

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET

<b>I. (a) PLAINTIFFS</b> ( Check box if you are representing yourself <input type="checkbox"/> )  Melissa Batie-Smoose	<b>DEFENDANTS</b> ( Check box if you are representing yourself <input type="checkbox"/> )  The Board Of Trustees Of The California State University
<b>(b) County of Residence of First Listed Plaintiff</b> _____ <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i>	<b>County of Residence of First Listed Defendant</b> _____ <i>(IN U.S. PLAINTIFF CASES ONLY)</i>
<b>(c) Attorneys (Firm Name, Address and Telephone Number)</b> If you are representing yourself, provide the same information. Mary E. McAlister, State Bar No. 148570 Child & Parental Rights Campaign 5425 Peachtree Pkwy, Suite 110 Norcross, GA 30092 (770) 448-4525	<b>Attorneys (Firm Name, Address and Telephone Number)</b> If you are representing yourself, provide the same information.

<b>II. BASIS OF JURISDICTION</b> (Place an X in one box only.)  <input type="checkbox"/> 1. U.S. Government Plaintiff <input checked="" type="checkbox"/> 3. Federal Question (U.S. Government Not a Party)  <input type="checkbox"/> 2. U.S. Government Defendant <input type="checkbox"/> 4. Diversity (Indicate Citizenship of Parties in Item III)	<b>III. CITIZENSHIP OF PRINCIPAL PARTIES</b> -For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant) <table border="1" style="width:100%"><thead><tr><th></th><th>PTF</th><th>DEF</th><th></th><th>PTF</th><th>DEF</th></tr></thead><tbody><tr><td>Citizen of This State</td><td><input type="checkbox"/> 1</td><td><input type="checkbox"/> 1</td><td>Incorporated or Principal Place of Business in this State</td><td><input type="checkbox"/> 4</td><td><input type="checkbox"/> 4</td></tr><tr><td>Citizen of Another State</td><td><input type="checkbox"/> 2</td><td><input type="checkbox"/> 2</td><td>Incorporated and Principal Place of Business in Another State</td><td><input type="checkbox"/> 5</td><td><input type="checkbox"/> 5</td></tr><tr><td>Citizen or Subject of a Foreign Country</td><td><input type="checkbox"/> 3</td><td><input type="checkbox"/> 3</td><td>Foreign Nation</td><td><input type="checkbox"/> 6</td><td><input type="checkbox"/> 6</td></tr></tbody></table>		PTF	DEF		PTF	DEF	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
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Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

<b>IV. ORIGIN</b> (Place an X in one box only.)							
<input checked="" type="checkbox"/> 1. Original Proceeding	<input type="checkbox"/> 2. Removed from State Court	<input type="checkbox"/> 3. Remanded from Appellate Court	<input type="checkbox"/> 4. Reinstated or Reopened	<input type="checkbox"/> 5. Transferred from Another District (Specify) _____	<input type="checkbox"/> 6. Multidistrict Litigation - Transfer	<input type="checkbox"/> 8. Multidistrict Litigation - Direct File	

<b>V. REQUESTED IN COMPLAINT: JURY DEMAND:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Check "Yes" only if demanded in complaint.)	
<b>CLASS ACTION under F.R.Cv.P. 23:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>MONEY DEMANDED IN COMPLAINT:</b> \$ _____

<b>VI. CAUSE OF ACTION</b> (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.) Sex and employment discrimination under 42 U.S.C. § 2000e, et seq. ("Title VII") and Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 et seq. ("Title IX").	
<b>Does this case involve claimed Lemon Law violations of the federal Magnuson-Moss Warranty Act and/or the California Song-Beverly Consumer Warranty Act?</b> YES NO	

<b>VII. NATURE OF SUIT</b> (Place an X in one box only.)					
<b>OTHER STATUTES</b> <input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust  <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/Etc. <input type="checkbox"/> 460 Deportation  <input type="checkbox"/> 470 Racketeer Influenced & Corrupt Org. <input type="checkbox"/> 480 Consumer Credit 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV  <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Admin. Procedures Act/Review of Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes	<b>CONTRACT</b> <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Vet.) <input type="checkbox"/> 153 Recovery of Overpayment of Vet. Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise  <b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment	<b>REAL PROPERTY CONT.</b> <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property  <b>TORTS</b> <b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions  <b>TORTS</b> <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability  <b>BANKRUPTCY</b> <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157  <b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input checked="" type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 American with Disabilities-Employment <input type="checkbox"/> 446 American with Disabilities-Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty  <b>Other:</b> <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee Conditions of Confinement  <b>FORFEITURE/PENALTY</b> <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other  <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Ret. Inc. Security Act	<b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 (DTSA)  <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405 (g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405 (g))  <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609

FOR OFFICE USE ONLY:

Case Number:



**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET**

**VIII. VENUE:** Your answers to the questions below will determine the division of the Court to which this case will be initially assigned. This initial assignment is subject to change, in accordance with the Court's General Orders, upon review by the Court of your Complaint or Notice of Removal.

<b>QUESTION A: Was this case removed from state court?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "no," skip to Question B. If "yes," check the box to the right that applies, enter the corresponding division in response to Question E, below, and continue from there.	STATE CASE WAS PENDING IN THE COUNTY OF:		INITIAL DIVISION IN CACD IS:
	<input type="checkbox"/> Los Angeles, Ventura, Santa Barbara, or San Luis Obispo		Western
	<input type="checkbox"/> Orange		Southern
	<input type="checkbox"/> Riverside or San Bernardino		Eastern

  

<b>QUESTION B: Is the United States, or one of its agencies or employees, a PLAINTIFF in this action?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "no," skip to Question C. If "yes," answer Question B.1, at right.	<b>B.1.</b> Do 50% or more of the defendants who reside in the district reside in Orange Co.?  <i>check one of the boxes to the right</i> ➡	<input type="checkbox"/> YES. Your case will initially be assigned to the Southern Division. Enter "Southern" in response to Question E, below, and continue from there.  <input type="checkbox"/> NO. Continue to Question B.2.
<b>B.2.</b> Do 50% or more of the defendants who reside in the district reside in Riverside and/or San Bernardino Counties? (Consider the two counties together.)  <i>check one of the boxes to the right</i> ➡	<input type="checkbox"/> YES. Your case will initially be assigned to the Eastern Division. Enter "Eastern" in response to Question E, below, and continue from there.  <input type="checkbox"/> NO. Your case will initially be assigned to the Western Division. Enter "Western" in response to Question E, below, and continue from there.	

  

<b>QUESTION C: Is the United States, or one of its agencies or employees, a DEFENDANT in this action?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "no," skip to Question D. If "yes," answer Question C.1, at right.	<b>C.1.</b> Do 50% or more of the plaintiffs who reside in the district reside in Orange Co.?  <i>check one of the boxes to the right</i> ➡	<input type="checkbox"/> YES. Your case will initially be assigned to the Southern Division. Enter "Southern" in response to Question E, below, and continue from there.  <input type="checkbox"/> NO. Continue to Question C.2.
<b>C.2.</b> Do 50% or more of the plaintiffs who reside in the district reside in Riverside and/or San Bernardino Counties? (Consider the two counties together.)  <i>check one of the boxes to the right</i> ➡	<input type="checkbox"/> YES. Your case will initially be assigned to the Eastern Division. Enter "Eastern" in response to Question E, below, and continue from there.  <input type="checkbox"/> NO. Your case will initially be assigned to the Western Division. Enter "Western" in response to Question E, below, and continue from there.	

