

Executive Director. Plaintiff's parents are divorced and share legal and physical custody of him. Plaintiff lived in Loyalsock Township with his father and his father's fiancé. The relationship ended, and they were forced to leave, as Father's now ex-fiancé owned the house where they had been living. Father searched for a new home in Loyalsock but was unable to find one that he would be able to afford.

Pennsylvania Department of Education generally requires a student to attend school in a district in which he resides. Plaintiff could no longer reside in Loyalsock Township due to his father's loss of housing in the District. Plaintiff's Mother resides in the South Williamsport School District, while Plaintiff's father ultimately secured a new home in Williamsport School District. Accordingly, Plaintiff would be able to attend school in either district due to his parents' shared custody of him.

Defendant has regulations concerning transfers of students between school districts. The purpose of Defendant's rules regarding transfers is "to deter Transfers and/or recruiting which are materially motivated in some way by an athletic purpose."³ Defendant determined that Plaintiff's transfer was not materially motivated in some way by an athletic purpose.⁴ As such, Defendant found him eligible to participate in the regular season but not in the postseason:

If a student transfers after participating in a sport in their 10th grade year, or thereafter, and following completion of such season, transfers to another school, said student is ineligible for participation in the postseason (District championships tournament and thereafter) in that same sport for the subsequent school year. The student, if otherwise eligible, may participate in that sport only during the regular season.⁵

³ Defendant's Bylaws, Article VI, Preamble.

⁴ Defendant's Exh. C is Defendant's determination.

⁵ PIAA ByLaws, Article VI, § 2B.

Plaintiff, accordingly, sought a waiver pursuant to PIAA regulations that would enable him to participate in postseason games. Under PIAA regulations, a waiver could be granted if Plaintiff demonstrated that his transfer to another district “was necessitated by exceptional and unusual circumstances beyond the reasonable control of the student’s family.”⁶

Defendant denied Plaintiff’s request for a waiver.⁷ While Defendant found Plaintiff left Loyalsock as a result of losing his home in the District, Defendant refused to grant the waiver, finding that Plaintiff had not proven he was unable to afford replacement housing in Loyalsock or to pay tuition to attend Loyalsock while living in another district. Defendant contends that Plaintiff should have produced financial documents to demonstrate lack of financial means.⁸

Plaintiff asserts Defendant’s decision is arbitrary and capricious, and filed the within action.

ANALYSIS

The threshold issue for the Court determination is whether judicial interference into the decision of a private association is merited by the facts of the case. Pursuant to the standard articulated by the Pennsylvania Supreme Court in *Harrisburg School District v. Pennsylvania Interscholastic Athletic Ass’n*, the power

⁶ PIAA ByLaws, Article VI, § 2C.

⁷ See Defendant’s Exh. C.

⁸ Once Defendant found that Plaintiff moved out of Loyalsock because he lost his home in the District, the Court is at a loss to understand what possible relevance Plaintiff’s financial condition has. Surely, once a student has lost his home through no fault of his own, where he chooses to go and why he chooses to go there, so long as his decision is not driven by sporting concerns, should be of no concern to Defendant. Moreover, to the extent the Defendant found Plaintiff’s financial condition to be relevant, the only information concerning the same was the testimony from Plaintiff which Defendant does not seem to claim is untrustworthy.

Defendant also notes in its decision that the Plaintiff presented no information concerning “what may have changed in the family’s financial condition since 2020 when the family was able to afford to send ... [Plaintiff] to a private parochial school.” Notably, Defendant seems to have made assumptions about Plaintiff’s resources without any evidence concerning whether Plaintiff paid tuition.

of the judiciary to interfere with the decisions of a private athletic association, specifically the Pennsylvania Interscholastic Athletic Association ("PIAA"), via the grant of a permanent injunction, is strictly limited:

[Judicial] interference is appropriate only under limited circumstances, as where the private association has deprived a member or prospective member of substantial economic or professional advantages or fundamental constitutional rights. We believe that the general rule ... is one of judicial non-interference unless the action complained of is fraudulent, an invasion of property or pecuniary rights, or capricious or arbitrary discrimination.⁹

There is no suggestion of fraud or invasion of property or pecuniary rights here; however, the Court finds that Plaintiff has made a *prima facie* showing that Defendant's decision was arbitrary and capricious. Specifically, once the Defendant made a finding that Plaintiff moved out of Loyalsock because he lost his home in that District through no fault of his own, it becomes extremely difficult for Defendant to maintain that Plaintiff's transfer to another district "was necessitated by" something other than "exceptional and unusual circumstances beyond the reasonable control of the student's family."¹⁰

Having determined as a threshold matter that judicial intervention is warranted, however, the Court must separately consider whether the six essential prerequisites for a preliminary injunction have been satisfied.

The six essential prerequisites that a moving party must demonstrate to obtain a preliminary injunction are as follows: (1) the injunction is necessary to prevent immediate and irreparable harm that cannot be compensated adequately by damages; (2) greater injury would result from refusing the injunction than from granting it, and, concomitantly, the issuance of an injunction will not substantially harm other interested parties in the proceedings; (3) the preliminary injunction will properly restore the parties to their status as it existed immediately prior to the alleged wrongful conduct; (4) the party seeking injunctive relief has a clear right to relief and is likely to

⁹ *Sch. Dist. of City of Harrisburg v. Pennsylvania Interscholastic Athletic Ass'n*, 309 A.2d 353, 357 (Pa. 1973) (citations omitted).

¹⁰ PIAA ByLaws, Article VI, § 2C.

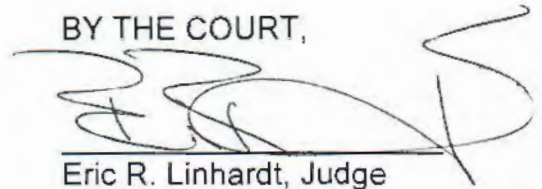
prevail on the merits; (5) the injunction is reasonably suited to abate the offending activity; and, (6) the preliminary injunction will not adversely affect the public interest.¹¹

This Court will deny a request for a preliminary injunction if it finds that any one of the essential prerequisites has not been met.¹²

Here, as Defendant has pointed out, Plaintiff cannot establish that the injunction is necessary to prevent immediate and irreparable harm that cannot be compensated adequately by damages.¹³ As such, Plaintiff has not met one of the threshold requirements for issuance of a preliminary injunction, and his request therefor must be denied. Notwithstanding that, however, Plaintiff may proceed with his underlying action, as the requirement of immediate and irreparable harm is not applicable to permanent injunctive relief.

IT IS SO ORDERED.

BY THE COURT,



Eric R. Linhardt, Judge

ERL/bel

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¹¹ *SEIU Healthcare Pennsylvania v. Com.*, 104 A.3d 495, 501–02 (Pa. 2014) (citing *Warehime v. Warehime*, 860 A.2d 41, 46–47 (Pa. 2004)).

¹² *Eckman v. Erie Ins. Exch.*, 21 A.3d 1203, 1207 (Pa. Super. 2011) (quoting *Summit Towne Centre, Inc. v. Shoe Show of Rocky Mount, Inc.*, 828 A.2d 995, 1000–1001 (Pa. 2003)).

¹³ See, e.g., *Revesz v. Pennsylvania Interscholastic Athletic Ass'n, Inc.*, 798 A.2d 830 (Pa. Commw. 2002) (holding that loss of opportunity to play interscholastic athletics for one year does not constitute irreparable harm, as required for injunction).