketball, we haven't really spent a whole lot  
9 in basketball. But overall campus, we've just -- we  
10 passed a bond. We built a new elementary. We've  
11 added to the high school. We spent about \$6  
12 million.

13 So I know they wanted to reference  
14 Glencoe doesn't have transfers coming in. That is  
15 absolutely false. What they're referencing is the  
16 amount of transfer paperwork we put in for athletes.  
17 We've had a lot of transfers come in through the  
18 system and not all of them are athletes.

19 And this year that has taken -- I will  
20 agree, it's taken a huge spike, but it's because of  
21 the money we put into the school. The district's  
22 invested about \$6 million through a bond. And then  
23 we've added more resources through our local funds  
24 now that -- we've built those up.

25 In fact, my freshman class did add 11 new

1 students this year. Some of them were move-in.  
2 Some of them were transfers. And I don't know if  
3 maybe two of them are athletes. But because of the  
4 newness of the things going on on campus -- our  
5 academics -- I mean, when I got there -- it is no  
6 secret. Our high school was an "F" when I got there  
7 and now we're a solid "B" plus. So things -- it  
8 takes time for those things to work out.

9           And even on Kent Rossander's case, I  
10 mean, he was one our students prior to, before I was  
11 there. His family's from there. He had went there  
12 his whole life. They had some issues with the  
13 former superintendent and how some things were done,  
14 and they went over to Morrison.

15           They see those improvements. Kent even  
16 came last year and toured the school. It had  
17 nothing to do with basketball. He walked the  
18 schools, the high school. He wanted to see, hey,  
19 what are the good things going on in Glencoe?  
20 That's where I'm from. I want to come back there.  
21 So it was no surprise when his family reached out  
22 and he wanted to come back.

23 Q. Mr. Reeves, thank you for your time. That's  
24 all the questions I have. And opposing counsel  
25 might have some questions for you, but I really

1 appreciate your time.

2 A. I appreciate it.

3 **CROSS-EXAMINATION**

4 **BY MS. HUGHES:**

5 Q. Good morning, Mr. Reeves.

6 A. Good morning.

7 Q. I going to identify myself for the court  
8 reporter. I'm Casey Hughes, counsel for OSSAA.

9 Just a few follow-up questions based on  
10 the questions your counsel asked you.

11 You said that the Board officially  
12 approved the hiring of Coach Schubert on May 5th; is  
13 that right?

14 A. Correct.

15 Q. Okay. When did you first talk to Coach  
16 Schubert about being the basketball coach?

17 A. Well, I could't tell you an exact date. I  
18 actually talked to him last year, the prior year.  
19 Because, like I said, I mentioned we may not have a  
20 coach the prior year, and then my high school  
21 principal asked to it give another year.

22 So I talked to him, but nothing ever went  
23 to that. He wasn't -- he wasn't really interested  
24 in us at the time. And I told him we had a little  
25 bit of interest if we were to make a move at that

1 time. So we've had conversations off and on. I  
2 couldn't give you an exact date.

3 Q. But when you say "last year," do you mean  
4 during the last school year, the 2024-2025 --

5 A. I mean -- no, even before that. I talked to  
6 him the '23, at the end of the '23-'24 school year,  
7 or that summer.

8 Q. Okay. So you've been talking to Coach Schubert  
9 for a long time about possibly coaching at Glencoe?

10 A. I've talked to him -- it's not every day all  
11 time, but I had a conversation: Hey, are you  
12 interested? And, at that time, he was not. So  
13 months later, he'd say: Hey, what are you thinking?  
14 Here's what's going on at Morrison.

15 I think he did want to stay at Morrison,  
16 and they had their opportunity to hire him. And  
17 they chose not to do that. I don't know why we're  
18 being drug through the coals because they decided  
19 not to do that.

20 I had three players that left my baseball  
21 team and we had to cancel our baseball season last  
22 fall. Two of those went to Ripley, the school that  
23 started this email, and then a third left and went  
24 to Morrison. And he was a long-time student of  
25 mine. I'd had him at Jennings. His dad was my

1 superintendent at Jennings. We had a relationship  
2 for a long time.

3 I was going to hire his dad and then  
4 Morrison jumped in and hired him to be the baseball  
5 coach because he wanted to come back. He never  
6 wanted to leave. But he was a "baseball only" kid.  
7 And when we only had six kids for baseball, his hand  
8 was forced.

9 So, yeah, was Glencoe trying to get more  
10 kids, especially boys, to have a baseball team?  
11 Absolutely.

12 Q. So bringing more students into your athletic  
13 programs is important to Glencoe; is that correct?

14 A. Yes. We would love to have enough students to  
15 participate in sports. In our boys, we have three  
16 sports. We have fall baseball, basketball, and  
17 spring baseball. And when you lose two of those,  
18 you start losing kids, especially with this one-time  
19 transfer, which these kids were trying to take  
20 advantage of, and had done everything right to take  
21 advantage of that.

22 Q. Well, and you were also concerned, were you  
23 not, about bringing more players into your  
24 basketball program; is that correct?

25 A. No. Basketball never was an issue. The issue

1 was baseball. We didn't have enough. We had enough  
2 for a team, but it was very slim; five, six kids,  
3 and --

4 Q. So you have plenty of basketball players?

5 MS. WHITTEN: Objection, Your Honor.

6 THE WITNESS: Um, I had five or six.

7 MS. WHITTEN: Can she let the witness  
8 finish, please. She just cut him off, and I'd  
9 appreciate it if he could finish his answer. Thank  
10 you.

11 THE WITNESS: Like I said, I had five or  
12 six kids, and --

13 THE COURT: Just a minute, sir. When an  
14 objection is made, then just remain silent and let  
15 me rule on it. That's fine, though.

16 THE WITNESS: My apologies.

17 THE COURT: The Court will sustain the  
18 objection.

19 Let the witness answer his question fully  
20 before you follow-up.

21 You can proceed.

22 THE WITNESS: Like I said, I had four or  
23 five students, and two of my upper classmen, their  
24 parents, who were there already, had come to me with  
25 concern that we may not have enough for basketball.

1 And definitely -- they -- both of them play  
2 basketball and they were both looking at a possible  
3 transfer out of the district if more boys did not  
4 come in, because they were afraid we wouldn't have a  
5 team.

6 Q. (By Ms. Hughes) And I apologize for cutting  
7 you off earlier. That was not my intention. I will  
8 try to make sure I'll wait until you finish your  
9 answer.

10 I think I just heard you say, though,  
11 that there was a concern at Glencoe about not having  
12 enough basketball players?

13 A. There was a concern from -- a slight concern,  
14 of mine -- we had at the time, we had five, six,  
15 seven kids that we thought would be back. Two of  
16 those parents had come to me and said: Hey, we need  
17 to know who you're going to hire. Are we going to  
18 have enough? Because we're going to have to look at  
19 possibly entering our one-time transfer if we don't  
20 have enough.

21 But again, I said they're also baseball  
22 players. Having five, six, seven, kids, you have to  
23 have nine for baseball.

24 Q. Understood. So when did you first have a  
25 conversation with Coach Schubert where he indicated

1 to you that he might be -- he was interested in  
2 coming to Glencoe as basketball coach?

3 A. I don't know an exact date, maybe February,  
4 March-ish, possibly, when we had our first  
5 conversation. But it wasn't that you're the guy,  
6 as, hey, I'm going to be looking for a basketball  
7 coach. I already knew at that time. I'd already  
8 had that conversation with my principal back in  
9 December.

10 Q. But if I understood your testimony correctly,  
11 in February or early March, Mr. -- Coach Schubert  
12 had indicated to you that he was interested in the  
13 Glencoe position; correct?

14 A. I reached out to multiple people. He was one  
15 of them, just to engage any interest, correct.

16 Q. And he indicated he was interested?

17 A. He said at the time he was somewhat interested.  
18 He said, it's not something I'm not going to look  
19 at.

20 Q. This is right about the same time that you  
21 fired, or told Mr. Baker he would not be coming back  
22 for the next school year; correct?

23 A. Yes. We were waiting until the end of that  
24 season to let him know.

25 Q. And, in fact, you did let him know on or about

1 February 6th -- is that correct? -- right before  
2 districts?

3 A. I don't know the exact date, but I know it was  
4 after our last basketball game of the regular  
5 season. I spoke with my principal. We'd already  
6 made that decision back in December. But he said:  
7 Hey, as a basketball coach -- because our principal  
8 was the girl's basketball coach -- he said, you need  
9 to let him know early because job openings are going  
10 to come and it would be the fairest thing to do for  
11 that coach. And I agreed.

12 Q. And so, you know, we submitted an affidavit of  
13 Coach Sam Baker. And I don't know, have you  
14 reviewed that? Was that provided to you to look  
15 at?

16 A. I did not get any -- I got it late last night.  
17 I was already sleep. So, like I said, I'm in  
18 Oklahoma City, got up and drove this morning. So I  
19 was trying to flip through that, because I did not  
20 get that until late last night.

21 Q. So you have reviewed it or you have not?

22 A. I have not seen it in its entirety, no.

23 Q. All right. Well, I'll represent to you that  
24 Mr. Baker said, in his affidavit, that you let him  
25 know on or about February 6th, right before

1 districts, that he would not be coming back as the  
2 coach for the next school year.

3 Do you have any reason to dispute that  
4 time frame?

5 A. I think that was -- like I said, it was at the  
6 end of the regular season. I did go in and let him  
7 know that, and that he could start looking for other  
8 employment as a basketball coach.

9 Q. And you testified earlier that you were going  
10 to terminate Mr. Baker's position as basketball  
11 coach because he was a poor math teacher; is that  
12 correct?

13 A. The whole position, in total, was the math  
14 position. He happened to be our basketball coach.  
15 But the math scores were terrible the two years he  
16 was there.

17 Q. Okay. So why did you -- if the problem was his  
18 performance as a math teacher, why did you let him  
19 know he was going to be let go in the middle of the  
20 basketball season?

21 A. It wasn't the middle. Like I said, the  
22 official regular season had already ended. We did  
23 not have a very good record. I don't know if it was  
24 500 or so. We got knocked out the very first round  
25 of playoffs, in the kill game, something Glencoe

1 hadn't done in many, many years.

2 But it wasn't a basketball-based  
3 decision. Like I said, I came with concerns the  
4 prior year, to my high school principal, voiced  
5 those concerns. And then by December, I already  
6 knew.

7 And just so you're aware, on the  
8 basketball side of things, for a coach and a  
9 teacher -- and you guys referenced that earlier  
10 about Morrison prefers to hire teachers as coaches.  
11 Your base salary for a teacher is going to be tied  
12 up in your teaching.

13 For instance, a general -- and I don't  
14 want to speak to a specific person, but I may have  
15 a -- a general teacher, with 15 years' experience,  
16 may be making \$50,000 teaching, their basketball  
17 stipend may be 6- or \$8,000.

18 Q. Understood.

19 A. So you're not going to stay for employment for  
20 \$6,000 for a full year.

21 Q. Understood. And what is Glencoe paying Coach  
22 Schubert to coach?

23 A. Right now, he's going to make about \$10,000.  
24 He is not teaching. Again, it's a stipend.

25 Q. Okay. And is \$10,000 more than the stipend

1 that Sam Baker was receiving to be the basketball  
2 coach?

3 A. I don't believe so, no.

4 Q. Mr. Baker was receiving \$10,000?

5 A. At or about; very, very close. I could get  
6 exact numbers, but it's going to be very, very close  
7 in that neighborhood, correct.

8 Q. Okay. You testified earlier that you had  
9 verbal discussions with each of the parents for the  
10 students in this case before the team camp on May  
11 29th and 30; is that correct?

12 A. Correct.

13 Q. Okay. When did you talk to each parent  
14 about --

15 A. I don't have each individual. I know some of  
16 them showed up at the school, knocked on my office  
17 door and some them made main phone calls. Some of  
18 them I'm personal friends, like the Rossanders. GK  
19 is the father of Kent Rossander. He was in my  
20 class, graduated from Glencoe. We went K through 12  
21 our whole entire career together, in a small class  
22 of about 25 kids, so -- that is -- they're different  
23 for each individual situation.

24 I know Mendy was the one from Perry. And  
25 I remember that one specifically because it was

1 early May, maybe around May 5th, because she called  
2 and her questions weren't even about basketball. I  
3 didn't know her son was a basketball player at all.  
4 She was asking me about what her options were for  
5 concurrent enrollment; what our online options were;  
6 what our credit options were. And she was wanting  
7 to know things to further his education because he  
8 was interested in going to college.

9           Then later on, she got into some of the  
10 basketball issues she was having. I didn't even  
11 know at the beginning that he was even a basketball  
12 player.

13 Q.   And as a coincidence, I guess, the day you  
14 spoke to Ms. Garfield was the same day the Board  
15 approved hiring Coach Schubert -- is that correct?  
16 -- May 5th?

17 A.   Yeah. I spoke to her before that Board  
18 meeting. So I had no idea of that. The Board  
19 meeting didn't even start until 6:30. I talked to  
20 her much earlier in the day.

21 Q.   Did you speak to any of these parents about  
22 transferring to Glencoe prior to the time, in  
23 February, when you confirmed Coach Schubert's  
24 interest in the Glencoe basketball job?

25 A.   Not that I'm aware of.

1 Q. Okay.

2 A. Other than the Rossander kid, which I'd  
3 mentioned we talked to him the prior year.

4 Q. So you talked about some of the Glencoe open  
5 gyms that occurred during the month of May. Why do  
6 you have your basketball coach supervising those  
7 open gyms?

8 A. He wasn't necessarily there supervising. He  
9 had a son who was there. His son had an issue with  
10 his car, and he was bringing his son. He asked if  
11 he could stay and watch, and I told him he  
12 absolutely could. And there was many other parents  
13 who stayed and watched their kids, too.

14 There was no coaching going on, and I did  
15 tell him that, hey, if we have somebody there, an  
16 adult there, that's better for liability reasons. I  
17 prefer to have that, but it's not necessarily  
18 required.

19 Q. So in order to have these open gyms, does  
20 Glencoe require some sort of administrator or  
21 employee of the school be there --

22 A. No.

23 Q. -- while the gym is going on?

24 A. No. No, we do not.

25 Q. No?

1 A. We do not.

2 Q. Okay. You told us at the Appeal Board Hearing  
3 that you told Coach Schubert: To be safe, don't  
4 coach the kids this year at all?

5 A. No. I was referring to AAU basketball. To be  
6 safe. Do not coach them. Even though he reached  
7 out and he was told he could coach them up until May  
8 1st. I told him I did not want him to do that, just  
9 to make sure we're complying with all the rules.

10 Q. Okay. So it was important to Glencoe that they  
11 comply with the Linked Rule?

12 A. Correct.

13 Q. Okay. And so -- but your admonition to him was  
14 just don't coach any AAU basketball; is that  
15 correct?

16 A. Correct.

17 Q. Okay. And so, why was it okay for Coach  
18 Schubert to coach these boys during the month of  
19 May?

20 A. Because that is his team and those are our  
21 kids, that's why.

22 Q. But they weren't your kids on May 29th.

23 A. They were our kids. They were --

24 Q. Had they applied to transfer -- excuse me. Let  
25 me finish my question.

1 MS. WHITTEN: Objection, Your Honor. She  
2 cut him off again.

3 THE COURT: Just a minute.

4 That objection will be overruled. She's  
5 asking a question.

6 Rephrase your question, Counsel.

7 Q. (By Ms. Hughes) At the time of the Glencoe  
8 team camp, on May 29th and 30th, had any of these  
9 student athletes applied to transfer to Glencoe  
10 School?

11 A. They had all contacted me, yes.

12 Q. Had they applied --

13 A. The portal --

14 Q. -- with the Oklahoma Department of Education?

15 A. The portal opens June 1st. We've been over  
16 that.

17 Q. So they had not applied?

18 A. They had contacted me.

19 Q. But they had not applied to transfer?

20 A. They had applied with me verbally.

21 Q. They had not applied with the Oklahoma  
22 Department of Education to transfer to Glencoe  
23 Schools, had they?

24 A. They applied with me verbally. I gave them my  
25 consent, that I had capacity to take them, yes.

1 Q. Do you understand, Mr. Reeves, as the  
2 superintendent of Glencoe Schools that in order to  
3 transfer -- in order for a student to transfer to  
4 Glencoe, they are required to apply through the  
5 Oklahoma Department of Education to transfer  
6 schools?

7 A. Correct.

8 Q. And they're required to do that some time on or  
9 after June 1st and July 15th; correct?

10 A. That's not necessarily correct. The portal for  
11 the previous year is still open, and that's where we  
12 run into the problem. And that's why the REO sent  
13 the letter, because if we do that in the previous  
14 year, the '24-'25 school year, that messes up all of  
15 our reporting, specifically the annual statistical  
16 report, which we get funded off of. That's what  
17 makes it illegal.

18 If I were to instruct them to go in and  
19 apply prior that June 1st, outside that window, that  
20 would skew our numbers. That would skew Morrison's  
21 numbers and I would be getting funding that Morrison  
22 should have gotten and received; same thing for  
23 Perry.

24 Q. You testified that there is no formal  
25 pre-enrollment process at Glencoe; correct?

1 A. Correct.

2 Q. All right. But as part of the transfer process  
3 to a new school, the students are required to file  
4 an application in the transfer portal; correct?

5 A. Correct.

6 Q. Okay. And before they do that, they are not a  
7 student at your school; correct?

8 A. I -- I have a hard time answering that, because  
9 always in the past, yes, they've always been my  
10 students and they've always played. And I've  
11 contacted OSSAA, and I've always considered them my  
12 students, yes.

13 Q. So if I talked to you today, Mr. Reeves, about  
14 my son and his interest in maybe transferring to  
15 Glencoe Public Schools, you would consider him his  
16 student even -- Glencoe's student even though I've  
17 not filed a transfer application?

18 A. Not today, because you would have to put him in  
19 the portal because it's open.

20 Q. Because, in fact, they're not a Glencoe student  
21 until they have entered their application into that  
22 portal; correct?

23 A. Even once they enter the application in the  
24 portal, they are not enrolled. So it depends if  
25 you're calling them "enrolled" or not. If you're

1 saying enrolled as my student, then no. They're  
2 still not my student even when put in the portal.  
3 They just put in to be accepted.

4 Q. But they can't be a student at Glencoe Schools  
5 unless they file a transfer application. Can we  
6 agree on that?

7 A. For an outside-the-district student, correct.

8 Q. And these students were all transferring from  
9 outside the district; correct?

10 A. Correct.

11 Q. Okay. So I want to go back to -- a minute.  
12 You told him to be safe, not to coach AAU basketball  
13 during the summer; correct?

14 A. Correct.

15 Q. And the Linked Rule wasn't effective?

16 A. Not until May 1st.

17 Q. Okay. But you didn't have any concern about  
18 him coaching these students at a Glencoe team camp  
19 prior to them transferring -- filing an application  
20 to transfer to Glencoe Schools?

21 A. Not at all. We've done it the previous year  
22 and we've done it many years prior to that, and the  
23 Link Rule was in effect the previous year. And I  
24 called and contacted the OSSAA last year and asked  
25 if we could do that. They said they did not govern

1 the summer activities.

2 I also supplied into evidence an email  
3 from Mr. Lester, who's a member of the OSSAA, where  
4 he specifically sent an email to the Frontier  
5 Superintendent about a student that they had who  
6 went over and played at Perry all summer, even  
7 enrolled over there and was their student, and still  
8 came back -- and he'd said in his email that that  
9 student's eligibility still lied with Frontier  
10 because summer activities do not count. The only  
11 thing that mattered was "did they participate in a  
12 regular season game or scrimmage."

13 Q. Are you familiar, sir, with the OSSAA rules?

14 A. Somewhat. I'm learning more and more every  
15 day.

16 Q. Have you ever read them?

17 A. I've read parts of them throughout the years.  
18 I can't say that I've sat down and read the entire  
19 manual front-to-back.

20 Q. Have you ever read Rule 8, the Eligibility  
21 Rule?

22 A. Probably at some point in my career.

23 Q. Okay. Have you read it recently?

24 A. Not to my knowledge.

25 Q. Okay. Is your athletic director, Tony Holt,

1 does he -- do you know whether he's familiar with  
2 the OSSAA rules?

3 A. He's fairly familiar. He's in contact with  
4 them quite regularly.

5 Q. Okay. And would you agree with me, sir, that  
6 you could not enroll a student at Glencoe Schools  
7 unless that student applied, an out-of-district  
8 student, unless that student first applies to  
9 transfer to the school district?

10 A. Yeah. They would have to.

11 Q. Okay. And so on May 29th and 30th, these  
12 students were not enrolled at Glencoe --

13 A. Couldn't be.

14 Q. -- can we agree on that?

15 A. Yeah, they could not be by law.

16 Q. And they could not be because they had not even  
17 applied to transfer to the school?

18 A. That's where we disagree. They had contacted  
19 me and I told them, yes, they were. We had capacity  
20 to accept them, and we would accept them.

21 Q. But under the legislative framework that lays  
22 out how transfers are supposed to happen under the  
23 Open Transfer Act, where does it say that a student  
24 just has to call the school and ask if they can  
25 come?

1 A. That's what we're asking the OSSAA. Where is  
2 this rule, unenroll rule? We've never had that  
3 before.

4 Q. We're talking about the OSSAA rules. Are you  
5 familiar with the Education Open Transfer Act?

6 A. Quite a bit.

7 Q. Okay. And doesn't it say in there that step  
8 one is, a student must file an application to  
9 transfer in the Oklahoma Department of Education  
10 portal?

11 A. I'm not familiar with that piece of it.

12 Q. It doesn't say anywhere in there they just have  
13 to call the school and ask if there's going to be  
14 room for them?

15 A. It says that they cannot be enrolled until  
16 their first day of attendance.

17 Q. And, in fact, if you have multiple student  
18 transfers, isn't it true you have to accept them in  
19 the order in which they filed their application with  
20 the Oklahoma Department of Education?

21 A. After the June 1st deadline. We also, prior to  
22 that, can write a list out on our desk and make our  
23 own list if it comes prior to that, because we  
24 cannot do anything that would affect our ASR  
25 numbers.

1 Q. So I'm going to ask you a bit of a  
2 hypothetical. If you had four students, like you  
3 did in this case, contact you ask: Is there going  
4 to be room for me if I want to come to Glencoe next  
5 year? And you said: Yeah. I think I'm going to  
6 have plenty of room, and for whatever reason, maybe  
7 because of all this money you've spent on your  
8 facilities and stuff, you know, Glencoe's the new  
9 place to be, and suddenly you have five or six  
10 people on June 1 that apply file an application to  
11 transfer, and you only had room for five or six  
12 students, what would happen to the boys, or the  
13 students that you told previously, yeah, I should  
14 have room for you? They waited and they didn't file  
15 their applications until after the initial  
16 applications were filed on June 1st.

17 A. Well, there's two parts of to that. Number  
18 one, I already knew that I had more than ten that I  
19 could take. In that hypothetical, I already knew  
20 that answer.

21 And, number two, we reset the capacities,  
22 like I was telling the judge earlier, every three  
23 months. July is always when we reset our  
24 capacities. That way, we know going into the school  
25 year, August 1. So if I really wanted to take those

1 students, I could set that capacity wherever I  
2 wanted it in July.

3 Q. So you can manipulate your capacity to take as  
4 many students as you want to take?

5 A. As long as the Board approves that. I can  
6 suggest to the Board here's our capacities. The  
7 Board would have to prove that.

8 Q. How many -- before these students transferred  
9 in, how many students did you have in your 11th  
10 grade class?

11 A. I couldn't tell you. I'd have to get  
12 documentation to verify. I just know that it was  
13 less than 30.

14 Q. Okay. Let me look at my notes here. I'm not  
15 sure if I have any more questions. I do have one  
16 more question.

17 You testified about that Ms. Whitten  
18 asked you whether -- about other schools who  
19 participated in team camps.

20 A. Sure.

21 Q. And do you understand, sir, that the OSSAA  
22 rules allow schools to have team camps in the  
23 summer?

24 A. Yes. At this point, I'm wondering why we allow  
25 them before June 1st.

1 Q. Well, a current student at Glencoe, they could  
2 participate in a camp before June 1st, couldn't  
3 they?

4 A. Yeah. Absolutely.

5 Q. Yeah. You mentioned that there were a number  
6 of other schools, who you felt like were in your  
7 exact same situation here, that had transfer  
8 students that played in summer -- or played in camps  
9 and they haven't been charged with the link  
10 violation?

11 A. Correct.

12 Q. Who?

13 A. I submitted an affidavit from the  
14 superintendent out at Fairview, who said  
15 specifically they had. I also talked to Dover's  
16 coach during our baseball tournament. He had said  
17 he had multiple people that had participated. And  
18 there were more that Mr. Holt, the athletic  
19 director, talked to. Most of the schools in our  
20 tournament said they had the same.

21 Q. And do you know, sir, whether the students that  
22 were at issue for Fairview, Dover, or any of those  
23 other schools, do you know when their students  
24 applied to transfer to their school?

25 A. I know it wasn't before June 1st.

1 Q. Right, because you can't. Nobody can --

2 A. Exactly.

3 Q. -- right? If you're transferring out of  
4 district for the upcoming school, June 1st is the  
5 first day that you can transfer?

6 A. Correct.

7 Q. Okay. So, but what I'm asking you is: Do you  
8 know whether these students participated in summer  
9 camps that occurred before June 1st?

10 A. All I know is what their coaches told me. So  
11 from what they told me, yes. But I don't know how  
12 to verify that. I didn't go talk to their kids. It  
13 wasn't my business, and I didn't care. But their  
14 coaches told me that, yes.

15 Q. Okay. And you said that you submitted an  
16 affidavit. Did I hear that right?

17 A. Sure. From -- Fairview had signed an  
18 affidavit, their Superintendent Craig Church. And  
19 that was at the appeals hearing with the OSSAA as  
20 well.

