

1 Joseph R. Saveri (State Bar No. 130064)
David H. Seidel (State Bar No. 307135)
2 JOSEPH SAVERI LAW FIRM, LLP.
601 California Street, Suite 1505
3 San Francisco, California 94108
Telephone: (415) 500-6800
4 Facsimile: (415) 395-9940
Email: jsaveri@saverilawfirm.com
5 dseidel@saverilawfirm.com

ELECTRONICALLY FILED
Superior Court of California
County of Sonoma
3/7/2025 12:28 PM
By: Angela Mendia, Deputy Clerk

6 Stuart G. Gross (State Bar No. 251019)
Ross A. Middlemiss (State Bar No. 323737)
7 GROSS KLEIN PC
The Embarcadero
8 Pier 9, Suite 100
9 San Francisco, CA 94111
Telephone: (415) 671-4628
10 Facsimile: (415) 480-6688
Email: sgross@grosskleinlaw.com
11 rmiddlemiss@grosskleinlaw.com

12
13 *Attorneys for Plaintiffs Vincent Lencioni,*
Janae Schwan, Wyivee Binda, Joseph Sotelo,
14 *Mason Hanshaw, Abbey Healy, and Jose Rios*

15 SUPERIOR COURT OF CALIFORNIA
16 COUNTY OF SONOMA

18 VINCENT LENCIONI, JANA E SCHWAN,
19 WYIEVEE BINDA, JOSEPH SOTELO, MASON
20 HANSHAW, ABBEY HEALY, and JOSE RIOS

21 Plaintiffs,

22 v.

23 EMILY CUTRER in her individual and official
24 capacity as Interim President of Sonoma State
University, MILDRED GARCIA in her official
25 capacity as Chancellor of The California State
University, SONOMA STATE UNIVERSITY, and
26 THE CALIFORNIA STATE UNIVERSITY
BOARD OF TRUSTEES,

27 Defendants.
28

Case No. 25CV01328

VERIFIED PETITION FOR WRIT OF
MANDATE (CCP § 1085) AND COMPLAINT
FOR INJUNCTIVE AND DECLARATORY
RELIEF

TABLE OF CONTENTS

1

2 INTRODUCTION 1

3 PARTIES 5

4 I. PLAINTIFFS 5

5 II. DEFENDANTS 12

6 A. Emily Cutrer in Her Individual and Official Capacity as Interim President of
7 Sonoma State University..... 12

8 B. Mildred Garcia in Her Official Capacity as Chancellor of The California State
9 University..... 12

10 C. Sonoma State University..... 13

11 D. The California State University Board of Trustees 13

12 JURISDICTION AND VENUE..... 13

13 FACTUAL BACKGROUND 13

14 I. SONOMA STATE UNIVERSITY AND ATHLETICS 13

15 II. SONOMA STATE’S ENROLLMENT, BUDGET, AND REVENUES 15

16 III. STUDENT ATHLETES AND THE RECRUITMENT PROCESS 16

17 IV. INTERIM PRESIDENT CUTRER’S TENURE AT SONOMA STATE 17

18 V. THE JANUARY 22, 2025 DECISION CUTTING ACADEMIC PROGRAMS AND
19 ATHLETICS 17

20 VI. THE RAMIFICATIONS OF THE DECISIONS 20

21 VII. INTERIM PRESIDENT CUTRER’S AND CHANCELLOR GARCIA’S
22 KNOWLEDGE PRIOR TO JANUARY 22, 2025 21

23 VIII. DEFENDANTS’ FAILURE TO ABIDE BY CSU AND SONOMA STATE
24 REGULATIONS 22

25 IX. DEFENDANTS’ DECISION IS ARBITRARY AND CAPRICIOUS AND IS NOT
26 SUPPORTED BY SUBSTANTIAL EVIDENCE..... 26

27 X. FEDERAL DEPARTMENT OF EDUCATION FINANCIAL REPORTING
28 CONTRADICTS INTERIM PRESIDENT CUTRER’S PURPORTED \$3.7 MILLION
IN SAVINGS..... 29

