

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Civil Action No.

WILLIAM T. HARRIS III,

Plaintiff,

v.

FALCON SCHOOL DISTRICT 49, a political subdivision of the State of Colorado,
SEAN DORSEY,
JARED FELICE,
PAUL ANDERSEN,
ROBERT HAWKINS,
COLORADO HIGH SCHOOL ACTIVITIES ASSOCIATION, and
PAUL ANGELICO,

Defendants.

COMPLAINT AND JURY DEMAND

Plaintiff William T. Harris III, on behalf of himself and by and through his attorneys, Diane S. King and Hunter A. Swain of KING & GREISEN, LLP, submits this Complaint and Jury Demand against Defendants Falcon School District 49 (“Falcon 49”), Sand Creek High School Superintendent Sean Dorsey (“Dorsey”), former Sand Creek High School Athletic Director Jared Felice (“Felice”), Falcon 49 Human Resources Director Paul Andersen (“Andersen”), Sand Creek High School Basketball Coach Robert Hawkins (“Hawkins”), the Colorado High School Activities Association (“CHSAA”), and former CHSAA Commissioner Paul Angelico (“Angelico”), collectively “Defendants,” as follows:

I. INTRODUCTION

1. Plaintiff William T. Harris III¹ (“Mr. Harris” or “Plaintiff”) is a thirty-one-year-old African-American man who has dedicated his life to the sport of basketball. After a successful career playing high school and college basketball, Mr. Harris started a private basketball training business in his hometown of Colorado Springs, Colorado, and became a well-known trainer in the tight-knit and highly-competitive high school basketball community. Mr. Harris generates business almost exclusively through word of mouth and his reputation.

2. In 2016, Mr. Harris was hired by Defendant Falcon School District 49 as an Assistant Coach of the Sand Creek High School varsity basketball team for the 2016-2017 school year. Mr. Harris accepted the low-paying position in part because Falcon 49 agreed to allow him to use Sand Creek High School’s gym for his private training business without charge when the gym was not being used for school business. As a result, Mr. Harris’s business expenses would be much lower, and he could quickly grow his training business by implementing new programs with a significantly higher profit margin.

3. Midway through the school year, in December 2016, Head Coach Hawkins and Sand Creek Athletic Director Jared Felice arranged for a teenage boy named Romeo Maestas to transfer to Sand Creek and play on the school’s varsity basketball team. Before allowing the boy to join the team, Felice sought the approval of CHSAA, the statewide governing body for high school athletics. Defendant Paul Angelico, then CHSAA’s Commissioner, approved the transfer and deemed it a “bona fide” transfer on behalf of CHSAA. Mr. Harris was not involved in any

¹ Though not his legal name, Mr. Harris goes by the nickname “Trey” and will be referred to by that name throughout the remainder of this Complaint and Jury Demand.

way with the transfer, did not know about the transfer until after-the-fact, and objected to allowing Maestas to join the team mid-season without being required to try out.

4. After Maestas played his first game for Sand Creek, it became apparent that the mid-season transfer arranged by Defendants Felice, Hawkins, and Angelico had violated CHSAA's rules. The violation caused a scandal in the highly-competitive Colorado Springs high school athletics community; though Angelico initially took responsibility for the violation, soon thereafter CHSAA issued a letter placing Sand Creek's basketball team, Hawkins, and Mr. Harris on restriction, and claiming that the violation stemmed from Mr. Harris's interactions with Maestas two years prior. While on CHSAA restriction, Sand Creek would be unable to compete in the statewide playoffs.

5. Then, at the end of January 2017, Mr. Harris was fired during a meeting with Defendants Sean Dorsey and Paul Andersen. Defendant Hawkins was not disciplined or terminated despite his direct involvement in the transfer.

6. Knowing that Mr. Harris had not been involved in the transfer and resulting CHSAA violation, Falcon 49, CHSAA, and the all-white individual Defendants nonetheless chose to blame Mr. Harris, the black Assistant Coach, rather than Defendant Hawkins, the white Head Coach who had actually caused the violation

7. Falcon 49, Felice, Dorsey, Andersen, and Hawkins (collectively, the "Falcon 49 Defendants") told Mr. Harris that CHSAA had insisted that he be fired as a condition of the restriction being lifted. Rather, all Defendants blamed Harris for their own mistakes, and Falcon 49 fired him at CHSAA's suggestion as a minority scapegoat to save themselves from embarrassment and secure the school's ability to participate in the playoffs.