21 MS. HUGHES: I have no further  
22 questions.

23 THE COURT: Any redirect?

24 MS. WHITTEN: Your Honor, if I may so  
25 briefly. I do not want to test the Court's

1 patience, and I realize they also have witnesses to  
2 put on. I think it's really important that the  
3 Court hears the kids and parents at issue. So I  
4 have just two questions for Mr. Reeves.

5 **REDIRECT EXAMINATION**

6 **BY MS. WHITTEN:**

7 Q. Mr. Reeves, very briefly. Do you still stand  
8 by your testimony that you followed all OSSAA  
9 guidance that has been told you, and was told to you  
10 in your time as superintendent at Glencoe?

11 A. Correct. And as I got emails with guidance, I  
12 shared those with those parents and told them how  
13 they needed to act and in which manner.

14 Q. And, two, best knowledge and belief. Glencoe  
15 did not recruit or link any of these kids; correct?

16 A. Correct.

17 Q. And at the time of the team camp on May 29th  
18 and 30th, all of these boys had been approved and  
19 pre-enrolled to attend Glencoe by you; is that  
20 correct?

21 A. That's correct.

22 Q. Thank you, Mr. Reeves. I have no further  
23 questions.

24 MS. HUGHES: I have just one on  
25 recross.

1 THE COURT: You may.

2 REXCROSS EXAMINATION

3 BY MS. HUGHES:

4 Q. You told me, Mr. Reeves, that you consider a  
5 transfer student to be a Glencoe student once you  
6 verbally approve them to transfer to your school; is  
7 that correct?

8 A. Yes.

9 Q. All right. So if you approve a student to  
10 transfer -- they contact you, say, in February and  
11 they say, I want to transfer to Glencoe Schools.

12 And you say, come on. I've got room for  
13 you. You consider them a Glencoe student?

14 A. Not in February. If they waited until the  
15 summer and school's out -- I don't want to mess with  
16 any numbers with the ASR report. So I would write  
17 them on a list, correct.

18 Q. So what months of the year do you get to decide  
19 that a student, who has not yet filed an application  
20 to transfer schools, is a Glencoe student?

21 A. By my capacities. I'll tell them if I have  
22 capacity to take that student or not. It's still up  
23 to the parent whether they bring them or not. We  
24 had a kid that played last year, that the parent  
25 told me they were coming. They played. I contacted

1 OSSAA. They said both kids could play in the  
2 summer.

3 One of those kids decided to go back to  
4 Stillwater and never came to Glencoe. That's what  
5 OSSAA told me to do.

6 Q. And when you approved these kids, these  
7 plaintiff student athletes, to come to Glencoe, you  
8 consider them a Glencoe student because you gave  
9 this pre-approval in what month?

10 A. Well, because their parent gave me their word  
11 that they were coming. Once they said, yes, we are  
12 coming -- I had several others, multiple other  
13 parents that had contacted me that didn't end up  
14 coming. I even had one that ended up going to MO  
15 schools. And she said, "Can they play in summer  
16 league with you?"

17 And I told her, "I prefer they do not  
18 play with us unless that kid is for sure going to  
19 come to Glencoe, because he'd be taking somebody  
20 else's time," and she agreed.

21 She said, I agree. I think that's fair.  
22 They decided not to come and that kid did not play  
23 with us.

24 Q. And isn't it you true the only way you can know  
25 for sure a student is coming to Glencoe is if

1 they've filed an application to transfer?

2 A. No, that is incorrect. I still don't know for  
3 sure. I've had multiple people that have filed and  
4 then changed their mind. Just because they file  
5 that transfer paper doesn't mean they're coming. So  
6 until their actual first of attendance, that's when  
7 I know. That's when I put them on a roll.

8 Q. So, you can't know for sure that they're coming  
9 until they're actually enrolled at your school; is  
10 that fair?

11 A. Correct.

12 Q. All right. And you told me just a minute ago  
13 that you had another student that you told you  
14 didn't think they should participate in summer  
15 activities because they might not enroll. You don't  
16 know for sure they're coming and that would displace  
17 opportunities for current Glencoe students; correct?

18 A. I'm taking their parent at their word. And  
19 when their parent tells me they are for sure coming,  
20 then I have to believe that.

21 Q. But you didn't take that parent at her word?  
22 You thought there was a chance she might not be  
23 coming?

24 A. I'm confused at which parent you're talking  
25 about.

1 Q. Well, no further questions.

2 THE COURT: May this witness step down?

3 Mr. Reeves, thanks for being here today.

4 THE WITNESS: Thank you.

5 THE COURT: You can step down. You're  
6 free to leave or remain as you desire.

7 MS. WHITTEN: Plaintiffs now call Coach  
8 Garrett Schubert to the stand, Your Honor, at this  
9 time.

10 THE COURT: Before I swear Coach Schubert  
11 in, just for counsels' information, it appears to  
12 the Court this hearing is going to not be concluded  
13 this morning. The Court does have time today to  
14 continue on with this hearing after the lunch hour.

15 I do have two matters at 1:30 that were  
16 previously set. When I set this, it was perhaps my  
17 naive thought we would be through with the hearing  
18 by noon. But that's apparently not going to happen,  
19 which is fine. But just advise the parties and  
20 counsel, we'll proceed until close to noon, maybe a  
21 little bit past noon. The Court will break for  
22 lunch.

23 We'll resume this hearing at  
24 approximately 2:30 p.m. I'll start no earlier than  
25 2:30 p.m. Depending on my other two matters, we may

1 be a little beyond 2:30, but we will continue the  
2 hearing.

3 Sir, if you'll raise your right hand.

4 **(WHEREUPON THE WITNESS WAS DULY SWORN)**

5 \* \* \* \* \*

6 **GARRETT SCHUBERT,**

7 having first been duly sworn to testify to the  
8 truth, the whole truth, and nothing but the truth  
9 testified as follows

10 THE WITNESS: Yes, sir.

11 MS. WHITTEN: And, Your Honor, we  
12 appreciate your patience. Thank you so much for  
13 making time for us today. I apologize. Our  
14 intention was to finish before lunch.

15 THE COURT: You're fine.

16 Sir, you're going to be asked questions  
17 by the attorneys. Please let them finish their  
18 questions, then give your answer in a loud, clear  
19 voice so everybody can hear. Most importantly, the  
20 court reporter, who will be taking down everything  
21 you're saying.

22 THE WITNESS: Okay.

23 THE COURT: If you would start, sir,  
24 state your first and last name, and spell each of  
25 those.

1 THE WITNESS: Garrett Schubert.

2 G-A-R-R-E-T-T. Last name is Schubert,

3 S-C-H-U-B-E-R-T.

4 THE COURT: Thank you.

5 Counsel, you may proceed when you are  
6 ready.

7 MS. WHITTEN: Thank you, Your Honor.

8 **DIRECT EXAMINATION**

9 **BY MS. WHITTEN:**

10 Q. Hello, Mr. Schubert.

11 A. Hello.

12 Q. Do you mind if I refer to you as "Coach"?

13 A. Perfect.

14 Q. Can you tell me what you do for a living?

15 A. My wife and I own the End Zone here in  
16 Stillwater, sporting good store, going on 25 years.  
17 We own rental properties in town. We own a men's  
18 hair salon in town, and my wife's a school  
19 teacher.

20 Q. Are you both proud entrepreneurs and business  
21 owners?

22 A. Yes, ma'am.

23 Q. And you don't need to coach for financial  
24 reasons; is that correct?

25 A. Correct.

1 Q. Can you tell the Court today why you coach?

2 A. I've been coaching for probably 20 years. I do  
3 it for the kids. I've been doing it since I was 20,  
4 21. I do it to help kids get a further education,  
5 to train them, and hopefully get a college  
6 scholarship.

7 Q. What's your success rate on getting these kids  
8 a college scholarship?

9 A. I think my wife and I went back one day, and I  
10 think it's close to 80 to 85 percent of the kids  
11 that I've coached.

12 Q. Well, that is very impressive, Coach. How many  
13 kids do you and your wife have?

14 A. I've got three boys.

15 Q. And are all three boys pretty athletic?

16 A. I would say so.

17 Q. And is that a part of your motivation in being  
18 a coach, is that you get to coach your own boys,  
19 too?

20 A. Of course.

21 Q. And what kind of pride do you feel when you get  
22 to see your boy on the court?

23 A. It's -- unless you've done it, you don't  
24 understand the feeling. But to be able to coach  
25 your own son is great.

1 Q. You've heard a lot today about you personally,  
2 about AAU, about your participation at Glencoe  
3 camps. And I'm hopeful you can provide the Court  
4 some insight.

5 What is AAU ball?

6 A. I believe it stands for Amateur Athletic Union.  
7 It's a term thrown around for travel basketball.  
8 For a lot of kids after the basketball season ends  
9 in March or April, that a lot of kids will go play  
10 in tournaments. There's what's called "viewing  
11 periods" throughout summer that college coaches can  
12 attend. That's the camps you want to be at. So if  
13 you have a good weekend, that's how you have a  
14 chance to earn a scholarship.

15 Q. And how long have you been a coach for AAU?

16 A. I've been doing it close to 20, 25 years.

17 Q. And have you seen AAU ball enrich these young  
18 minors' lives in the State of Oklahoma?

19 A. Of course, yes.

20 Q. In fact, doesn't AAU give these kids an extra  
21 opportunity to obtain scholarships to colleges that  
22 they might not otherwise be able to attend for  
23 financial reasons?

24 A. Yes. So I'd say probably the last 10 to --  
25 probably 10, 15 years -- it used to -- the college

1 coaches used to go to the high school games. That  
2 is no longer the case. They go to what's called  
3 "AAU tournaments" and "viewing periods" where the  
4 coaches can watch multiple kids and athletes at the  
5 same tournament.

6 Q. When did you start coaching at Morrison?

7 A. Last year. I believe they had contacted me  
8 last year in August, I believe.

9 Q. So they reached out to you for you to teach  
10 middle school, coach middle school ball?

11 A. Yes. My sister, who's the athletic director,  
12 reached out to me and said they were in a bind.  
13 They did not have money and they did not have a  
14 coach to coach the 5th and 6th grade boys  
15 basketball.

16 Q. And so you jumped in when Morrison needed you;  
17 is that correct?

18 A. Yes, ma'am.

19 Q. And your sister is still the athletic director  
20 at Morrison today; is that correct?

21 A. Yes, ma'am.

22 Q. In fact, doesn't your youngest son still attend  
23 Morrison Public Schools?

24 A. Yes, ma'am.

25 Q. And what is your relationship -- and I realize

1 it's different for each four boys. So I'm hoping  
2 you can kind of walk the Court through your  
3 relationship with each of the four minors at issue.

4 A. I could start with Preston Bates. He's -- I  
5 coached his brother, Antwon, and my son played  
6 together. So Preston's been around me since he was  
7 probably, I'm just going to throw a guess, five,  
8 six, seven years old, ten years -- I'm not sure the  
9 exact age, but he's been around me for a long time  
10 because I coached his brother. And then, of course,  
11 I've coached him since he was 1st grade, 2nd grade.

12 Cameron Racy: I believe I've had him  
13 since 3rd or 4th grade. Me and his dad are pretty  
14 much in the same field, sporting goods. I met Kip  
15 and them through Oklahoma State, and I've coached  
16 his son ever since then.

17 Kent Rossander: I met him, which I  
18 didn't know it, but I was training kids at Glencoe a  
19 long time ago, working kids out in the area, and he  
20 was a little kid. I would say he was probably 1st  
21 or 2nd grade. His dad had introduced himself. I  
22 didn't remember him until -- he played basketball at  
23 Morrison with my son, that he reminded me that, hey,  
24 I introduced you, and my son was at the gym at one  
25 point.

1                   And then, of course, my son.

2                   Hollis Garfield: I didn't know Hollis  
3 until, I believe it was April 28th or 29th, that he  
4 had come and played a basketball tournament with  
5 those boys.

6 Q.     Can I ask you, in regards to Hollis, was there  
7 an attempt by Hollis' mom to contact you about  
8 playing basketball with you at Glencoe?

9 A.     She had reached out and left a voice message,  
10 and I had called her back. She was just asking if I  
11 could guide her to, you know, who did she need to  
12 talk to about transferring to Glencoe.

13                  And I was advised by our JM that if  
14 anybody ever was to ask me about coming to Glencoe,  
15 that they need to call the Superintendent which I  
16 told her I could not talk to her, that I gave her  
17 the superintendent's cell phone number.

18 Q.     So the allegation that you're linked to these  
19 four boys -- and you actually informed the OSSAA of  
20 this. But at least in regards to Hollis Garfield,  
21 his mom actually reached out to you. You did not  
22 know Hollis. You did not know his mom; and you  
23 informed her that she needed to speak to Jay Reeves,  
24 the superintendent about any questions she had about  
25 playing basketball at Glencoe; is that correct?

1 A. Correct.

2 Q. And without violating anyone's privacy, and I  
3 pray that opposing counsel will do the same, with  
4 keeping in mind that these are minors at issue here.  
5 Have you ever served as a foster father to these  
6 kids at times?

7 A. Yes.

8 Q. And have you provided these kids -- you've  
9 opened your home to them. You've provided them  
10 food, shelter, care, comfort, mentorship, guidance  
11 on scholarships, and even taken them on family  
12 vacations. Would that be fair characterization of  
13 your relationship with three of the four boys at  
14 issue?

15 A. Correct.

16 Q. Right. And the fourth boy, who would not be  
17 included in that bucket, would be Hollis Garfield  
18 because that's a new -- that's a new person that you  
19 have met just this past year?

20 A. Right.

21 Q. And are these kids good friends with your  
22 son?

23 A. Yes, very close.

24 Q. To your knowledge, is there anything criminal  
25 about being a good mentor to these kids?

1 A. Not that I've been told.

2 Q. Has anyone ever told you that you go above and  
3 beyond for these kids?

4 A. A lot of times, yes.

5 Q. Isn't it true that parents somewhat chase you  
6 around the State and wherever you're at because they  
7 know their kid's going to get better opportunities  
8 if you're coaching for them?

9 A. Yes. I've coached kids all over the State of  
10 Oklahoma and summer basketball, and I get many calls  
11 and questions on what to do; what team to play for;  
12 and where do we need to go in June, July to be seen  
13 by college coaches.

14 Yes, my phone rings nonstop.

15 Q. Would you ever intentionally do anything to  
16 hurt any of these boys' chances at eligibility for a  
17 year?

18 A. No. And that's why I personally -- my oldest  
19 son went through the process of transferring to  
20 Stillwater. When he did that, I made sure that I  
21 reached out to a good friend of mine named Van Shea  
22 Iven, who works for the OSSAA. He guided me to make  
23 sure we did not do anything wrong. And there was  
24 multiple times that he did not know that question  
25 and he would refer to Brian Lester. And Brian

1 Lester had even reached out to me a few times to get  
2 those questions on my oldest son.

3 So when these boys, when this came  
4 available, I reached back out to Van Shea to make  
5 sure that, you know, because I know that the Link  
6 Rule had been thrown around and I wanted to make  
7 sure these kids would not be linked.

8 And his exact words were: "Garrett, you  
9 can coach these boys all the way up to August 30th.  
10 But if it was me, just to be safe, I would not do  
11 it, just to be safe."

12 And then he informed me that the OSSAA  
13 was eventually going to throw out the rule that high  
14 school coaches could not coach in the summertime,  
15 that they were eventually going to throw that out so  
16 they wouldn't have to mess with any of this stuff.

17 Q. And so to make sure I understand your  
18 testimony, Coach, you regularly reach out to members  
19 of the OSSAA for guidance on rules, such as the Link  
20 Rule?

21 And, actually, in this case, you reached  
22 out about your ability to coach AAU ball this  
23 summer. And Van Shea Iven, an employee of the  
24 OSSAA, informed you that you could coach AAU ball up  
25 to the last day of April and face zero link issues;

1 is that correct?

2 A. That's correct.

3 Q. And just to be safe, you sat on the sidelines  
4 all summer of AAU and did not coach AAU ball?

5 A. That's correct.

6 Q. Was it tough for you to sit on the sidelines  
7 this summer for AAU ball?

8 A. Yes.

9 Q. Can you describe to me the impact it has had on  
10 you and your wife, your kids to have your name  
11 dragged through the mud in this case?

12 A. Yes. It's been pretty brutal. I own a  
13 sporting good store. And, of course, I'm friends  
14 with all the coaches here at Oklahoma State, and all  
15 those guys have been through the store the last  
16 three, four weeks. And I've got numerous phone  
17 calls.

18 My wife even said, "You haven't talked to  
19 me in two or three weeks," because I stressed out.

20 I went to the bank, at the local bank, to  
21 deposit some checks and -- for our fundraiser. I  
22 was told that, before this all happened that: Oh,  
23 it's going to be easy, Garrett, just bring the money  
24 by, the fundraiser, and you're good to go.

25 And then when I showed up -- of course my

1 names's been all over the news. They told me I  
2 needed a bunch of different things now. I needed to  
3 get this, this, this, this, and I just, you know,  
4 happened to walk out. So it's been very difficult.

5 Q. Would you say that you and your reputation have  
6 been irreparably harmed by the OSSAA's conduct in  
7 this case?

8 A. Yes.

9 Q. Would you say that you will miss opportunities  
10 in the future because of the allegations the OSSAA  
11 has made against you?

12 A. Yes.

13 MS. HUGHES: Objection. Calls for  
14 speculation.

15 Q. (By Ms. Whitten) Well, actually, recently  
16 didn't you did miss an opportunity? Didn't someone  
17 reach out to you and tell you that you were no  
18 longer going to be able to -- I might screw up the  
19 words here because I'm not a coach -- but to  
20 participate in some kind of a coaching activity  
21 because of this, outside of Glencoe?

22 A. I'm not sure. The question again?

23 Q. Okay. Let me rephrase that. Did somebody from  
24 another school reach out to you and say that because  
25 of all this happening that you couldn't attend an

1 event?

2 A. I'm not sure.

3 Q. Okay.

4 A. Which --

5 Q. But you have had interactions, for example, at  
6 the local bank?

7 A. Yes.

8 Q. Where you actually had to end a business  
9 relationship because of the conduct of the OSSAA; is  
10 that correct?

11 A. Yes. Yes.

12 Q. So the fact that counsel has just called that  
13 speculation, that you have been damaged in this  
14 case, would not actually be speculation because you  
15 have firsthand knowledge of how you were treated at  
16 the bank; is that correct?

17 A. Yes. And I've had multiple social media people  
18 hammering my name on social media. And, of course,  
19 you know, owning a business here in town and my wife  
20 being a school teacher. My wife has even went to  
21 the point that she had to tell her superintendent,  
22 or I think it's her principal that: Hey, could you  
23 advise the teachers to quit asking me questions and  
24 quit harassing me about my husband and what's going  
25 on.

1 Q. Would you say that this eligibility crisis has  
2 completely changed you, your family, and your three  
3 sons' lives?

4 A. Of course.

5 Q. And it's changed it for the negative?

6 A. Yes.

7 Q. Coach Schubert --

8 A. I was just going to say I was really worried  
9 about my son playing football at Oklahoma State.  
10 He's a freshman at Oklahoma State, and obviously I'm  
11 friends with all those guys. So they call up, you  
12 know, and check on me, but I was really concerned  
13 that it would have, you know, an effect on him.

14 Q. At this point has it had any impact on your  
15 son?

16 A. No, it's just -- other than the fact that all  
17 his buddies and everybody "I seen your dad on the  
18 news" and, you know, all that speculation of  
19 recruiting and all that stuff, so --

20 Q. Coach, I realize you're not a lawyer, but  
21 something that the judge has to evaluate today is  
22 whether money damages would make you whole.

23 You're a named Plaintiff in this case.  
24 So, let's say today the OSSAA offered you a sum of  
25 money. Would really any sum of money offered by the

1 OSSAA fix the harm to your reputation, your name,  
2 and you and your family's pain and suffering from  
3 this conduct.

4 A. Probably not.

5 Q. Did you at any point ever recruit these boys to  
6 come to Glencoe?

7 A. No.

8 Q. In fact, didn't you tell these boys: Do not  
9 follow me to Glencoe. You have to make the decision  
10 that's best for you?

11 A. Yes. I told all their parents and all the kids  
12 that, yes.

13 Q. Did you ever think at any point you were  
14 breaking the Link Rule, Rule 24, by participating in  
15 a team camp before the transfer portal opened?

16 A. No. Because like I said, I called Van Shea  
17 numerous times, who I actually -- I've coached his  
18 son as well. And so, no. He advised me that the  
19 Link Rule would not go into effect until May. Don't  
20 coach them in the summertime and, you know, you'd be  
21 good to go.

22 Q. So the OSSAA explicitly told you that your  
23 conduct in this case would not prevent any of these  
24 boys from playing due to the Link Rule or the  
25 recruiting rule; is that correct?

1 A. That's correct. And I was even advised to what  
2 the boys should do for summer AAU is just go grab a  
3 couple kids in the area and just go play since it  
4 was the past the deadline, past the tryout deadline,  
5 for a lot of the organizations.

6 Q. So you followed all of the guidance that the  
7 OSSAA gave you and you are still being punished in  
8 this case; is that correct?

9 A. That's correct.

10 Q. Are you aware of the numerous communications  
11 sent to Glencoe's athletic director and  
12 superintendent that they were waiting to see how  
13 they quote, unquote, "punished" you?

14 A. Yes.

15 Q. And can you inform the Court when basketball  
16 practice would begin this year if this eligibility  
17 crisis was resolved today?

18 A. October 1st is the first day you can have  
19 basketball practice.

20 Q. So time is really of the essence here -- right?  
21 -- Coach?

22 A. Yes, ma'am.

23 Q. Thank you for your time. I really appreciate  
24 it.

25 MS. WHITTEN: I have no further

1 questions, Your Honor.

2 CROSS-EXAMINATION

3 **BY MS. HUGHES:**

4 Q. Good morning, Coach. I'm Kayci Hughes for  
5 OSSAA. You mentioned your wife was a teacher.  
6 Where does she teach?

7 A. Frontier.

8 Q. Are you familiar with the OSSAA rules?

9 A. Not really.

10 Q. You've never read them?

11 A. No. That's why I call Van Shea, to make sure  
12 that I was doing everything by the books.

13 Q. Okay. As coach, do you think you have the  
14 responsibility to read the rules that govern the  
15 sport you're going to coach?

16 A. I've coached AAU basketball my whole life, so  
17 I'm not even sure where to even get started where to  
18 find that, so --

19 Q. So you don't even know where to find the OSSAA  
20 rules; is that correct?

21 A. I'm guessing there's a website. I don't  
22 know.

23 Q. Did you and Tony Holt, the athletic director at  
24 Glencoe, did you ever talk about whether you needed  
25 to read the OSSAA rules?

1 A. No.

2 Q. Okay. You mentioned that you have a success  
3 rate of, you said 80 to 85 percent of boys that have  
4 played with you on AAU teams have gotten  
5 scholarships; is that right?

6 A. Yes. Something -- yes. Yes. Somewhere in  
7 that number, yes.

8 Q. Is that something you've discussed with the  
9 boys on your AAU teams?

10 A. As far as what?

11 Q. That I can help you get scholarships. Come  
12 play for me on my AAU team. I can help you get  
13 noticed, help you get scholarships?

14 A. These group of boys?

15 Q. Any of the boys on your AAU team?

16 A. Are you talking about 20 years ago, or today?

17 Q. Recently? In the last two years?

18 A. Not with these kids, not really. I've told  
19 them I would them apply. Yes, I have got  
20 connections.

21 But nothing against these kids right  
22 here, but there's not one of them that's got a  
23 college scholarship as of right now, so --

24 Q. So you said you haven't ever discussed the fact  
25 that you can help them potentially get scholarships

1 with these four boys. What about other boys on your  
2 AAU team in the past two years?

3 A. Of course. That's what comes with AAU  
4 basketball. You choose an organization. You choose  
5 a coach that can help you and guide you to the right  
6 people, yes.

7 Q. Right. Right. Is there a reason you never  
8 discussed with these four boys the fact that they  
9 might have opportunity for scholarships by playing  
10 AAU ball with you?

11 A. Well, they're not ready yet right now,  
12 obviously. But, yeah, they know that playing with  
13 me, there's opportunity, yes. They've known that.  
14 I've told them they've got to get better. They've  
15 got to get stronger. They've got to get faster.  
16 They've known that. Right now, they've got a --  
17 they're not there yet.

18 Q. And if they get stronger, better, faster, and  
19 they put in the work, playing for you could help  
20 them potentially get scholarships; is that right?

21 A. Of course.

22 Q. Okay. And that's true whether you're a high  
23 school basketball coach or an AAU basketball coach;  
24 correct?

25 A. I don't believe so.

1 Q. Okay. So the same boys that might play for you  
2 on an AAU team, who's a standout, you could help him  
3 get a scholarship. But if he plays for you on your  
4 high school team, you don't think you could help him  
5 get a scholarship?

6 A. Oh. I didn't know what you were saying.

7 Q. Maybe my question wasn't very good, so --

8 A. So you're saying that I could help these boys  
9 get college scholarship playing for me high school  
10 or AAU? Is that what you're saying?

11 Q. Yes.

12 A. Of course.

13 Q. Okay. What's the name of your AAU team?

14 A. We were actually called the Morrison Wildcats  
15 the last two years. But I've coached for numerous  
16 organizations.

17 Q. Okay.

18 A. And the reason why I was called the Morrison  
19 Wildcats, because these boys were not good enough to  
20 make the big organizations, to be honest with you.  
21 They actually had played in the PWP, but they all  
22 sat the bench.