  

QUESTION D: Location of plaintiffs and defendants?	A. Orange County	B. Riverside or San Bernardino County	C. Los Angeles, Ventura, Santa Barbara, or San Luis Obispo County
Indicate the location(s) in which 50% or more of <i>plaintiffs who reside in this district</i> reside. (Check up to two boxes, or leave blank if none of these choices apply.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Indicate the location(s) in which 50% or more of <i>defendants who reside in this district</i> reside. (Check up to two boxes, or leave blank if none of these choices apply.)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

  

<b>D.1. Is there at least one answer in Column A?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  If "yes," your case will initially be assigned to the SOUTHERN DIVISION.  Enter "Southern" in response to Question E, below, and continue from there.  If "no," go to question D2 to the right.      ➡	<b>D.2. Is there at least one answer in Column B?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  If "yes," your case will initially be assigned to the EASTERN DIVISION.  Enter "Eastern" in response to Question E, below.  If "no," your case will be assigned to the WESTERN DIVISION. Enter "Western" in response to Question E, below.      ↓
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QUESTION E: Initial Division?	INITIAL DIVISION IN CACD
Enter the initial division determined by Question A, B, C, or D above: ➡	Western

  

<b>QUESTION F: Northern Counties?</b>
Do 50% or more of plaintiffs or defendants in this district reside in Ventura, Santa Barbara, or San Luis Obispo counties? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No



UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET**IX(a). IDENTICAL CASES:** Has this action been previously filed in this court?☒ NO☐ YES

If yes, list case number(s): \_\_\_\_\_

**IX(b). RELATED CASES:** Is this case related (as defined below) to any civil or criminal case(s) previously filed in this court?☒ NO☐ YES

If yes, list case number(s): \_\_\_\_\_

**If yes, you must file a Notice of Related Cases. See Local Rule 83-1.3.****Civil cases** are related when they (check all that apply):

- ☐ A. Arise from the same or a closely related transaction, happening, or event;
- ☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
- ☐ C. For other reasons would entail substantial duplication of labor if heard by different judges.

Note: That cases may involve the same patent, trademark, or copyright is not, in itself, sufficient to deem cases related.

**A civil forfeiture case and a criminal case** are related when they (check all that apply):

- ☐ A. Arise from the same or a closely related transaction, happening, or event;
- ☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
- ☐ C. Involve one or more defendants from the criminal case in common and would entail substantial duplication of labor if heard by different judges.

**X. STATEWIDE OR NATIONWIDE RELIEF:** Does this case seek to bar or mandate enforcement of a state or federal law and seek declaratory or injunctive relief on a statewide or nationwide basis?☒ NO☐ YES**If yes, see Local Rule 83-11 for additional requirements.****XI. SIGNATURE OF ATTORNEY  
(OR SELF-REPRESENTED LITIGANT):**

/s/Mary E. McAlister

DATE: 9/19/25

**Notice to Counsel/Parties:** The submission of this Civil Cover Sheet is required by Local Rule 3-1. This Form CV-71 and the information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. For more detailed instructions, see separate instruction sheet (CV-071A).

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405 (g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))



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\*(Applications for Admission phv pending)  
 Attorneys for Plaintiff, Melissa Batie-Smoose

**UNITED STATES DISTRICT COURT**

**CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

MELISSA BATIE-SMOOSE,	)	<b>NO.</b>
PLAINTIFF,	)	<b>COMPLAINT FOR EMPLOYMENT</b>
v.	)	<b>AND SEX DISCRIMINATION AND</b>
	)	<b>RETALIATION</b>
THE BOARD OF TRUSTEES OF	)	
THE CALIFORNIA STATE UNIVERSITY)	)	
(ON BEHALF OF SAN JOSE STATE	)	<b>JURY TRIAL DEMANDED</b>
UNIVERSITY),	)	
DEFENDANT	)	



1 Plaintiff, Melissa Batie-Smoose, by and through undersigned counsel, brings this action  
2 against Defendant, The Board of Trustees of the California State University (“CSU”), to enforce  
3 the provisions of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et  
4 seq. (“Title VII”) and Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 et seq.  
5 (“Title IX”).

## 6 **I. JURISDICTION AND VENUE**

7 1. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §  
8 1331, as this case arises under the laws of the United States, specifically Title VII and Title IX.

9 2. Jurisdiction is also proper under 42 U.S.C. § 2000e-5(f)(3), which provides for  
10 original jurisdiction in federal district courts for actions brought under Title VII.

11 3. Venue is proper in the United States District Court for the Central District of  
12 California pursuant to 28 U.S.C. § 1391(b), 42 U.S.C. § 2000e-5(f)(3), and 20 U.S.C. § 1681(a)  
13 because the Defendant, The Board of Trustees of the California State University (“CSU”),  
14 resides in and conducts business in this district.

15 4. Plaintiff, Melissa Batie-Smoose, has satisfied all administrative prerequisites to  
16 filing this action under Title VII, including the timely filing of a charge of discrimination with  
17 the Equal Employment Opportunity Commission on April 30, 2025, and receipt of a Notice of  
18 Right to Sue dated July 17, 2025.

19 5. No administrative exhaustion is required for Plaintiff’s claims under Title IX.  
20 Defendant is a recipient of federal funds within the meaning of Title IX and is subject to its  
21 provisions.



## **II. PARTIES**

6. Melissa Batie-Smoose (“Plaintiff”) is a female individual and at all relevant times was a resident of Scotts Valley, California. At all relevant times, Plaintiff was employed as the Associate Head Coach for the Women’s Volleyball team at San Jose State University.

7. CSU (on behalf of San Jose State University) is a public university and a constituent institution of the California State University system, organized and existing under the laws of the State of California. Defendant maintains its principal place of business at 401 Golden Shore, Long Beach, CA 90802, and is an employer within the meaning of Title VII, 42 U.S.C. § 2000e(b), employing more than fifteen (15) employees. Defendant is a recipient of federal financial assistance within the meaning of Title IX, 20 U.S.C. § 1681(a), and is subject to Title IX and other federal anti-discrimination laws. At all relevant times, Defendant was acting as an employer with respect to Plaintiff’s employment.

## **III. INTRODUCTION**

8. This is an action for employment discrimination and retaliation brought by Plaintiff Melissa Batie-Smoose against Defendant the Board of Trustees of the California State University under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq., and Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 et seq.

9. Plaintiff is a seasoned women’s collegiate volleyball coach who, on March 1, 2024, accepted reappointment to the position of Associate Head Coach for the Women’s Volleyball team at San Jose State University (“SJSU”). After relocating her family to California, Plaintiff discovered that, unbeknownst to her at the time of her original hiring, on or around January 22, 2023, the then head coach Trent Kersten had recruited, signed and awarded an athletic



1 scholarship to a male athlete, identifying as a woman, to play on the SJSU women's NCAA  
2 Division 1 volleyball team.

3 10. Upon learning of the presence of a male athlete on the women's team and  
4 observing related conduct by the head coach and SJSU administration, Plaintiff raised concerns  
5 regarding sex discrimination and the integrity of the SJSU women's volleyball team and women's  
6 sports in general.

7 11. In October 2024, Plaintiff filed a complaint against SJSU, the Mountain West  
8 Conference, and the National Collegiate Athletic Association ("NCAA"), alleging discrimination  
9 based on sex and retaliation in violation of Title IX of the Educational Amendments Act of 1972  
10 regarding transgender eligibility policies. Plaintiff's complaints and opposition to these practices  
11 constituted protected activity under both Title VII and Title IX.