8. Even worse, after Falcon 49 fired Mr. Harris, CHSAA published a press release praising Falcon 49's handling of the violation. Falcon 49 then published its own statement using a quotation from Angelico which cast Mr. Harris as immoral and unethical, and the Falcon 49 statement was subsequently reprinted by news media outlets. As a result of the Defendants' published statements painting Mr. Harris as an unethical rogue actor who had violated CHSAA rules, Mr. Harris's reputation was severely damaged, setting back the growth of his basketball training business considerably.

9. Mr. Harris brings claims for race and color discrimination against Falcon 49 under Title VII of the Civil Rights Act of 1964, claims for aiding and abetting such discrimination against Defendants Dorsey, Felice, Andersen, Hawkins, CHSAA, and Angelico, and claims for race discrimination against CHSAA and Angelico in violation of 42 U.S.C. § 1981.

II. JURISDICTION AND VENUE

10. This action arises under the Constitution and laws of the United States of America and the State of Colorado, including Article III, Section 1 of the United States Constitution.

11. Jurisdiction of this Court is invoked pursuant to 28 U.S.C. §§ 451, 1331 & 1343, and 42 U.S.C. § 1988, as amended by the Civil Rights Attorney Fee Award Act of 1976.

12. This action is authorized and instituted pursuant to Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et seq.*; the Colorado Anti-Discrimination Act, Colo. Rev. Stat. 24-34-401 *et seq.*; and 42 U.S.C. § 1981.

13. Venue lies in this judicial district under 28 U.S.C. § 1391(b) as all of the unlawful employment practices alleged herein occurred in the State of Colorado.

14. All procedural prerequisites for filing this suit have been met. Plaintiff timely filed individual charges of discrimination with the Colorado Civil Rights Division (“CCRD”) against each Defendant. Pursuant to the work-sharing agreement between the CCRD and the United States Equal Employment Opportunity Commission (“EEOC”), the charge of discrimination against Defendant Falcon 49 was deemed dual-filed with the EEOC.

15. On June 15, 2018, Mr. Harris received Notice of Right to Sue letters from the CCRD with respect to his charges of discrimination against each Defendant, and files this Complaint within ninety (90) days of receiving such notices.

III. PARTIES

16. Plaintiff Trey Harris is a natural person who is and at all times relevant to this Complaint has been a resident of the State of Colorado and a citizen of the United States of America.

17. Between the beginning of the 2016-2017 school year and January 27, 2017, Mr. Harris was an “employee” of Defendant Falcon 49, as the term “employee” is defined by Title VII.

18. Between the beginning of the 2016-2017 school year and January 27, 2017, Mr. Harris was an “employee” of Defendant Falcon 49, as the term “employee” is defined by CADA.

19. Defendant Falcon 49 is a school district located in El Paso County, Colorado, and is a political subdivision of the State of Colorado. Falcon 49’s principal office address is 10850 East Woodmen Road, Peyton, Colorado 80831.

20. Sand Creek High School is one of three high schools operated by Defendant Falcon 49.

21. At all relevant times, Falcon 49 has been an “employer,” as the term “employer” is defined by Title VII.

22. At all relevant times, Falcon 49 has been an “employer,” as the term “employer” is defined by CADA.

23. Defendant Sean Dorsey is a natural person who, upon information and belief, is and at all times relevant to this Complaint has been a resident of the State of Colorado.

24. At times relevant to this Complaint, Sean Dorsey was the Superintendent of Falcon School District 49.

25. Defendant Jared Felice is a natural person who, upon information and belief, is and at all times relevant to this Complaint has been a resident of the State of Colorado.

26. At times relevant to this Complaint, Jared Felice was the Athletic Director of Sand Creek High School, a school operated by Defendant Falcon 49.

27. Defendant Paul Andersen is a natural person who, upon information and belief, is and at all times relevant to this Complaint has been a resident of the State of Colorado.

28. At times relevant to this Complaint, Paul Andersen was the Human Resources Director of Defendant Falcon 49.

29. Defendant Robert Hawkins is a natural person who, upon information and belief, is and at all times relevant to this Complaint has been a resident of the State of Colorado.

30. At times relevant to this Complaint, Robert Hawkins was the Boys’ Basketball Coach of Sand Creek High School, a school which is part of Defendant Falcon 49.

31. Defendant Colorado High School Activities Association (“CHSAA”) is a nonprofit membership organization which serves as the governing body for all high school

athletic activities throughout the state of Colorado. CHSAA's principal office is located at 14855 East Second Avenue, Aurora, Colorado 80011.

32. Defendant Paul Angelico is a natural person who, upon information and belief, is and at all times relevant to this Complaint has been a resident of the State of Colorado.