23 Q. Okay. And Hollis Garfield played for Perry  
24 last year, Perry High School; is that right?

25 A. Yes.

1 Q. Basketball?

2 A. Yes.

3 Q. Do you know if he played varsity?

4 A. I have no idea.

5 Q. Okay. What about Preston Bates? Did he play  
6 varsity basketball for Morrison last year?

7 A. Yes.

8 Q. And what about Kent -- is it Rossander? I  
9 think I may have pronounced it Rossander.

10 [pronouncing]

11 A. Rossander, yes.

12 Q. Rossander, okay. I'm sorry.

13 A. Yeah.

14 Q. Did he play varsity basketball last year?

15 A. Yes.

16 Q. And what about Mr. Racy? Did he play varsity  
17 basketball last year?

18 A. When you're saying "varsity basketball," are  
19 you saying high school basketball? Are you meaning  
20 starting? What do you mean by "varsity basketball"?

21 Q. Well, there's junior varsity?

22 A. Right.

23 Q. And then there's varsity. Are they playing on  
24 the -- did they play on the varsity team at Morrison  
25 last year?

1 A. Yes. And I believe some of the them played on  
2 the JV team as well.

3 Q. Okay. When did you last coach AAU  
4 basketball?

5 A. It would have been last -- we went to San  
6 Antonio last, last June. So I guess that's -- what?  
7 -- a year and a half, a year.

8 Q. So June of 2024, or just --

9 A. Yes, ma'am.

10 Q. Okay. And why did you stop coaching in --  
11 after June of 2024?

12 A. Our season was done.

13 Q. Okay. What's the AAU season? When does that  
14 typically run?

15 A. It usually runs -- it depends what age. Little  
16 guys go year-around. High school boys will go into  
17 the State tournament March, April, and they'll go  
18 until about July.

19 Q. And then when does the season pick back up  
20 again?

21 A. March, April.

22 Q. March, April?

23 A. And that's all -- there's not really a season.  
24 There's what's called "viewing periods."

25 Q. And you understood when you took the job at

1 Glencoe that you couldn't coach AAU ball during the  
2 month of May 2025?

3 A. Um-hmm.

4 Q. Correct?

5 A. Correct.

6 Q. Why couldn't you coach AAU ball in May of  
7 2025?

8 A. Because that's what Van Shea told me, OSSAA.

9 Q. And did he tell you because that would violate  
10 the Linked Rule?

11 A. Yes. He said that they were in works of  
12 putting in the Link Rule --

13 Q. Right.

14 A. -- for AAU.

15 Q. And so, did you ever ask Van Shea, or anyone  
16 else at OSSAA, if you could coach these same boys on  
17 the high school team during the month of May?

18 A. He just told me if I did not coach them before  
19 or -- after -- before May, that I would be good to  
20 coach them for their school ball team, yes.

21 Q. Okay. Did you discuss these boys specifically  
22 with the OSSAA?

23 A. Yes, Van Shea knows them. Yes.

24 Q. But when I say "these boys," just to be clear  
25 for the record, the four plaintiff students in this

1 case?

2 A. Yes.

3 Q. Did you ever ask OSSAA if you could coach those  
4 boys at a team camp before they had applied to  
5 transfer to Glencoe or enrolled in Glencoe  
6 Schools?

7 A. No.

8 Q. Okay. Ms. Whitten asked you some questions  
9 about how this whole process has affected you, and  
10 said your name had been drug through the mud. Who  
11 at OSSAA has drug your name through the mud?

12 A. Who? I don't know anybody from the OSSAA  
13 besides Van Shea.

14 Q. Okay. Has Van Shea drug your name through the  
15 mud?

16 A. He just made comments that we had talked about  
17 that, yeah, just the -- just the media attention  
18 that has been brought with my name, yes.

19 Q. Okay. But he hasn't said anything disparaging  
20 about you that you know of?

21 A. Not that I know of.

22 Q. Okay. And you don't know, as you sit here  
23 today, whether anyone else at the OSSAA has  
24 specifically disparaged you to the media?

25 A. Not that I'm aware of.

1 Q. Okay. Just to be clear for the record, the  
2 OSSAA did not ask you to coach the Glencoe team camp  
3 on May 29th or 30th, did it?

4 A. Do what now?

5 Q. Did anyone at the OSSAA ask you to coach these  
6 boys at a team camp on May 29th and 30th as part of  
7 the Glencoe basketball team?

8 A. Are you -- you're saying has anybody from OSSAA  
9 contacted me and asked me to coach them?

10 Q. Um-hmm.

11 A. I've not heard from anybody, no.

12 Q. So the decision to coach these boys at this  
13 team camp, that was your decision? No one pressured  
14 you into doing that?

15 A. That was my -- I'm the head basketball coach,  
16 and everybody plays in team camp in June. I'm the  
17 boys basketball coach, so yes, I'm going to coach  
18 them in June.

19 Q. And when you say "everybody plays in the team  
20 camp," who is considered "everybody"?

21 A. How many schools are in Oklahoma?

22 Q. Oh, okay. You mean all the schools participate  
23 in team camps?

24 A. Pretty much, yes.

25 Q. And do you know whether OSSAA has rules about

1 what can happen at team camps?

2 A. Like I said, I went through it with my son.  
3 And their exact words were to me is -- my son did  
4 not withdraw from Morrison. He played football at  
5 Stillwater May 27th and 28th. He didn't enroll into  
6 Stillwater High School until, I believe, August the  
7 10th.

8 They told me he could go back to Morrison  
9 and play at Morrison if he wanted to, but they did  
10 not govern anything over the summertime that was not  
11 OSSAA sanctioned.

12 Q. And who told you that at OSSAA?

13 A. Van Shea and Brian Lester, I believe.

14 Q. And when did this conversation occur?

15 A. When my oldest son was transferring to  
16 Stillwater.

17 Q. What year was that?

18 A. It would have been -- he would have been a  
19 senior last year.

20 Q. Okay. And just to be clear, you never asked  
21 OSSAA, despite these many conversations you had with  
22 them, for any specific guidance on whether you could  
23 coach these boys at the team camp in May?

24 A. I asked Van Shea what the rules were and he  
25 said, "don't coach AAU basketball," and after, you'd

1 be good to go. The kids would not be linked to you,  
2 correct.

3 Q. When did you first tell these student athletes  
4 that you were going to go coach at Glencoe?

5 A. When did I tell them?

6 Q. Um-hmm.

7 A. I don't have the exact date, probably in March  
8 sometime.

9 Q. Okay. And what was their reaction?

10 A. I don't know. Excited for me.

11 Q. And did they express interest in wanting to  
12 come play with you at Glencoe?

13 A. They didn't say anything at the time.

14 Q. Okay. Did they say something to you later  
15 about it?

16 A. Their parents did at some point.

17 Q. When you coached these students at the team  
18 camp on May 29th and 30th, did you know whether or  
19 not they had actually applied to transfer to Glencoe  
20 Schools?

21 A. That's not my field, so I don't know. I was  
22 just advised that that's who's on the basketball  
23 team and that's -- they were Glencoe students.

24 Q. Okay.

25 MS. HUGHES: No further questions.

1 THE COURT: Any redirect?

2 MS. WHITTEN: Very briefly, Your Honor.

3 THE COURT: You may.

4 MS. WHITTEN: I appreciate the Court's  
5 patience. I do realize it's 12:00. So I promise  
6 I'll keep this very, very brief.

7 THE COURT: You can proceed.

8 **REDIRECT EXAMINATION**

9 **BY MS. WHITTEN:**

10 Q. So the last few years, the AAU team actually  
11 wore Morrison school jerseys; is that correct?

12 A. We had -- yes, I guess you could say that. We  
13 had Morrison jerseys made up, yes.

14 Q. So the OSSAA today making a really big deal in  
15 front of the Court that these kids are wearing  
16 Glencoe jerseys, AAU teams wear high school jerseys  
17 all the time; isn't that correct?

18 A. Correct.

19 Q. So, to your knowledge, has the OSSAA ever  
20 denied anybody eligibility because some kids at AAU  
21 were wearing high school jerseys?

22 A. No.

23 Q. Okay. And did Ripley recently take you off the  
24 schedule for basketball?

25 A. Yes, ma'am.

1 Q. Would you consider that a consequence of the  
2 conduct of the OSSAA?

3 A. Yes. And I think there was two other schools  
4 that took us off the schedule as well.

5 Q. So when -- once again, when they said rank  
6 speculation for, you know, irreparable harm to your  
7 reputation and future opportunities, you have quite  
8 literally been taken off schedules for basketball at  
9 several other public schools because of the  
10 allegations made by the OSSAA?

11 A. Yes, ma'am. I believe three schools so far.

12 Q. Do you have any personal knowledge to disprove  
13 any of the testimony that Jay Reeves said this  
14 morning, wherein he had spoken with every single one  
15 of these kids' parents before they participated with  
16 you in the team camp on May 29th and 30th?

17 A. No.

18 Q. Are you aware that the OSSAA filed a brief in  
19 open court, on the record, attaching unsigned and  
20 unverified evidence, alleged evidence, that you were  
21 going to take kids from Glencoe? This was by Lori  
22 Justice.

23 A. You mean Morrison?

24 Q. Morrison.

25 A. Yes, that's what I saw in the briefing, or

1 whatever you called it.

2 Q. Did you ever tell Lori, at Morrison, that you  
3 were going to take kids from Morrison?

4 A. Absolutely not.

5 Q. And did you ever tell anyone at Morrison that  
6 you were going to take kids from their school?

7 A. Absolutely not.

8 Q. Did you testify -- I just want to make sure I  
9 understand your testimony -- that you asked an  
10 employee of the OSSAA, Van Shea Iven, at the OSSAA,  
11 how to make sure you would not hurt these kids'  
12 eligibility this summer. And his guidance was that  
13 you could coach AAU, but to be safe, do not. And  
14 outside of that, nothing else is going to hurt these  
15 boys' eligibility?

16 A. That's what he told me, yes.

17 MS. WHITTEN: Thank you, Coach. I've got  
18 no further questions.

19 THE COURT: Any further  
20 cross-examination?

21 MS. HUGHES: Yes, very briefly.

22 **RE-CROSS EXAMINATION**

23 **BY MS. HUGHES:**

24 Q. What allegations has the OSSAA made against  
25 you?

1 A. I've heard of five or six different things,  
2 from open gym, to recruiting, to having a parent  
3 meeting, to -- I'm not for sure. They've told me  
4 five or six different things, I guess.

5 Q. As Glencoe head basketball coach, did you have  
6 open gyms in May?

7 A. What's that now? Say it again.

8 Q. You're the head basketball for Glencoe Schools;  
9 correct?

10 A. Yes.

11 Q. Did Glencoe have open gyms for basketball in  
12 the month of May?

13 A. Yes.

14 Q. That's true; correct?

15 A. I believe so, yes.

16 Q. You attended some of them?

17 A. Yes, my son plays.

18 Q. Did you attend all of them?

19 A. No.

20 Q. Okay. Is that true that you let the AAU team  
21 play in Glencoe jerseys?

22 A. Yes. They didn't have jerseys.

23 Q. Okay?

24 A. And I heard you mention earlier today that  
25 they'd been playing AAU basketball, that they should

1 have jerseys. The jerseys were actually Morrison's  
2 jerseys with their name on, Morrison. I'm not  
3 saying they were Morrison jerseys, but they wore --  
4 Morrison was their name. That was last year that  
5 they had those jerseys. These boys have grown since  
6 then. So, no, we didn't have jerseys.

7 Q. Sure. But it's true that you gave them Glencoe  
8 jerseys to play AAU basketball?

9 A. Yes.

10 Q. Okay. And you did host a parent night on May  
11 20th; correct? That's true?

12 A. Yes. I had a parent meeting, because I had to  
13 discuss: I'm the new coach. Here's my rules for  
14 the kids. Here's my rules for -- and here's our  
15 schedule for the summertime.

16 Q. Okay. And did you help run the youth camp on  
17 May 27th?

18 A. I was asked actually by Glencoe, it's at -- you  
19 know, mostly it's the boys coach or the girls coach.  
20 They do it every year. They actually told me if I  
21 didn't want to attend, I didn't have to. But they  
22 would love for me to attend since I was the first  
23 year coach, to meet the parents and the kids.

24 And, no, I did not host that tournament  
25 as it says in that paper. I did not host it. It

1 was Glencoe Schools youth camp. That had nothing to  
2 do with me.

3 Q. Okay. And so other than these items that we've  
4 talked about -- the open gyms, the jerseys, the  
5 parent night, the participation at the youth camp,  
6 the team camp, other than that, what allegations has  
7 OSSAA made against you?

8 A. I don't get what you're saying.

9 Q. Well, you said in your testimony with your --  
10 with Ms. Whitten that the OSSAA had made allegations  
11 against you, and because of that, people have taken  
12 you off the schedule. You're suffering all of this  
13 horrible hardship, people are treating you  
14 differently. And I just want to be real clear for  
15 the record here today, what has OSSAA alleged  
16 against you that is untrue?

17 A. That I was recruiting. That's -- that was the  
18 first thing that came out. And my understanding is  
19 they didn't do an investigation that -- I don't know  
20 anybody from Yale, Oklahoma. That was the first  
21 thing that came out was their recruiting deal, so  
22 that has been blasted on social media by the news  
23 and everybody else. So I would say recruiting.

24 Q. Do you know what Van Shea Iven's role is at the  
25 OSSAA?

1 A. I do not.

2 Q. Okay.

3 A. I think it has something to do with media or  
4 something. He didn't actually tell me.

5 Q. Okay. No further questions.

6 THE COURT: May this witness step down?

7 MS. WHITTEN: Yes, Your Honor.

8 THE COURT: Mr. Schubert, thank you for  
9 being here today. You can step down at this time.

10 THE WITNESS: Thank you.

11 THE COURT: Ladies and gentlemen, we're  
12 going to break for lunch at this time. We will  
13 conclude the hearing this afternoon. As I announced  
14 earlier, this Court has two other matters that were  
15 previously set at 1:30. They involve sentencing  
16 matters on felony cases. So the Court will be  
17 addressing those matters at 1:30. I would imagine  
18 by 2:30 those matters will be concluded, so we'll  
19 start no earlier than 2:30. It could be a little  
20 later than 2:30, depending on those hearings.

21 MS. WHITTEN: Thank you, Your Honor. We  
22 are greatly appreciative of your patience and your  
23 time today.

24 THE COURT: The parties can temporarily  
25 be excused. Court will be in recess.

1 (An afternoon recess was had.)

2 THE COURT: Court is back on the record  
3 at this time in CJ-25-324. All parties are present  
4 in the courtroom. All counsel have returned to the  
5 courtroom.

6 MS. WHITTEN: Yes, Your Honor.

7 THE COURT: Your Honor, I'll remind all  
8 participants, this is a public hearing. Everybody's  
9 welcome to be in here. If there are members of the  
10 press who need their electronic devices to assist  
11 them in taking notes, you're free to utilize those.  
12 But nobody is permitted to record these proceedings.  
13 If I receive word somebody's recording the  
14 proceedings, you'll be escorted out of the courtroom  
15 by a deputy.

16 We'll proceed with the hearing at this  
17 time. The Plaintiff may call their next witness.

18 MS. WHITTEN: Thank you, Your Honor.

19 And just as a preliminary matter, I was  
20 unable to reset up the zoom. So I do have Judge  
21 Burrage on my cell phone. I hope that is okay, and  
22 he has muted himself unless he needs to speak. I  
23 just wanted to let you know that and hope that's  
24 okay with you, Your Honor.

25 THE COURT: That is acceptable to the

1 Court.

2 MS. WHITTEN: At this time, Plaintiffs  
3 would like to call Mendy Garfield to the stand,  
4 please.

5 THE COURT: If you'll raise your right  
6 hand, ma'am.

7 (WHEREUPON THE WITNESS WAS DULY SWORN).

8 \* \* \* \* \*

9 MENDY GARFIELD,

10 having first been duly sworn to testify to the  
11 truth, the whole truth, and nothing but the truth  
12 testified as follows:

13 THE WITNESS: Yes, I do.

14 THE COURT: Just have a seat right there.  
15 Make yourself comfortable. Please answer all the  
16 questions in a loud, clear voice so we can all hear.  
17 Most importantly, the young lady to your left.  
18 She'll be taking down everything that's said. And  
19 if you'd start, ma'am, by stating your name again  
20 and spell both your first and last name for the  
21 record.

22 THE WITNESS: Okay. It's Mendy Garfield.  
23 M-E-N-D-Y G-A-R-F-I-E-L-D.

24 THE COURT: Counsel, you may proceed when  
25 you are ready.

1 MS. WHITTEN: Thank you, Your Honor.

2 DIRECT EXAMINATION

3 BY MS. WHITTEN:

4 Q. Good afternoon, Ms. Garfield.

5 A. Hello.

6 Q. Is your son Hollis Garfield?

7 A. Yes.

8 Q. And Hollis Garfield is one of the four boys  
9 who's being denied eligibility by the OSSAA?

10 A. Yes.

11 Q. And Hollis has been denied eligibility to play  
12 basketball this year at Glencoe; is that correct?

13 A. Yes.

14 Q. What does Hollis want to be when he grows up?

15 A. He's been telling me since the 2nd grade that  
16 he wanted to be a NBA star. So basketball is very  
17 important to him.

18 Q. So would it be safe to say that Hollis'  
19 opportunity at playing basketball is very important  
20 to you and your family?

21 A. Yes.

22 Q. Can you tell the Court why Perry became a bad  
23 fit for Hollis?

24 A. Um, due to the coaching style of the coach  
25 there, Coach Davidson. And then during one of the

1 games in February, I witnessed him screaming in his  
2 face and he grabbed him by the jersey and sat him  
3 down on the bench. And I just don't think that's  
4 appropriate for a basketball coach to be doing  
5 that.

6 Q. Just so I understand your testimony, you  
7 witnessed with your own eyes the Perry basketball  
8 coach touching your son in an inappropriate manner  
9 in a basketball game?

10 A. Yes.

11 Q. And did you inform or complain to Perry about  
12 their basketball coach's conduct to your minor  
13 son?

14 A. Yes.

15 Q. About when did you bring these issues to  
16 Perry's attention?

17 A. I believe that game was February 7th. So it  
18 would have been that following weekend, I sent an  
19 email.

20 Q. Would it be safe to say that you made a  
21 decision for Hollis to switch from Perry to Glencoe  
22 far before you ever heard of or considered Coach  
23 Garrett Schubert?

24 A. Oh, yes, definitely.

25 Q. And can you inform the Court, is going back to

1 Perry an option for Hollis?

2 A. Absolutely not.

3 Q. And the reason I ask you that, Ms. Garfield, is  
4 that the OSSAA's lawyers make an argument that the  
5 kids are not damaged in this case because they can  
6 just go back to the school they were playing at.

7 But is that an option?

8 A. That is absolutely not an option.

9 Q. Okay. And, can you tell me, what about Glencoe  
10 made it such a good fit for your family and for  
11 Hollis?

12 A. Well, Hollis requested to go to Glencoe,  
13 because he's been friends with Preston for several  
14 years, and that's where Preston was going and he  
15 wanted to go be with his friend.

16 Q. Thank you, Ms. Garfield. I have no further  
17 questions.

18 A. Um-hmm.

19 THE COURT: Cross-examination?

20 MS. JONES: Yes, Judge.

21 For the record, my name is Jayci Jones  
22 questioning Ms. Garfield on behalf of the  
23 Defendants.

24

25

CROSS-EXAMINATION

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**BY MS. JONES:**

Q. Hi, Ms. Garfield. Thank you for being here today. I'm just going to ask you a few questions on behalf of the Defendants.

A. Sure.

Q. So, um, maybe -- if you don't mind I'm going to put this timeline up so maybe I can reference it.

A. Sure.

Q. Can you see that?

A. Um-hmm.

Q. So tell me again, I was trying to listen and take notes. When did you decide that Hollis had to leave Perry?

A. In February.

Q. In February. Do you know about what time, or what day?

A. After the February 7th game.

Q. Okay. After the February 7th game. Is it true that he had been asking you for a while before that to leave Perry?

A. Yes.

Q. Okay. The February 7th game is what solidified your decision that he needed to leave Perry?

A. Yes.

1 Q. Okay. Did you know at that time, on February  
2 7th, that Hollis was leaving Perry, did you know  
3 that he was going to go to Glencoe?

4 A. At that time, I wasn't sure where we were  
5 going, no.

6 Q. Okay. Did you look at other schools before you  
7 decided on Glencoe?

8 A. No.

9 Q. No? So how did you -- you knew he was going to  
10 leave Perry, but you didn't know he was going to go  
11 to Glencoe on February 7th?

12 A. Not on February 7th, no.

13 Q. But you didn't look at other schools?

14 A. No. He asked to go with his friend Preston.

15 Q. Okay. Do you know about when?

16 A. He's been asking me that for at least the  
17 entire basketball season of last year.

18 Q. Okay. So I might be misunderstanding you.  
19 Hollis was asking you the entire basketball season  
20 of last year to go to school with Preston Bates; is  
21 that correct?

22 A. To transfer.

23 Q. Okay. He was asking you to transfer. Was he  
24 asking you to transfer specifically to Glencoe?

25 A. No.

1 Q. Okay. This is where I'm trying to make sure  
2 I'm understanding you. He was asking you to  
3 transfer away from Perry. And then you said you  
4 made the decision to send him to Glencoe because  
5 Preston Bates was going to Glencoe; is that  
6 correct?

7 A. I'm not sure --

8 Q. Okay.

9 A. -- I'm following.

10 Q. Well, you tell me. I'm sorry. I not trying to  
11 state it in a confusing way.

12 You decided on February 7th that he  
13 wanted to leave Perry; is that correct?

14 A. I made the decision that, yes, he could  
15 transfer.

16 Q. Okay. Then at some -- you didn't know on that  
17 date that he was going to go to Glencoe? I think  
18 you said that?

19 A. No.

20 Q. Okay. Then at some point in the future, you  
21 decided that your son, Hollis, was going to attend  
22 school at Glencoe, yes?

23 A. Yes.

24 Q. Do you know when that was?

25 A. Specifically the date, no.

1 Q. Can you give me a month guess?

2 A. I'm not sure.

3 Q. Okay. But you did say that the reason Hollis  
4 wanted to go to Glencoe is because his friend  
5 Preston Bates was going to go to Glencoe; right?

6 A. Yes.

7 Q. So it must have been after Hollis learned that  
8 Preston was going to transfer to Glencoe?

9 A. I'm not sure it would be at that time.

10 Q. But am I correct in stating your basis for  
11 choosing Glencoe was because Hollis wanted to go to  
12 school with his friend Preston?

13 A. Yes.

14 Q. Okay. So Hollis must have known that Preston  
15 was going to go to Glencoe before he asked to go to  
16 Glencoe?

17 A. I mean, I can't testify to what Hollis knew.

18 Q. You can't --

19 A. I can't --

20 Q. Can you testify to why you sent your son to  
21 Glencoe then?

22 A. I thought I was pretty clear when I said he  
23 wanted to go to school with his friend Preston.

24 Q. Okay. We'll move on. I think we've got that,  
25 but maybe not. Okay.

1 Ms. Garfield, do you know -- because we  
2 don't really know what date he decided to transfer.  
3 Can you tell me if your son, Hollis, wanted to play  
4 for the Glencoe basketball coach Sam Baker?

5 A. I don't even know who Sam Baker is.

6 Q. Okay.

7 A. I mean, other than what I've heard here  
8 today.

9 Q. Okay. So you've never considered sending your  
10 son Hollis to play for the Glencoe basketball coach  
11 Sam Baker?

12 A. Like I said, before today, I didn't know who  
13 that was.

14 Q. So no?

15 A. No.

16 Q. Okay. So Garrett Schubert had already been  
17 named the basketball coach at Glencoe when you  
18 decided to transfer Hollis to Glencoe; is that  
19 right?

20 A. I honestly don't know.

21 Q. Okay. Can you tell me if your son Hollis went  
22 to open gym nights at Glencoe High School in May?

23 A. I couldn't say specifically what days, but I  
24 know he did.

25 Q. Okay. That's good enough. You know that

1 Hollis went to open gym nights at Glencoe High  
2 School with Coach Schubert there?

3 A. I don't know if Coach Schubert was there. I  
4 don't know that.

5 Q. I'll scratch that part then. Hollis went to  
6 open gyms at Glencoe in May?

7 A. Yes.

8 Q. Okay. Hollis also -- actually, I don't know  
9 this. Did Hollis play on the AAU team on May 17th  
10 and 18th with Coach Schubert?

11 A. I know he did play a tournament, but I don't  
12 know what date it was.

13 Q. Was it in May, you think?

14 A. I believe so.

15 Q. Okay. So -- and did Hollis attend the Glencoe  
16 parent night on May 20th at Glencoe?

17 A. Yes.

18 Q. Did you attend that event?

19 A. Yes.

20 Q. Okay. Is it true that at that event you were  
21 shown around Glencoe's new gym?

22 A. Yes.

23 Q. Okay. Did you also see Glencoe's new locker  
24 room area?

25 A. I saw the locker room, yes.

1 Q. And was Coach Schubert the one showing you  
2 around?

3 A. I don't recall.

4 Q. You don't know who was -- was Coach Schubert  
5 there?

6 A. There was a group of people there. I don't  
7 recall specifically who. I mean, he was at that  
8 parent meeting talking, but I don't remember  
9 specifically when we went into the locker room.