12 12. Section 901(a) of Title IX of the Education Amendments of 1972, 20 U.S.C.  
13 §1681(a), provides that "[n]o person in the United States shall, on the basis of sex, be excluded  
14 from participation in, be denied the benefits of, or be subject to discrimination under any  
15 education program or activity receiving Federal financial assistance."

16 13. The regulations of the United States Department of Education implementing Title  
17 IX provide, in relevant part, "no person shall, on the basis of sex, be excluded from participation  
18 in, be denied the benefits of, or be subjected to discrimination under any academic,  
19 extracurricular, research, occupational training or other education programs or activity operated  
20 by a recipient which received Federal financial assistance." 34 C.F.R. §106.31(a).

21 14. Plaintiff's advocacy for the rights of female athletes and the integrity of women's  
22 sports was consistent with the core purpose of Title IX, which is to ensure equal opportunities,  
23 access to and fairness for females in educational programs and activities, including athletics.



1 Defendant's adverse actions against Plaintiff for this advocacy undermine the statutory  
2 protections intended by Congress and threaten to chill the willingness of coaches and others to  
3 enforce sex equality in collegiate athletics.

4 15. Additionally, a male coach on the team who supported the male transgender athlete  
5 was not disciplined or subjected to adverse action for direct violations of Title IX in recruiting a  
6 male athlete to play as a female, failing to inform the female players of a male being on the team,  
7 sharing locker rooms and overnight accommodations with female players, further evidencing  
8 Defendant's discriminatory and retaliatory motive and undermining the statutory purpose of Title  
9 IX.

10 16. Shortly after Plaintiff's protected activity—her opposition to what she reasonably  
11 believed to be sex discrimination against the female athletes and her filing of a Title IX  
12 complaint—Defendant suspended Plaintiff on November 1, 2024, and then terminated her  
13 employment on or around January 31, 2025.

14 17. Punishing coaches for raising concerns about the fairness and integrity of women's  
15 sports not only harms the individual advocate but also undermines the enforcement of Title IX's  
16 mandate and has a chilling effect on those who seek to protect sex equality in collegiate athletics,  
17 contrary to public policy and the statutory objectives of Title IX.

18 18. Defendant's actions in suspending and terminating Plaintiff were not based on her  
19 job performance but were in direct retaliation for her opposition to sex discrimination and her  
20 advocacy for the fairness and equal access to programs, services, and activities for female athletes.

21 19. Defendant's conduct constitutes unlawful employment discrimination based on  
22 sex and unlawful retaliation for engaging in protected activity, in violation of both Title VII and



1 Title IX, and further undermines the statutory purpose of Title IX to protect and advance the rights  
2 of female athletes.

3 20. As a result of Defendant's conduct, Plaintiff seeks all available remedies under  
4 Title VII and Title IX, including but not limited to reinstatement, back pay, compensatory  
5 damages, attorney's fees and costs, to the extent permitted by law, punitive damages, and  
6 injunctive relief as no previous application for injunctive relief sought herein has been made to  
7 this Court and if this Court does not grant the injunctive relief sought herein then Plaintiff will be  
8 irreparably harmed because no plain, adequate, or complete remedy at law is available to Plaintiff  
9 to redress all the wrongs addressed herein.

#### 10 **IV. FACTUAL ALLEGATIONS**

11 21. On or about March 1, 2024, Plaintiff Melissa Batie-Smoose accepted an offer of  
12 employment from Defendant, the Board of Trustees of the California State University, to serve  
13 as the Associate Head Coach for the Women's Volleyball team at San Jose State University  
14 ("SJSU").

15 22. The employment contract provided for an annual salary plus bonuses based upon  
16 performance metrics of the team, and incentives for Plaintiff to elevate the ranking of the  
17 Woman's Volleyball team. (See Exhibit A, at paragraph. 2.) Exhibit A is a true and correct copy  
18 of the employment contract between SJSU and Plaintiff ("Employment Contract").

19 23. The Employment Contract required Plaintiff to "provide full support and abide by  
20 the CSU and SJSU commitment to gender equity in education, including athletics and its full  
21 compliance with Title IX of the Education Amendment to the Civil Rights Act of 1964." (See  
22 Exhibit A, at paragraph 8.).



1           24.     Plaintiff understood that equity referred to sex as set forth in Title IX. Under the  
2 terms of the Employment Contract Plaintiff would be the assistant coach under Head Coach Todd  
3 Kress, with whom she had coached in 2006, and 2019 through 2022. The two were both offered  
4 coaching positions at SJSU.

5           25.     In reliance on Defendant's employment offer, Plaintiff relocated her family across  
6 the country to San Jose, California, to commence her employment with SJSU, with the  
7 understanding and expectation that she would be coaching a women's collegiate volleyball team  
8 comprised of female athletes. This expectation was rooted in Plaintiff's longstanding commitment  
9 to the statutory purpose of Title IX: ensuring equal access to educational programs, services, and  
10 activities, including opportunities and fairness for female athletes in collegiate sports.

11           26.     Defendant is a recipient of federal financial assistance and operates educational  
12 programs, services, and activities at SJSU that are subject to the requirements of Title IX of the  
13 Education Amendments of 1972.

14           27.     At the time Plaintiff accepted the position, she was not informed by Defendant or  
15 its agents that the then head coach, Trent Kersten, had actively recruited a male athlete, identifying  
16 as "transgender," to join the women's volleyball team in 2022. This male joined the women's  
17 volleyball team. This omission was material to Plaintiff's understanding of the position and to the  
18 integrity of the women's volleyball program.

19           28.     After beginning her employment at SJSU, Plaintiff observed that one player on the  
20 women's volleyball team exhibited athletic abilities that were markedly different from the other  
21 players on the women's volleyball team.

22           29.     Upon further inquiry, Plaintiff learned that this individual was a male who  
23 identified as "transgender" and had been recruited to play on the women's volleyball team.



1           30. In April of 2024, Reduxx, an on-line widely circulated publication, revealed that  
2       Blaire Fleming, a male, was playing on SJSU's women's volleyball team. Following that expose,  
3       Blaire Fleming, along with SJSU Administrator Laura Alexander and Michelle Smith McDonald,  
4       and Todd Kress, informed his teammates of his "transgender" status.

5           31. Plaintiff became concerned that the inclusion of a male athlete on the women's  
6       team, as well as other related conduct, actions and decisions by the head coach, Todd Kress, and  
7       SJSU administration, constituted sex discrimination under both Title VII and Title IX, and that  
8       such inclusion undermined the statutory purpose of Title IX to assure equal access to programs,  
9       services and activities and to protect the integrity and fairness of women's sports.

10          32. During her tenure as Associate Head Coach, Plaintiff observed that Head Coach  
11       Todd Kress consistently provided preferential treatment to the male athlete, Blaire Fleming, over  
12       female student-athletes on the SJSU women's volleyball team. This preferential and  
13       discriminatory conduct by Todd Kress included:

14           a. Top female recruit, Elle Patterson, who Head Coach Todd Kress had  
15           convinced to transfer from Fairfield University where Plaintiff and Todd Kress  
16           had coached her on its women's team, was denied the opportunity to play both  
17           indoor and beach volleyball, while Fleming was allowed to participate in both  
18           sports despite having never played beach volleyball before.