33. At times relevant to this Complaint, Paul Angelico was the Commissioner of CHSAA.²

IV. FACTUAL ALLEGATIONS

34. Trey Harris is a former high school and college basketball star who opened the private basketball training company Players Like Us Take Over ("PLUTO Basketball") in 2012.

35. Through PLUTO Basketball, Mr. Harris uses a values-based training approach to teach technical basketball skills. Between 2012 and early 2017, Mr. Harris focused on training children and high school students. However, since his termination in January 2017, he has been forced to focus primarily on training adults, organizing adult basketball leagues, and other basketball activities geared toward adult customers.

36. Between 2012 and 2017, Mr. Harris provided private basketball training to over five hundred (500) children and teenagers.

37. Mr. Harris relies heavily upon word of mouth and his reputation to generate training clients for his business.

² CHSAA and Angelico are referred to collectively as the "CHSAA Defendants."

38. In early 2016, Defendant Jared Felice, who was then the Athletic Director at Sand Creek High School, asked Mr. Harris to serve as the Head Coach of the Sand Creek High School varsity basketball team for the 2016-2017 school year.

39. Mr. Harris declined the Head Coach position and offered to serve as an Assistant Coach instead. Mr. Harris recommended both Defendant Robert Hawkins and a man named Otis Johnson as candidates for Head Coach.

40. At the time Mr. Harris agreed to serve as Assistant Coach, he made clear that he intended to continue operating PLUTO Basketball in his spare time.

41. In April 2016, Mr. Harris submitted an application for the Assistant Coach position, and disclosed his work with PLUTO Basketball on his application.

42. In June 2016, Mr. Harris signed a contract to become Sand Creek's Assistant Coach for the 2016-2017 season, and Defendant Felice (who is white) hired Defendant Hawkins (who is also white) as Head Coach and Otis Johnson (who is black) as the other Assistant Coach.

43. At the time of Mr. Harris's hiring by Defendant Falcon 49, his basketball training activities geared toward children and teenagers were prolific and well-known in the Colorado Springs community. For instance, Mr. Harris had previously trained approximately eleven (11) of the players on the Sand Creek basketball team.

44. To induce Mr. Harris to work at Sand Creek, Falcon 49 agreed that Mr. Harris could use Sand Creek High School's gymnasium as a facility for PLUTO basketball training activities outside of school hours when the gym not being used by the school.

45. Mr. Harris worked for Falcon 49 between the beginning of the 2016-2017 school year and his termination on January 27, 2017.

In December 2016, Defendants Hawkins, Felice, and Angelico arrange for a basketball player named Romeo Maestas to transfer to Sand Creek High School mid-season.

46. The Sand Creek varsity basketball team's season got off to a very strong start, and by early in the season, the team was already ranked first in its division. On December 16, 2016, the Sand Creek High School Scorpions beat the Sierra High School Stallions, further solidifying the team's lead. Because of the success of the team, the players, coaches, and fans were excited that Sand Creek might be able to win the 2017 state high school basketball championships.

47. The day after Sand Creek beat the Sierra Stallions, on December 17, Defendant Hawkins called Defendant Felice and informed Felice that a teenage basketball player named Romeo Maestas, who was enrolled at Rampart High School, was interested in transferring to Sand Creek mid-school year because his family was moving.

48. Prior to December 17, Maestas' parents had directly contacted Defendant Hawkins to ask if Hawkins could arrange for Maestas to transfer from Rampart to Sand Creek and join the Sand Creek basketball team.

49. That same day, on December 17, 2017, Defendant Felice exchanged a series of written messages with Mike Schwartz (father of star Sand Creek basketball player D'Shawn Schwartz) via Twitter private message.

50. In those messages, Felice communicated that he would ensure that Maestas' transfer application from Rampart to Sand Creek was approved by the Colorado High School Activities Association ("CHSAA") right away.

51. Defendant Felice wrote to Schwartz, "Consider [Romeo Maestas] a Scorpion now and this an early Christmas gift for [DeShawn] lol."

52. Defendant Felice shared his excitement that Sand Creek would be able to solidify its lead and promised Schwartz that he would do all he could to get Maestas “on the court” right away because he believed Maestas’ transfer would be approved as a “bona fide” move by CHSAA.

53. Then, on December 19, Defendant Felice followed up with Schwartz, also via Twitter private message, to communicate that he was “stoked” that CHSAA had approved Maestas’ transfer right away.

54. Felice explained that Defendant Angelico had personally approved the transfer on behalf of CHSAA and would soon send over a verification of the approval.

55. Later, Defendant Angelico admitted in a January 6, 2017 email to Defendant Felice that he had mistakenly approved the boy’s transfer as a bona fide move.