FIRST CAUSE OF ACTION..... 30

SECOND CAUSE OF ACTION..... 34

THIRD CAUSE OF ACTION 35

1 FOURTH CAUSE OF ACTION.....36
2 FIFTH CAUSE OF ACTION37
3 SIXTH CAUSE OF ACTION.....37
4 SEVENTH CAUSE OF ACTION39
5 PRAYER FOR RELIEF.....42

6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

INTRODUCTION

1
2 1. Plaintiffs Vincent Lencioni, Wyievee Binda, Janae Schwan, Joseph Sotelo, Mason
3 Hanshaw, Abbey Healy, and Jose Rios are seven NCAA Division II student athletes at Sonoma State
4 University. They bring this complaint on behalf of themselves and on behalf of all students and student
5 athletes at Sonoma State. Plaintiffs presently are not seeking damages. Instead, they seek mandamus
6 and injunctive relief to arrest the damage caused by Defendants' January 22, 2025 Decision (the
7 "Decision") to cancel all athletic programs and multiple academic programs at Sonoma State
8 University, and to prevent the irreparable harm the Decision will wreak on Plaintiffs and current and
9 future students. Plaintiffs respectfully urge the Court to take necessary judicial action to stop
10 Defendants from unlawfully cutting athletics and numerous academic programs, severely damaging the
11 college careers of countless Sonoma State students.

12 2. On January 22, 2025, just two days into the Spring semester, life at Sonoma State
13 suddenly and abruptly changed. All students, faculty, staff and coaches received an email letter (the
14 "Letter") from Interim President Emily Cutrer. The Letter stated that due to budget constraints and a
15 drop in enrollment, the interim President was gutting Sonoma State University. Twenty-two academic
16 programs were being eliminated. Six entire departments were being shuttered. Multiple departments
17 were being consolidated. Hundreds of professors and lecturers were being fired. And Sonoma State was
18 eliminating its entire athletics program, including all 13 NCAA Division II athletic programs.

19 3. The news was shocking and sent the entire campus reeling. Faculty found out they were
20 being fired; students found out that their majors were being cut; student athletes found out that they
21 would no longer be student athletes.

22 4. The news was so traumatic and jarring that Sonoma State quickly set up trauma services
23 for students and faculty to address the aftermath of their own decision.

24 5. There was also significant and immediate backlash over the Decision, as students,
25 student athletes, and faculty immediately protested the Decision. In response to the backlash, Interim
26 President Cutrer and Sonoma State administrators immediately went into damage control, setting up
27 town halls and conducting interviews with the media. Defendants' messaging through these multiple
28 public sessions doubled down on the Decision. Defendants asserted that Sonoma State had a \$24

1 million budget deficit, that the elimination of numerous academic programs and all athletics would save
2 the school substantial money, and that the drastic cuts were necessary to ensure that Sonoma State's
3 expenses did not exceed its revenue.

4 6. But what Defendants have not said, and have tried to conceal, is that Defendants knew
5 they would be making such drastic cuts well in advance of January 22. Defendants knew they would be
6 eliminating numerous academic programs and knew they would be eliminating all athletic programs
7 months prior. Yet despite having this information and knowing that the Decision was extremely
8 material to students' lives, Defendants failed to disclose that information. In fact, Defendants even went
9 so far as to continue to recruit student athletes to Sonoma State sports teams at the same time that
10 Defendants knew there would be no more sports teams.

11 7. Defendants knew that student athletes were giving up numerous opportunities to play
12 college sports at other universities. Defendants knew that if they told Plaintiffs and other student
13 athletes about the coming decision, that Plaintiffs and other student athletes would choose not to come
14 to Sonoma State. Yet despite knowing all that, Defendants still went out and continued recruiting
15 Plaintiffs and other student athletes to Sonoma State without ever disclosing that they were about to
16 eliminate all athletics.

17 8. By failing to disclose that these drastic cuts were coming and allowing coaches to
18 continue to recruit Plaintiffs and other student athletes, Defendants defrauded Plaintiffs and other
19 student athletes into coming to Sonoma State and paying tuition, before pulling the rug out from under
20 them. Had Plaintiffs and other student athletes known that Sonoma State was about to eliminate all
21 athletics, they would not have turned down other opportunities and would have made different
22 decisions about their lives. Indeed, Defendants have admitted that they were aware that once the
23 Decision was handed down, numerous students and student athletes would seek to leave Sonoma State
24 and enrollment would go down.