19           b. Patterson, who played the same position as Fleming, was told she would not  
20           receive a scholarship due to injury for her first year but was promised one for  
21           future years; however, this promise was later withdrawn, and Patterson was  
22           forced to pay out-of-state tuition and ultimately left the team. In contrast,



1 Fleming retained a full athletic scholarship throughout the same season, even  
2 though Fleming missed more games due to injury than did Patterson.

3 c. Fleming was routinely permitted to violate team rules without discipline,  
4 including skipping practices, failing to wear team uniforms, and leaving the  
5 team hotel without permission during away games. Female athletes were held  
6 to stricter standards and disciplined for similar conduct, while Fleming was  
7 not.

8 33. In late September 2024, the Co-Captain of the volleyball team, Brooke Slusser,  
9 joined a lawsuit against the NCAA for its policy allowing males to compete in women's sports  
10 stemming from the participation of male Blaire Fleming on the SJSU women's volleyball team.  
11 Slusser spoke publicly about Fleming's sex on The Megyn Kelly Show on October 13, 2024,  
12 and Outkick on September 20, 2024.

13 34. In October 2024, Fleming, along with other team members, met with a player from  
14 an opposing team the night before SJSU had a scheduled game against the opposing team.  
15 Fleming provided a copy of the SJSU scouting report to the opposing team player and discussed  
16 "throwing the game" and targeting a teammate, Brooke Slusser, for injury. Slusser had raised  
17 concerns about a male athlete competing on the women's team. During the game, Plaintiff  
18 personally observed Fleming fail to block as required and wink at the opposing player, consistent  
19 with the pre-game plan. Despite Todd Kress' knowledge of these actions, no discipline was  
20 imposed on Fleming or the other athletes involved.

21 35. Throughout the 2023 and 2024 seasons, Plaintiff and other staff were repeatedly  
22 instructed by SJSU administrators, Laura Alexander and Michelle Smith McDonald, not to  
23 disclose Fleming's sex or "transgender" status to anyone on or off the team. Female athletes on



1 the team were warned that discussing Fleming’s participation could be considered “transphobic”  
2 and a violation of Title IX or school policy, thereby threatening their scholarships and team  
3 status. These repeated warnings created an environment of fear and intimidation, causing  
4 female athletes to remain silent about their concerns.

5 36. Despite attempts to intimidate and silence the female athletes on the team, co-  
6 captain Brooke Slusser and other athletes nonetheless raised concerns about fairness, equal access  
7 to activities, and personal safety. In response, Slusser and other female athletes were ostracized,  
8 threatened with loss of scholarship, and subjected to derogatory comments by Todd Kress. After  
9 Slusser raised concerns, Kress ceased interacting and communicating directly with her. Kress  
10 instructed Plaintiff to communicate with Slusser on his behalf and spoke derogatorily about  
11 Slusser to other players.

12 37. Despite Plaintiff’s and others’ reports of serious misconduct, harassment, and  
13 discrimination—including allegations of game-fixing and targeting a teammate for injury—SJSU  
14 administration failed to investigate allegations of said conduct or take any appropriate action,  
15 further evidencing the university’s indifference to the rights and safety of female athletes.

16 38. In October 2024, Plaintiff filed a formal Title IX complaint with SJSU, alleging  
17 discrimination based on sex and specifically raising concerns regarding the participation of a male  
18 on the SJSU women’s volleyball team and the treatment of female athletes. Plaintiff’s advocacy  
19 and complaints about sex discrimination in the administration of the women’s volleyball program  
20 directly affected her employment and the terms and conditions of her job.

21 39. Plaintiff’s complaint and opposition to these practices constituted protected  
22 activity under both Title VII and Title IX, in that she opposed practices that she reasonably



1 believed to be unlawful sex discrimination in employment and in the operation of federally funded  
2 educational programs.

3 40. Shortly after Plaintiff engaged in protected activity, on or about November 1,  
4 2024, Defendant suspended Plaintiff from her position as Associate Head Coach, claiming, *inter*  
5 *alia*, that she had violated Fleming's private information, despite the knowledge of his sex being  
6 well-published in the media, and confirmed and revealed by Fleming himself.

7 41. On or about January 31, 2025, Defendant terminated Plaintiff's employment. The  
8 stated or implied reason for Plaintiff's termination was not related to her job performance or  
9 qualifications, but it was instead the contents of her personnel action file, which included her  
10 opposition to sex discrimination in the SJSU's women's volleyball program and her filing of a  
11 formal Title IX complaint to protect the rights of female athletes. SJSU's assertion that Plaintiff's  
12 contract had expired is a pretext for her termination because SJSU's non-renewal of her contract  
13 was motivated by her protected activity, was retaliatory, and constitutes an adverse employment  
14 action under both Title VII and Title IX. At all relevant times, Alexander made it clear to the  
15 players and Plaintiff that they were not to discuss Blaire Fleming's "transgender" status outside  
16 of the team, that none of them had any recourse of having a male on the team, and that their  
17 scholarships could be lost.

18 42. At all relevant times, Plaintiff was a highly qualified and experienced women's  
19 collegiate volleyball coach, having coached at the collegiate level since 2005. Additionally,  
20 SJSU's own documentation states that Plaintiff's first employee evaluation was "Meets  
21 Standards" overall, with only a single "Needs Improvement" in "Professionalism/Individual  
22 Development." This is not a negative evaluation and does not, on its face, support non-renewal.  
23 Plaintiff's performance was satisfactory, and the later escalation to a "Needs Improvement"



1 overall rating in her 2024-2025 evaluation (completed by Kress) occurred only after Plaintiff's  
2 protected activity. Even the criticisms cited in that evaluation were minor, subjective, or arose  
3 only after Plaintiff's protected activity.

4 43. During her tenure at SJSU, Plaintiff was instructed or pressured by SJSU  
5 administration and/or the head coach to accept the inclusion of a male on the women's team, to  
6 provide preferential treatment to the male athlete, and to conceal the fact that a male was  
7 participating on the women's team.

8 44. On or about April 17, 2024, immediately after the ReduXX article was published  
9 exposing Fleming's sex, Plaintiff and Laura Alexander discussed the matter, with Plaintiff, who  
10 again voiced her opposition to having a male on the women's team. Plaintiff was instructed that  
11 if she did not agree to the decision, she needed to leave the team. During a subsequent call with  
12 the coaching staff and the administrators, Michelle McDonald reiterated that they (the coaching  
13 staff) needed to support the Defendant's decision to have a "trans-identified" male on the team,  
14 and they should leave the team if they disagreed.

15 45. Plaintiff objected to these instructions and practices and advocated for the dignity,  
16 fairness, integrity, and safety of women's sports in furtherance of Title IX's statutory mandate.  
17 Likewise, Plaintiff's suspension for disclosing student information to the media by sharing her  
18 Title IX complaint was in furtherance of her protected activity to report discrimination and only  
19 occurred after the same or similar information had already been in the public domain in press  
20 articles since April 2024, and at least seven games had been forfeited by other women's teams  
21 that refused to compete against a trans-identified male player.

22 46. On January 20, 2025, President Trump signed Executive Order 14168,  
23 Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the



1 Federal Government. Accordingly, transgender is not a protected class under Title IX. See 90  
 2 Fed. Reg. 8516 (Jan. 30, 2025). *See also, Tennessee v. Cardona*, 762 F. Supp. 3d 615 (E.D. Ky.  
 3 2025)

4 47. Plaintiff's advocacy for the rights of female athletes and her efforts to protect the  
 5 integrity of women's sports were consistent with the core purpose of Title IX, which was enacted  
 6 to ensure equal access to programs, services and activities including athletic opportunities for  
 7 women and to prevent sex-based discrimination in federally funded educational programs.