56. After Defendant Angelico quickly approved Maestas’ transfer at Defendant Felice’s request, Felice delivered on his promise to have Maestas on the basketball court right away.

57. Shortly before Maestas’ first practice, on or about December 18 or 19, Mr. Harris received a call from Defendant Hawkins, who surprised Mr. Harris by telling him that Maestas was going to transfer from Rampart to Sand Creek mid-season and would be joining Sand Creek’s basketball team.

58. Mr. Harris protested the mid-season transfer, telling Hawkins that he did not believe it was a good idea. Mr. Harris expressed concern to Hawkins that there would be a perception of favoritism, as Defendants Hawkins and Felice were placing the boy on the team mid-season without requiring him to even try out.

59. Then, on or about December 19, Hawkins called a team meeting, and informed the basketball team that Maestas was joining the team. At that meeting, Mr. Harris told the basketball players that he had not been involved in any way with Maestas' transfer.

60. On December 20, 2016, Maestas arrived for basketball practice as a new member of the Sand Creek Scorpions varsity basketball team.

61. Defendants Felice and Hawkins did not require Maestas to try out for the basketball team, and instead simply placed him on the team.

62. Though Mr. Harris had trained Maestas at a PLUTO Basketball training camp over two (2) years earlier in 2014, along with other players on Sand Creek's team, Mr. Harris had not spoken to Maestas since the 2014 training camp and was not involved in any way in Maestas' transfer from Rampart to Sand Creek.

63. Before Mr. Harris became the Assistant Coach for Sand Creek, he had also trained ten (10) other players on Sand Creek's 2016-2017 varsity basketball team.

64. Notably, Mr. Harris had never coached Maestas as part of any formal or informal basketball team and had simply trained the boy two years prior in a group setting during one of PLUTO Basketball's many public camps.

A controversy unfolds when it becomes apparent that Maestas is ineligible to play for Sand Creek.

65. Romeo Maestas played in his first varsity basketball game for the Sand Creek Scorpions on January 2, 2017.

66. Immediately after the game, it became apparent that Maestas had been ineligible to play for Sand Creek under CHSAA rules.

67. Though Defendant Angelico had approved Maestas' transfer as a bona fide move, Falcon 49's decision to play Maestas had violated CHSAA rules because he had been ineligible to play varsity basketball for Sand Creek.

68. Because of the CHSAA violation, a public uproar ensued in the highly competitive Colorado Springs high school sports community.

69. By rushing to approve Maestas' transfer, Defendants Angelico, Felice, and Hawkins had violated CHSAA rules and caused an enormous uproar.

70. If the mistake made by Defendants Angelico, Hawkins, and Felice became public, CHSAA and Falcon 49 would be publicly humiliated, and Sand Creek's first-place lead would be jeopardized.

The Defendants blame Mr. Harris for their mistake.

71. Upon information and belief, coaches from other high schools, who were upset about Maestas' mid-season transfer to Sand Creek, located a photo of Mr. Harris and Maestas taken at a 2014 PLUTO Basketball camp and sent the photo to CHSAA to suggest that Mr. Harris and Maestas had an ongoing coaching relationship and that Maestas had transferred in order to play on the team coached by Mr. Harris, which would violate CHSAA's recruiting rules. CHSAA then shared the photo with the other Defendants.

72. When Defendants Felice and Hawkins were shown the photo, they knew that they had personally arranged for the transfer without Mr. Harris's knowledge or involvement and that Angelico had incorrectly approved the transfer as a bona fide move.

73. On January 4, 2017, Defendant Felice wrote an email to Defendant Angelico requesting a written statement from Angelico documenting the conversations they had had in December 2016 regarding Maestas' transfer to Sand Creek.

74. On January 6, 2017, Defendant Angelico responded to Defendant Felice via email, clearly admitting that he had made a mistake in approving Maestas' transfer before the necessary paperwork had been submitted. Angelico wrote "I have to take the responsibility for allowing this student to play prior to his eligibility check. As a result, if this student is ultimately found to be ineligible, it will be up to you if you choose to forfeit the January 2nd game. ***There will be no pressure or ramification if you chose not to do so.***" (emphasis added).

75. Nevertheless, to quell the controversy, prevent the public from learning about their mistake, and preserve Sand Creek's eligibility to play in the playoff tournament, the Falcon 49 and CHSAA Defendants knowingly, falsely, and publicly blamed the improper transfer on Mr. Harris, the black Assistant Coach who was uninvolved in the transfer.