10 Q. Okay. That's okay. Coach Schubert was at the  
11 parent night event. He was hosting it for you, yes?

12 A. Nodding head.

13 Q. Yes?

14 A. Yes.

15 Q. Okay. At this Glencoe parent night event, what  
16 did you talk about?

17 A. I don't recall specifically.

18 Q. Did you talk about basketball?

19 A. I mean, I don't recall specifically what all he  
20 spoke about, but --

21 MS. WHITTEN: Your Honor, I'd like to  
22 interpose an objection. I believe she's outside the  
23 scope of her direct, or redirect, her cross. So I  
24 just wanted to put that on the record. This is not  
25 -- any of this came up in my direct, so --

1 THE COURT: The objection will be noted,  
2 but it will be overruled at this time. Counsel can  
3 proceed.

4 Q. (By Ms. Jones) I'll restate that for you,  
5 Ms. Garfield. At this Glencoe parent night  
6 hosted -- Glencoe parent night hosted by Coach  
7 Schubert, did you talk about basketball?

8 A. Yes.

9 Q. Okay. Did you talk about any other sports?

10 A. I don't recall.

11 Q. Did you talk about classes that Glencoe was  
12 offering?

13 A. I don't recall.

14 Q. Were there any teachers from Glencoe present?

15 A. I don't recall.

16 Q. Do you recall there being people there from  
17 Glencoe, other than Coach Schubert?

18 A. Yes.

19 Q. Can you tell me who?

20 A. I mean, there were other parents there. I'm  
21 sorry. I don't know specifically.

22 Q. That wasn't a great question.

23 A. I'm not from Glencoe.

24 Q. Okay. Were there any representatives of  
25 Glencoe there, not including parents or players,

1 other than Coach Schubert?

2 A. I don't recall.

3 Q. Okay. That's okay. So you don't remember if  
4 you talked about classes or other sports, but  
5 you know you talked about basketball at the parent  
6 night?

7 A. Um-hmm.

8 Q. All right.

9 THE COURT: Ma'am, it's real important,  
10 if you're going to answer "yes" or "no," be sure and  
11 actually say "yes" or "no."

12 THE WITNESS: I apologize. Yes.

13 Q. (By Ms. Jones) Okay. Ms. Garfield, do you  
14 know if your son Hollis attended the Glencoe youth  
15 camp on May 27th to help facilitate with the younger  
16 kids?

17 A. I don't know specific dates, but I know he did  
18 assist with the camp.

19 Q. I'm sorry I interrupted you. Hollis helped out  
20 with that youth camp?

21 A. I believe so.

22 Q. And then, Ms. Garfield, did Hollis attend a  
23 Glencoe team camp at Mannford on May 29th and  
24 30th?

25 A. Yes.

1 Q. And Coach Schubert was acting as the coach of  
2 Hollis at that camp?

3 A. I mean, I didn't attend the camp, but -- so I  
4 can't really answer that question.

5 Q. Do you know if Coach Schubert was his  
6 basketball coach at that time?

7 A. As far as I knew.

8 Q. Okay. Ms. Garfield, are you familiar with Rule  
9 24, the Link Rule?

10 A. No.

11 Q. Have you listened to the testimony so far?

12 A. I mean, besides outside of what we've been  
13 hearing.

14 Q. Okay.

15 A. Before that, no.

16 Q. Okay. Do you have a basic understanding of  
17 what the Link Rule requests of student athletes and  
18 coaches?

19 A. I think so.

20 Q. Okay. I'll proffer to you that the Link Rule  
21 says that a student will be ineligible if the  
22 student attends a team camp at a school where they  
23 are not a student and subsequently applies to  
24 transfer to that school.

25 Does that sound about right?

1 A. Um-hmm.

2 Q. Okay. Ms. Garfield, do you agree with me that  
3 your son Hollis Garfield attended a a Glencoe team  
4 camp in Mannford, Oklahoma, on May 29th and 30th?

5 A. Yes.

6 Q. Okay. And would you agree me that your son  
7 Hollis applied to transfer from Perry to Glencoe on  
8 of June 1st?

9 A. Yes.

10 Q. All right. Can we agree June 1st is after May  
11 29th and 30th?

12 A. Yes.

13 Q. Okay. So you agree that Hollis attended the  
14 Glencoe team camp on May 29th, and then  
15 subsequently, on June 1st, applied to transfer to  
16 Glencoe?

17 A. Yes.

18 Q. So we agree that Hollis violated the rules that  
19 are stated in Rule 24, the Link Rule?

20 A. No.

21 Q. Why do --

22 MS. WHITTEN: Objection. Legal  
23 conclusion.

24 THE COURT: Sustained.

25 Q. (By Ms. Jones) Okay. Did I get any of those

1 facts in the previous questions incorrect?

2 A. What was the previous question?

3 Q. That Hollis attended the team camp on May 29th  
4 and 30th, and then, subsequently, applied to  
5 transfer on June 1st. We got that right?

6 A. Yes.

7 Q. Do you know that the Link Rule says that a  
8 student who attends a team camp that he does not go  
9 to school with and then subsequently transfers will  
10 be ineligible for a year?

11 A. I did not.

12 Q. Okay. All right. Um, we talked a little bit  
13 on direct about some issues with the Perry coach; is  
14 that correct?

15 A. Yes.

16 Q. Okay. What specifically about -- I'm sorry.  
17 Scratch that.

18 Did you meet with any representatives of  
19 the Glencoe School before you decided to transfer  
20 Hollis to Glencoe?

21 A. No.

22 Q. Okay. Did you ever speak to Coach Schubert  
23 before you decided to transfer Hollis to Glencoe?

24 A. Not other than the phone call when I reached  
25 out to him and he told me I needed to contact the

1 Superintendent.

2 Q. Okay. When did you consider Hollis a Glencoe  
3 student?

4 A. After I spoke to the superintendent my  
5 intentions to transfer on, I believe, it was the  
6 first week of May.

7 Q. Okay. I'm going to proffer to you that I think  
8 testimony has been today that that was on May 5th.  
9 Does that sound about right?

10 A. Um-hmm. Yes.

11 Q. So on May 5th, after you spoke with  
12 Superintendent Reeves, you considered Hollis to be a  
13 Glencoe student?

14 A. Yes, I did.

15 Q. Was he still attending Perry on May 5th?

16 A. Yes.

17 Q. Okay. So it possible for your son to be a  
18 student at Perry and Glencoe at the same time?

19 A. We're talking about the upcoming year.

20 MS. WHITTEN: Object to the -- I'm sorry.  
21 Again, take a deep breath after every  
22 question to allow me an opportunity to object.

23 Object to the form. I also believe that  
24 that seeks a legal conclusion.

25 MS. JONES: Can I restate the question,

1 Judge?

2 THE COURT: If you'll rephrase the  
3 question, Counsel.

4 MS. JONES: Okay.

5 Q. (By Ms. Jones) I might have to -- I might go  
6 through a few of those again just to make sure we  
7 were together. I'm not trying to do an  
8 asked-and-answered here.

9 So, you considered Hollis to be a Glencoe  
10 student on May 5th after you spoke to Superintendent  
11 Reeves; correct?

12 A. Yes.

13 Q. Okay. Hollis was still attending Perry on May  
14 5th; is that right?

15 A. Yes.

16 Q. Okay. Do you believe it's possible for your  
17 son Hollis to be a student at Perry High School and  
18 Glencoe High School at the same time?

19 A. We're talking about the upcoming school year  
20 though.

21 Q. So he wouldn't have been a student at  
22 Glencoe --

23 A. So he was going to be a student at Glencoe for  
24 the upcoming school year.

25 Q. But not on May 5th?

1 A. He -- when I spoke to him, it was -- we spoke  
2 about the upcoming school year, so --

3 Q. Okay. So was it your testimony --

4 A. I guess I'm not understanding what your  
5 question is.

6 Q. Did you consider Hollis to be a student at  
7 Glencoe or Perry on May 5th?

8 A. I'm not really understanding. He went to  
9 school in Perry and school was not out yet.

10 Q. Right.

11 A. But we're talking about the upcoming school  
12 year, so I'm not -- I'm not understanding what  
13 you're saying.

14 Q. Okay. I think I'm clear that you considered  
15 Hollis to be a Glencoe student for the 2025-2026  
16 school year; is that right?

17 A. Yes.

18 Q. Okay. In the spring of 2025, when Hollis was  
19 attending class at Perry, did you consider him to be  
20 a Perry student?

21 A. Yes.

22 Q. Correct. That was on May 5th?

23 A. Yes.

24 Q. Okay. So you considered Hollis to be a student  
25 at Perry on May 5th?

1 A. Yes.

2 Q. Okay. At what point did that belief that  
3 Hollis was a Perry student change into his belief  
4 that he would be a Glencoe student?

5 A. When the school year ended.

6 Q. Okay. Not when you submitted your transfer  
7 application for Hollis to attend Glencoe?

8 A. The school year ended before that.

9 Q. So what date did the school year end?

10 A. The 14th.

11 Q. On the 14th you considered Hollis to be a  
12 Glencoe student?

13 A. I considered him to be a student on summer  
14 break.

15 Q. Okay. Ms. Garfield, you stated here today that  
16 Hollis transferred from Perry because of differences  
17 with the Perry basketball coach; is that correct?

18 A. Yes.

19 Q. Okay. So you ultimately decided to send Hollis  
20 to Glencoe in search of a new basketball coach; is  
21 that fair?

22 A. I'm not -- I don't understand that.

23 MS. WHITTEN: Objection. Asked and  
24 answered, Your Honor. I also will restate that I  
25 believe she's outside the scope of her deposition --

1 THE COURT: Objection's going to be  
2 sustained. We've been through this several times  
3 now.

4 MS. WHITTEN: We have.

5 THE COURT: The witness has answered the  
6 question several times.

7 Q. (By Ms. Jones) Okay. If Coach Schubert had  
8 been the boys basketball coach in another school,  
9 would you still have transferred Hollis to  
10 Glencoe?

11 A. I'm not really -- I don't really understand  
12 what -- he transferred because of his friend, not  
13 because of the coach.

14 Q. Okay. If Preston Bates had not transferred to  
15 Glencoe, would you still have transferred Hollis to  
16 Glencoe?

17 A. No.

18 Q. No. Would you have transferred Hollis to  
19 Morrison where Preston was attending last year?

20 A. Yes.

21 Q. Okay.

22 MS. JONES: All I have, Judge.

23 MS. WHITTEN: No further questions, Your  
24 Honor.

25 At this time, Plaintiffs would like to

1 call Kent -- or Gary Kent Rossander, III.

2 THE COURT: Ms. Garfield, you can step  
3 down. You're free to leave or remain as you desire.

4 THE WITNESS: Thank you, sir.

5 THE COURT: If you'd raise your right  
6 hand.

7 **(WHEREUPON THE WITNESS WAS DULY SWORN)**

8 \* \* \* \* \*

9 **GARY KENT ROSSANDER, III**

10 having first been duly sworn to testify to the  
11 truth, the whole truth, and nothing but the truth  
12 testified as follows:

13 THE WITNESS: I do, Your Honor.

14 THE COURT: Just have a seat right there  
15 young man. Please answer the questions that you're  
16 asked in a loud, clear voice so everybody can hear.  
17 Most importantly, this young lady to your left will  
18 take down everything that is said.

19 THE WITNESS: Okay.

20 THE COURT: If you'll start, young man,  
21 give us your first and last name, and spell both of  
22 those for the reporter.

23 THE WITNESS: Gary Rossander. G-A-R-Y  
24 R-O-S-S-A-N-D-E-R.

25 THE COURT: Thank you.

1 Counsel, you may proceed when you are  
2 ready.

3 MS. WHITTEN: Thank you, Your Honor.

4 **DIRECT EXAMINATION**

5 **BY MS. WHITTEN:**

6 Q. As a preliminary matter, I'd like to address  
7 that you actually go by "Kent"; is that correct?

8 A. Yes.

9 Q. And I'll take responsibility for that. I  
10 nicknamed you "Gary" in the petition and in the  
11 other brief. So I apologize for that.

12 But just to clarify for the Court,  
13 there's been some exhibits that refer to him as  
14 "Kent" and others that refer to him as "Gary" so I  
15 just wanted to address that on the front end.

16 Is it okay if I call you "Kent"?

17 A. Yes, ma'am.

18 Q. Thank you. Kent, I would like to ask you: Can  
19 you tell me when you first got injured regarding the  
20 hip injury in Exhibit 14, I believe.

21 MS. WHITTEN: I apologize, Your Honor, I  
22 didn't mark my own copy, but I'm going to refresh  
23 the witness' memory by providing it to him.

24 A. I got injured May 4th, 2025, at a regional  
25 track meet.

1 Q. (By Ms. Whitten) And what was the extent of  
2 your injuries?

3 A. Can you elaborate on that.

4 Q. Yes. Where was your injury located?

5 A. My injury, it was called an avulsion fracture.  
6 So it was on my hipbone, where I had a muscle  
7 attached. And what happened is that muscle had too  
8 much strain on it and pulled that piece of bone off,  
9 so I couldn't move my leg.

10 Q. And how frustrating was that for you?

11 A. Very, very frustrating, especially on the fact  
12 that I was looking to go to state that year.

13 Q. So how important is sports to you?

14 A. Very important. It's what I live for.

15 Q. And would you say that sports helps you be a  
16 better student?

17 A. Definitely.

18 Q. Would you say that sports makes you a better  
19 friend?

20 A. Yes.

21 Q. Would you say it makes you a better son?

22 A. Yes.

23 Q. And getting back to your injury. Have you  
24 heard all of the discussion today from myself and  
25 other counselors regarding your participation in a

1 team camp that occurred on the 29th, 30th of 2025?

2 A. Yes.

3 Q. And there were other aspects that we're going  
4 to get into, but right now I just want to focus on  
5 this team camp. So were you present at that team  
6 camp?

7 A. I was present at the team camp, on the  
8 sidelines, on crutches.

9 Q. So the entire time, 29th and 30th, you were  
10 sitting on crutches on the sideline?

11 A. Supporting my team, yes.

12 Q. Okay. And let's back up, right. Let's look at  
13 prior to the team camp, 29th and 30th. You're on  
14 crutches this whole time on this whole timeline; is  
15 that correct?

16 A. Yes, ma'am.

17 Q. Okay. And then I want to get to these dates  
18 here. Do you see that they have your name on the  
19 4th here?

20 A. Yes, ma'am.

21 Q. They've discussed a private photographer coming  
22 to the school and taking pictures of the boys. Do  
23 you remember what day that happened in June?

24 A. It was within the first couple of days, but I  
25 don't recall the exact date.

1 Q. Okay. And I believe counsel for the OSSAA said  
2 something along the lines of I've never seen a kid  
3 dunk with a fractured hip, who had been on crutches.

4 So first, I want to you ask: Did you  
5 show up to that photoshoot in crutches?

6 A. Yes.

7 Q. And did you actually get in trouble for  
8 dunking?

9 A. Yes.

10 Q. Can you elaborate on how your parents reacted  
11 to finding out that you dunked while being on  
12 crutches?

13 A. They were not very happy with the fact that I  
14 tried to dunk doing that.

15 Q. Let me back up a little bit, Kent. So when you  
16 first got this note, in front of you, I believe that  
17 that was July 7th. Is that the date on that note?

18 A. Yes, ma'am.

19 Q. And it's July 7th, 2025, and they tell your  
20 parents that you are not eligible to play contact  
21 sports. What does that mean?

22 A. That means no physical activities. So no  
23 5-on-5, no scrimmages, nothing of that matter.

24 Q. But that doesn't prevent you from helping out  
25 your family at home; correct?

1 A. No, ma'am.

2 Q. That doesn't prevent you from sitting on the  
3 sidelines at a camp; correct?

4 A. No, ma'am.

5 Q. And while you probably shouldn't have been  
6 dunking that first week in June, your parents told  
7 you that. Your coach told you that. You're a  
8 teenage boy and sometimes it's hard to stop kids  
9 from doing risky stuff; right?

10 A. Yes, ma'am.

11 Q. Um, so I appreciate you kind of elaborating to  
12 the Court this timeline here.

13 How frustrating was it for you to find  
14 out that the OSSAA is denying your eligibility for a  
15 team camp that you didn't even play at.

16 A. Very, very frustrating. Especially on the fact  
17 that I wanted to play and couldn't play, and wanted  
18 to be with my team but could only cheer from the  
19 sidelines.

20 Q. And were you present at the appeals hearing  
21 this summer, before they -- after they had switched  
22 from Rule 9 to Rule 24?

23 A. Yes, ma'am.

24 Q. And did you hear not only myself and other  
25 counselors but your dad tell the OSSAA that you were

1 injured and on crutches on this date?

2 A. Yes, ma'am.

3 Q. And did you hear them provide any evidence at  
4 that hearing for why they would deny a kid on  
5 crutches eligibility for a team camp that he did not  
6 participate in?

7 A. No, I did not.

8 Q. Are you pretty confused about what's happening  
9 with the OSSAA?

10 A. I am very, very confused on why I'm  
11 ineligible.

12 Q. Due the OSSAA's conduct, have you missed  
13 school? You're missing a basketball, or baseball  
14 game, right now, aren't you?

15 A. Yes, ma'am.

16 Q. You've missed several extracurricular  
17 activities and school activities because of the  
18 OSSAA's denial of your eligibility; is that  
19 correct?

20 A. Yes, ma'am.

21 Q. And would you rather be at that baseball game  
22 right now?

23 A. Yes, ma'am.

24 Q. But it's important for you to tell the Court  
25 how this has impacted your life; right?

1 A. Yes.

2 Q. And, Kent, I want to give you an opportunity to  
3 tell the Court how this has impacted your emotional  
4 health, your life, how you feel about the OSSAA's  
5 conduct in this case.

6 A. It's been very, very stressful not knowing  
7 whether I'm going to be able to play basketball or  
8 not, because basketball is a huge part of my life.  
9 I mean, I've been playing basketball since 1st  
10 grade, so -- it's very stressful. I know it's very  
11 stressful for me, and my family as well. I know my  
12 dad, I know he probably won't admit it, but I know  
13 he's losing sleep over this.

14 Q. And can you I ask you: Does your family own a  
15 home in the Glencoe School District?

16 A. Yes, we do.

17 Q. And is it your understanding that not only do  
18 your parents not want to move into the home in  
19 Glencoe, because they're renting it out, but they  
20 also want to stand up for the other kids that don't  
21 have a home in Glencoe; is that correct?

22 A. Yes, ma'am.

23 Q. So, essentially, you could be eligible today if  
24 your family kicked out those renters and spent a lot  
25 of money moving and selling their home. But,

1 essentially, what you guys have decided to do is  
2 fight the good fight; is that right?

3 A. Yes, ma'am.

4 Q. And did Coach Garrett Schubert ever recruit you  
5 to come play basketball at Glencoe?

6 A. No, ma'am.

7 Q. In fact, didn't he tell you to not follow him  
8 to Glencoe and that you needed to do the best thing  
9 for you?

10 A. He specifically told us to -- "do not come to  
11 Glencoe just because I'm going to Glencoe." And  
12 that if we were happy where we were at, to stay.

13 Q. Kent, I really appreciate you taking the time  
14 being here all day. And those are all the questions  
15 I have. Thank you.

16 A. Thank you.

17 MR. CARTLEDGE: Jon Cartledge for the  
18 Defendant.

19 **CROSS-EXAMINATION**

20 **BY MR. CARTLEDGE:**

21 Q. Good afternoon.

22 A. Good afternoon.

23 Q. I'm not going to have a whole lot of questions.  
24 But with regard to the fact that you got injured  
25 during track --

1 A. Yes.

2 Q. -- that you mentioned earlier, and you were  
3 upset, you said, I believe, because you didn't get a  
4 chance to go to state?

5 A. Yes.

6 Q. Um, does Glencoe have a track team?

7 A. I think they were going to have one this year,  
8 from my understanding.

9 Q. Okay. That's fine. I believe we had heard  
10 that they have two baseball teams and a football  
11 team; is that correct?

12 A. They have a fall baseball team, spring baseball  
13 team, and basketball.

14 Q. Yeah, basketball. I apologize. That's what I  
15 meant.

16 When did you first hear that they were  
17 going to have a track team, by the way?

18 A. I don't recall the exact day. I just heard  
19 that we were going to be able to have a track team  
20 this year.

21 Q. Okay. Was that after you had decided to  
22 transfer to Glencoe?

23 A. I believe it was before.

24 Q. Okay. Do you know who it was that would have  
25 told you?

1 A. I don't recall.

2 Q. Okay. So I know you stated you did not play at  
3 the team camp; is that correct?

4 A. Yes, sir.

5 Q. And when I say "the team camp," you understand  
6 the 29th and 30th, Mannford team camp; correct?

7 A. Yes, sir.

8 Q. Okay. Throughout this litigation, and  
9 beforehand at the appeal hearing and everything,  
10 there have been a number of statements that you did  
11 not participate at the team camp. Have you heard  
12 those?

13 A. Yes.

14 Q. Okay. What do you consider participation?

15 A. I consider participation playing in the team  
16 camp and helping your team.

17 Q. Okay. And what's that based on?

18 A. What do you mean by that?

19 Q. Well, what is your understanding of -- how you  
20 just defined participation, what is that based on?

21 A. Like how I define participation?

22 Q. Yeah. Why is it that that's what you believe  
23 constitutes participation?

24 A. Just how I've become to understand it, I would  
25 say.

1 Q. Okay. Did you look at any OSSAA documents?

2 A. No, sir.

3 Q. Okay. Now, you said that you got in trouble  
4 for dunking whenever you were on crutches. We heard  
5 that.

6 When you were riding a horse, I think,  
7 you know that post.

8 A. Um-hmm.

9 Q. I can hand it to you if you'd like to see, but  
10 there's evidence that you were riding a horse on  
11 your Instagram; is that correct?

12 A. Um-hmm. Yes.

13 Q. And there was another photo of you in a tractor  
14 on Instagram; is that correct?

15 A. Yes.

16 MS. WHITTEN: Your Honor, I would ask  
17 that he furnishes those photos to the witness to  
18 refresh his recollection.

19 MR. CARTLEDGE: I'm happy to. I just  
20 asked if he knew what I was referring to and he  
21 stated yes.

22 MS. WHITTEN: Well, there's a reason  
23 behind it. There's a lot of photos on his Instagram  
24 that are not posted on the day that they're taken,  
25 and he can speak to that. But he doesn't know what

1 you're referring to if they're not in front of him.

2 THE COURT: Why don't you go ahead and  
3 provide the witness the photos.

4 MR. CARTLEDGE: I'd be happy to, Your  
5 Honor.

6 MS. WHITTEN: Thank you, Your Honor.

7 Q. (By Mr. Cartledge) Here you go. Does that  
8 refresh your recollection as to which posts they  
9 are?

10 A. Yes. Yes.

11 Q. Okay. So did you get in trouble for riding a  
12 horse?

13 A. No, sir.

14 Q. How about riding a tractor?

15 A. No, sir. That was to help my family.

16 Q. Okay. And I believe that you stated this  
17 earlier, but you do not live at a home that is in  
18 the Glencoe School District; correct?

19 A. I do not.

20 Q. Okay. I think that's all I've got. Thank you.

21 MS. WHITTEN: Your Honor, just very  
22 briefly, I have --

23 THE COURT: You may.

24 MS. WHITTEN: Thank you, Your Honor.

25

REDIRECT EXAMINATION

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**BY MS. WHITTEN:**

Q. Kent, how did you feel about the Morrison coach?

A. Um, not very good. Um, if you want to be honest. It was very negative. There was a very big lack of communication and, um, you never really knew what to expect coming to a game, or on the way there, or anything to that nature.

Q. And have you attended Glencoe Public Schools previously?

A. Yes, I have. I went there until 5th grade.

Q. So you were previously a Glencoe kid, because you guys used to live in the school district?

A. Yes, ma'am.

Q. Okay. And were you aware that the OSSAA was looking at your social media?

A. I was not.

Q. Were you aware that yesterday they filed a brief of your social media, as a minor, introducing this into the public record, with screenshots of your social media handle? It has locations that you're present at. Were you aware of that?

A. I was not.

Q. And is riding a tractor a contact sport?

1 A. No, ma'am.

2 Q. Was the only guidance from your doctor was that  
3 you could not go back and play contact sports?

4 A. Yes, ma'am.

5 MS. WHITTEN: Okay. That's all I have.  
6 Thank you, Your Honor.

7 **RE-CROSS-EXAMINATION**

8 **BY MR. CARTLEDGE:**

9 Q. Just briefly. So you transferred from Morrison  
10 because you had issues with the coach there;  
11 correct?

12 A. Yes, sir.

13 Q. So, did you transfer to Glencoe because then  
14 you knew who the coach was?

15 A. No, sir. I'd already been looking at  
16 transferring schools because of the coach at  
17 Morrison.

18 Q. Okay. You had been looking at transferring  
19 schools. What schools had you looked at?

20 A. Pawnee and Glencoe.

21 Q. Okay. And why did you choose Glencoe then?

22 A. Pawnee didn't seem quit like the right fit, and  
23 we kind of looked at the school a little bit and  
24 realized it wasn't the school for me.

25 Q. Okay. Did you ever discuss the decision to go

1 to Glencoe, with anyone other than your parents?

2 A. No, sir.

3 Q. You never discussed it any of the other players  
4 on your AAU team?

5 A. No, sir.

6 Q. Okay. Thank you.

7 THE COURT: May this witness step down?

8 MS. WHITTEN: Yes, Your Honor.

9 THE COURT: Young man, you can step down.  
10 You're free to leave or remain as you desire.

11 MS. WHITTEN: Your Honor, at this time,  
12 Plaintiffs will call David Jackson. And my  
13 co-counsel Blake Sonne will be directing him.

14 THE COURT: If you'd raise your right  
15 hand, sir.

16 (WHEREUPON THE WITNESS WAS DULY SWORN)

17 \* \* \* \* \*

18 DAVID JACKSON,

19 having first been duly sworn to testify to the  
20 truth, the whole truth, and nothing but the truth  
21 testified as follows:

22 THE WITNESS: Yes, sir.

23 THE COURT: Just have a seat there to  
24 your left. If you would also start, sir, as we did  
25 with everybody else, state your first and last name,

1 and go ahead and spell both of those for the  
2 reporter.