8 48. Defendant's actions in suspending and terminating Plaintiff were motivated by her  
 9 opposition to sex discrimination and her protected advocacy for the statutory rights of female  
 10 athletes, and they constitute unlawful discrimination and retaliation in violation of Title VII and  
 11 Title IX.

12 49. As a result of Defendant's conduct in violation of both Title VII and Title IX,  
 13 Plaintiff has suffered and continues to suffer lost wages, loss of professional reputation and  
 14 opportunities, emotional distress, and other damages.

## 15 **V. LEGAL CLAIMS UNDER TITLE VII**

### 16 **Count I: Sex Discrimination in Violation of Title VII (42 U.S.C. § 2000e-2(a))**

17 50. Plaintiff realleges and incorporates by reference the factual allegations in all  
 18 preceding paragraphs as though fully set forth herein.

19 51. Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e-2(a), makes it  
 20 unlawful for an employer to discriminate against any individual with respect to compensation,  
 21 terms, conditions, or privileges of employment on the basis of such individual's sex.

22 52. At all relevant times, Plaintiff was an employee of Defendant within the meaning  
 23 of Title VII, and Defendant was an employer subject to Title VII.



1           53. Plaintiff was qualified for her position as Associate Head Coach for the Women's  
2 Volleyball team at San Jose State University and performed her duties satisfactorily.

3           54. Defendant, by and through its agents and employees, engaged in unlawful  
4 employment practices by subjecting Plaintiff to adverse employment actions, including  
5 suspension and termination, on the basis of her sex and/or because she opposed practices that she  
6 reasonably believed constituted sex discrimination.

7           55. Defendant's conduct altered the terms, conditions, and privileges of Plaintiff's  
8 employment and resulted in her wrongful termination.

9           56. As a direct and proximate result of Defendant's unlawful actions, Plaintiff has  
10 suffered and continues to suffer lost wages, loss of professional reputation and opportunity,  
11 emotional distress, and other damages.

12           57. Defendant's actions were willful, intentional, and/or taken with reckless disregard  
13 for Plaintiff's federally protected rights.

14           58. Other coaches who did not oppose the inclusion of a biological male on the  
15 women's volleyball team or who did not advocate for the rights of female athletes, were not  
16 subjected to suspension, termination or any discriminatory actions as was Plaintiff. Todd Kress,  
17 the male head coach, who knew a male was participating on the women's team and sharing locker  
18 rooms and overnight accommodations with female athletes, made allowances for and to Blaire  
19 Fleming not afforded to female players, and was not disciplined, suspended or terminated nor  
20 subjected to allegations of violating Title IX.

21           **Count II: Retaliation in Violation of Title VII (42 U.S.C. § 2000e-3(a))**

22           59. Plaintiff realleges and incorporates by reference the factual allegations in all  
23 preceding paragraphs as though fully set forth herein.



1           60. Title VII, 42 U.S.C. § 2000e-3(a), prohibits employers from discriminating against  
2 any employee because the employee has opposed any practice made unlawful by Title VII, or  
3 because the employee has made a charge, testified, assisted, or participated in any manner in an  
4 investigation, proceeding, or hearing under Title VII.

5           61. Plaintiff engaged in protected activity under Title VII by opposing and reporting  
6 what she reasonably believed to be sex-based discrimination in the administration and operation  
7 of the women's volleyball program at SJSU, including filing a Title IX complaint against SJSU.

8           62. Shortly after engaging in this protected activity and in direct retaliation for engaging  
9 in the activity, Plaintiff was subjected to adverse employment actions by Defendant, including  
10 suspension and termination.

11           63. Plaintiff's protected activity, *i.e.*, advocating for the rights of the female players on  
12 her team and opposing and reporting sex-based discrimination in Defendant's education programs  
13 in and before September 2024 was a direct and proximate cause of adverse employment actions  
14 taken by Defendant on November 1, 2024 and January 31, 2025.

15           64. Defendant's actions constitute unlawful retaliation in violation of Title VII and  
16 would dissuade a reasonable employee from making complaints of discrimination.

17           65. As a direct and proximate result of Defendant's retaliatory conduct, Plaintiff has  
18 suffered and continues to suffer lost wages, loss of professional reputation and opportunities,  
19 emotional distress, and other damages.

20           66. Defendant's retaliatory actions were willful, intentional, and/or taken with reckless  
21 disregard for Plaintiff's federally protected rights.



## VI. LEGAL CLAIMS UNDER TITLE IX

### **Count III: Sex Discrimination in Violation of Title IX (20 U.S.C. § 1681 et seq.)**

67. Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 et seq., prohibits discrimination on the basis of sex in any education program or activity receiving federal financial assistance.

68. At all relevant times, Defendant was a recipient of federal funds within the meaning of Title IX and operated educational programs, services and activities covered by Title IX.

69. Plaintiff was employed by Defendant in an education program or activity receiving federal financial assistance. Plaintiff's opposition to the inclusion of a biological male on the women's team and her advocacy for the statutory rights of female athletes were in furtherance of Title IX's core purpose to ensure equal opportunities and fairness for women in educational athletics.

70. Defendant, by and through its agents and employees, engaged in unlawful practices by subjecting Plaintiff to adverse employment actions, including suspension and termination, on the basis of her sex and/or because she opposed practices that she reasonably believed constituted sex-based discrimination. Plaintiff's advocacy for the statutory rights of female athletes and the integrity of women's sports was in furtherance of Title IX's core purpose to ensure equal opportunities and fairness for women in educational athletics.

71. The male head coach who supported the inclusion of the "transgender" athlete and advocated on behalf of and demonstrated preferential treatment of the male "transgender" athlete was not disciplined or terminated, while Plaintiff was suspended and terminated for opposing the same conduct. This disparate treatment is strong evidence of Defendant's discriminatory intent



1 and demonstrates selective enforcement of Defendant's policies against those who advocate for  
2 the statutory rights of female athletes.

3 72. As a direct and proximate result of Defendant's unlawful actions, Plaintiff has  
4 suffered and continues to suffer lost wages, loss of professional reputation and opportunities,  
5 emotional distress, and other damages.

6 73. Defendant's actions were willful, intentional, and/or taken with reckless disregard  
7 for Plaintiff's federally protected rights.

8 **Count IV: Retaliation in Violation of Title IX (20 U.S.C. § 1681 et seq.)**

9 74. Plaintiff realleges and incorporates by reference the factual allegations of all  
10 preceding paragraphs as though fully set forth herein.

11 75. Title IX prohibits retaliation against any individual for opposing sex  
12 discrimination or for participating in any manner in an investigation, proceeding, or hearing under  
13 Title IX. The Ninth Circuit has repeatedly recognized that retaliation for advocacy in furtherance  
14 of Title IX's statutory purpose is actionable under Title IX. See, e.g., *Campbell v. Hawaii Dep't*  
15 *of Educ.*, 892 F.3d 1005, 1012–14 (9th Cir. 2018); *Doe v. Regents of the Univ. of Cal.*, 23 F.4th  
16 930, 936–37 (9th Cir. 2022); *Emeldi v. Univ. of Oregon*, 698 F.3d 715, 724–25 (9th Cir. 2012);  
17 *Oden v. N. Marianas Coll.*, 440 F.3d 1085, 1088–89 (9th Cir. 2006).