25 9. Where a student attends college is one of the most important decisions of their lives. The
26 school, location, degrees offered, academic programs, size, culture, and sports are all incredibly
27 important to a person's decision of where to attend college and will have a substantial impact on how
28 the college experience translates into their own professional and life-long trajectory. Substantial

1 research has consistently shown that a person's college experience is highly correlated to their
2 professional trajectory and life-long earnings potential.

3 10. This Decision severely impacts these Plaintiffs and other student athletes who are now
4 immediately forced into an untenable position: Do they seek to transfer to another school to continue
5 their life-long athletic career, or do they stay at Sonoma State and completely give up their athletic
6 aspirations? What if they cannot transfer, or could only transfer to a school that does not offer the major
7 they want to pursue? Some student athletes are attending Sonoma State to live with or care for family
8 members and cannot simply transfer to another institution.

9 11. There is no question that this Decision, which was dropped on all students two days after
10 the spring semester started, irreparably harms these Plaintiffs and countless other students and student
11 athletes. Moreover, had Defendants informed students at the earliest possible opportunity, the damage
12 would have been far less severe. Indeed, these Plaintiffs and so many other student athletes turned
13 down other opportunities to come to Sonoma State. Had they known about the Decision when
14 Defendants knew about it, they could have protected themselves and made different decisions.
15 Defendants' fraudulent conduct precluded Plaintiffs from making an informed decision about one of the
16 most important times of their lives.

17 12. Further, Defendants' Decision to gut Sonoma State did not comply with the law in
18 multiple ways. Thus, mandamus is required, and the Decision must be immediately set aside until
19 regulatory compliance is achieved.

20 13. By statute, the California State University system is managed by the CSU Board of
21 Trustees, which is a California state agency. The Board of Trustees governs the state universities by
22 passing and adopting regulations. By regulation, the Trustees have delegated substantial authority to the
23 Chancellor of the CSU and each president of each campus of the CSU system, including the president
24 of Sonoma State. But that delegation of authority is not unlimited. The Trustees have long recognized
25 that the discontinuation of academic degree programs has the potential to cause substantial and serious
26 damage to enrolled students and the state. Thus, the Trustees have long implemented certain procedural
27 requirements that must be followed before any academic degree programs are discontinued. Those
28

1 procedural safeguards require that each CSU adopt policies for discontinuing academic degree
2 programs, and further that any discontinuation must adhere to certain procedural safeguards.

3 14. In unilaterally reaching the Decision, Defendants violated numerous procedural
4 regulations, including failing to seek broad consultation with enrolled students, and failing to hold
5 hearings in the academic senate before discontinuing the twenty two academic programs.

6 15. Interim President Cutrer, Sonoma State, and Chancellor Garcia violated these procedural
7 safeguards, including failing to engage in any “broad consultation” with enrolled students or the
8 academic senate so that the Decision could be kept private and would not be disclosed to Plaintiffs or
9 other students. On information and belief, this was intentionally done so that Plaintiffs and other
10 student athletes would stay at Sonoma State for the spring 2025 semester.

11 16. Moreover, the Decision is also unlawful because it is arbitrary and capricious and
12 lacking in any substantial evidence.

13 17. The Decision claims that eliminating Athletics at Sonoma State will save the university
14 “\$3.7 million.” But the Decision fails to provide even a shred of evidence in support of that claim, and
15 it is contradicted by independent financial analysis, as well as Sonoma State’s own financial
16 information submitted to the Department of Education.

17 18. Defendants’ fraudulent conduct, and intentional failure to abide by the procedural
18 safeguards required before gutting Sonoma State academic and athletic programs, are all part of a
19 pattern and practice of degrading the core mission of the CSU system and harming the quality of
20 student’s educational experiences while increasing administrative compensation and budgets.

21 19. While the Decision stated that it was discontinuing numerous academic programs and
22 eliminating all athletics ostensibly to balance the budget, Interim President Cutrer has admitted that the
23 top administrative positions and departments were spared substantial cuts. Yet the primary reason that
24 Sonoma State faces a budget deficit to begin with is because Sonoma State leadership failed to maintain
25 Sonoma State’s enrollment and failed to downsize the administration as enrollment declined.