76. The Defendants blamed Mr. Harris (an innocent black man) for the improper transfer, while excusing the white Head Coach Robert Hawkins who was actually responsible for the CHSAA violation. This decision was at odds with the usual practice among CHSAA member schools that the Head Coach is held responsible for eligibility violations.

CHSAA and Falcon 49 attempt to cover up their colossal mistake by blaming it on Mr. Harris as a minority scapegoat.

77. On January 10, Defendant Hawkins asked Mr. Harris and Assistant Coach Otis Johnson to lead the practice because he would not be present. Hawkins spent the entire basketball practice in Defendant Felice's office with the door closed.

78. After practice ended, Defendants Felice and Hawkins summoned Mr. Harris to the office, where Felice showed Mr. Harris the 2014 photograph of him and Maestas at a public PLUTO Basketball camp which had been sent to CHSAA.

79. During their January 10 meeting, Felice told Mr. Harris that CHSAA had decided – after seeing the photo – that Mr. Harris had violated CHSAA rules by recruiting Maestas.

80. The Falcon 49 and CHSAA Defendants knew that Mr. Harris had not recruited Maestas or violated CHSAA rules, and that they had caused the violation themselves.

81. Apparently, however, the Defendants realized after seeing the photo that they could use it as a pretext to blame the violation on Mr. Harris, though he had not been involved in Maestas' transfer in any way.

82. Mr. Harris, not yet knowing that Defendant Felice and Hawkins had personally arranged for Maestas' transfer, attempted to explain that he had not spoken with Maestas in years, and had not recruited him to transfer to Sand Creek.

83. Besides, Mr. Harris explained that PLUTO Basketball had trained almost a dozen of the current basketball players on Sand Creek's team that year and had trained approximately five hundred (500) other players throughout the years.

84. In response, Defendant Felice acknowledged that Mr. Harris had not played any role in Maestas' transfer but claimed that CHSAA was insisting that Mr. Harris be held responsible for the violation.

85. In fact, both Felice and Angelico knew that they – not Mr. Harris – had caused the rule violation.

Defendants Hawkins and Felice warn Mr. Harris on multiple occasions that Mr. Harris has been selected to take the blame because he is black.

86. Meanwhile, Defendants Angelico, Felice and Hawkins, the three white men whose mistakes actually led to the CHSAA violation and caused the public uproar, decided that they could save their own reputations by publicly blaming Mr. Harris for their mistake.

87. On January 11, 2017, Defendant Felice sent a letter to CHSAA falsely reporting that Mr. Harris had committed a recruiting violation. At the time Defendant Felice sent this letter, he knew the accusations against Mr. Harris were false because he, Defendant Hawkins, and Angelico were the individuals who had personally arranged for Maestas' transfer after Hawkins discussed the transfer with Maestas' father.

88. In fact, Defendant Hawkins had played Maestas in the basketball game over Mr. Harris's objections.

89. The following day, on January 12, despite knowing the report from Defendant Felice to be false, Defendant CHSAA issued a letter which purported to formally suspend Defendant Hawkins, Mr. Harris, and the entire Sand Creek basketball program.

90. CHSAA made it clear to the Falcon 49 Defendants that the school district would not be able to participate in the playoffs unless it took action to address the violation.

91. Falcon 49 did not treat Defendant Hawkins as if he had been suspended. They continued to allow Hawkins to coach the team, while forbidding Mr. Harris from attending practice or having contact with the players.

92. The effect of the January 11 and 12 letters was that attention could be shifted away from both the Falcon 49 and CHSAA Defendants and the blame placed on Mr. Harris because he is black.

93. Felice, Hawkins, and Angelico never publicly admitted that they had personally arranged for the Maestas' transfer without Mr. Harris's involvement, and that they knew Mr. Harris had not actually committed any recruiting violation.

94. Defendants Felice and Hawkins refused to show Mr. Harris the January 12 CHSAA restriction letter, and falsely told Mr. Harris that he was the only person whom CHSAA had suspended. Meanwhile, Hawkins continued working as Sand Creek's Head Coach despite the January 12 letter's statement that he had been suspended.

95. During Mr. Harris's suspension and the ensuing "investigation," Mr. Harris was never once questioned by anyone from Falcon 49 or CHSAA about his alleged role in Maestas' transfer or any of the other false accusations Felice had made to CHSAA.

96. Mr. Harris was not provided any explanation for his suspension, nor was he ever given any opportunity by CHSAA or anyone else to explain his side of the story. Mr. Harris was unable to clear his name by dispelling the false accusations publicly made against him.

97. Instead, throughout the suspension, Defendants Hawkins and Felice prevented Mr. Harris from speaking with anyone about the "investigation," including members of the basketball team and anyone at CHSAA.