18 76. Plaintiff engaged in protected activity under Title IX by opposing and reporting  
19 what she reasonably believed to be sex-based discrimination in Defendant's education programs  
20 or activities, including filing a formal Title IX complaint with SJSU. Plaintiff's advocacy for the  
21 statutory rights of female athletes and the integrity of women's sports was consistent with the  
22 core purpose of Title IX to ensure equal opportunities and fairness for women in educational  
23 athletics.



1           77.     Shortly after engaging in this protected activity, Plaintiff was subjected to adverse  
2 employment actions by Defendant, including suspension and termination.

3           78.     Defendant's actions in punishing Plaintiff for her advocacy for the rights of female  
4 athletes and the integrity of women's sports undermines the statutory protections intended by  
5 Congress in Title IX and has a chilling effect on other coaches, staff and players who might  
6 otherwise seek to enforce or advocate for sex equality in collegiate athletics in response to conduct  
7 that is contrary to public policy and the statutory objectives of Title IX.

8           79.     Plaintiff's protected activity, *i.e.*, advocacy for the rights of the female players on  
9 her team and opposing and reporting sex-based discrimination in Defendant's education programs  
10 in and before September 2024 was a direct and proximate cause of adverse employment actions  
11 taken by Defendant on November 1, 2024 and January 31, 2025,

12           80.     As a direct and proximate result of Defendant's retaliatory conduct, Plaintiff has  
13 suffered and continues to suffer lost wages, loss of professional reputation and opportunities,  
14 emotional distress, and other damages.

15           81.     Defendant's retaliatory actions were willful, intentional, and/or taken with reckless  
16 disregard for Plaintiff's federally protected rights.

17                           **VII PRAYER FOR RELIEF**

18           WHEREFORE, Plaintiff Melissa Batie-Smoose respectfully requests that the Court enter  
19 judgment in her favor and against Defendant the Board of Trustees of the California State  
20 University, and award the following relief:

21           **Reinstatement** to Plaintiff's former position as Associate Head Coach for the Women's  
22 Volleyball team at San Jose State University, or to a comparable position, with all attendant rights,  
23 benefits, and seniority, or, in the alternative, an award of front pay in lieu of reinstatement;



**Back pay** for lost wages, salary, employment benefits, and other compensation denied or lost to Plaintiff as a result of Defendant's unlawful conduct, in an amount to be determined at trial.

**Compensatory damages** for emotional distress, pain and suffering, loss of professional reputation and opportunities, and other non-economic losses caused by Defendant's discrimination and retaliation, in an amount to be determined at trial, subject to the statutory caps and limitations of Title VII and Title IX;

**Punitive damages** to the extent permitted by law, and only as available under Title VII, for Defendant's willful, intentional, and/or reckless disregard of Plaintiff's federally protected rights;

**Injunctive relief** prohibiting Defendant from engaging in further unlawful employment practices in violation of Title VII and Title IX, and requiring Defendant to implement appropriate policies, training, and monitoring to prevent future discrimination and retaliation and protect advocacy for the statutory rights of female athletes and ensure that employees are not retaliated against for raising concerns about sex-based discrimination or for advocating for the integrity and fairness of women's sports;

**Pre-judgment and post-judgment interest** as allowed by law; [OBJ]

**Attorney's fees and costs** incurred in connection with this action, pursuant to 42 U.S.C. § 2000e-5(k), 42 U.S.C. § 1988(b), and other applicable law, including Title VII and Title IX;

**Such other and further relief** as the Court deems just and proper.

## VII. JURY DEMAND

Plaintiff hereby demands a trial by jury on all claims and issues so triable pursuant to Rule 38 of the Federal Rules of Civil Procedure and Section 102 of the Civil Rights Act of 1991, 42



1 U.S.C. § 1981 (a), including all claims brought under Title VII of the Civil Rights Act of 1964  
2 and Title IX of the Education Amendments of 1972.

3 Dated September 19, 2025

4 /s/ Mary E. McAlister

5 Mary E. McAlister, SBN 148570  
6 Child & Parental Rights Campaign  
7 5425 Peachtree Pkwy, Suite 110  
8 Norcross, GA 30092  
9 (770) 448-4525  
10 [mmcalister@childparentrights.org](mailto:mmcalister@childparentrights.org)

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17  
18 Jennifer Kennedy, State Bar No. 185406  
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20 Sierra Madre, CA 91025-7076  
21 (626) 888-2263  
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24 Ernest G. Trakas (MO Bar No. 33813) \*  
25 Vernadette R. Broyles (GA Bar No. 593026)\*  
26 Kevin R. Smith (KY Bar No. 97083)\*  
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33 [Ksmith@childparentrights.org](mailto:Ksmith@childparentrights.org)

34  
35 (Applications for Admission phv pending)  
36 Attorneys for Plaintiff, Melissa Batie-Smoose  
37  
38  
39



## **EXHIBIT A**





Division of Intercollegiate Athletics

One Washington Square - San José, CA 95192-0062

San José State University

Phone: 408.924.1200  
www.sjsuspartans.com**Revised to include incentive verbiage**

February 28, 2024

Melissa Batie-Smoose  
Associate Head Coach Women's Volleyball  
SAN JOSE STATE UNIVERSITY

Dear Melissa:

On behalf of President Cynthia Teniente-Matson, I am pleased to offer you a reappointment to the position of Associate Head Coach for Women's Volleyball at San Jose State University. In addition to the applicable provisions of the policies of the California State University ("CSU") and San Jose State University ("SJSU"), your appointment includes the following:

1. Your appointment is at the classification of Coaching Specialist (1.0 FTEF), Classification Code 2379, Exempt, and carries an annual salary of \$67,872, payable over 12 months at \$5,656 per month. This classification is subject to the terms and working conditions stated in the Collective Bargaining Agreement ("CBA") between CSU and the California Faculty Association ("CFA"), Unit 3 - Faculty.
2. In addition to the salary stated above, the Tower Foundation shall pay you supplemental compensation from the Spartan Athletics Donor Fund # 034-6200-1082 as follows \$1,428 per month or \$17,136 on an annual basis.

The Tower Foundation shall pay the Employee incentive compensation from the Women's Volleyball Fund #034-6200-0258 as indicated below if the following criteria are met.

Incentive Compensation Criterion:

- a) Employee will receive \$5,000 if the Women's Indoor Volleyball team's final ranking is in the top six of the MWC and qualifies for the MWC Tournament.
  - b) Employee will receive \$5,000 if the Women's Indoor Volleyball team's overall middle attack percentage improves from .216%.
  - c) Employee will receive \$5,000 if the Women's Indoor Volleyball team's final ranking in team block sets is in the top six of the MWC.
3. You will be represented by the California Faculty Association, a union of more than 29,000 professors, lecturers, librarians, counselors and coaches who teach in the California State University system. As stated by CFA, "In classrooms on the 23 CSU campuses, CFA members



work hard to teach our students. To join as an active member with rights to vote and engage fully on behalf of yourself and others, go to: <https://www.calfac.org/join-cfa>.”