26 20. Interim President Emily Cutrer, for example, makes \$381,408 per year and receives
27 \$6,000 per month in additional housing and transportation benefits. The top leadership at Sonoma State
28 make similar amounts. Chancellor Mildred Garcia makes \$795,000 per year coupled with \$80,000 in

1 annual deferred comp, \$12,000 in yearly car allowance, and \$96,000 a year in housing allowance. Her
2 total annual compensation is roughly \$983,000. Her salary and total package represent an almost 30%
3 increase from former Chancellor Joseph Castro.

4 21. Cutrer, Garcia, and other top Sonoma State and CSU administrators have been
5 personally enriched from the CSU system despite failing their fundamental mandate as stewards of one
6 of the greatest public university systems in the country. They have failed to protect the CSU's core
7 public missions to advance knowledge and prepare citizens to contribute to California's schools,
8 economy, culture, and future.¹ Instead, the leadership and administration of Sonoma State and the CSU
9 system have sought to preserve their own salaries and benefits—even at the expense of the CSU's core
10 mission. The January 22 Decision plainly demonstrates that trend and shows that Defendants have acted
11 as though the CSU administrators' power is unchecked.

12 22. By failing to abide by the mandatory regulations which would have required
13 transparency and disclosure, Defendants were able to keep the decision hidden until just two days after
14 the spring semester began.

15 23. Plaintiffs' college careers are being imploded by leaders who have shown that they will
16 destroy the core mission of the CSU system before they take a pay cut.

17 24. This action seeks to hold Defendants accountable to the students whose college careers
18 hang in the balance. Without injunctive relief, Plaintiffs and other students will be irreparably harmed at
19 a critical time in their lives.

20 PARTIES

21 I. Plaintiffs

22 25. **Vincent Lencioni** is a citizen of California from Santa Rosa and a junior on the Sonoma
23 State NCAA Division II baseball team. He has two years left of his four-years of NCAA eligibility. He
24 is majoring in communications studies.

25
26
27 ¹ See The Mission of the California State University, available at <http://calstate.edu/csu-system/about-the-csu/Pages/mission.aspx#:~:text=%E2%80%8B%E2%80%8BI.,the%20university%20and%20its%20communities>.

1 26. In the spring of 2024, Lencioni was a baseball player at Napa Junior College. He was
2 then recruited by several schools, including a school in Iowa as well as Sonoma State. After numerous
3 recruitment efforts by Sonoma State to encourage and induce Lencioni to attend Sonoma State,
4 Lencioni turned down the opportunity to attend college and play baseball in Iowa. Lencioni valued
5 Sonoma State because he grew up in Santa Rosa and attended Sonoma State sports games since he was
6 a child. He knew of Sonoma State’s strong reputation in baseball and other sports.

7 27. Based on these recruitment efforts, and the inducements and promises made, Lencioni
8 completed all of the credits necessary at Santa Rosa Junior College to earn his Associated Degree so
9 that he could transfer to Sonoma State. Lencioni applied to Sonoma State in the fall of 2024, and was
10 accepted at Sonoma State in October 2024. He enrolled at Sonoma State for the Spring 2025 semester
11 and began training and playing with the Sonoma State baseball team in January 2025.

12 28. Sonoma State was aware that a key reason Lencioni decided to attend Sonoma State was
13 because he was recruited to play baseball and because he would have the opportunity to play for the
14 Sonoma State Seawolves for the remainder of his athletic eligibility. Had Sonoma State not recruited
15 him, he would have attended another school.

16 29. The Decision leaves Lencioni with an impossible choice: Does he try to transfer, again,
17 to another school to play his final year of baseball, but give up the amazing connections and academic
18 opportunities at Sonoma State? Or does he abandon his athletic career to stay at Sonoma State, which
19 has always been the best fit for him and his family?

20 30. Although Lencioni is not sure what to do next, he knows that if Sonoma State had
21 informed him of the Decision to eliminate athletics sooner, he would have been able to make different
22 choices and would not be forced into this damaging situation.

23 31. **Janae Schwan** is a citizen of California from Santa Rosa and a sophomore on the
24 Sonoma State NCAA Division II women’s soccer team. She has three years left of her four-years of
25 NCAA eligibility. She is a kinesiology major.