98. Throughout the process, Defendants Felice and Hawkins falsely claimed that they were attempting to protect Mr. Harris from unfair treatment by handling the matter on his behalf.

99. For instance, Defendant Hawkins pressured Mr. Harris to send a letter to CHSAA (dated January 16, 2017 and bearing Mr. Harris's name) apologizing for inadvertently violating CHSAA rules. Because the letter, which Hawkins himself had drafted, was inaccurate, Mr. Harris declined to send it to CHSAA. In response, Hawkins stated that he had already sent the letter to CHSAA.

100. CHSAA made no effort to contact Mr. Harris and did not send him a copy of the January 12 restriction letter. Nor was the letter provided to Mr. Harris by any of the Defendants.

101. Because Mr. Harris was never shown the CHSAA restriction letter, he did not know the nature of the false accusations being leveled against him, or who at CHSAA he could contact to provide his side of the story.

102. As a result, Mr. Harris was unable to learn any information about the accusations against him or defend himself because all the communication about his suspension was through Defendants Hawkins and Felice, who along with Angelico had selected Mr. Harris as a scapegoat to take the blame him for their own mistake.

103. Meanwhile, throughout January 2017, Defendants Felice and Hawkins told Mr. Harris on many occasions that CHSAA was insisting that he be fired.

104. Over the course of the suspension, Defendants Hawkins and Felice repeatedly told Mr. Harris "we're fighting for you," and warned Mr. Harris that he was being targeted by CHSAA to take the blame for the eligibility violation because he is black. Hawkins stated that CHSAA was trying to "stick it on the black guy," and repeatedly urged Mr. Harris to call the National Association for the Advancement of Colored People ("NAACP"). On other occasions,

Felice told Mr. Harris that he was being targeted for termination because of his race, and that he would ensure that Mr. Harris did not lose his job.

105. On January 27, Defendants Sean Dorsey and Paul Andersen fired Mr. Harris.

106. While firing Mr. Harris, Defendants Dorsey and Andersen claimed that CHSAA was insisting he be fired as a condition of restoring Sand Creek's eligibility to play in the basketball playoffs.

107. During the termination meeting, Defendants Dorsey and Andersen claimed that CHSAA was insisting that Mr. Harris be fired for a recruiting violation, and that Falcon 49 had no choice but to comply with the demand because Sand Creek needed to be able to participate in the basketball playoffs.

108. Dorsey and Andersen made clear that under no circumstances would the school consider simply not playing in the playoffs, even if it meant firing Mr. Harris for reasons that the Defendants knew to be false.

109. When Mr. Harris explained that it was Defendants Felice and Hawkins – and not him – who had arranged for the boy's transfer, Defendant Dorsey assured Mr. Harris: "we didn't see this as you recruiting." He went on to explain that Andersen did not believe Mr. Harris had recruited Maestas, and that no one in Falcon 49 thought Mr. Harris had violated CHSAA's recruiting rule.

110. Nonetheless, they stated that Falcon 49 was firing him at CHSAA's insistence.

111. Defendant Hawkins, the white head coach who had orchestrated the transfer, was not fired or disciplined in any way for his involvement in the CHSAA violation.

Falcon 49 and CHSAA publish false statements about Mr. Harris, ruining his reputation in the community and irreparably setting back the growth of PLUTO Basketball.

112. To make matters worse, on or about January 31, four (4) days after Mr. Harris's termination, CHSAA published on its website a quotation from Paul Angelico which praised Falcon 49's actions and falsely cast Mr. Harris as unethical and immoral: "This is a shining example of the ethics and morality that make the Association work."

113. The Falcon 49 Defendants proceeded to publish a written statement to Sand Creek basketball parents which falsely blamed Mr. Harris for a recruiting violation, and which contained unfounded attacks on Mr. Harris's character, his ethics, and his morals.

114. Falcon 49's statement read:

Sand Creek High School has withdrawn several players from the varsity boys' basketball team after those students defied an agreement between the Colorado High School Activities Association and the school to correct issues and move forward in an ethical and productive manner.

On Monday, Sand Creek High School and CHSAA announced a resolution to an eligibility violation that occurred in early January. The incident, which Sand Creek self-reported, involved playing an ineligible player in a single game against Palmer High School Jan. 2.

"The school accepted a transfer student, played him in a game, and later discovered that there were some issues with the transfer," said Bert Borgmann, CHSAA assistant commissioner.

Before transferring to Sand Creek, the student attended a 2014 camp organized by former SCHS assistant basketball coach Trey Harris. Under CHSAA prohibitions against recruiting, any contact with a coach prior to a transfer can render a student ineligible.