4. This appointment is subject to the statutes, collective bargaining agreements, policies, and procedures of SJSU, including, but not limited to, the right of SJSU to transfer, assign, reassign, layoff, and discipline. It is specifically understood by the parties that San Jose State University retains the right to assign or reassign you to other positions with other duties during the term of this appointment.
5. You will receive pay raises that the state budget process and collective bargaining agreements provide for your rank during the term of your appointment.
6. Athletic coach appointments are temporary by nature, expire at the end of the term stated, and do not establish any future appointment rights. The position of Associate Head Coach for Women’s Volleyball, as is the case with all coaching positions, does not qualify for or lead to tenure but may be extended on an annual basis. The effective dates of this appointment shall be from February 1, 2024, to January 31, 2025.
7. As Associate Head Coach for Women’s Volleyball, you will report to the Volleyball Head Coach. Your performance will be evaluated annually by the Volleyball Head Coach. Please note that the university policy relating to appointment and evaluation for temporary faculty can be found at Article 15 of the CBA<sup>1</sup> and at University Policy S10-7.<sup>2</sup> The attached evaluation form lists the criteria on which you will be evaluated.
8. In addition to other administrative or teaching duties that the Volleyball Head Coach may assign, the duties and responsibilities of the Associate Head Coach for Women’s Volleyball are as follows:

Evaluate, recruit, train, and coach student-athletes to compete successfully against major college competition in a quality volleyball program.

Determine scouting schedules for high school and college games.

Interview prospective players, their parents, and coaches.

Contact media, alumni, and civic groups.

Work to integrate sports into the whole spectrum of academic life to complement SJSU’s educational mission.

Work within the rules, regulations, guidelines, and policies of SJSU’s athletic department.

Keep public statements complimentary to the athletics program and to SJSU.

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<sup>1</sup> Article 15 is available at: <https://www2.calstate.edu/csu-system/faculty-staff/labor-and-employee-relations/Documents/unit3-cfa/article15.pdf>

<sup>2</sup> University Policy S10-7 is available at: <http://www.sjsu.edu/senate/S10-7.htm>



Make every effort to ensure that all student athletes' academic requirements are met, including the development and implementation of a Coach's Academic Plan (CAP) for the volleyball team.

Prepare players for each competition and each season with dedication.

Establish and maintain a frequent and systematic program of personal communication with SJSU's student body, alumni and community supporters.

Maintain reasonable discipline and be fair and empathetic and develop a positive relationship with the student-athletes while motivating them to excellence in all aspects of life, including athletic and non-athletic endeavors.

Maintain a professional, collegial, mature, and rational demeanor and attitude at all times.

Work to integrate intercollegiate athletics into the whole spectrum of academic life to complement the University and its mission in the community.

Work within the confines of all rules, regulations, guidelines, policies, and procedures of the Athletics Department and to ensure that those staff members within his/her charge do so as well.

Advance the efforts of the Athletics Department and the University toward diversity and gender equity. Provide full support and abide by the CSU and SJSU commitment to gender equity in education, including athletics, and its full compliance with Title IX of the Education Amendments to the Civil Rights Act of 1964. You will fully support and abide by the CSU and San Jose State University commitment to maintain a working and learning environment where every student, employee and community member is treated with dignity and respect. You will support and comply with SJSU commitment to maintain a safe and healthy living and learning environment for everyone.

9. It is the policy of SJSU that all of its programs in intercollegiate athletics be operated in accordance with NCAA, Mountain West Conference and SJSU policies and procedures. A violation of any law, rule, regulation, constitutional provision, bylaw, or interpretation of SJSU, the Mountain West Conference, or the NCAA by you or student-athletes in the volleyball program, which violation may, in the reasonable and good faith judgment of SJSU, reflect adversely upon SJSU or its athletics program, including any violation which may result in SJSU being placed on probation by the Mountain West Conference or the NCAA and including any violation which may have occurred during your prior employment at another NCAA member institution may lead to formal disciplinary action up to and including dismissal.
10. While employed by SJSU as Associate Head Coach for Women's Volleyball, you may engage in outside employment, but only upon the following terms and conditions:
  - a. You may own, work for, or otherwise be associated with a private sports camp or clinic. You may request to use University facilities administered by University personnel for such sports camps. Use of University facilities by you will require that the sports camp pay the University an appropriate fee for the use of the facility. Camps and clinics must be operated in accordance with NCAA rules and regulations. In addition, you



understand that you are responsible for ensuring that camps and clinic activities comply with California State Ethics law.

- b. Any outside employment shall not interfere with the full and complete performance by you of your duties and obligations as a SJSU employee, recognizing always that your primary obligations lie with SJSU and its students.
  - c. Prior to engaging in any outside employment, you shall obtain written approval from the Compliance Office and the Director of Athletics, which approval shall not be unreasonably withheld.
  - d. In no event shall you accept or receive directly or indirectly any monies, benefit, or any other gratuity whatsoever from any person, corporation, SJSU affiliated or non-affiliated booster club or alumni association if such action would violate state, NCAA legislation or the constitution, bylaws, rules and regulations or interpretations of the NCAA and/or the Mountain West Conference, or SJSU policies.
  - e. Any outside employment is independent of your employment with SJSU and SJSU shall have no responsibility or liability for any claims arising there from. In no case shall SJSU be liable to you for the loss of any collateral business opportunities or any other benefits, perquisite or income resulting from activities such as, but not limited to, camps, clinics, media appearances, apparel or shoe contracts, automobile, tickets, consulting relationships or from any other source due to SJSU's reassignment or termination of your employment. You agree to hold harmless and indemnify SJSU from all suits, claims, demands, damages, liability, penalties, costs and expenses, including reasonable attorney fees, arising in any manner from your earning or attempting to earn outside income.
  - f. You shall report annually to the Compliance Office through the Director of Athletics all athletically-related income from sources outside SJSU and SJSU, upon request, shall have reasonable access to all records necessary to verify such reports.
11. If another coaching opportunity is presented to you or should you be interested in another coaching position during your employment with SJSU, you must notify the Director of Athletics of such opportunity or interest and permission must be given to you by the Director of Athletics before any discussion can be held by you and the anticipated coaching position principals, which permission shall not be unreasonably withheld.
12. This letter of appointment completes and exhausts present SJSU commitments and voids any previous agreements between us. No commitment exists beyond those in this letter of appointment.

Proof of eligibility for employment, required by the U.S. Department of Homeland Security, Bureau of Citizenship and Immigration Services, must be furnished to University Personnel before work is performed.

Appointments are contingent upon completion of all appointment documents. These documents include transcripts, appropriate recommendations and references, completed SC-1 and I-9 forms, written



acknowledgment as a mandated reporter under the California Child Abuse and Neglect Reporting Act and the oath of allegiance required of all persons employed by the State of California.

If you decide to accept this offer, please indicate in the space below and return the original of this letter to me. By accepting you certify that you have legal authority to be employed for the term of this appointment. A copy is provided for your records.

Sincerely,

DocuSigned by:

Jeff Konya

DE06FBE2B30D424...

Jeff Konya

Director of Athletics

2/28/2024

Date \_\_\_\_\_

My signature below manifests my acceptance of the position as offered in this letter.

