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Attorney for Plaintiffs

6 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
7
8 IN AND FOR THE COUNTY OF MARICOPA

9 ARIZONA ALL-STARS TUMBLING
10 AND CHEER, LLC, an Arizona limited
11 liability company; ARIZONA HEAT
12 ELITE STUNT TEAM, L.L.C., an Arizona
13 limited liability company; and C&P
14 CHEER LLC, an Arizona limited liability
15 company, d/b/a DESERT STORM ELITE
16 CHEER,

Plaintiffs,

v.

17 ARIZONA INTERSCHOLASTIC
18 ASSOCIATION, INC., an Arizona non-
19 profit corporation,

Defendants.

Case No. CV CV2009-053450

VERIFIED COMPLAINT

20 Plaintiffs Arizona All-Stars Tumbling and Cheer, LLC, an Arizona limited
21 liability company, Arizona Heat Elite Stunt Team, L.L.C., an Arizona limited liability
22 company, and C&P Cheer LLC, an Arizona limited liability company d/b/a Desert Storm
23 Elite Cheer (collectively, "Plaintiffs") for their Verified Complaint against Arizona
24 Interscholastic Association, Inc., an Arizona non-profit corporation, hereby allege as
25 follows:

PARTIES, JURISDICTION AND VENUE

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2 1. Plaintiff Arizona All-Stars Tumbling and Cheer, LLC is an Arizona limited
3 liability company authorized to do and doing business in the State of Arizona.

4 2. Plaintiff Arizona Heat Elite Stunt Team, L.L.C. is an Arizona limited
5 liability company authorized to do and doing business in the State of Arizona.

6 3. Plaintiff C&P Cheer LLC is an Arizona limited liability company d/b/a
7 Desert Storm Elite Cheer and is authorized to do and doing business in the State of
8 Arizona.

9 4. Defendant Arizona Interscholastic Association, Inc. ("AIA") is an Arizona
10 non-profit corporation authorized to do and doing business in the State of Arizona.

11 5. The acts and conduct by Defendant alleged herein occurred in Maricopa
12 County, Arizona.

13 6. This Court has personal and subject matter jurisdiction of the parties and
14 issues in this Complaint, and venue in Maricopa County is proper.

GENERAL ALLEGATIONS

All-Star Cheer and Dance

15 7. Plaintiffs are three gyms that specialize in "all-star" cheerleading and
16 dance.

17 8. All-star cheer and dance teams are not associated with schools or sports
18 programs and are not focused on crowd-involvement, sports team loyalty or school spirit.

19 9. All-star cheer and dance's main objectives are competition and training in a
20 controlled environment.

21 10. All-star cheer and dance teams typically comprise of 20 to 36 men and
22 women, who generally range in age from fourteen to eighteen, and train year round for
23 competition appearances, which occur from October through April.

24 11. All-star teams typically participate in eight to twelve competitions per year.
25 The competitions occur at the local, regional, national, and international levels, and the
all-star team's ultimate goal is to be invited to compete at the world finals, which is
televised and leads to increased name recognition, prestige and gym membership for the

1 gym's team.

2 12. All-star routines are more advanced and complicated than high school
3 cheerleading/pom routines and, unlike high school routines, do not involve crowd
4 participation or control through the use of chanting or clapping.

5 13. All-star routines are performed to music with the primary objective being
6 the team's execution of all elements with precise timing and synchronization.

7 14. All-star teams perform carefully choreographed routines, which involve
8 stunting, gymnastics tumbling and dancing to custom music.

9 15. The all-star cheer and dance governing body, the U.S. All-Star Federation
10 ("USASF"), requires all-star gyms and their coaches to be certified and credentialed by
11 the USASF. To achieve the necessary certification and accreditation, the gyms must
12 meet rigorous safety and training standards, and their coaches must have extensive dance
13 and gymnastics backgrounds and been tested for knowledge in progressions between
14 stunts and tumbling, training and best practices.

15 16. There are approximately thirty all-star gyms/programs in Arizona.

16 17. The typical all-star gym in Arizona averages \$60,000 in equipment and
17 incurs approximately \$250,000 in expenses per year. These numbers are higher for large
18 gyms.

19 18. Arizona all-star gyms have approximately one to ten teams per program
20 and their teams can range from five to thirty-six members per team. As such, there are
21 approximately 3,000 all-star team members in the state.

22 19. Additionally, should teams choose to compete, competitions are often held
23 every weekend during the competitive season (October through April), and can bring in
24 on average 1,000-3,000 participants and spectators per competition. This can result in
25 revenues ranging from \$35,000 to \$100,000 per day.

20. Plaintiffs' all-star teams that compete at the local, regional, national and
world levels are comprised of high school aged members.

21. Historically, the majority of these team members attends AIA governed
high schools and participates in their high school's cheerleading and/or pom-pom squads.