As part of the school's self-correcting action regarding the CHSAA regulations, Sand Creek administrators relieved Harris of his coaching duties last week. "This is a shining example of the ethics and morality that make the Association work," said Paul Angelico, CHSAA commissioner, in a story on the organization's website about the school's decision.

In response to the school's actions, CHSAA placed Sand Creek on probation for one year. Probation preserves the school's opportunity to participate in CHSAA-sanctioned competition, playoffs, and state championships, but establishes an elevated level of attention on the school's programs.

On Monday, January 30, administrators and coaches met with the varsity basketball team to explain the terms and consequences of the violation and subsequent resolution. They emphasized the ethical and practical importance of complying with the state's governing body and the possible implications of defiance or further violations.

On Feb. 1, prior to a game with Air Academy High School, most of the varsity players wore preprinted shirts reading, "Trey Harris was fired unjustly. #PlayforTrey." Because that sentiment clearly contradicts the school's compliance with CHSAA's expectations, Jared Felice, the school's athletic director, informed CHSAA of the incident.

To demonstrate Sand Creek's desire to comply and support CHSAA standards, Felice and Sean Dorsey, District 49's Sand Creek Zone superintendent, have withdrawn those students from varsity competition for Friday's game against Discovery Canyon High School. Head coach Rob Hawkins is suspended from coaching Friday's game.

"We are disappointed that this demonstration contradicts our school's commitment to comply with CHSAA's standards." said Dorsey. "We intend to work with all athletes and coaches to ensure that our school's representatives meet CHSAA's expectations."

Sand Creek High School has a rich athletic tradition committed to excellence through respect, responsibility and integrity. From the process of hiring coaches, to the life-skills student athletes develop through athletic competition, these values drive Scorpion teams during practices and games. "We expect our coaches to lead programs that exemplify these important principles," said Felice.

"We expect our student athletes to model these character traits on the field of play and in the classroom. We're confident we won't have any additional issues." Sand Creek High School vigorously supports the rights of individual students to freely express their support or opposition to school decisions and policies. We also continue to support the right of the school to require that its teams represent our school's compliance with expectations that benefit all our students and programs.

115. The statement published by Falcon 49 used CHSAA Commissioner Angelico's quotation to bolster its claim that Mr. Harris was an unethical and immoral rogue actor whose termination was justified.

116. Falcon 49's statement, which was subsequently republished by news media outlets, severely damaged Mr. Harris's reputation in the community and set back the growth of PLUTO Basketball substantially.

117. Namely, students stopped training with PLUTO Basketball. For instance, they told Mr. Harris that their parents and coaches had instructed them not to continue training with him because of the controversy surrounding Mr. Harris's alleged involvement in Maestas' transfer.

118. As a result of the significant damage to Mr. Harris's reputation due to the false accusations publicly made against him by the Defendants, Mr. Harris has been forced to change his business model to focus on working with adults, and the growth of his business has been set back substantially.

119. In response to Mr. Harris's termination, on February 1, 2017, all but one of Sand Creek's varsity basketball players protested Mr. Harris's disparate treatment by wearing preprinted shirts to a basketball game which read: "Trey Harris was fired unjustly. #PlayforTrey."

120. Defendants Felice and Hawkins responded by suspending all of those players.

V. LEGAL CLAIMS

FIRST CLAIM FOR RELIEF:

**Race/Color Discrimination in Violation of
Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq.**

(Against Defendant Falcon School District 49)

121. Plaintiff realleges and incorporates by reference all allegations in each and every preceding and subsequent paragraph as if fully set forth herein.

122. During Plaintiff's employment, Defendant Falcon 49 engaged in unlawful discriminatory employment practices by discriminating against Plaintiff with respect to the terms and conditions of his employment based on his race (African-American) and skin color (black).

123. Defendant's unlawful employment practices included, without limitation, disparate treatment and discharge because of Plaintiff's race and color.

124. The effect of these practices deprived Plaintiff of equal employment opportunities and otherwise adversely affected his employment status because of his race and color.

125. These unlawful employment practices were intentional.

126. The unlawful employment practices were done with malice or with reckless indifference to Plaintiff's protected rights under Title VII of the Civil Rights Act of 1964.

SECOND CLAIM FOR RELIEF:

**Race/Color Discrimination in Violation of the
Colorado Anti-Discrimination Act, Colo. Rev. Stat. § 24-34-402(1)(a)**

(Against Defendant Falcon School District 49)

127. Plaintiff realleges and incorporates by reference all allegations in each and every preceding and subsequent paragraph as if fully set forth herein.