3 THE WITNESS: Okay. David Jackson.  
4 D-A-V-I-D J-A-C-K-S-O-N.

5 THE COURT: Thank you, sir.  
6 Counsel, you may proceed when you are  
7 ready.

8 MR. SONNE: Thank you, Your Honor. Blake  
9 Sonne, Whitten Burrage, on behalf of the Plaintiffs.  
10 Permission to treat the witness as adverse, Your  
11 Honor.

12 THE COURT: You may.

13 MR. SONNE: Thank you.

14 **DIRECT EXAMINATION**

15 **BY MR. SONNE:**

16 Q. Mr. Jackson, you are currently the head of the  
17 -- the Executive Director of the OSSAA; correct?

18 A. Yes, that's correct.

19 Q. And to be clear, I just want to make sure we're  
20 here today on the right argument. In your letter,  
21 dated August 5th, 2025, of this year, is it not true  
22 that you said that you were not making any findings  
23 of a recruiting violation under Rule 9; correct?

24 A. Yeah. The intent of the letter was --

25 Q. Sir, is that a yes or no? It's a yes-or-no

1 question. Is that correct, you said that in the  
2 letter?

3 A. Can you restate the question.

4 Q. Yeah. In your August 5th, 2025, letter you  
5 stated that you -- I think -- and I can read it from  
6 the letter. But just generally, you said that you  
7 were not making any findings about any Rule 9  
8 violation, because you found a Rule 24 violation;  
9 correct?

10 A. That's correct. We did find a Rule --

11 Q. Right. And so, you weren't making any findings  
12 of a recruiting violation?

13 A. That's correct.

14 Q. That is correct. So if this Court decides  
15 under this TRO that either the Link Rule, Rule 24,  
16 is either arbitrary and capricious and violating  
17 State law or State statute and/or it's being applied  
18 arbitrarily in this particular case, and grants a  
19 TRO, or a permanent injunction, is it your intent,  
20 from the OSSAA, on Monday morning to send out  
21 another eligibility letter to all these kids saying  
22 there's a Rule 9 violation?

23 A. No. We would honor what the Court says.

24 Q. Okay. Just want to be clear. You don't have  
25 any plans to bring a Rule 9 in this incident with

1 Coach Schubert and any of these children, on the  
2 record, under oath; correct?

3 A. We never planned to handle anything that's not  
4 brought to us, sir; so, no.

5 Q. That's not my question. My question is -- I  
6 want to make sure that these families, and these  
7 kids, and this Court, where you're the Executive  
8 Director of the OSSAA, that you don't have a plan  
9 that if you lose this hearing or you lose the  
10 Link -- or the Rule 24 argument, that you're not  
11 going to come back next week and bring a Rule 9  
12 violation?

13 A. That's correct.

14 Q. Okay. So we can rule out any recruiting  
15 arguments, anything in your briefs regarding  
16 recruiting, because you're not here about a Rule 9  
17 violation; correct?

18 A. Well, I have to say, up to this point. If, in  
19 the future, some -- anytime an allegation is made,  
20 we're going to look into it. If your question is up  
21 to this point with what we have, our intent is not  
22 to pursue it.

23 But if we would, in the future, get  
24 information that we would need to look into, we  
25 would look into it, like we would any other

1 allegation.

2 Q. Based on all the information that you've had,  
3 when you first -- for the record, you did initially  
4 bring up Rule 9 with Coach Schubert and these boys;  
5 correct?

6 A. Correct.

7 Q. And you did an investigation; correct?

8 A. Correct.

9 Q. And you relied on certain rumors and  
10 speculation and hearsay about these Rule 9  
11 violations; correct?

12 A. Information that we received from --

13 Q. Right. Which included speculation, hearsay,  
14 and I think in your affidavit, which we're going to  
15 turn to in a minute, you talked about gossip in  
16 February of 2025. You put that in your affidavit;  
17 correct?

18 MS. HUGHES: Objection. That calls for a  
19 legal conclusion. He's asking him whether it was  
20 hearsay, whether it was --

21 Q. (By Mr. Sonne) You relied on statements that  
22 you didn't have personal knowledge of?

23 THE COURT: Just a minute, Counsel.  
24 There's been an objection made.

25 MR. SONNE: Oh, I'm sorry.

1 THE COURT: The Court will note this  
2 witness is the Executive Director of OSSAA, and  
3 believes he is able, and has the ability, to answer  
4 these questions. So the objection will be  
5 overruled.

6 THE WITNESS: I apologize, Your Honor.

7 THE COURT: If you'll re-ask your  
8 question.

9 MR. SONNE: I was trying to rephrase it  
10 before you answered it. I apologize.

11 THE COURT: It's okay.

12 Q. (By Mr. Sonne) In your affidavit, which I'm  
13 turning to, I found it quite remarkable. You said  
14 in paragraph 11, of an affidavit sworn under oath:  
15 "And by February of 2025 rumors were circulating  
16 that Garrett Schubert was going to be the head  
17 basketball coach at Glencoe Public School."

18 I want you it tell me, under oath, what  
19 personal knowledge you have, in front of this Court,  
20 that there was rumors circulating in February of  
21 2025 about Garrett Schubert.

22 A. That was information that was sent to our  
23 office.

24 Q. What personal knowledge did you have about  
25 Garrett Schubert becoming the basketball coach in

1 February of 2025?

2 A. It was information sent to our office.

3 Q. Okay. So you're relying on what other people  
4 had told you; correct?

5 A. We often rely on what other people tell us when  
6 there are allegations.

7 Q. Right. And back to my point. All of the  
8 arguments that was made by your attorneys in their  
9 brief in this case regarding Rule 9, recruiting, are  
10 completely irrelevant, because you've now stated,  
11 under oath, that the OSSAA has abandoned any Rule 9  
12 violations in this case; correct?

13 A. Up to this point.

14 Q. Correct. With all the information that you've  
15 talked about and was in your brief, that's all been  
16 before the Court; correct? So let's move on to the  
17 Link Rule.

18 Well, first of all, you've also abandoned  
19 the argument that these boys can't play in baseball  
20 season; correct?

21 A. No, that's not correct.

22 Q. They are playing baseball right now?

23 A. That's correct, yes.

24 Q. Okay.

25 A. I'm sorry. Yes, they can play baseball.

1 Q. Right. Initially, the OSSAA had said they  
2 could not play baseball, and now they are allowed  
3 then to play baseball; correct?

4 A. They are allowed to play baseball.

5 Q. So the OSSAA first said it was a Rule 9  
6 violation. You've abandoned that; correct?  
7 Correct?

8 A. For -- at this time, at this point.

9 Q. Right. Secondly, you said they couldn't play  
10 baseball. And now you allowed them to play  
11 baseball; correct?

12 A. That's correct.

13 Q. And now we're only based on a Link Rule  
14 violation of the team camp on May 29th and May 30th  
15 of 2025; correct?

16 A. That is correct.

17 Q. That is the only piece of evidence that you're  
18 relying on that you claim violated Rule 24;  
19 correct?

20 A. We rely on that because we have factual  
21 information.

22 Q. That's not my question. My question is:  
23 That's the only piece of evidence that you're  
24 relying on, that the OSSAA alleges violates Rule 24,  
25 is the two-day team camp on May 29th and May 30th;

1 correct?

2 A. That's correct.

3 Q. Thank you. Now, let's talk about that. At the  
4 hearing that I attended a couple months ago in  
5 August, you also said, quote -- if you read the  
6 transcript -- there's a transcript of that hearing.  
7 I just want to quote what you said. I want to make  
8 sure we're still talking about the same thing.

9           You said, Mr. Jackson, you said: Our  
10 Link Rule's printed in our manual. This is on page  
11 25 of our brief.

12           Ms. Whitten said: Yes, sir. I've read  
13 Rule 24 and it doesn't speak to unenrollment before  
14 June 1, 2025.

15           Do you remember when Ms. Whitten said  
16 that?

17 A. Vaguely remember her saying that.

18 Q. And your statement on the transcript, which is  
19 exhibit 7, page 51, and I quote:

20           "Neither am I, ma'am. Basically, it says  
21 they have to be Glencoe students,  
22 officially Glencoe students. I'm not  
23 getting into whether they have to be  
24 unrolled. We don't have any language that  
25 speaks to that."

1                   Do you remember making that statement?

2   A.   That is correct.

3   Q.   And so there is no policy about whether they  
4   have to be unenrolled from Morrison to be in  
5   official violation of the Link Rule; correct?

6   A.   That's correct.

7   Q.   Your statement is that they have to be an  
8   official student of Glencoe; correct?

9   A.   That's correct.

10   Q.   And they have to be an enrolled student at  
11   Glencoe; is that your statement?

12   A.   Enrolled or in the transfer portal.

13   Q.   Okay. So now your testimony is they have to be  
14   enrolled or in the transfer portal; correct?

15   A.   That's correct.

16   Q.   Now, did you hear -- I heard this morning your  
17   attorney -- when the superintendent of Glencoe said  
18   that all five of these students had been approved to  
19   move to Glencoe and had been pre-enrolled. Do you  
20   remember when he testified to that under oath?

21   A.   I do.

22   Q.   That he was -- they were pre-enrolled and  
23   approved to come. Do you remember that?

24   A.   I do.

25   Q.   And do you remember your attorney stood up and

1 said this is a straw man argument? Do you remember  
2 when she used the term "straw man"?

3 A. Yes.

4 Q. You were hear this morning and heard that;  
5 right?

6 A. I was.

7 Q. So when the superintendent and our attorneys  
8 argued that when they were approved and  
9 pre-enrolled, your attorney said it was a straw man.  
10 Do you know what a straw man argument is?

11 A. No. You'll have to explain it to me.

12 Q. Well, I looked it up. And Google tells me, the  
13 dictionary, says it's an intentionally  
14 misrepresented proposition that is set up because it  
15 is easier to defeat than an opponent's real  
16 argument.

17 So your attorney stood in this court and  
18 said that the superintendent saying they were  
19 approved and pre-enrolled meant they were students  
20 and could participate in the team camp, and your  
21 attorney said that was, quote, "an intentionally  
22 misrepresented proposition."

23 Would you agree?

24 A. Yeah, I would agree.

25 Q. Okay. Now, what does pre-enrollment mean to

1 you?

2 A. Pre-enrollment means there's been some official  
3 document entered.

4 Q. Okay.

5 A. With the student, their family, and the  
6 school.

7 Q. Who determines pre-enrollment? That's up to  
8 the school district, isn't it?

9 A. It's up to the school district to determine how  
10 that is done.

11 Q. Yeah. There's no rules at OSSAA or definitions  
12 of what pre-enrollment is, is there?

13 A. No.

14 Q. And there's no State law that says whether  
15 someone is pre-enrolled or not. That's up to the  
16 practices and policies of 426 different school  
17 districts in the State of Oklahoma. Would you  
18 agree?

19 A. What I would agree to is that that can look  
20 differently, but the key is that there is a formal  
21 document in place.

22 Q. And where is that written in some policy?  
23 There's no -- you just said under oath, sir, there  
24 is no written policy of what pre-enrollment means.  
25 Did you not just say that?

1 A. Yes.

2 Q. And so that's up to every different school;  
3 correct? A formal document could be that the  
4 superintendent looks at the availability of a  
5 transfer student, says there's availability and  
6 we're going to pre-enroll this kid and he's coming  
7 in the fall, but we can't actually enroll him until  
8 the first day of school.

9 You understand the difference between  
10 enrollment and pre-enrollment; right?

11 A. But I don't agree with your characterization of  
12 that. Because unless there is some formal document,  
13 even though -- even though it may not be written,  
14 that -- the practice of schools, if they're going to  
15 enroll or pre-enroll someone, they acknowledge that  
16 with some formal document.

17 Q. Okay. Does the OSSAA recognize the difference  
18 between pre-enrollment students and enrollment  
19 students?

20 A. No. Not much of a distinction though.

21 Q. There's no difference in your mind? You don't  
22 even use the term "pre-enrollment," do you?

23 A. Other than, again what I refer to as the  
24 document that is a sign of some commitment.

25 Q. So if these students were pre-enrolled at the

1 team camp, that would be disallowed under OSSAA  
2 policy; correct?

3 A. No. No. That's not right. If there -- if  
4 there was some document that was presented that  
5 could have been shown, probably wouldn't be here.

6 Q. Sir, I didn't ask you if there was a document.  
7 I asked you if Glencoe Public Schools says, as their  
8 superintendent said under oath today, that they'd  
9 been approved and were pre-enrolled for the 2025-'26  
10 school district -- year, they could have attended  
11 the team camp on May 29th and May 30th; correct?

12 A. No. No.

13 MS. HUGHES: Your Honor, I'm going to  
14 object. Mr. Reeves testified very clearly earlier  
15 that Glencoe does not have a pre-enrollment process.  
16 You're mischaracterizing his testimony.

17 MR. SONNE: I don't think I'm  
18 mischaracterizing his testimony at all. They have a  
19 process however they want to have the process.

20 THE COURT: The objection's overruled.

21 Q. (By Mr. Sonne) If they were pre-enrolled,  
22 according to Glencoe, they could participate in the  
23 team camp in the summer; correct?

24 A. I'm not going to agree to that. Because,  
25 again, we don't have a document that shows a

1 commitment between the student and the school.

2 Q. I've got the CEO of the school district  
3 testifying under oath that they've accepted and  
4 pre-enrolled the students. Did you hear that  
5 testimony today?

6 A. I did.

7 Q. What facts or evidence do you have, as the  
8 Executive Director of the OSSAA, that these five  
9 students were not pre-enrolled at Glencoe when they  
10 participated in the team camp on May 29th and May  
11 30th?

12 A. It would be more of what we don't have, and  
13 that's the document.

14 Q. What evidence do you have, sir, that they were  
15 not pre-enrolled by Glencoe on May 29th and May  
16 30th? Tell the Court.

17 A. I thought I just did.

18 Q. Tell the Court what you have.

19 A. It's what we don't have.

20 Q. You have the testimony of the CEO of the school  
21 saying they were pre-enrolled. Is there any formal  
22 policy that OSSAA has about requesting some sort of  
23 document about whether a student has been  
24 pre-enrolled or not?

25 A. No, but --

1 Q. Let's do this --

2 A. Okay.

3 Q. Let's turn to your own policies.

4 A. Okay.

5 MR. SONNE: Your Honor, I'd like to  
6 direct your attention to the response brief that was  
7 filed by the OSSAA, and turn your attention to  
8 Exhibit 9. Specifically, Your Honor, if you could  
9 turn with me to page 53. And I'm just doing this to  
10 bring the Court's attention. I know there is a lot  
11 of documents out there.

12 Exhibit 9, and then page 53 of the OSSAA  
13 policies.

14 Q. (By Mr. Sonne) Do you have the exhibits in  
15 front of you, sir?

16 A. I don't.

17 Q. Well, I'm just going to read you this policy.  
18 Number 11 -- do you guys know you have a policy on  
19 team camps, sir?

20 A. I do.

21 Q. Have you read it recently?

22 A. I've read it fairly recently.

23 Q. Camp Questions and Answers, on page 52. I want  
24 to turn your attention to section 11.

25 "Question: Can a student who is not yet

1 enrolled at our school attend a team camp  
2 with our school team?

3 Answer: No."

4 But then the OSSAA gives this incredible  
5 answer:

6 "A student must have at least pre-enrolled  
7 to attend your school in the next semester  
8 before that student is permitted to attend  
9 a team camp with your school's team."

10 Are you familiar with that statement by  
11 the OSSAA?

12 A. Yes, sir.

13 Q. So if the OSSAA has said that if a student is  
14 pre-enrolled, they can attend a team camp for that  
15 school; correct?

16 A. Yes.

17 Q. And you have the superintendent saying they  
18 were pre-enrolled; correct?

19 A. We have the superintendent saying that, yes.

20 Q. That's right. And you have no evidence to  
21 combat anything that the superintendent said that  
22 they were pre-enrolled, do you?

23 A. Again, I'll repeat what we don't have is any  
24 kind of pre-enrollment document.

25 Q. What if he wrote a piece of paper and said he's

1 been pre-enrolled at Glencoe?

2 A. You know, if they submit that as a  
3 pre-enrollment prior to this, who knows what -- we  
4 might consider that.

5 Q. So in these last three months, all you needed .  
6 was the superintendent to write an email to you and  
7 say they've been pre-enrolled and we wouldn't be  
8 here, because under your own policy, if they were  
9 pre-enrolled, they could have participated at the  
10 team camp on May 29th and May 30th?

11 A. If we would have had some written document,  
12 you're absolutely right. We may not be here.

13 Q. This is outrageous. If we go to section 12,  
14 Summertime Dead Period. Again, the OSSAA recognizes  
15 the difference between enrolled and pre-enrolled.

16 And says:

17 "Secondary-level students enrolled or  
18 pre-enrolled at a member school may not  
19 participate during the dead period."

20 And what that means is, sir, is your  
21 attorneys have got up here and argued in front of  
22 this Court that they couldn't participate because  
23 they weren't formally enrolled.

24 Do you remember that argument? And you  
25 put pleadings in front of this Court --

1 A. If they weren't enrolled or pre-enrolled,  
2 yeah.

3 Q. Never one time has your attorney said that they  
4 were pre-enrolled, never one time. They have argued  
5 in front of this Court, the record is clear, that  
6 they had to be enrolled officially. And because  
7 they weren't enrolled officially, you guys found a  
8 Link Rule; correct -- violation; correct?

9 A. We had a Link Rule violation --

10 Q. Right. And you said in your --

11 A. -- because they weren't enrolled.

12 Q. And you said in your affidavit, because they  
13 were not official students of Glencoe; right?

14 A. Correct.

15 Q. And your own policies talk about the difference  
16 between enrolled and pre-enrolled; right? Isn't  
17 that true? I'm reading from your own policy.

18 A. Read that again, the differences.

19 Q. Yeah. "Secondary-level students enrolled or  
20 pre-enrolled cannot participate during the dead  
21 period in July." That's an OSSAA policy.

22 A. Yeah. It's saying the same thing.

23 Q. That's right. So if your interpretation, and  
24 attorneys' interpretation is correct, that they  
25 can't do a team camp unless they're officially

1 enrolled, that means every student in Oklahoma in,  
2 every sport, if they move a district, they can't  
3 participate in the summer until the first day of  
4 school, until they're officially enrolled?

5 A. No. They can't participate in a team camp  
6 during the summer unless they're -- there's a  
7 pre-enrolled or enrollment document to present.

8 Q. Okay. In section 11, it says:

9 "A student must have at least pre-enrolled  
10 to attend your school in the next semester  
11 before that student is permitted to attend  
12 a team camp with your school's team."

13 Tell me where in your policy it says that  
14 the OSSAA has to have a document saying how they're  
15 pre-enrolled.

16 A. Well, that -- what we mean by being  
17 pre-enrolled or enrolled is having some form of  
18 documentation that shows a commitment between the  
19 student and the school.

20 Q. And you've known from the very beginning of  
21 this case that the superintendent approved every one  
22 of these students to come in. He approved their  
23 availability. He approved them to come starting the  
24 first day of school in August. And that's why he  
25 checked with the OSSAA about these kids. And that's

1 why he told them they could participate in the team  
2 camp on May 29th and May 30th; you know that.

3 A. The superintendent never presented anything  
4 that shows any enrollment of the students.

5 Q. Okay. So let's take a 15-minute break. He's  
6 going to send you an email that says they were all  
7 pre-enrolled. Can we go home? Will you drop your  
8 Rule 24 violation?

9 A. This is after the fact.

10 Q. What do you mean it's after the fact?

11 A. We've got the violation because we don't have  
12 that document.

13 Q. That's not in your letter at all, sir. All you  
14 -- you never said anything about pre-enrollment. I  
15 brought it to your attention today because OSSAA  
16 doesn't even understand their own rules.

17 A. We understand our rules fine.

18 Q. You don't understand. We'll disagree on that.

19 But let me ask you this: I thought I  
20 heard an argument today that -- I think I heard  
21 this. I didn't really understand it until I looked  
22 at the documents. But I heard your attorney say  
23 Glencoe voted in favor of the Link Rule.

24 Do you remember that argument --

25 A. Yes.

1 Q. -- being made? Now, in your affidavit -- I'm  
2 going to turn to your affidavit. You swore under  
3 this -- under oath. You said in your affidavit,  
4 sir, that on exhibit -- the exhibit of your  
5 affidavit, paragraph 7, quote, "Glencoe Public  
6 Schools voted in favor of reinstating Rule 24, the  
7 Link Rule," end of period.

8 That's what you put in a sworn affidavit.

9 A. Yes.

10 Q. Okay. You know that's not what they voted on  
11 though; right?

12 A. No, I don't know that.

13 Q. You don't know that. So you put that in your  
14 affidavit and you have no idea what the vote was  
15 that --

16 A. Yeah. I'm saying they did vote for it.

17 Q. No. No. No.

18 A. According to our documentation.

19 Q. Your statement, quote, "Glencoe voted in favor  
20 of restating Rule 24, the Link Rule" --

21 MR. SONNE: And if you turn to Exhibit  
22 2.1 of their brief, Your Honor. I'd like the Court  
23 to take recognition of what actually the vote was.

24 MS. HUGHES: Do you have a copy to give  
25 the witness?

1 MR. SONNE: I don't.

2 Q. (By Mr. Sonne) Exhibit 2.1, the answer choices  
3 -- this is your own brief, your own exhibit. The  
4 answer choices are, quote, there's a whole  
5 narrative. And then the question:

6 The vote is: Favor of a -- favor  
7 exempting a student making a bona-fide move.

8 The second potential vote is: Do not  
9 favor exempting a student making a bona-fide move.

10 The whole vote was about the last  
11 sentence of the Link Rule under Rule 24. Do you  
12 understand that?

13 A. That's all explained in the paragraph in the  
14 documentation about the vote.

15 Q. Right. And the answer choice is not -- not one  
16 of the answer choices is, we like and want Rule 24,  
17 or we don't want Rule 24. The vote is, sir, favor  
18 exempting a student making a bona-fide move, or do  
19 not favor exempting a student making a bona-fide  
20 move.

21 That's what the vote was. So when you  
22 put in a sworn affidavit that Glencoe voted in favor  
23 of reinstating Rule 24, the Link Rule, that's not  
24 accurate. Do you understand that? Because that's  
25 not what the vote was.

1 A. I don't know that I agree with that.

2 Q. Okay. Well, I think the Court can take a look  
3 at the vote and determine for itself whether that's  
4 good or not.

5 Now, the other thing that I thought was  
6 pretty -- there's two other things I thought and  
7 I'll sit down. But you just heard from a kid named  
8 Kent Rossander, who -- I was at the August hearing  
9 at the OSSAA. And it's in transcript where his  
10 father stood up and talked about how he did not play  
11 at the team camp on May 29th and May 30th because he  
12 was injured, and he was there on crutches.

13 Do you remember when he testified to  
14 that -- or said that at the hearing?

15 A. I do.

16 Q. Okay. So we're getting ready for a TRO hearing  
17 and OSSAA and their attorneys decided to get on his  
18 social media accounts and present pictures, and file  
19 them in public record in this courthouse to try to  
20 get a "gotcha moment" with a kid, who everyone at  
21 this team camp testified did not play.

22 Are you proud of the OSSAA and your  
23 attorneys publishing a kid's social media accounts  
24 to support a narrative that is 100 percent false?  
25 Are you proud of that as the Executive Director?

1 MS. HUGHES: Your Honor, I'm going to  
2 object. We already stated this was a publicly  
3 accessible social media account. The account's not  
4 private.

5 MS. SONNE: No one's -- well, our  
6 response is no one's saying it's not public, Your  
7 Honor.

8 THE COURT: I understand that. The  
9 Court's going to sustain that objection. That's  
10 badgering of the witness.

11 MR. SONNE: Sure.

12 Q. (By Mr. Sonne) Do you have any facts or  
13 evidence sitting here today, sir, that dispute the  
14 sworn testimony of Mr. Rossander that he did not  
15 play at the team camps on May 29th and 30th, sitting  
16 here today?

17 A. What we have maybe is some conflicting evidence  
18 from information from his athletic director that's  
19 saying -- that said that all the students that  
20 transferred participated at the team camp.

21 Q. Okay. And that's the only information you're  
22 relying on; correct?

23 A. Well, it's conflicting information.

24 Q. Right. You heard his dad at the hearing;  
25 correct?

1 A. Yes.

2 Q. So after the hearing, what information do you  
3 have evidenced before this Court that he played at  
4 the team camp?

5 A. Well, it's -- again, we had --

6 Q. Okay?

7 A. -- a conflict of information.

8 Q. But nothing other than that; correct?

9 A. Right.

10 Q. And that's why you thought it would be -- going  
11 to get his social media account; right?

12 A. I didn't go get his social media account.

13 Q. Okay. I also thought I heard today that --  
14 from your attorneys that, the failure to play  
15 varsity sports in high school, they were making the  
16 argument that that would not cause irreparable harm  
17 to a high school kid.

18 Do you remember hearing that?

19 A. I do.

20 Q. That they could participate in JV, or that that  
21 wouldn't cause irreparable harm to a kid. I just  
22 want to make sure that as the Executive Director of  
23 the OSSAA, that you agree with your attorneys'  
24 statements to the hundreds of high school athletes  
25 in the State of Oklahoma that not participating in

1 varsity sports during their junior or senior year  
2 would not cause them irreparable harm?

3 A. I absolutely agree with that. It doesn't have  
4 to. They're still opportunities to participate.

5 Q. Now, in any of your emails and correspondence,  
6 would you agree with me that you never one time  
7 asked for verification in writing of pre-enrollment  
8 of any of these students from Glencoe's  
9 superintendent?