Defendant Arizona Interscholastic Association

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2 22. The AIA is a voluntary association of public and private high schools that
3 promulgates rules and regulations governing student and school participation in
4 interscholastic activities, which include both athletic and non-athletic activities.

5 23. All public and the majority of private high schools' athletics and activities
6 are governed by the AIA, including high school cheerleading and pom-pon.

7 24. A student's refusal to comply with AIA rules and regulations can result in a
8 student being declared ineligible to participate in a school athletic or activity.

9 25. A student's or school's refusal to comply with AIA rules and regulation can
10 result in a school's inability to participate in interscholastic athletics and activities.

11 26. Pursuant to AIA's bylaws, interscholastic activities are grouped into two
12 general categories: (1) athletics or sports and (2) activities.

13 27. The AIA has placed high school cheerleading and pom-pon under the
14 umbrella of "Spiritline."

15 28. Spiritline is considered an "activity" and is grouped with other activities
16 that include Chess, J.R.O.T.C., Music, Winter Guard, and Speech, Debate and Theatre.

17 29. The AIA's bylaw on Spiritline states in part:

18 Spiritline shall serve as a support group for the
19 interscholastic athletic program within the school.... Each
20 squad should strive to boost school spirit, promote good
21 sportsmanship, develop positive crowd involvement, and help
22 student participants and spectators achieve the most
23 worthwhile educational objectives of the interscholastic
24 program.

25 Spiritline (cheerleading/pom-pon) activities should center
on "leading" or "directing" the cheering of student and adult
fans.

Performing is a secondary role of cheerleading/pom-pon
and can effectively promote school spirit when included at
appropriate times at interscholastic contests such as pre-game,
noninjury time-outs and intermissions, as well as pep rallies
and assemblies.

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30. All AIA bylaws do not apply equally to all athletics and activities.

31. The AIA's nonschool participation rule states:

A student who is a member of a school team shall not practice or compete with any other group, club, organization, association, etc., in that sport during the interscholastic season of competition. This rule applies to team sports only, which are football, baseball, basketball, volleyball, soccer, softball, track relay and swimming relay teams. For purposes of this rule, the interscholastic season of competition shall begin with the first regularly scheduled game and conclude with that particular team's final game. Any student violating the above rule shall forfeit his/her eligibility for a minimum of the balance of the season for that sport or up to a maximum of one calendar year.

DETERMINATION: An individual student may take private lessons anytime except during the school day or during school practice sessions. Schools shall not pay for, arrange or in any way provide these individual private lessons. Individual private lessons shall not be used to circumvent or evade the nonschool participation rule and any such use of private lessons will be considered a violation of the nonschool participation rule. (Ex. Bd. 2/18/03)

32. The season of competition for team sports is typically one season.

The AIA Amendment to the Spiritlines Bylaw

33. On March 6, 2009, the AIA passed Amendment 37.12 to the Spiritlines bylaw, which states:

A student who is a member of a school Spiritline team shall not practice or compete with any other cheer/pom group, team, club, organization, association, etc., in that athletic-activity during the interscholastic season of competition. For purposes of this rule, the interscholastic season of competition shall begin with the first week of permissive football and concludes with the individual school's last basketball game, including State competitions. Any student violating the

1 above rule shall forfeit his/her eligibility for a minimum of
2 the balance of the season for that athletic-activity or up to a
maximum of one calendar year.

3 **DETERMINATION:** An individual student may take
4 private lessons anytime except during the school day or
5 during school practice sessions. Schools shall not pay for,
6 arrange or in any way provide these individual private
7 lessons. Individual private lessons shall not be used to
8 circumvent or evade the nonschool/all-star participation rule
and such use of private lessons will be considered a violation
of the nonschool/all-star participation rule (Ex. Bd. 2/18/03)
(This excludes competitive dance and gymnastics). .

9 34. Prior to the passage of Amendment 37.12, spiritlines were not subject to a
10 nonschool/club participation rule.

11 35. Prior to the passage of Amendment 37.12, spiritlines were not referred to as
12 an "athletic-activity."

13 36. Pursuant to Amendment 37.12, the season of competition for spiritline is
14 defined as beginning "the first week of permissive football and ... concludes with the
individual school's last basketball game, including state competitions."

15 37. No other AIA activity has a nonschool/club participation rule.

16 38. The only AIA athletics to have a nonschool/club participation rule are
17 football, baseball, basketball, volleyball, soccer, softball, track relay, swimming relay,
18 tennis and badminton.

19 39. According to the AIA:

20 [The n]on-school participation [rule] ... generally
21 provides that in sports considered team sports, a student who
22 is a member of a school team shall not practice or compete
with any other team or group in that sport during the
interscholastic season of competition.