128. During Plaintiff's employment, Defendant Falcon 49 engaged in unlawful discriminatory employment practices by discriminating against Plaintiff with respect to the terms and conditions of his employment based on his race (African-American) and skin color (black).

129. Defendant's unlawful employment practices included, without limitation, disparate treatment and discharge because of Plaintiff's race and color.

130. The effect of these practices deprived Plaintiff of equal employment opportunities and otherwise adversely affected his employment status because of his race and color.

131. These unlawful employment practices were intentional.

132. The unlawful employment practices were done with malice or with reckless indifference to Plaintiff's protected rights under the Colorado Anti-Discrimination Act,

THIRD CLAIM FOR RELIEF:

Aiding, Abetting, Inciting, Compelling, and/or Coercing Race/Color Discrimination in Violation of the Colorado Anti-Discrimination Act, Colo. Rev. Stat. § 24-34-402(1)(e)(I)

(Against Defendants Sean Dorsey, Jared Felice, Paul Andersen, Robert Hawkins, CHSAA, and Paul Angelico)

133. Plaintiff realleges and incorporates by reference all allegations in each and every preceding and subsequent paragraph as if fully set forth herein.

134. During Plaintiff's employment, Defendants Dorsey, Felice, Andersen, Hawkins, CHSAA, and Angelico aided, abetted, incited, compelled, or coerced unlawful discriminatory employment practices committed by Defendant Falcon 49, namely Defendant Falcon 49's unlawful discrimination against Plaintiff with respect to the terms and conditions of his employment and disparate treatment based on his race (African-American) and skin color (black).

135. The unlawful employment practices aided, abetted, incited, compelled, or coerced by Defendants Dorsey, Felice, Andersen, Hawkins, CHSAA, and Angelico included, without limitation, disparate treatment and discharge because of Plaintiff's race and color.

136. The effect of these practices deprived Plaintiff of equal employment opportunities and otherwise adversely affected his employment status because of his race and color.

137. These unlawful employment practices were intentional.

138. Defendants Dorsey, Felice, Andersen, Hawkins, CHSAA, and Angelico aided, abetted, incited, compelled, and/or coerced the unlawful employment practices with malice or with reckless indifference to Plaintiff's protected rights under the Colorado Anti-Discrimination Act.

FOURTH CLAIM FOR RELIEF:

Discriminatory Treatment Because of Race in Violation of 42 U.S.C. § 1981

(Against Defendants CHSAA and Paul Angelico)

139. Plaintiff realleges and incorporates by reference all allegations in each and every preceding and subsequent paragraph as if fully set forth herein forth herein.

140. During Mr. Harris's employment, Defendants CHSAA and Angelico engaged in unlawful discriminatory practices against him, including causing him to be terminated from his employment at Defendant Falcon 49, based on his race (African-American).

141. The unlawful employment practices include, without limitation, disparate treatment because of Mr. Harris's race.

142. The effect of these practices deprived Mr. Harris of equal employment opportunities and otherwise adversely affected his employment status because of his race (African-American).

143. These unlawful employment practices were intentional.

144. The unlawful employment practices were done with malice or with reckless indifference to Mr. Harris's federally protected rights.

VI. RELIEF REQUESTED

WHEREFORE, the Plaintiff respectfully requests:

1. That this Court assume jurisdiction;
2. That this Court enter judgment in Plaintiff's favor and against Defendants;
3. That this Court declare the actions of Defendants described in this Complaint to be in violation of Title VII of the Civil Rights Act of 1964, the Colorado Anti-Discrimination Act, and 42 U.S.C. § 1981;
4. That this Court award Plaintiff all appropriate relief at law and equity, including but not limited to back pay with pre-judgment interest, front pay, a gross-up adjustment for taxes and any subrogation interests and all other make whole relief, including all available consequential/compensatory damages;
5. That this Court grant compensatory and consequential damages against Defendants, including but not limited to damages for emotional distress, humiliation, loss of income and enjoyment of life, and other pain and suffering on all claims by law in the amount to be determined at trial against the Defendants, as allowed by law;
6. That this Court grant exemplary and/or punitive damages as allowed by law;
7. That this Court award attorneys' fees and costs of this action, including expert witness fees, on all claims allowed by law;
8. That this Court award pre-judgment and post-judgment interest at the highest

lawful rate; and

9. That this Court award such additional or alternative relief as may be just, proper and equitable.

PLAINTIFF DEMANDS A JURY TRIAL ON ALL ISSUES SO TRIABLE.

Dated this 10th day of September, 2018.

Respectfully submitted,

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