10 A. No, I didn't.

11 Q. Okay. And there's no way for the  
12 superintendent of Glencoe to know that you required  
13 a written document requiring pre-enrollment when you  
14 never asked for it and it was not in your policies;  
15 correct?

16 A. You know, things like that are talked about  
17 often in the various meetings that we conduct every  
18 year that we expect our administrators to attend and  
19 to know.

20 Q. Okay. And my question is: It's not -- there's  
21 no requirement in your written policy; correct? You  
22 already testified to that; correct?

23 A. I don't think there's anything written, no.

24 Q. Right. There's nothing in your policies for a  
25 superintendent to go look at and say, oh, I've got

1 to send in this pre-enrollment form; correct? There  
2 is no policy; right?

3 A. No.

4 Q. And you didn't, in this case, send in any  
5 written directive that you needed some sort of  
6 pre-enrollment confirmation before you could confirm  
7 that they were pre-enrolled, which according to your  
8 rule, would allow them to participate in the team  
9 camp; correct?

10 A. Nothing in our written policies, no.

11 Q. Right. And nothing in this case where you  
12 inform the superintendent that you needed that in  
13 writing; correct?

14 A. Again, we expect our administrators to know our  
15 rules.

16 Q. That's not what my -- you don't have a rule on  
17 this. You just said it's not in your rule. So my  
18 next follow-up question was: Did you send him an  
19 email, a letter, or something to say, hey, this  
20 isn't in our rules, but we need a written  
21 confirmation of pre-enrollment?

22 You never did that in this case; correct.

23 A. That's correct. Right.

24 MR. SONNE: No further questions, Your  
25 Honor.

1 MS. HUGHES: One preliminary matter, Your  
2 Honor. Since we're going to be calling Mr. Jackson,  
3 do I have permission to just respond to their direct  
4 examination but also ask him questions that I may  
5 need to that might exceed the scope of that direct  
6 so we don't have to recall him in the interest of  
7 time?

8 THE COURT: You may conduct  
9 cross-examination and direct examination.

10 MS. HUGHES: Thank you, Your Honor. And  
11 for the record, I'm Kayci Hughes examining  
12 Mr. Jackson.

13 **CROSS-EXAMINATION**

14 **BY MS. HUGHES:**

15 Q. Mr. Jackson, let's start with this issue of the  
16 plaintiff student, Kent Rossander. In the OSSAA  
17 rules, how is participation defined?

18 A. Participation is defined as a student who is in  
19 school uniform, in a contest; during a contest,  
20 being in uniform.

21 Q. Do they have to actually play in the contest?

22 A. No, they do not.

23 Q. So if they're there with their team, they're  
24 sitting on the sidelines as a member of that team,  
25 that is considered participation?

1 A. That is correct.

2 Q. Okay. When the OSSAA did its investigation  
3 here, you-all reached out to the athletic director  
4 at Glencoe; is that correct?

5 A. That's correct.

6 Q. And you provided him with all the information  
7 that you had received and asked him to confirm or  
8 deny those facts; is that correct?

9 A. That's correct.

10 Q. And what did Mr. Holt tell you about who  
11 participated in the team camp?

12 A. What his email response was to Mr. Clark was  
13 that the transfer students participated in the team  
14 camp.

15 Q. Okay. That included Mr. Rossander; correct?

16 A. That's correct.

17 Q. All right. You heard Mr. Rossander testify  
18 earlier that he was present with his team at the  
19 team camp but did not play because of an injury?

20 A. That's right.

21 Q. Okay. Based on the fact that he was present  
22 with his team at the team camp, does the OSSAA  
23 consider that participation under OSSAA's rules?

24 A. If he's in uniform, yes.

25 Q. Did you hear Mr. Reeves testify earlier today

1 in the courtroom, Mr. Jackson?

2 A. Yes, I did.

3 Q. Okay. You were present for his whole  
4 testimony?

5 A. Yes.

6 Q. And did you hear Mr. Reeves testify that  
7 Glencoe does not have a pre-enrollment process?

8 A. I did.

9 Q. Okay. When the OSSAA is considering whether a  
10 student is pre-enrolled, do you rely on whether or  
11 not that student has applied to transfer in the  
12 transfer portal?

13 A. Yes.

14 Q. Okay. At any time, did the Glencoe  
15 superintendent or athletic director provide OSSAA  
16 any information that suggested that these students  
17 applied in the transfer portal prior to their  
18 participation at the team camp?

19 A. He did not.

20 Q. Okay. And, in fact, based on the information  
21 that has been gathered, do you know now definitively  
22 whether or not they applied in the transfer portal  
23 before they participated at the team camp?

24 A. Not before, no.

25 Q. Okay. Each and every one of them applied to

1 transfer after?

2 A. That's correct.

3 Q. Okay. So what possible document could  
4 Mr. Reeves give you that would satisfy the OSSAA  
5 that these students were pre-enrolled on May 29th  
6 and 30th?

7 A. He wouldn't have any.

8 Q. Does a superintendent or an athletic director  
9 telling the OSSAA that they've given the verbal nod  
10 to a student, that they should have room for them in  
11 the next school year, is that pre-enrollment in the  
12 OSSAA's mind?

13 A. It is not.

14 Q. Okay. And why?

15 A. Because there's so many opportunities for --  
16 the member schools want some commitment. If they're  
17 going to invest in a student say that may say  
18 they're coming to their school, they want some kind  
19 of commitment because it could interfere with time  
20 given to train that student that could be given to  
21 someone else, situations like that.

22 Q. And in your 30 plus years of experience at the  
23 OSSAA, have you seen a number of times where  
24 students tell a school, hey, I'm interested in  
25 transferring here in the fall and then change their

1 mind and don't actually transfer to that school?

2 A. It happens often.

3 Q. Okay. And is that why it's important that  
4 these students have actually initiated the transfer  
5 process by filing the application for transfer in  
6 the transfer portal before they play in things like  
7 team camps?

8 A. That's correct.

9 Q. Okay. Just to be clear, counsel asked you some  
10 questions about, I believe it was Exhibit 9 to our  
11 brief, which were the Board policies that deal with  
12 participation in camps. Do you recall that?

13 A. Yes.

14 Q. And is it true that the Board's -- or that the  
15 OSSAA's policy for participation in team camps,  
16 under policy 11(A), requires that school team  
17 members must be enrolled at the school for which  
18 they participate during the team camp?

19 A. That's correct.

20 Q. Based on all the information that the OSSAA has  
21 gathered in this investigation, were these students  
22 enrolled on May 29th and 30th when they participated  
23 in that team camp?

24 A. No, they were not.

25 Q. Based on all the information that you have

1 gathered in this investigation, does the OSSAA  
2 believe those students were pre-enrolled on May 29th  
3 and 30th when they participated in that team camp?

4 A. No, it does not.

5 Q. And just to be clear, he pointed you to the  
6 Camp Questions and Answers Section of that Board  
7 policy. And, specifically, I believe he had you  
8 look at Question 11, which was: Can a student who  
9 has not yet enrolled at our school attend a team  
10 camp with our school team.

11 And the answer is: No. A student must  
12 have at least pre-enrolled to attend your school in  
13 the next semester before that student is permitted  
14 to attend a team camp; correct?

15 A. That's correct.

16 Q. And in order to be pre-enrolled, did I  
17 understand you correctly before, that the student  
18 needs to have initiated the transfer process by  
19 filing an application in the transfer portal?

20 A. Yes.

21 Q. Are you familiar, Mr. Jackson, with the Open  
22 Transfer Act that the Legislature put in place?

23 A. I am.

24 Q. And are you familiar that it's specifically  
25 required by the Legislature in that act that in

1 order to transfer, a student must first complete a  
2 transfer application?

3 A. Yes.

4 Q. Is it also true that under that act that the  
5 school must take students that want to transfer to  
6 their school in the order in which they filed a  
7 transfer application?

8 A. That's correct.

9 Q. In your review of that legislation -- of that  
10 statute, have you seen anything in there that  
11 creates an exception if the superintendent gives the  
12 student a verbal nod that "I should have room for  
13 you in the fall"?

14 A. No.

15 Q. Okay. While we're talking about the Open  
16 Transfer Act, I want to ask you about whether or not  
17 the OSSAA had any discussion with the Legislature at  
18 the time that act was being implemented and  
19 drafted?

20 A. As a matter of fact, we did. While that was  
21 being crafted, we were -- we were asked for our  
22 input and/or at least to have some conversation.  
23 And part of those conversations led to the authors  
24 of the legislation wanting to leave athletic  
25 eligibility to the OSSAA, even though students --

1 made it -- the bill made it easier for students to  
2 transfer, they wanted to leave athletic eligibility  
3 to the OSSAA.

4 Q. Okay.

5 MR. SONNE: Your Honor, I'm just going to  
6 object to what legislators told him about the intent  
7 of their bill and what --

8 MS. WHITTEN: Hearsay.

9 MR. SONNE: Hearsay and speculation.

10 THE COURT: That will be sustained. That  
11 question does call for hearsay.

12 Q. (By Ms. Hughes) Well, let's talk about what's  
13 actually in the act, Mr. Jackson.

14 A. Okay.

15 Q. Is there a section of the act that specifically  
16 does leave eligibility decisions to the OSSAA?

17 A. There is.

18 Q. So that was what was actually implemented in  
19 the Oklahoma statutes?

20 A. Yes.

21 Q. Okay. Now counsel asked you on his direct, if  
22 we took a 15-minute break and he brought you in a  
23 piece of paper from Mr. Reeves that said, hey,  
24 before this team camp, I told these kids I would  
25 have room for them in the fall, would we drop --

1 would you drop your conclusion that there's been a  
2 Linked Rule violation; would that matter to you?

3 A. If they -- if he brought a document, you're  
4 saying?

5 Q. Well, no. If he brought you a note or  
6 memorialized in writing, Mr. Jackson, I told these  
7 kids --

8 A. No, that would not change our determination.  
9 No.

10 Q. Yeah. If he brought you an application or  
11 proof that they'd applied in the transfer portal  
12 before that team camp, would that have changed  
13 things?

14 A. Sure.

15 Q. Would we be sitting here today?

16 A. We would not be here.

17 Q. Okay. During your discussions with Glencoe and  
18 Morrison, as part of this investigation, did  
19 Mr. Reeves ever tell you that these students were  
20 pre-enrolled?

21 A. No.

22 Q. He asked you a question about irreparable harm.  
23 And he asked you specifically whether or not  
24 participating in varsity sports causes irreparable  
25 harm. And what was your answer?

1 A. No, I don't think so, because our  
2 responsibility is to provide opportunities to  
3 participate. Varsity level or whatever level is  
4 not -- is not the consideration. Having the  
5 opportunity to participate is how we see our role in  
6 high school activities.

7 Q. And despite the fact that these students were  
8 found ineligible by the OSSAA for a Link Rule  
9 violation, do they still have opportunities to  
10 participate in sports at Glencoe?

11 A. They do. The Linked Rule would apply to  
12 basketball. So they would have the opportunity to  
13 participate in baseball. They would have the  
14 opportunity to participate at the varsity level.

15 Q. Even in basketball, could they participate  
16 sub-variety?

17 A. Even in basketball.

18 Q. Let me ask you this: I think in my opening  
19 remarks to the Court, I mentioned the fact that many  
20 schools have try-outs for their variety programs.

21 Are you aware of that?

22 A. Yes.

23 Q. If a school -- and would you agree that in all  
24 your experience at the OSSAA that it's not uncommon  
25 that every kid that tries out for the varsity

1 doesn't make the team?

2 A. That's correct.

3 Q. So if a school has try-outs and they have to  
4 tell a group of kids that tried out, sorry, you  
5 didn't quite make the cut for varsity this year, but  
6 you can play on the JV team, are they causing  
7 irreparable harm to their students?

8 A. No. We don't see it that way.

9 Q. Okay. Why do you have the Linked Rule,  
10 Mr. Jackson?

11 A. The membership wanted the Linked Rule. This is  
12 through all the meetings that we have and the input  
13 that we gather from the member schools. They wanted  
14 the Linked Rule to protect what many member school  
15 administrators were seeing, is that students were  
16 following coaches for athletic purposes.

17 And especially after the Rule 8 exception  
18 came into being, where it's easier for students to  
19 transfer and gain eligibility, the membership really  
20 felt that it was -- it was necessary to have  
21 something that would protect students following  
22 coaches.

23 Q. And the first time that the Linked Rule was  
24 implemented, when did that occur?

25 A. That occurred in -- beginning of the 2024

1 school year.

2 Q. Okay. And when that was voted in place in  
3 2024, did it pass with a large majority?

4 A. About 65, 66 percent, yes.

5 Q. Okay. And what is the difference between the  
6 Linked Rule as it was first implemented and the  
7 Linked Rule as it was implemented effective this  
8 May?

9 A. Well, as has been talked about, the Attorney  
10 General did not like, through our discussions with  
11 him, did not like the fact that a student who made a  
12 bona-fide move would still be subject to the Linked  
13 Rule.

14 So, in conversations with him, he  
15 indicated --

16 MR. SONNE: Objection. Hearsay, Your  
17 Honor.

18 THE WITNESS: If that were removed --

19 THE COURT: Just one second, sir.  
20 There's been an objection.

21 THE WITNESS: I'm sorry.

22 THE COURT: And Counsel is correct. It  
23 does call for hearsay; however, both parties have  
24 already interjected things the Attorney General  
25 said. So the Court's going to overrule that

1 objection.

2 You can answer the question.

3 THE WITNESS: Okay. In conversations  
4 with the Attorney General, he felt like that if that  
5 piece of the rule was removed, he would be okay with  
6 it and would authorize it, and did so. And so,  
7 we -- we took that piece out. We sent it back out  
8 to a vote of the membership, and it passed with a  
9 higher percentage.

10 Q. (By Ms. Hughes) Okay. And do you recall what  
11 percentage it passed by the second time?

12 A. It was -- I believe it was about 94 percent.

13 Q. Okay. How many -- how many students during  
14 this current school year have been found ineligible  
15 because of the Linked Rule?

16 A. Outside of this case, one.

17 Q. Okay. So this is -- this is -- and then more  
18 broadly, how many transfer requests has the OSSAA  
19 had to look at and approve for this current school  
20 year up till now?

21 A. For this current school year, we're at right  
22 about 949, with -- when I last looked, here  
23 recently, 949. And we had approved 908 of them.

24 Q. Did you hear Ms. Whitten's opening remarks in  
25 the courtroom today, Mr. Jackson?

1 A. Yes.

2 Q. And she mentioned the fact that the OSSAA  
3 charges certain fees to member schools for athletic  
4 activities?

5 A. Yes.

6 Q. Can you explain to the Court what those fees  
7 are and why they are charged?

8 A. The only fees we charge the school is what we  
9 call a "participation fee," where a school would pay  
10 an amount for each activity that they would  
11 participate in. For instance, they may pay \$75 for  
12 the basketball team.

13 Q. Okay. And in a number of years has the OSSAA,  
14 in fact, waived those fees for members schools?

15 A. There's been a number of times that the OSSAA  
16 have -- there's been times where we've waived the  
17 fee completely. There's been times where we've just  
18 requested half of what's usually required.

19 Q. Is it fair to say the OSSAA doesn't ask for  
20 more fees than they need in order to run the  
21 activities -- the athletic activities that they  
22 govern?

23 A. No. Those fees are used to pay for the playoff  
24 contests that we run, which we can incur a lot of  
25 fees in doing so.

1 Q. And if a member school hosts a playoff game or  
2 playoff activities, does the OSSAA have to pay the  
3 member school in order to do that?

4 A. We do. We pay -- we pay the expenses of the  
5 whole school.

6 Q. And she also mentioned that -- I think she made  
7 a reference to what I would refer to as gate fees.  
8 When students go to certain games, there might be a  
9 \$10 charge and the OSSAA takes a portion of that,  
10 and the school keeps a portion of that; is that  
11 correct?

12 A. That's only true for playoff contests. Regular  
13 season contests at any school, that's left to the  
14 schools. We charge a gate fee for the playoffs.  
15 And those fees, again, go to pay for that venue and  
16 all the other costs that go with hosting a playoff  
17 contest.

18 Q. Do you expect your member schools to be aware  
19 of the OSSAA rules?

20 A. We do. We expect all our administrators to be  
21 informed on what the rules are.

22 Q. Okay. Does that include superintendents like  
23 Mr. Reeves?

24 A. That's correct.

25 Q. And why is that important?

1 A. Well, the member schools are the -- they are  
2 the conduit between us and the students, the  
3 families. We rely on them to know the rules so that  
4 they can make sure that the students remain  
5 eligible, and that's what we want.

6 Q. Do you also expect their coaches to know the  
7 OSSAA rules?

8 A. We do. And it's why we do many workshops  
9 throughout the year to help them do that.

10 Q. Did you hear Mr. Reeves and Coach Schubert  
11 testify in this courtroom earlier today that they  
12 really hadn't read the rules? They weren't familiar  
13 with the OSSAA rules.

14 A. I did.

15 Q. Does that cause you concern?

16 A. It does. It does. Again, our expectation is  
17 that our administrators and our coaches do know the  
18 rules.

19 Q. Do you think that that might be part of the  
20 reason we're sitting here today, Mr. Jackson?

21 A. I think it is. It is.

22 Q. So can you tell me -- I want to go back to the  
23 Linked Rule for a minute. Which prong of the Linked  
24 Rule did OSSAA determine these kids violated?

25 A. The one that does not allow a student -- a

1 coach to -- who has coached or given instruction to  
2 a student to transfer to that school before that  
3 student is a member of that school.

4 Q. And based on the testimony you've heard today  
5 from one of the student's, parents of the students,  
6 even Mr. Reeves, has anything changed OSSAA's mind  
7 about whether or not a Linked Rule violation  
8 occurred when these students played in the team camp  
9 on May 29th and 30th?

10 A. Nothing's changed, no.

11 Q. Counsel asked you a question about your  
12 initial -- some of the OSSAA's initial report back  
13 to Glencoe about their findings in this  
14 investigation. And it mentioned in that that the  
15 students were linked and that the OSSAA was  
16 concerned there had been Rule 9 violation.

17 Do you recall that?

18 A. Yes. Yes.

19 Q. Why did OSSAA initially think that there might  
20 be a Rule 9, which is a recruiting violation,  
21 here?

22 A. Right. Again, because we had received  
23 information from various people that things had  
24 occurred that would lead us to believe we have a  
25 Rule 9 violation.

1 Q. And was some of that information some of the  
2 items on our timeline that we looked at today?

3 A. Yes. Yes.

4 Q. And, ultimately, why did you back off of the  
5 Rule 9 violation?

6 A. Well, as was mentioned, when we found out we  
7 had a Linked Rule violation. That's something we  
8 had concrete evidence of.

9 Q. And with the rule -- the Linked Rule violation,  
10 you don't need to reach whether or not there's a  
11 recruiting issue; correct?

12 A. That's correct.

13 Q. Okay. Have you ran into any trouble in your  
14 investigation, Mr. Jackson, of schools,  
15 administrators that initially came forward with  
16 information, not wanting to provide further  
17 information because there have been threats to them  
18 that they would be sued?

19 A. We have.

20 MR. SONNE: Objection, Your Honor. The  
21 witness has clearly testified he's not seeking a  
22 Rule 9 violation. So I don't know why any questions  
23 about Rule 9 are even relevant anymore.

24 Q. (By Ms. Hughes) But he testified that they're  
25 not seeking a Rule 9 violation at this time based on

1 the information you have today; is that correct?

2 A. Correct.

3 THE COURT: Objection's sustained.

4 MS. HUGHES: Okay.

5 Q. (By Ms. Hughes) Last question. I just want to  
6 be clear for the record. If these students had  
7 applied in the transfer portal before they  
8 participated in a team summer camp at Glencoe, would  
9 there have been a finding that they had violated the  
10 Linked Rule?

11 A. No.

12 Q. And so is that really the missing piece here,  
13 Mr. Jackson, was that there was no formal  
14 application to transfer to Glencoe?

15 A. That's correct. That's correct.

16 MR. HUGHES: No further questions at this  
17 time.

18 THE COURT: You may proceed, Counsel.

19 MR. SONNE: Thank you, Your Honor.

20 **REDIRECT EXAMINATION**

21 **BY MR. SONNE:**

22 Q. Mr. Jackson, you were just asked this, I guess,  
23 million-dollar-question. You're not testifying  
24 under oath that if they had entered the transfer  
25 portal on June 1st, then we wouldn't be here? If

1 the team camp happened after the transfer portal;  
2 correct?

3 A. Correct.

4 MR. SONNE: May I approach, Your Honor?

5 THE COURT: You may.

6 Q. (By Mr. Sonne) I'd like you to read section 11  
7 of your own policy around team camps and tell me  
8 where, when the question is asked, can a student  
9 who's not enrolled in our school participate, tell  
10 me where in that answer it says anything about  
11 initiating of the transfer portal, in paragraph 11.

12 A. It doesn't.

13 Q. It doesn't say it in your own policy, does  
14 it?

15 A. No.

16 Q. Okay. I'll take it back from you. So you  
17 don't have a rule that says pre-enrollment equals  
18 entering the transfer portal; correct?

19 A. Correct.

20 Q. You don't have it in your team camp rule that  
21 when it says, a student must of at least  
22 pre-enrolled, you don't have it in your policy that  
23 they have to enter the transfer portal?

24 A. That's correct.

25 Q. You never sent anything to Glencoe Public

1 Schools saying they had to have entered the transfer  
2 portal in order to be pre-enrolled --

3 A. No.

4 Q. -- under OSSAA policy; correct?

5 A. Correct.

6 Q. And in your own brief, filed by your lawyers,  
7 you say the OSSAA -- on page 13 Your Honor -- quote,  
8 "While OSSAA does not maintain any rules regarding  
9 unenrollment or pre-enrollment." That's in your  
10 counsels' own brief.

11 Do you understand that?

12 A. Yes.

13 Q. And now you're testifying today that initiating  
14 the transfer portal is necessary for pre-enrollment  
15 under your policy; correct?

16 A. Yes.

17 Q. Okay. You expect Mr. Reeves and those at  
18 Glencoe to be mindreaders, don't you?

19 A. No.

20 Q. Because it's not in your policy, and it was  
21 never communicated to them; right?

22 MR. SONNE: So, Your Honor, okay --

23 Q. (By Mr. Sonne) Last question. You keep  
24 talking about this -- well, we talked about the  
25 pre-enrollment. You were notified directly by the

1 athletic director on July 9th, from Tony Holt,  
2 saying that although they were not officially  
3 enrolled yet, all six had contacted the  
4 superintendent prior to participating in any of  
5 these activities.

6           You were aware that they had contacted,  
7 at least the superintendent and you were aware that  
8 the superintendent had approved them coming to  
9 Glencoe, said that they had -- was room, and that  
10 they would accept them prior to participating in the  
11 team camp; correct?

12 A. We were made aware of that.

13 Q. Right. And your testimony is today is, because  
14 you didn't have a written letter from the school  
15 confirming pre-enrollment, it didn't satisfy the  
16 team camp pre-enrollment requirement outlined in  
17 your policy; correct?

18 A. We've never taken anything verbal.

19 Q. Okay. And again, you don't have any policies  
20 about pre-enrollment. So, that's just your  
21 testimony and your opinion; correct?

22 A. Yes.

23           MR. SONNE: So we'd offer as an offer of  
24 proof, Your Honor, a letter from the superintendent  
25 that we'll prepare -- this is the first time we're

1 learning that a pre-enrollment confirmation letter  
2 is required. We'll provide that on Monday morning,  
3 that at the time that they participated in the team  
4 camp, they were pre-enrolled at Glencoe Public  
5 Schools.

6 Q. (By Mr. Sonne) Does that -- would that satisfy  
7 your concern with the Rule 24 violation?

8 A. No, not if -- if this was done after the fact,  
9 no.

10 Q. No. The letter would say that as of the time  
11 they did that team camp they were pre-enrolled  
12 according to Glencoe. That wouldn't satisfy you?

13 A. That would not.

14 Q. It would not? Nothing is going to satisfy you  
15 in this case, is it, sir?

16 A. (No audible response.)

17 Q. Is it?

18 A. Yeah, there would be.

19 MR. SONNE: No further questions.

20 THE COURT: Any follow-up, Counsel?

21 MS. HUGHES: Yes, just one question.

22 **RE-CROSS-EXAMINATION**

23 **BY MS. HUGHES:**

24 Q. And I can hand you this, Mr. Jackson, so you  
25 can have the document in front of you. But Counsel,

1 just asked you about Tony Holt's July 9th email?

2 A. Okay.

3 Q. And he told you Mr. Holt told you that these  
4 six had contacted Jay Reeves, Glencoe superintendent  
5 prior to participating in any of these activities?

6 A. Correct.

7 Q. Correct? And I'm going to hand you this  
8 letter, and I want you to look at that paragraph and  
9 tell me, does it say anywhere in there that  
10 Mr. Reeves said the students were pre-enrolled? Or  
11 does it just say the students contacted him prior to  
12 participating?

13 A. Okay. (Witness looks over paperwork.) No,  
14 nothing that says anything about being pre-enrolled.

15 Q. And I asked you earlier that if you had been  
16 told by Mr. Reeves, prior to this hearing, that  
17 these students were pre-enrolled, is that correct?  
18 That you had not been told that?

19 A. That's correct.

20 Q. Okay.

21 MS. HUGHES: No further questions.

22 MS. WHITTEN: Your Honor, at this point,  
23 Plaintiffs rest their case.

24 THE COURT: May this witness step down?

25 MS. WHITTEN: Yes, Your Honor.

1 THE COURT: Mr. Jackson, you can step  
2 down at this time.

3 For the record, the Plaintiff rests their  
4 case for purposes of the proceedings today.

5 Does the Defendant have any other  
6 witnesses at this time?

7 MS. HUGHES: Your Honor, we do not. We  
8 were going to call Mr. Jackson, but we accomplished  
9 his direct through our cross-examination of him. So  
10 we do not intend to call any further witnesses  
11 today.