DocuSigned by:

Melissa Batie-Smoose

D85C7FDDDA1D4D9

Signed

Melissa Batie-Smoose

3/1/2024

Date \_\_\_\_\_

**For the Tower Foundation**

DocuSigned by:

Robin Reynolds

58704E87E5CE472

Robin Reynolds

COO - SJSU Tower Foundation

3/1/2024

Date \_\_\_\_\_



## **EXHIBIT A**





Division of Intercollegiate Athletics

One Washington Square - San José, CA 95192-0062

San José State University

Phone: 408.924.1200  
www.sjsuspartans.com**Revised to include incentive verbiage**

February 28, 2024

Melissa Batie-Smoose  
Associate Head Coach Women's Volleyball  
SAN JOSE STATE UNIVERSITY

Dear Melissa:

On behalf of President Cynthia Teniente-Matson, I am pleased to offer you a reappointment to the position of Associate Head Coach for Women's Volleyball at San Jose State University. In addition to the applicable provisions of the policies of the California State University ("CSU") and San Jose State University ("SJSU"), your appointment includes the following:

1. Your appointment is at the classification of Coaching Specialist (1.0 FTEF), Classification Code 2379, Exempt, and carries an annual salary of \$67,872, payable over 12 months at \$5,656 per month. This classification is subject to the terms and working conditions stated in the Collective Bargaining Agreement ("CBA") between CSU and the California Faculty Association ("CFA"), Unit 3 - Faculty.
2. In addition to the salary stated above, the Tower Foundation shall pay you supplemental compensation from the Spartan Athletics Donor Fund # 034-6200-1082 as follows \$1,428 per month or \$17,136 on an annual basis.

The Tower Foundation shall pay the Employee incentive compensation from the Women's Volleyball Fund #034-6200-0258 as indicated below if the following criteria are met.

Incentive Compensation Criterion:

- a) Employee will receive \$5,000 if the Women's Indoor Volleyball team's final ranking is in the top six of the MWC and qualifies for the MWC Tournament.
  - b) Employee will receive \$5,000 if the Women's Indoor Volleyball team's overall middle attack percentage improves from .216%.
  - c) Employee will receive \$5,000 if the Women's Indoor Volleyball team's final ranking in team block sets is in the top six of the MWC.
3. You will be represented by the California Faculty Association, a union of more than 29,000 professors, lecturers, librarians, counselors and coaches who teach in the California State University system. As stated by CFA, "In classrooms on the 23 CSU campuses, CFA members



work hard to teach our students. To join as an active member with rights to vote and engage fully on behalf of yourself and others, go to: <https://www.calfac.org/join-cfa>.”

4. This appointment is subject to the statutes, collective bargaining agreements, policies, and procedures of SJSU, including, but not limited to, the right of SJSU to transfer, assign, reassign, layoff, and discipline. It is specifically understood by the parties that San Jose State University retains the right to assign or reassign you to other positions with other duties during the term of this appointment.
5. You will receive pay raises that the state budget process and collective bargaining agreements provide for your rank during the term of your appointment.
6. Athletic coach appointments are temporary by nature, expire at the end of the term stated, and do not establish any future appointment rights. The position of Associate Head Coach for Women’s Volleyball, as is the case with all coaching positions, does not qualify for or lead to tenure but may be extended on an annual basis. The effective dates of this appointment shall be from February 1, 2024, to January 31, 2025.
7. As Associate Head Coach for Women’s Volleyball, you will report to the Volleyball Head Coach. Your performance will be evaluated annually by the Volleyball Head Coach. Please note that the university policy relating to appointment and evaluation for temporary faculty can be found at Article 15 of the CBA<sup>1</sup> and at University Policy S10-7.<sup>2</sup> The attached evaluation form lists the criteria on which you will be evaluated.
8. In addition to other administrative or teaching duties that the Volleyball Head Coach may assign, the duties and responsibilities of the Associate Head Coach for Women’s Volleyball are as follows:

Evaluate, recruit, train, and coach student-athletes to compete successfully against major college competition in a quality volleyball program.

Determine scouting schedules for high school and college games.

Interview prospective players, their parents, and coaches.

Contact media, alumni, and civic groups.

Work to integrate sports into the whole spectrum of academic life to complement SJSU’s educational mission.

Work within the rules, regulations, guidelines, and policies of SJSU’s athletic department.

Keep public statements complimentary to the athletics program and to SJSU.

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<sup>1</sup> Article 15 is available at: <https://www2.calstate.edu/csu-system/faculty-staff/labor-and-employee-relations/Documents/unit3-cfa/article15.pdf>

<sup>2</sup> University Policy S10-7 is available at: <http://www.sjsu.edu/senate/S10-7.htm>



Make every effort to ensure that all student athletes' academic requirements are met, including the development and implementation of a Coach's Academic Plan (CAP) for the volleyball team.

Prepare players for each competition and each season with dedication.

Establish and maintain a frequent and systematic program of personal communication with SJSU's student body, alumni and community supporters.

Maintain reasonable discipline and be fair and empathetic and develop a positive relationship with the student-athletes while motivating them to excellence in all aspects of life, including athletic and non-athletic endeavors.

Maintain a professional, collegial, mature, and rational demeanor and attitude at all times.

Work to integrate intercollegiate athletics into the whole spectrum of academic life to complement the University and its mission in the community.

Work within the confines of all rules, regulations, guidelines, policies, and procedures of the Athletics Department and to ensure that those staff members within his/her charge do so as well.

Advance the efforts of the Athletics Department and the University toward diversity and gender equity. Provide full support and abide by the CSU and SJSU commitment to gender equity in education, including athletics, and its full compliance with Title IX of the Education Amendments to the Civil Rights Act of 1964. You will fully support and abide by the CSU and San Jose State University commitment to maintain a working and learning environment where every student, employee and community member is treated with dignity and respect. You will support and comply with SJSU commitment to maintain a safe and healthy living and learning environment for everyone.

9. It is the policy of SJSU that all of its programs in intercollegiate athletics be operated in accordance with NCAA, Mountain West Conference and SJSU policies and procedures. A violation of any law, rule, regulation, constitutional provision, bylaw, or interpretation of SJSU, the Mountain West Conference, or the NCAA by you or student-athletes in the volleyball program, which violation may, in the reasonable and good faith judgment of SJSU, reflect adversely upon SJSU or its athletics program, including any violation which may result in SJSU being placed on probation by the Mountain West Conference or the NCAA and including any violation which may have occurred during your prior employment at another NCAA member institution may lead to formal disciplinary action up to and including dismissal.
10. While employed by SJSU as Associate Head Coach for Women's Volleyball, you may engage in outside employment, but only upon the following terms and conditions:
  - a. You may own, work for, or otherwise be associated with a private sports camp or clinic. You may request to use University facilities administered by University personnel for such sports camps. Use of University facilities by you will require that the sports camp pay the University an appropriate fee for the use of the facility. Camps and clinics must be operated in accordance with NCAA rules and regulations. In addition, you



understand that you are responsible for ensuring that camps and clinic activities comply with California State Ethics law.

- b. Any outside employment shall not interfere with the full and complete performance by you of your duties and obligations as a SJSU employee, recognizing always that your primary obligations lie with SJSU and its students.
  - c. Prior to engaging in any outside employment, you shall obtain written approval from the Compliance Office and the Director of Athletics, which approval shall not be unreasonably withheld.
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Sincerely,

DocuSigned by:

Jeff Konya

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Jeff Konya

Director of Athletics

2/28/2024

Date \_\_\_\_\_

My signature below manifests my acceptance of the position as offered in this letter.

DocuSigned by:

Melissa Batie-Smoose

D85C7FDDDA1D4D9

Signed

Melissa Batie-Smoose

3/1/2024

Date \_\_\_\_\_

**For the Tower Foundation**

DocuSigned by:

Robin Reynolds

58704E87E5CE472

Robin Reynolds

COO - SJSU Tower Foundation

3/1/2024

Date \_\_\_\_\_