26 32. Plaintiff Schwan initially attended Chico State and played soccer for the Chico State
27 women’s soccer team from fall 2023 to fall 2024. After she completed her first year of eligibility with
28 the Chico State women’s soccer team in the fall of 2024, Schwan decided to transfer to Sonoma State.

1 She entered the transfer portal in November, 2024, and was quickly recruited by Sonoma State.
2 Sonoma State recruited and encouraged Schwan to transfer to Sonoma State and assured her a place on
3 the Sonoma State women’s soccer team.

4 33. Schwan was particularly drawn to Sonoma State because she grew up in Santa Rosa and
5 knew firsthand of Sonoma State’s reputation for fielding great sports teams, particularly women’s
6 soccer. Schwan grew up attending Sonoma State soccer and other sports events with her family.
7 Transferring to Sonoma State would also allow Schwan to be closer to family in Sonoma County.

8 34. Although Schwan was also recruited by other schools, Schwan quickly turned down
9 other opportunities because Sonoma State was her first choice.

10 35. Schwan applied to Sonoma State as a late applicant in December 2024. Schwan spoke to
11 Sonoma State admissions personnel regarding her late application and explained that she was
12 transferring to Sonoma State as a student athlete and had been recruited to play soccer. Sonoma State
13 employees and admissions personnel helped Schwan with necessary paperwork, and understood that
14 she was a recruited student-athlete. Schwan was accepted into Sonoma State in December 2024, and
15 was asked to pay her spring 2025 tuition immediately, even before she had registered for classes. She
16 enrolled at Sonoma State for the Spring 2025 semester and began training and playing with the Sonoma
17 State women’s soccer team in January 2025.

18 36. Sonoma State was aware that a key reason Schwan decided to attend Sonoma State was
19 because she was recruited to play soccer and because she would have the opportunity to play for the
20 Sonoma State Seawolves for the full three years of her remaining athletic eligibility. Had Sonoma State
21 not recruited her, she would have attended another school where she would be able to play NCAA
22 soccer and receive a college education.

23 37. Schwan already transferred from Chico State to come play for her hometown school,
24 Sonoma State. Being forced to transfer again puts a severe strain on her college education and career
25 and will force her to leave friends and family and the network that she has developed. If the Decision
26 goes forward, Schwan will be forced to transfer again and leave her hometown to go to a school where
27 she can play soccer and major in kinesiology.

28

1 38. **Wyivee Binda** is a is a citizen of California from Vacaville and a junior on the Sonoma
2 State NCAA Division II women’s volleyball team. She has two years left of her four-years of NCAA
3 eligibility. She is a biology major.

4 39. Binda previously attended and played volleyball for Sierra Junior College. In the spring
5 of 2024, she was recruited by Sonoma State to play volleyball. Binda communicated with the Sonoma
6 State coaching staff and other Sonoma State employees, and had an official recruiting visit to Sonoma
7 State in February 2024. Binda turned down other opportunities to play volleyball at other universities,
8 and committed to playing for Sonoma State in May of 2024. Binda applied to Sonoma State in August
9 2024, and was accepted the same month. Binda continued to communicate with Sonoma State
10 employees and the coaching staff through the end of 2024 and January 2025 regarding her place on the
11 Sonoma State volleyball team.

12 40. Based on these recruitment efforts, and the inducements and promises made, Binda
13 declined to apply to other universities and turned down other opportunities in order to attend Sonoma
14 State, including other universities that offered financial incentives. She enrolled at Sonoma State for the
15 Spring 2025 semester and began training and playing with the Sonoma State women’s volleyball team
16 in January 2025.

17 41. Sonoma State was aware that a key reason Binda decided to attend Sonoma State was
18 because she was recruited to play volleyball and because she would have the opportunity to play for the
19 Sonoma State Seawolves for the full two years of her remaining athletic eligibility. Had Sonoma State
20 not recruited her, she would have attended another school where she would be able to play NCAA
21 volleyball and receive a college education.

22 42. Although her biology major was not cut, the entire physics and geology departments are
23 being eliminated, which disrupts her ability to complete her degree solely at Sonoma State. Binda
24 intended to take geology and physics courses because a biology BA requires certain geology and
25 physics courses that will no longer be offered.

26 43. Coming to Sonoma State began as an exciting new chapter her life, but quickly turned
27 into one of the most disheartening and challenging periods of her life. She does not know what to do or
28 how to proceed with her dual pursuits of biology and volleyball.