12 THE COURT: Does the Defendant rest its  
13 case for purposes of the proceeding today?

14 MS. HUGHES: For purposes of today's  
15 proceedings, yes, Your Honor.

16 MR. SONNE: Your Honor, can we just  
17 make -- I just want to, for the record, make an  
18 offer of proof that we want to supplement the record  
19 with the pre-enrollment confirmation from the  
20 superintendent get that to the Court on Monday  
21 morning.

22 THE COURT: The Plaintiff is permitted to  
23 include in the record a letter, if the  
24 superintendent is prepared to write a letter,  
25 indicating the pre-enrollment of the students. I'm

1 not saying that's going to be dispositive to the  
2 Court, but you may supplement the record with that.

3 MS. WHITTEN: Thank you, Your Honor.

4 If I may might make a brief closing, if I  
5 heard them correctly.

6 THE COURT: Yeah. I'm going to give both  
7 parties the opportunity. Plaintiff may proceed.  
8 The Plaintiff is the moving party and does bear the  
9 burden of proof in this matter. Plaintiff may be  
10 heard.

11 MS. WHITTEN: Your Honor, very briefly.

12 In closing, I believe David Jackson said  
13 it best, nothing will satisfy him in this case, and  
14 nothing will satisfy the OSSAA.

15 We respectfully request that the Court  
16 enter an order granting a temporary, and if we have  
17 met the burden for a permanent, injunction that  
18 enjoins the OSSAA from declaring Plaintiffs  
19 ineligible for participation in basketball for the  
20 2025-2026 school year at Glencoe, under Rule 24 and  
21 Rule 9; enjoining the OSSAA from levying any  
22 penalties, sanctions, or other punishments against  
23 Glencoe Public Schools for following this Court's  
24 order, and also granting Plaintiffs costs and  
25 attorneys' fees, and for such other relief which the

1 Court may be entitled to under law.

2 I submit to you, Your Honor, that this is  
3 just a small public school trying to survive.

4 Coach Schubert has been irreparably  
5 damaged, as you heard him say himself. He's been  
6 removed from other school schedules. He has been  
7 accosted at public businesses. He has had  
8 relationships ended because of this case.

9 These boys have lost sleep. They face  
10 scrutiny from adult strangers. They have their  
11 education impacted. They've missed games. They've  
12 missed school dates.

13 The parents have taken off work countless  
14 hours and days of work. They are losing sleep.

15 The Plaintiffs are deeply and irreparably  
16 damaged and cannot be made whole from money damages  
17 alone.

18 Rule 24 violates the open transfer law as  
19 stated by the AG. I believe that the AG said it  
20 himself, Rule 24 appears to solve a non-existent  
21 problem with unreasonable and incongruous force.  
22 It's application will prevent otherwise eligible  
23 students from transferring schools, as is their  
24 right to under school law.

25 I present to you, Your Honor, that that

1 issue still exists today. The way that they are  
2 implementing Rule 24 and Rule 9 is arbitrary and  
3 capricious, and they implement those rules in an  
4 arbitrary and capricious manner.

5 We have presented evidence that the  
6 OSSAA's own investigator was confused about Rule 24;  
7 that the OSSAA's own director has admitted under  
8 oath that there is no written rule requiring  
9 something in writing on pre-enrollment and that  
10 pre-enrollment can suffice for attendants at a  
11 summer camp before the portal opens on June 1st.

12 The issues the AG is concerned about have  
13 not been resolved, as shown by OSSAA's conduct. And  
14 Glencoe, Coach Schubert, and these minors and their  
15 parents will not be made whole without your  
16 intervention.

17 Thank you, Your Honor, for your time.  
18 And I think very, very briefly Blake Sonne wanted to  
19 say something in closing.

20 THE COURT: You may.

21 MR. SONNE: Sorry, Your Honor. Judge  
22 Burrage wanted to but he had a prior -- he had to  
23 leave. And I'm certainly not trying to step in the  
24 shoes of Judge Burrage, so I'll say very quickly,  
25 Your Honor, he wanted me to point out a couple of

1 things.

2 One: In the AG's letter, this argument  
3 that that's -- we don't have a subsequent written  
4 opinion from the AG. So we have the AG's letter.  
5 The only thing addressed in this vote is the last  
6 paragraph where the AG says, Rule 24's most  
7 egregious provision is about the bona-fide move.

8 He completely destroys Rule 24 in the  
9 eight previous paragraphs of why it is problematic  
10 and violates the open transfer rule.

11 It's clear today that they don't want to  
12 find a solution to find these kids eligible, because  
13 it's very simple. They don't have a policy on  
14 pre-enrollment, and their own policies recognize the  
15 difference between pre-enrolled students and  
16 enrolled students. They have policies that say you  
17 can't pre-enroll and enroll during the summer, and  
18 can't participate in the dead period.

19 They have policies that say pre-enrolled  
20 and enrolled can participate in the team camp.

21 They have evidence, and they knew, as  
22 Mr. Jackson admitted in that letter -- what's so  
23 frustrating about this letter that they just tried  
24 to get Mr. Jackson to read, from opposing counsel,  
25 do you know what it says in the last paragraph?

1           Mr. Reeves was on vacation when they sent  
2 the letter, so Mr. Holt -- they didn't have you read  
3 this sentence. Mr. Reeves -- I'm not speaking for  
4 Mr. Reeves. He can probably shed more light on  
5 these, or any other questions you may have. He  
6 returns from his vacation on Thursday or Friday.

7           Where did they ever say: Hey, if they're  
8 pre-enrolled, they were fine at the team camp?  
9 Mr. Reeves just said they were approved, and he did  
10 say they were pre-enrolled. He did testify to that.

11           And every school decides if they are  
12 pre-enrolled. There's no rule on it. And that's  
13 why they can participate in team camps. Otherwise,  
14 no transfer student, at all, would be able to  
15 participate in a summer camp.

16           And for them to get up here now today,  
17 this very day, in September, and say you can only  
18 participate in a team camp if you've entered the  
19 transfer portal -- why are they sanctioning team  
20 camps before June 1st? This happens all over the  
21 State. And it's not -- why do they not put that in  
22 their rule? Why have they not updated their  
23 policies for this new statute that's been passed?

24           This is why this is so arbitrary and  
25 capricious. This is the prime example of why we

1 have TROs in place, to prevent this kind of picking  
2 and choosing, subjective beliefs, unwritten rules,  
3 as the Attorney General pointed out.

4 And I'll sit down after I read this  
5 again:

6 "Historically, OSSAA unfortunately  
7 possesses a lengthy history of taking  
8 arbitrary and capricious actions against  
9 member schools and student athletes. Rule  
10 24 invites this at the expense of student  
11 athletes."

12 The Court has numerous grounds to grant  
13 this TRO, and a permanent injunction. Those have  
14 both been met today, and we would ask the Court to  
15 do so. Thank you.

16 THE COURT: The Defendant may be heard by  
17 way of closing statements.

18 MS. HUGHES: Thank you, Your Honor.

19 So I want to be clear here. The OSSAA is  
20 following the Open Transfer Act that the Legislature  
21 enacted. And under that act, students are required  
22 to file an application to transfer before they can  
23 attend a school. That is something that was put in  
24 place by the Legislature.

25 That's important because that application

1 is what determines the order in which the school  
2 must accept students that apply. They have postured  
3 an idea of pre-enrollment to this Court today that  
4 it's -- there are no rules on pre-enrollment. It's  
5 what every school decides.

6 So you've got 482 member schools. You  
7 could have 482 different standards for what  
8 pre-enrollment is. Under their version of  
9 pre-enrollment.

10 You heard Ms. Garfield testify her son  
11 was pre-enrolled at Glencoe on May 5th and would  
12 have been a student there, eligible to participate  
13 in activities.

14 Well, at the same time on May 5th, he was  
15 a student at Perry. So was Mr. Garfield a student  
16 at two schools? Was he able to participate for the  
17 Perry basketball team as well as the Glencoe  
18 basketball team? Certainly not.

19 I began my remarks today with telling the  
20 Court that it's really just common sense that you  
21 can't attend -- you can't play athletics for a  
22 school that you're not attending, that you're not  
23 enrolled at. You pre-enroll -- you can't pre-enroll  
24 at a school before you've even applied to transfer  
25 to that school.

1 I understand now, after the fact,  
2 Mr. Reeves is going to write some pre-enrollment  
3 letter. And all it's going to say is that these  
4 students called me in the spring, and I told them  
5 that I would have room for them. And I considered  
6 that pre-enrolling them at my school.

7 Well, don't forget, Judge, he sat here on  
8 the stand today and testified, under oath, that his  
9 school doesn't have any pre-enrollment processes.  
10 So I guess this is a pre-enrollment process they've  
11 decided, throughout this hearing today, that they're  
12 going to invent that somehow could make these kids  
13 eligible.

14 I want to be clear. The OSSAA does not  
15 enjoy finding that students are ineligible. The  
16 vast majority of students that transfer and submit  
17 requests are found eligible. This year alone over  
18 96 of those requests have resulted in eligibility.  
19 But for this Linked Rule violation, these students  
20 would be eligible to play basketball at Glencoe.  
21 They still can play basketball at Glencoe. They  
22 just can't play varsity basketball.

23 And I would just submit to this Court  
24 that that is certainly not irreparable harm. If  
25 that's true, every time a school holds a varsity

1 try-out and tells a student they've got to go play  
2 JV, they are putting irreparable harm on their  
3 students. And I don't think anyone would agree with  
4 that.

5           The Plaintiffs have a hefty burden here  
6 today. And I want to just briefly talk about why I  
7 think they have not met that burden. First, they  
8 have to show a likelihood to succeed on the merits.

9           As I told you in my opening remarks, and  
10 I'll point out to you again. Here, what you haven't  
11 heard today is that there's any dispute about  
12 whether these students, all four of them,  
13 participated in the Glencoe team camp on May 29th  
14 and 30th.

15           It is also undisputed by all parties  
16 that, at that time, none of these students had  
17 applied to transfer to the Glencoe School District.  
18 That's really it, Judge. Those are really the two  
19 operative facts.

20           If you look at the four corners of the  
21 Linked Rule, that is a textbook violation of prong  
22 3. Under those facts, Plaintiffs are not likely to  
23 succeed on the merits, and their request for a  
24 temporary, and certainly a permanent injunction,  
25 should be denied.

1                   Second, they've not shown that these  
2 Plaintiffs have suffered irreparable harm. As I  
3 told you at the beginning, playing high school  
4 athletics is important. Students enjoy it. It is a  
5 privilege. The Tenth Circuit, as well as our own  
6 Oklahoma courts, have all universally held that it's  
7 a privilege. It's not a right. These students have  
8 not been denied any rights.

9                   These students are playing sports at  
10 Glencoe. Several of them are playing baseball in  
11 the fall. So they are going to play baseball in the  
12 spring. Some of them may do track. They can play  
13 junior varsity basketball. They are getting to play  
14 sports.

15                   They haven't been denied their right to  
16 choose -- or attend the school of their choice.  
17 They apparently wanted to come play at Glencoe -- or  
18 go to school at Glencoe, and they're all enrolled  
19 now and attending school at Glencoe.

20                   This dispute is precisely -- that we're  
21 here on today is precisely why the Link Rule was  
22 enacted by the membership. This rule passed by a  
23 super majority, 94 percent of the schools voted to  
24 reinstate the Linked Rule. And one of those schools  
25 was Glencoe.

1           I want to talk for a moment about the  
2 Attorney General, because there's been a lot of  
3 discussion and a lot of reading from his letter that  
4 he sent in September. And what we heard here today,  
5 and you can see in Mr. Jackson's affidavit, is that  
6 the AG did have concerns about the Linked Rule when  
7 it was first put into place.

8           And Mr. Jackson met with the Attorney  
9 General and discussed those concerns with him. And  
10 what came out of that meeting was he was concerned  
11 about there not being an exception for a bona-fide  
12 move, that if a student actually moved into the  
13 school district but linked, they still couldn't  
14 play.

15           Do you think for one -- that letter that  
16 the Attorney General sent in September was a cease  
17 and desist letter. And the OSSAA immediately  
18 complied. They stopped all enforcement of the  
19 Linked Rule.

20           Do you think if for one minute that the  
21 Attorney General had not given his blessing and that  
22 the OSSAA had reinstated this rule in violation of  
23 his cease and desist letter, that we wouldn't have  
24 heard from the Attorney General on this? I'm  
25 confident that we would have.

1           The truth is, out of those meetings and  
2 with the removal of the bona-fide move piece, the  
3 Attorney General was fine with reinstating the  
4 Linked Rule if that's what the member schools  
5 wanted, and it was. It is what the member schools  
6 wanted.

7           Finally, you have to look at whether or  
8 not the Plaintiffs have balanced equities and  
9 whether or not entering an injunction in this case  
10 would serve the public interest. It would not.

11           What they're asking you to do, Judge, is  
12 rule that every school can have their own definition  
13 of pre-enrollment. It doesn't require you to have  
14 even instituted an -- or initiated an application to  
15 transfer. You can make up whatever pre-enrollment  
16 process you want so that you can have whatever  
17 students you want come participate in team camps or  
18 summer activities, or other athletic events.

19           That's not a good result. You can't have  
20 students playing sports for more than one school.  
21 You can't have students playing sports for a school  
22 they don't even attend. Schools get inquiries all  
23 the time about whether or not they might transfer to  
24 that school. Is there going to be room for my kid  
25 if he decides he wants to go there? Kids change

1 their mind all the time.

2 Mr. Reeves even testified about an  
3 instance today where he had an inquiry from a  
4 student who, not part of this proceeding, but wanted  
5 to come and maybe go to Glencoe, wanted to play in  
6 summer camps, and changed their mind and didn't end  
7 up coming there. That's why we have the Linked  
8 Rule.

9 With these transfers, Glencoe has gained  
10 a five-man starting lineup basketball team. There  
11 are players on the Glencoe team that may not play  
12 this year or will certainly see less playing time  
13 because these students transferred in because they  
14 were linked to Coach Schubert.

15 So enforcing the Linked Rule doesn't just  
16 impact these students. It impacts the other  
17 students that attend Glencoe. It impacts the  
18 students that attend the schools that Glencoe plays.  
19 So the interest does not just lie with them.

20 I think it's pretty clear, Your Honor,  
21 based on all the evidence that you've heard today,  
22 that these students did, in fact, violate the Linked  
23 Rule.

24 And maybe what was most concerning to me  
25 that I heard today was that neither the

1 Superintendent nor the coach at Glencoe have  
2 bothered to even read the rules of the OSSAA. And  
3 had they read those rules, they might have advised  
4 their students differently and we wouldn't be  
5 sitting here today.

6 Thank you, Your Honor.

7 THE COURT: Thank you, Counsel.

8 Since the Plaintiff does have the burden,  
9 I'll give the opportunity, if they desire, to make a  
10 rebuttal closing. They don't have to.

11 MS. WHITTEN: Yes, Your Honor. I just --  
12 very, very briefly. I do believe --

13 THE COURT: I would ask you, Counsel, to  
14 address the issue, the proposition being made by the  
15 Defendant that it's important to them that the  
16 juveniles did not access the transfer portal prior  
17 to engaging in the camps over the summer.

18 Is that -- does the Plaintiff believe  
19 that's relevant? And if not relevant, why does  
20 Plaintiff believe that's not relevant?

21 MS. WHITTEN: I do not believe that's  
22 relevant because the OSSAA allows a team camp to  
23 occur before the very first day that the portal  
24 opens; right? And that's within their control.

25 My kids and my school don't control when

1 these team camps are put on. They just want to play  
2 like all the other public schools do.

3           And there's no written guidance on this  
4 pre-enrollment. They literally put out a guidance  
5 to schools that says, hey, as long as you  
6 pre-enroll, you can participate in team camps before  
7 entering the transfer portal.

8           What they don't do is provide any written  
9 guidance on what pre-enrollment means.

10           So she's just said that it was so  
11 concerning to her that the coach and the  
12 superintendent didn't read the rules. They were  
13 calling the OSSAA directly to ensure that they  
14 weren't violating them. They were listening to the  
15 OSSAA's own employees that they were not violating  
16 these rules. They were following the OSSAA's  
17 guidance in this case.

18           And yet they're still here, Your Honor.  
19 They had to hire us, beg us for help. And then we  
20 have to be here and beg you for help, Your Honor,  
21 just to resolve this.

22           So, I, one, submit to you that that is  
23 rank speculation that other students at Glencoe are  
24 upset about these students being here. I will  
25 provide the Court with affidavits about the other

1 kids being excited that these new kids are joining  
2 the team. So that is rank speculation on behalf of  
3 the OSSAA.

4 I also submit to you, Your Honor, that  
5 the OSSAA doesn't even necessarily understand their  
6 own rules, because Counsel filed a brief less than  
7 24 hours ago that said that there's no written  
8 guidance on pre-enrollment, and then they attached  
9 an exhibit, Exhibit 9 which says pre-enrollment  
10 provides guidance.

11 So, Your Honor, they are confused about  
12 their own rules. Their brief quite literally says  
13 there is no written guidance on pre-enrollment and  
14 attaches written guidance on pre-enrollment. If  
15 that's not the definition of arbitrary and  
16 capricious, then I certainly do not know what those  
17 words mean.

18 And if there's any other questions that  
19 you'd like for us to flesh out to you, Your Honor,  
20 we would be happy to address.

21 MR. SONNE: I just want to point out,  
22 Your Honor, that's my whole line of questioning, is  
23 they're arguing about the transfer portal, and yet  
24 nowhere in their policy does it say that. Where is  
25 the requirement that they have to participate in a

1 team camp only after entering into the transfer  
2 portal? All it says is pre-enrollment. They don't  
3 have definitions of what that means. They don't  
4 have requirements of what means.

5 And I think our superintendent says, yes,  
6 we -- according to what we do, yeah, they were. And  
7 that you have to just file the paperwork, process  
8 it, and you'll be become officially enrolled the  
9 first day of school.

10 But that's why they allow participation  
11 of pre-enrollment students and enrolled students.  
12 That's the whole point. And when they say things  
13 like we don't read their rules and they don't have  
14 the rules. They don't have requirements in the  
15 rules, that's a problem.

16 So I didn't mean to interrupt.

17 MS. WHITTEN: No, you're fine.

18 There's also been a lot the of talk about  
19 the Open Transfer Act having a requirement that they  
20 fill out a written document, but nowhere in the Open  
21 Transfer Act does it say that if you do not file a  
22 written document, you will lose eligibility. So  
23 that doesn't speak to legislative intent on that  
24 front, humbly, Your Honor.

25 And if you have any other questions on

1 that front, we'd be happy to address them. But we  
2 believe that we have put on sufficient evidence that  
3 their process, under Rule 24 and Rule 9, is  
4 arbitrary and capricious, especially as has been  
5 applied to these four minors, this coach, and this  
6 school district.

7           They are irreparably harmed. Damages  
8 will not make them whole without your intervention.  
9 And we beg and plead that you protect these four  
10 minors and their ability to go to the school that  
11 their parents chose for them.

12           Thank you, Your Honor.

13           THE COURT: Thank you, Counsel.

14           A couple issues before I get into my  
15 ruling. The Plaintiffs in their closing ask for a  
16 ruling from the Court to make relating to Rule  
17 Number 9. I'm not going to do that. The testimony  
18 I heard from the Defendants today is they've  
19 abandoned any action under Rule 9, at least based on  
20 the information they have right now.

21           And so for the Court to issue any ruling  
22 as to Rule 9 would be premature. It would also be  
23 irrelevant, because again, the Defendants have,  
24 through the course of this hearing, represented, and  
25 through testimony of their witnesses, represented

1 that they are not acting under Rule 9.

2 The Defendants have, however, acted under  
3 Rule 24, the Linked Rule.

4 The Court understands there is great  
5 public policy concerns, and a case like this, I  
6 think, probably everybody in the courtroom has some  
7 strong personal feelings about the issues. The  
8 Court does as well. However, the Court must sit up  
9 here, put those matters aside and decide this matter  
10 based on the evidence presented and determine how  
11 that evidence applies to the laws of the State of  
12 Oklahoma, the policies of OSSAA, and determine how  
13 the facts, as presented are applicable, or not  
14 applicable, to those two things.

15 The Court will say: This Court has had  
16 the privilege, sometimes the burden, of presiding  
17 over juvenile matters in this district as a judge  
18 now for seven years; as an assistant district  
19 attorney for 17 years; as a private practicing  
20 defense attorney for almost eight years. And in  
21 every one of those three areas of practice, I was  
22 heavily involved in juvenile legal issues.

23 Sometimes they involved, unfortunately,  
24 juveniles who had taken the wrong turn in life, had  
25 committed delinquent acts and had to become subject

1 to the legal system in that fashion.

2 Also, in other unfortunate incidences in  
3 which juveniles were abused or neglected by those  
4 who have a duty to love and nurture them, and those  
5 juveniles would come into the Court.

6 So this Court obviously has some strong  
7 feelings about juveniles, their rights. This Court  
8 is a strong believer that academic endeavors, for  
9 all of us, but particularly for juveniles who are at  
10 the height of their physical prowess, that athletic  
11 endeavors are very important to juveniles.

12 There's a lot of lessons that can be  
13 learned from the participation in academic, or  
14 excuse me, athletic endeavors, as well as academic  
15 endeavors.

16 But the rigors that come with the  
17 athletic participation in teams, school teams, carry  
18 with that valuable lessons for the youth of our  
19 society. It teaches them the values of hard work.  
20 It teaches them the values of physical fitness. It  
21 teaches them the values of teamwork. It teaches  
22 them the values of how to be victorious in a good,  
23 meaningful way. And also to accept defeat in a  
24 good, meaningful way.

25 It teaches our juveniles to hopefully

1 respect authority, to respect their coaches, respect  
2 the adult referees and umpires involved in these  
3 types of events.

4           The Plaintiff in their verified petition,  
5 they included at the very start of that petition a  
6 quote from former President John F. Kennedy. And  
7 I'd have to say that's probably one of the better  
8 quotes I've read relating to the meaning of  
9 athletics to the youth in society.

10           The Court agrees that our Nation's  
11 athletes have long personified the best values of  
12 democratic society, honesty, fair play, courage,  
13 teamwork, physical fitness, the standard of success  
14 based on ability. These values set the high  
15 standards for our Nation's youth.

16           They provide one of the best methods of  
17 combating the spread of juvenile delinquency. I've  
18 seen that in my career.

19           I don't know how many times I've had  
20 juvenile delinquents before me and I've encouraged  
21 them strongly to engage and participate in some sort  
22 of organized athletic event.

23           I do agree with counsel for the  
24 Defendant, the ability of a youth to participate in  
25 an athletic event is not necessarily a sacred right

1 protected in the United States or Oklahoma  
2 Constitution. I do agree with that proposition.

3 I disagree with the Defendant's analogy  
4 though that a juvenile student in a high school has  
5 the ability to try out for a varsity team. If they  
6 don't have the skills to make the varsity team and  
7 they are told by the school they are unable to  
8 participate in the varsity team but are instead --  
9 don't want to use the word demoted, but told to  
10 participate in the junior varsity team; that the  
11 argument the Defendant's making is that if that  
12 happens, that doesn't create irreparable harm.

13 And I agree with the Defendants that that  
14 doesn't create irreparable harm, but that's  
15 different than what's happening here. Here, the  
16 State of Oklahoma, through its agency, or through  
17 the administrative agency, OSSAA, is telling these  
18 young people that they can't participate in varsity  
19 basketball, at least at Glencoe, just based on their  
20 ruling alone.

21 That's different than a situation where a  
22 student tries out for a team and is unable to make  
23 the team. Those are entirely different  
24 circumstances.

25 Again, I'll stress regardless of all of

1 our thoughts, or the Court's personal thoughts,  
2 that's really not the issue, though. The issue is  
3 how the law should apply to the facts as they've  
4 been presented to this Court.

5 The Plaintiffs ask this Court to enter a  
6 temporary restraining order. They also ask for a  
7 permanent restraining order.

8 The Plaintiffs bear a strong burden of  
9 proof for the Court to enter such an order.

10 The Court, in entering such an order  
11 would be entering a drastic order. I would  
12 essentially be entering an order declaring null and  
13 void a decision made by the OSSAA, a decision they  
14 made after consideration, after an investigation,  
15 after their own administrative hearing that  
16 apparently took place in August, in which the  
17 Plaintiffs were able to attend.

18 And so the Court doesn't take lightly the  
19 request of the Plaintiffs to enter any sort of  
20 restraining order.

21 The burden of proof is on the Plaintiffs  
22 to establish by clear and convincing evidence that  
23 they have met the grounds for the Court to entertain  
24 such an order.

25 Specifically, the Plaintiffs must

1 demonstrate to this Court by clear and convincing  
2 evidence that there is a likelihood that they will  
3 have success on the merits of this action, number  
4 one.

5           Number two, that they would suffer  
6 irreparable harm should their request for an  
7 injunction be denied.

8           Three, they must show that in evaluating  
9 a relative effect on the interested parties. Or to  
10 put that another way, whether the Plaintiffs' injury  
11 would outweigh any injury the Defendant would suffer  
12 if the injunction were denied. The Court's to  
13 balance that factor.

14           And then, fourth, and finally fourth, the  
15 Court must evaluate the public interest, whether  
16 that weighs in favor of the injunction being granted  
17 or weighs in favor of the injunction not being  
18 granted. The Court must consider all of those  
19 factors.

20           The Court must also scrutinize Rule 24.  
21 That's the Linked Rule. I must determine, one,  
22 whether the rule, on its face, is an arbitrary and  
23 capricious rule. If I was to find that, that would  
24 certainly weigh in favor of the Plaintiffs.