23 ***

24 [The "loyalty" rule] ... helps promote the notion that a
25 student should put his or her school team above self-interest.
AIA member schools believe that it is not fair to teammates

1 and team goals if a member of the team misses practice or
2 competition to travel to, practice for or compete in nonschool
3 events during the school season. The risk of injury and effect
4 of fatigue from nonschool competition are also contrary to the
interests of the school team. It is also difficult for school
coaches to teach skills and strategies to a player who is
simultaneously receiving coaching from nonschool personnel.

5 40. High school spiritline squads do not regularly compete against each other
6 during the school year.

7 41. Amendment 37.12 is scheduled to go into effect on August 1, 2009.

8 42. Plaintiffs have been informed by a number of their team members who also
9 are members of their high school spiritline squads that they will not be participating in
10 all-star cheer and dance because of the new amendment.

11 43. Amendment 37.12 is keeping a majority of Plaintiffs' team members from
12 participating in all-star activities to the detriment of the gyms' ability to conduct their
13 businesses – *i.e.*, to recruit, train and compete at the all-star level, which in turn effects
Plaintiffs' reputations, prestige, and economic viability.

14 44. Plaintiffs' primary source of business is derived from high school students'
15 participation in Plaintiffs' squads – both in practice and at competition.

16 45. Plaintiffs' all-star cheer and dance teams train year round for competitions
17 that occur from October through April.

18 46. AIA unsuccessfully tried to pass a similar amendment in 2007-2008.

19 47. Before Amendment 37.12 was approved, Plaintiffs communicated with the
20 AIA numerous times about the impact on their businesses should the Amendment go into
effect.

21 48. In 2007, 2008 and early 2009, Plaintiffs informed AIA about the make-up
22 of their teams and the impact such a rule would have on their businesses.

23 **COUNT ONE**

24 **(Intentional Interference with Contractual Relations)**

25 49. Plaintiffs incorporate by reference paragraphs 1- 48 of this Complaint.

1 50. AIA was aware that Plaintiffs had business relationships and expectancies
2 with its past, current and prospective customers.

3 51. Despite AIA's awareness of these business relationships and expectancies,
4 it intentionally sought to terminate and/or interfere with those relationships and
5 expectancies through passage of Amendment 37.12 to Article 37 of AIA's Bylaws.

6 52. AIA did, in fact, interfere with the relationships and expectancies Plaintiffs
7 had with its current and past customers.

8 53. As a result of AIA's actions, Plaintiffs have been damaged.

9 54. AIA's actions are intentional, aggravated and outrageous. AIA interfered
10 with Plaintiffs' business expectancies with the intent of causing injury to Plaintiffs or in
11 conscious disregard of a substantial risk of significant harm to Plaintiffs.

12 **COUNT TWO**

13 **(42 U.S.C. § 1983)**

14 55. Plaintiffs incorporate by reference paragraphs 1-54 of this Complaint.

15 56. Plaintiffs seek damages for AIA's actions set forth above under 42 U.S.C. §
16 1983 for violation of their constitutional rights under color of law.

17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiffs Arizona All-Stars Tumbling and Cheer, LLC, an
19 Arizona limited liability company, Arizona Heat Elite Stunt Team, L.L.C., an Arizona
20 limited liability company, and C&P Cheer LLC, an Arizona limited liability company
21 d/b/a Desert Storm Elite Cheer pray for judgment against Defendant Arizona
22 Interscholastic Association, Inc. as follows:

23 A. Injunctive relief enjoining AIA from enforcing the terms of AIA Bylaws,
24 Art. 37, Spiritlines, ¶37.12, Nonschool/Club Participation.

25 B. An award of damages in an amount to be determined at trial, together with
interest thereon at maximum the legal rate;


C. An entry of a monetary judgment against AIA in the amount of Plaintiffs'
attorneys' fees pursuant to 42 U.S.C. § 1988 and costs in this action;

D. Interest at the highest allowable rate under the law from the date of

1 judgment against AIA until paid in full; and

2 E. For such other and further relief as this Court may deem appropriate, proper
3 and just.

4 DATED this 16th day of July, 2009.

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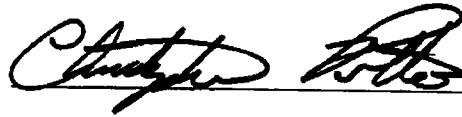
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1 STATE OF ARIZONA)
2 COUNTY OF MARICOPA)

3 VERIFICATION

4 Christopher Potter, being first duly sworn, states that in his/her
5 capacity as owner of CTPChoe LLC, which is one of the
6 Plaintiffs in the above-entitled action, that he/she has read the foregoing Verified
7 Complaint in this action and knows the contents thereof, and that the same is true and
8 correct to the best of his/her knowledge, information and belief.

9 DATED this 15 day of July, 2009.

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