1 44. **Joseph Sotelo** is a citizen of California from Rancho Cucamonga. He is a Junior on the
2 Sonoma State NCAA golf team. After the spring 2025 semester, Sotelo would be eligible for one or two
3 more years of NCAA golf, depending on whether a medical waiver is approved for a year in which he
4 was injured and did not compete.

5 45. Sotelo initially began his college career at CSU Dominguez Hills. He was recruited to
6 play for the golf team there, and played two years at Dominguez Hills. In the spring of 2024, Sotelo
7 decided to seek a transfer to Sonoma State University because of the stronger golf program and the
8 stronger academics in his desired major, business administration.

9 46. Sotelo was recruited by the Sonoma State golf coaching staff. He began communicating
10 with Sonoma State staff in the spring of 2024, and committed to attend Sonoma State and play golf
11 verbally and signed a letter of intent in or around May 2024. Sotelo then applied to Sonoma State
12 around May of 2024

13 47. **Mason Hanshaw** is a citizen of California from Danville, CA on the Sonoma State
14 NCAA Division II men’s baseball team. He is a catcher with 2 years left of his four-years of NCAA
15 eligibility.

16 48. Hanshaw previously attended College of Idaho where he played two years of Baseball.
17 He needed to be closer to home, so he left Idaho and attended Chabot college in Hayward to complete
18 credits for a transfer to a four-year college in California.

19 49. In the summer of 2024, Hanshaw began speaking with the Sonoma State baseball staff
20 and they recruited him to come to Sonoma State in the fall of 2024. He was assured he would have a
21 great home for the remainder of his eligibility at Sonoma State, so he committed to coming to Sonoma
22 State and to play baseball.

23 50. Hanshaw applied to Sonoma State in or around June of 2024, and was accepted to
24 Sonoma State in August 2024, just before the semester began. Hanshaw enrolled at Sonoma State in the
25 fall 2024 semester and began playing with the baseball team.

26 51. Hanshaw is an economics major, one of the many majors that was cut. Hanshaw has less
27 than 60 units before graduating, but he has been provided with no teach-out plan or any details or
28 communications about how he will be able to complete his degree in economics.

1 52. He has been told that out of the entire economics faculty, only one professor is staying at
2 Sonoma State and the rest are being fired. With only one economics professor remaining at Sonoma
3 State, it is highly unlikely that Hanshaw will be able to take the economics courses he planned to take
4 before graduating. As of the date of this filing, he has received no communication regarding what
5 economics courses are going to be offered.

6 53. In light of the Decision, Hanshaw is uncertain about his future. He is not sure whether
7 he will seek to transfer yet again, in order to try to play his senior year of baseball at another school, or
8 whether to stay at Sonoma State. His decision is further complicated by the fact that he is not even sure
9 whether the school will offer enough economics courses for him to get his degree in economics, or if
10 the school will simply give him an economics degree without offering the key economics classes he
11 was planning on taking before graduating.

12 54. **Abbey Healy** is a citizen of California from Fremont. She is a freshman on the Sonoma
13 State NCAA Division II women’s soccer team. She has four years left of her NCAA eligibility. She is a
14 Philosophy Pre-Law major.

15 55. Healy began her college career at CSU Monterrey Bay in the fall of 2024. She was
16 recruited by Monterrey Bay and played soccer there in her first semester. However, she soon realized
17 that she was passionate about majoring in philosophy, and found that Sonoma State, not Monterrey
18 Bay, had the perfect major for her: Philosophy with a pre-law concentration.

19 56. Healy thus took matters into her own hands, and entered the transfer portal in order to
20 pursue a possible transfer to Sonoma State. She then got into contact with the Sonoma State coaching
21 staff to discuss a possible transfer to Sonoma State, where she could pursue both her athletic and her
22 academic passions. She was able to speak to the Sonoma State head women’s soccer coach in or around
23 Thanksgiving 2024, and it became clear that Sonoma State was the perfect fit for her. At the same time,
24 Sonoma State wanted Healy to play on the soccer team, and began to recruit her to come to Sonoma
25 State. On multiple recruiting conversations, Healy made it clear that she would transfer to Sonoma
26 State only if she could play soccer for the remainder of her college career, and could pursue her passion
27 in the Philosophy Pre-Law program that was relatively unique to Sonoma State.
28