25           The Court must also determine if perhaps

1 Rule 24, while not necessarily arbitrary and  
2 capricious us on its face, whether its application  
3 to the Plaintiffs in this case, under the facts  
4 presented, whether that application was done in an  
5 arbitrary and capricious manner.

6 And so the Court must consider Rule 24 in  
7 both of those respects.

8 This Court's received testimony during  
9 this hearing from a number of witnesses. I  
10 specifically received testimony from Jay Reeves.  
11 He's the superintendent of the Glencoe Public  
12 Schools. He came in here. He had met with every  
13 single one of the juvenile parties, as well as their  
14 parents, had met with them prior to any of this  
15 going on.

16 Had related to the juveniles and their  
17 families that there was room within the Glencoe  
18 Public Schools for these juveniles to attend, and  
19 had relayed to the juveniles, and to their parents,  
20 that at least from his perspective, they were  
21 pre-enrolled for the 2025-2026 academic year.

22 There's been no evidence to contradict  
23 Jay Reeves' testimony. And I believe his testimony.  
24 He was under oath. I observed his demeanor. He  
25 appeared truthful to me.

1           This Court finds, based on his testimony,  
2 that he did, in fact, have personal contact with  
3 every one of these families, told these families  
4 they were welcome to attend. And at least in his  
5 perspective, they were pre-enrolled in the Glencoe  
6 Public Schools.

7           This Court must be mindful. We're  
8 dealing with juveniles here, who are being given  
9 advice and guidance by their parents, those who are  
10 legally obligated to love and care for them. These  
11 juveniles and their parents came to the conclusion  
12 that they would best be served by attending school  
13 at the Glencoe Public Schools, and that they desired  
14 to pursue their athletic endeavors at the Glencoe  
15 Public Schools.

16           This Court does understand the basis  
17 behind the Link Rule.

18           I will say the testimony of Mr. David  
19 Jackson, who -- I'll just say, on Mr. Jackson's  
20 behalf, he may agree or disagree, he's got a very  
21 difficult job. To be the director of OSSAA, I can  
22 imagine is a very difficult job. There's a lot of  
23 public policy concerns there. And I do understand  
24 the rationale behind there being a Link Rule.

25           Additionally, whether I understand it or

1 not, apparently a great number of the member schools  
2 have voted in favor of there being a Link Rule.

3 My understanding of the Link Rule is that  
4 essentially if a student athlete has a pre-existing  
5 relationship with a coach, and the student athlete  
6 then transfers to the school or follows the coach to  
7 that school for that reason alone, then there's  
8 perhaps a violation of the Link Rule.

9 This Court didn't detect any evidence  
10 that any of the parties are acting in bad faith  
11 here. It appears to the Court that OSSAA, at least  
12 in their mind, believes there is a violation of the  
13 Link Rule. They believe they have a duty to act  
14 according to their mandate when there's been a  
15 violation of that rule.

16 This Court's going to make the following  
17 findings at this time, however: The Court finds  
18 that the Link Rule, Rule 24, as it's been applied to  
19 the Plaintiffs in this case, under the evidence  
20 presented to this Court, has been applied in an  
21 arbitrary and capricious manner.

22 These Plaintiffs and their families took  
23 every step they were reasonably expected to do to  
24 try to comply with the rules. They went and they  
25 talked to the superintendent of the Glencoe Public

1 Schools. They talked to him prior to participating  
2 in or being present at any sponsored event during  
3 the summer.

4 They only attended those events after  
5 being told by Mr. Reeves that they were welcome to  
6 attend the school that, at least from his  
7 perspective, they were pre-enrolled in the school.

8 They can't officially enroll until school  
9 starts. That's by the State's own guidelines. What  
10 are they to do? On the one hand, they can't enroll  
11 until school starts. On the other hand, the  
12 Defendant would have the Court punish them because  
13 they're not enrolled, even though they can't enroll  
14 until school starts.

15 They did everything they could to follow  
16 the rules and be pre-enrolled in the school. They  
17 were told by the superintendent they were  
18 pre-enrolled in the school.

19 The Court finds, at least based on the  
20 evidence I've heard, absolutely no misconduct by  
21 Coach Garrett Schubert. This man appears to be a  
22 loving man that volunteers time to help students, to  
23 coach students. He's even stepped above the call of  
24 duty and acted as pseudo parent, foster parent, to  
25 some of these students.

1           Mr. Schubert tried to follow the rules.  
2 He had students that wanted to join the Glencoe  
3 Public Schools. A superintendent told him the  
4 students were welcome in the school. The  
5 superintendent told Coach Schubert they'd been  
6 pre-enrolled.

7           These individuals came to Coach Schubert.  
8 Their parents came to Coach Schubert. They wanted  
9 to play at Glencoe. Some of them because they had  
10 friends there. The majority of them because they  
11 had a dissatisfaction with the prior coach they'd  
12 played under.

13           Again, I don't see any bad faith here by  
14 OSSAA. But based on the evidence I've heard, how  
15 anybody could point a finger at Coach Garrett  
16 Schubert and say he's done anything wrong, done  
17 anything other than extend love to these children,  
18 to provide an environment in which they can achieve  
19 their athletic endeavors under his guidance, it just  
20 baffles me that anybody would point the finger at  
21 Coach Schubert and accuse him of doing anything  
22 wrong.

23           So again, this Court finds at this time  
24 that Rule 24, the Link Rule, as it's been applied to  
25 these specific facts -- I want to make clear, I'm

1 not making a blanket finding that I believe the rule  
2 in and of itself is arbitrary and capricious. But I  
3 am making a finding that as it's applied to the  
4 facts of this case, it's application is arbitrary  
5 and capricious.

6           The Court finds at this time by clear and  
7 convincing evidence that the Plaintiffs in this  
8 matter, again, the Plaintiffs being the juveniles  
9 and their parents, also Coach Schubert is a named  
10 Plaintiff, that there is -- has been demonstrated a  
11 likelihood that the Plaintiffs would succeed on the  
12 merits.

13           The Court finds that the Plaintiffs would  
14 be subject to irreparable harm if there's not some  
15 sort of temporary injunction issued.

16           If I don't issue a temporary injunction,  
17 then these minors are unable to play varsity  
18 basketball at Glencoe High School. I don't know if  
19 they're going to make the varsity team. I don't  
20 know if that's been determined. But they should at  
21 least have the opportunity to try out to see if they  
22 can meet -- I mean, these juveniles have done  
23 nothing wrong.

24           It is irreparable harm to strip a  
25 juvenile of the ability to try out for a varsity

1 athletic team. That is different, again, that's  
2 completely different than a juvenile trying out for  
3 the team and not having the athletic skills or  
4 abilities to make the varsity team.

5 That's not the same thing as the  
6 Government coming in and telling them they can't  
7 even try out.

8 This Court finds by clearing and  
9 convincing evidence these Plaintiffs would be  
10 subject to irreparable harm if there's not some sort  
11 of injunction entered instanter.

12 There are relative effects as to all  
13 interested parties.

14 Obviously, if the Court is to issue a  
15 temporary injunction, that does have an affect on  
16 the OSSAA. The OSSAA has guidelines. They have  
17 rules.

18 If the Court issues this injunction, that  
19 will have an affect on the OSSAA because it will  
20 render their application of the rule, at least in  
21 this case, as being null and void. So there are  
22 policy concerns for the OSSAA.

23 In this Court's mind, those policy  
24 concerns are far outweighed by the concerns of the  
25 Plaintiffs in this case.

1           Again, these Plaintiffs, through one  
2 decision, one agency of the Government, have been  
3 stripped of their ability to try out for the varsity  
4 basketball team at the Glencoe Public Schools, where  
5 their parents want them to go to school, where they  
6 want to go to school, where the school  
7 superintendent has told them they can attend,  
8 there's room, and they're pre-enrolled.

9           The Court finds all four factors are met  
10 by clear and convincing evidence.

11           The Court at this time issues a temporary  
12 restraining order enjoining and prohibiting the  
13 OSSAA from declaring these Plaintiffs ineligible to  
14 play varsity basketball at the Glencoe High School,  
15 provided they make the varsity team, for the  
16 2025-2026 school year.

17           The Court's not going to enter any other  
18 specific orders at this time. The only order I'm  
19 entering is that I am, again, entering a temporary  
20 restraining order.

21           That order will enjoin or prohibit OSSAA  
22 from declaring these Plaintiffs ineligible for  
23 basketball at the Glencoe Public Schools for the  
24 2025-2026 school year.

25           The Court's going to direct counsel for

1 the Plaintiffs to prepare a journal entry consistent  
2 with my rulings. I'm going to direct you to  
3 prepare, also with that order, a signature line for  
4 all counsel to approve as to form. I realize the  
5 Defendants aren't going to necessarily agree with  
6 this order, and they have remedies they make seek to  
7 pursue as well through the appellant courts.

8 But the Court will require both parties  
9 to sign the order as to form, provided the order is  
10 consistent with my rulings today.

11 I believe the Plaintiffs had also made  
12 another request that the Court issue some sort of  
13 discovery order or some sort of timeline for  
14 discovery. I'm not going to enter that order right  
15 now. I'm going to leave that to the attorneys to  
16 get together and see if they can pursue some sort of  
17 agreed discovery order with timelines.

18 If they are unable to do that, that can  
19 brought back to the Court's attention.

20 At this time, I don't believe this matter  
21 is set anywhere else as far as hearing before the  
22 Court. Does either party request that the Court set  
23 this matter on a future civil relations docket that  
24 the Court would have available?

25 MS. WHITTEN: Yes, Your Honor. We would

1 like to set a hearing for permanent injunctive  
2 relief. And, ideally, we'd like to get a little bit  
3 of discovery before we appear in front of you on  
4 that burden, Your Honor, which is why Judge Burrage  
5 asked for an expedited discovery schedule.

6 But we are happy to work with the OSSAA's  
7 counsel in this case. They issued an answer  
8 yesterday, so I believe they do have discovery  
9 obligations at this point, and I believe we can work  
10 within those at this time.

11 So I appreciate that, Your Honor.

12 THE COURT: I've got two options,  
13 Counsel. What the Court's going to do is set this  
14 matter on a regular civil docket to address the  
15 discovery issues. Then, perhaps at that time, set  
16 the matter for further hearing as to the request for  
17 a permanent injunction.

18 The one negative factor the Court will  
19 say is I have a docket this month, which is rapidly  
20 approaching. I have a docket Thursday, September  
21 18th at nine o'clock. The Court, unfortunately,  
22 will not have a civil docket in October. I'm  
23 required to attend mandatory court improvement  
24 training out of the county during that time period.

25 So my next docket will be a November

1 setting. It would be November 20th at nine o'clock.  
2 So the matter could either be set Thursday,  
3 September 18th at nine o'clock for these purposes,  
4 or it could be set Thursday, November 20th at nine  
5 o'clock.

6 MS. WHITTEN: Yes, Your Honor. We are  
7 perfectly amenable to November 20th at 9:00 a.m. I  
8 believe that that gives us sufficient time to get  
9 discovery in front of you, Your Honor. So we  
10 appreciate that opportunity.

11 THE COURT: Does the Defendant desire to  
12 be heard as far as the timing of the docket setting?

13 MS. HUGHES: We're fine with a -- and I  
14 guess maybe I just -- to clarify, what I understood  
15 you to say was that this docket setting would be for  
16 the Court to hear any discovery issues, and then set  
17 us for that future docket setting for a permanent?

18 THE COURT: Correct.

19 MS. HUGHES: Hearing on a permanent  
20 injunction?

21 THE COURT: Correct. I would not hear  
22 evidence as to the permanent injunction then.

23 MS. HUGHES: Okay. Understood. Yeah, a  
24 November 20th docket is fine. I think counsel will  
25 be able to work together and come up with a

1 discovery schedule that makes sense and what we need  
2 to do, so --

3 THE COURT: Show the matter set on my  
4 regularly recurring civil docket, Thursday, November  
5 20th at 9:00 a.m.

6 MS. WHITTEN: Thank you, Your Honor.

7 THE COURT: Does either party have  
8 anything else they would like to raise while we are  
9 still on the record?

10 MS. WHITTEN: No, thank you. We just  
11 want to thank you for your patience and time today,  
12 Your Honor.

13 MS. HUGHES: Yeah, Defendant has nothing  
14 further. Thank you for your time today.

15 THE COURT: I'll thank both counsel. The  
16 presentation today was outstanding on both parties'  
17 behalf. I very much appreciate that. It makes it  
18 much easier for the Court to determine the issues in  
19 this matter when both parties are so well  
20 represented. So I would like to express my  
21 appreciation to all counsel.

22 And with that, the court will be in  
23 recess. Parties can be excused.

24 \* \* \* \* \*

25 (End of proceedings.)



**AFFIDAVIT OF PRESLEY MCKNIGHT**

I, Presley McKnight, being duly sworn under oath, attest that I have personal knowledge of the following, and testify as follows:

1. I was denied eligibility in 2020 as a minor by the Oklahoma Secondary Schools Activities Association (“OSSAA”).
2. The OSSAA told me three different times that I could not play basketball.
3. My family was forced to hire an attorney, Kevin Sain, to fight for my eligibility.
4. The OSSAA knew the impact its denial had on my emotional health and did not consider that in my appeal.
5. Due to the OSSAA’s denial of eligibility, I suffered many sleepless nights worried whether I would be able to play basketball. I come from a family that is extremely athletic, and basketball was one of my greatest loves.
6. At my lowest during the eligibility crisis, I was constantly worried about whether I was going to be able to play and could not believe the OSSAA was doing this to me. I am so thankful to my family and Kevin Sain for fighting for me and protecting me against the OSSAA’s arbitrary control over minors in Oklahoma.
7. After Kevin Sain filed an injunction in Durant, Oklahoma, it was set for hearing and the OSSAA granted me eligibility one hour before the hearing.
8. The OSSAA conduct has huge impacts on the mental health of minors in a negative way and had a huge impact on my mental health. I was only saved by the Court system forcing the OSSAA to do the right thing.

Executed this 4th day of September 2025.

  
\_\_\_\_\_

STATE OF OKLAHOMA        )



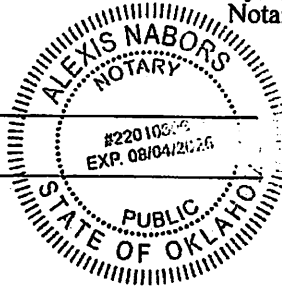
COUNTY OF BRYAN )

Subscribed and sworn to before me this 4th day of September 2025.

Alexis Nabors  
Notary Public

My Commission Expires: \_\_\_\_\_

My Commission Number: \_\_\_\_\_



To whom it may concern,

Our experience with the OSSAA resulted in absolute neglect for our daughter and cost her the majority of her junior year. Their complete disregard for what everyone else agreed was in her best interest caused her to withdraw from her friends, teammates, coaches and even our family. They caused her a true lack of trust for people in authority and is something we are still dealing with even today in her 4th year of college. She had such a hopelessness that I had never seen in her before. Their decision changed our sweet little girl that years before would sit in our living room, dribbling her ball over the arm of the sofa while she watched TV because she just loved it so much. The OSSAA did not care about why she changed schools or what was in her best interest. They never would do the right thing and it took an attorney, a judge and a court injunction to allow her back on the basketball court that she should have never been denied in the first place.

Sincerely,  
Courtney Fox

**After my transfer got rejected, I felt completely crushed, like all my plans had fallen apart. Sitting out my sophomore year left me isolated and depressed, watching from the sidelines while everyone else moved on. I didn't make any friends that year, and for months, people barely noticed I existed. By the time the next school year started, some finally realized I was there, but it was too late to feel connected. That year felt lonely and invisible, like I didn't belong anywhere.**

**Liyah Dauman**

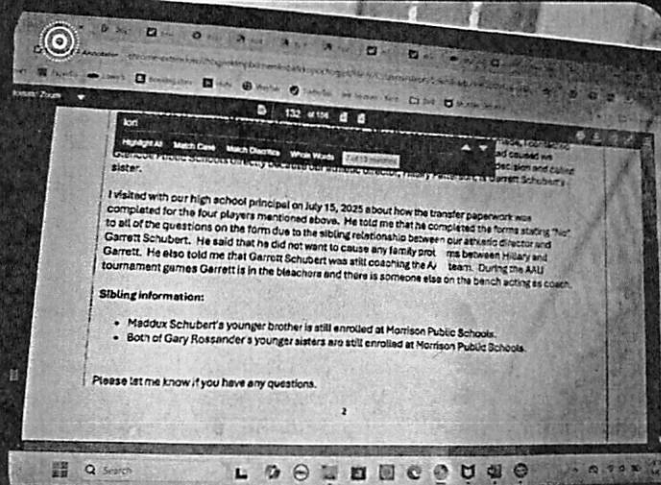
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Lawson >

Today 7:09 PM



There was no recruiting on Kent's part whatsoever. In fact, Garrett specifically told all of the boys not to go anywhere at all just because he may be there. He told them they all needed to do what was in their own best interest. I heard him say it. I will testify to that in court tomorrow because it is the absolute truth. So will Kent. I truly hope you did not say this.

I didn't ever issue a statement to OSSAA, nor was I contacted. Furthermore, I was not informed of anything Lori ever apparently sent in on my behalf. I will be addressing that.

Lawson, I am truly sorry that you got drug into this. We never, ever wanted this at all.

Delivered



**PLAINTIFF'S EXHIBIT**

tabbles® 13



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**ALERT: Contact Received From Your FindLaw Website**

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From FindLaw.FirmSite@findlaw.com <FindLaw.FirmSite@findlaw.com>

Date Thu 8/14/2025 2:46 PM

To Hannah Whitten <hwhitten@whittenburrage.com>



Name:

N/A

Email:

notapplicable@gmail.com

Phone:

(405) 405-4055

**Brief Description of Your Legal Issue:**

Submitting this without my personal details. There are people to find on this to corroborate the truth of the below.

Head Girls Coach at Buffalo Valley left to be HC at Talihina.

Coach actively recruited/provided information to girls, while still the BV head coach on how to "beat OSSAA" and be eligible at Talihina. This included giving some of the athletes a tour of Talihina facilities prior to their transfer (and her official employment at Talihina).

BV's entire projected starting lineup and significant reserves (8 girls total) transferred to Talihina with the knowledge their coach had accepted an offer there and was only waiting formal board approval.

This was purportedly done in concert with the Superintendent who is a former OSSAA appeals board member.

Ultimately, all 8 girls were granted eligibility at Talihina... resulting in a lack of players at BV to even field a softball team only 5 girls in the basketball program.

This all happened within the past few months.

How did you hear about us?:

google

I Have Read The Disclaimer:

Yes

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# DIESSELHORST SPORTS & ORTHOPEDICS



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Suite 200  
Oklahoma City, OK 73120

Matthew M. Diesselhorst, MD  
Phone: 405.463.3337  
Fax: 405.463.3338

Kingfisher Clinic Mercy  
1000 Hospital Circle  
Kingfisher, OK 73750

PATIENT: Gary Rossander (8/1/08)

THE ABOVE PATIENT WAS SEEN IN MY OFFICE ON: 7/7/2025

( ) PLEASE EXCUSE PATIENT FROM WORK FOR DOCTORS APPOINTMENT

RESTRICTIONS: Patient has been cleared for basketball related activities such as conditioning and strengthening. Patient has not been given a full release at this time and is not to participate in full contact until further notice.

IF YOU NEED ADDITIONAL INFORMATION, PLEASE FEEL FREE TO CONTACT OUR OFFICE.

SIGNATURE

MATTHEW DIESSELHORST





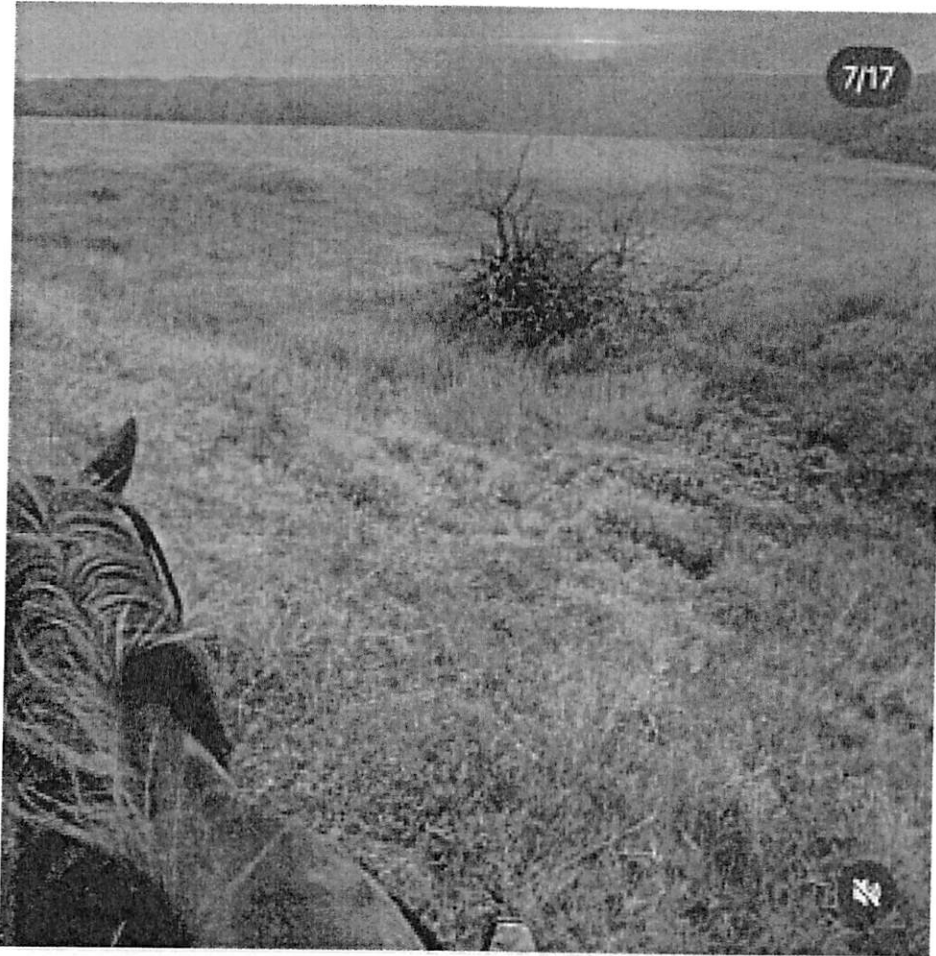
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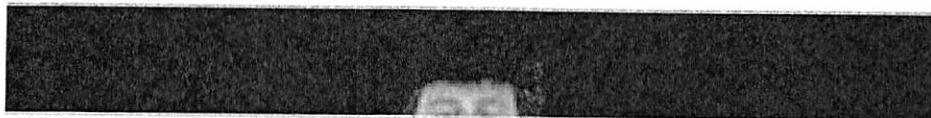
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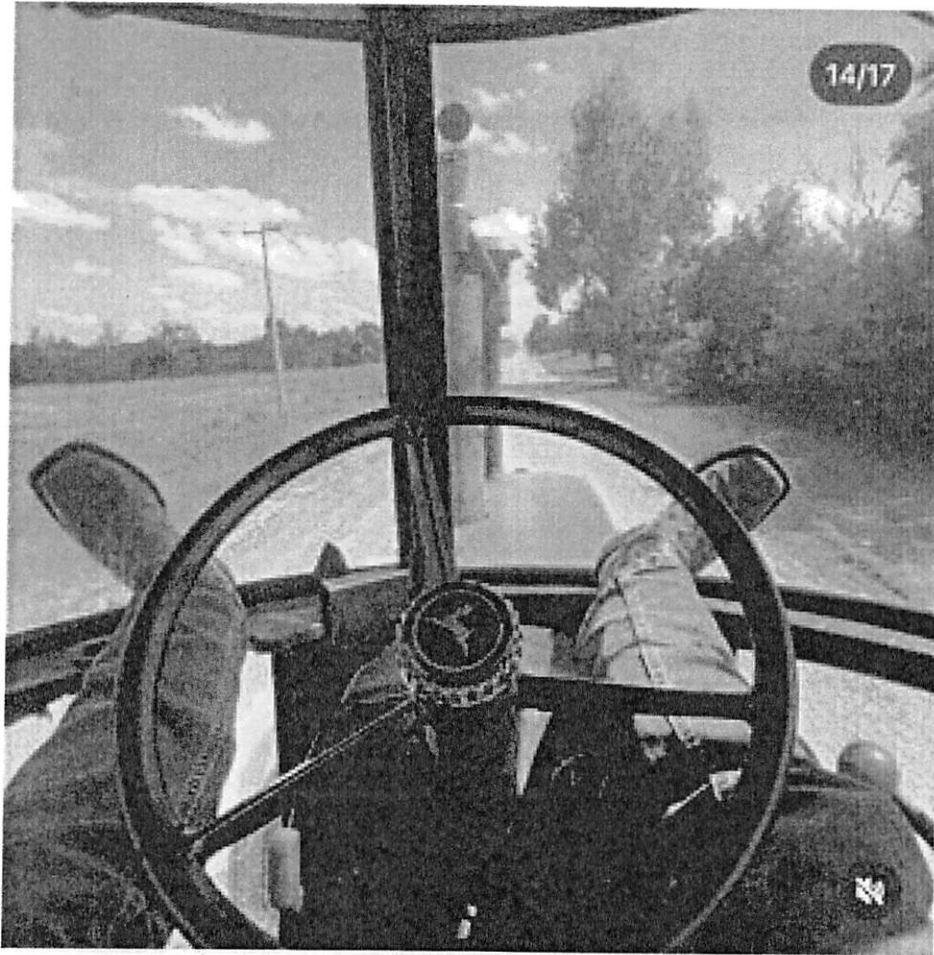
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