1 57. Healy applied to Sonoma State in November 2024, but she did not have the credits
2 needed to transfer. Healy applied for an exception to Sonoma State’s transfer requirements. Sonoma
3 State, knowing that Healy was a desired student-athlete for the soccer team, and knowing that she was
4 coming to Sonoma State for the specific purpose of playing soccer and majoring in Philosophy, made
5 an exception to the requirements by allowing her to take a statistics class over the winter break before
6 the Spring 2025 semester. Healy passed her statistics class and was accepted into Sonoma State in or
7 around December 14, 2024.

8 58. Healy moved to on-campus dorms at Sonoma State and started the spring semester in
9 January 2025 at Sonoma State.

10 59. In light of the decision by Interim President Cutrer, Healy is now forced to transfer for a
11 second time in her first year of college, because both of her passions were extinguished. She is no
12 longer able to play soccer and is being required to change majors.

13 60. **Jose Rios** is a citizen of California from Seaside. He is a player on the Sonoma State
14 NCAA Division II men’s soccer team. He is a senior with one year left of his four-years of NCAA
15 eligibility.

16 61. Rios has been at Sonoma State for his entire college career. He enrolled at Sonoma State
17 as a freshman in Fall of 2021, and began playing on the men’s soccer team in the Spring of 2022.

18 62. He was recruited to play for Sonoma State by the Sonoma State coaching staff. He was
19 assured that once he made the team, he would be able to play all four years at Sonoma State.

20 63. Rios is set to graduate after the Fall 2025 semester. After concluding the Spring 2025
21 semester, he will only need approximately 14 credits to graduate.

22 64. After learning of the decision to terminate athletics which would preclude him from
23 playing his last year of eligibility, Rios looked to see about transferring to another school to be able to
24 play his senior season at a different university. But a Sonoma State academic advisor informed him that
25 if he transferred to a different school, he would not be able to graduate after the Fall 2025 semester,
26 because he would need at least 30 credits at the school he transferred to before graduating.

1 65. Thus, if Rios is able to transfer to a different university, he would need to spend an extra
2 semester at that school before graduating. But Rios does not have the financial capacity to pay for
3 another semester.

4 66. Rios feels trapped, because although he wants to play his last year of NCAA eligibility
5 and play soccer his senior year, he cannot afford to defer his graduation timeline and pay for another
6 semester. He thus feels trapped into staying at Sonoma State and giving up his senior year of
7 intercollegiate athletics. Had Rios been informed prior to the Spring 2025 semester, he could have
8 transferred to a different school and still graduated on time. By starting the spring 2025 semester at
9 Sonoma State, he now can no longer transfer without impacting his graduation timeline.

10 **II. Defendants**

11 **A. Emily Cutrer in Her Individual and Official Capacity as Interim President of** 12 **Sonoma State University.**

13 67. Defendant Emily Cutrer is the Interim President of Sonoma State University. On
14 information and belief, Cutrer is a resident of Sonoma County and regularly conducts business at
15 Sonoma State University in Sonoma County.

16 68. Pursuant to California Education Code Section 89035, the CSU Board of Trustees may
17 adopt regulations that delegate any of their authority to an officer, employee, or committee.

18 69. By regulation, the Board of Trustees has delegated to the Presidents of each CSU
19 campus the power to oversee the campus and manage the day-to-day affairs of the university.

20 **B. Mildred Garcia in Her Official Capacity as Chancellor of The California State** 21 **University**

22 70. Defendant Mildred Garcia is the Chancellor of the California State University. On
23 information and belief, Garcia is a resident of Los Angeles County and regularly conducts business in
24 Los Angeles County where the chancellor's office is located.

25 71. Pursuant to California Education Code Section 89035, the CSU Board of Trustees may
26 adopt regulations that delegate any of their authority to an officer, employee, or committee.

27 72. By regulation, the Board of Trustees has delegated to the chancellor the power to
28 manage the day-to-day operations of the CSU system.

1 California. The university operates as a public institution of higher education under the authority of the
2 State of California and the Board of Trustees of the CSU system. Sonoma State currently serves more
3 than 5,000 students through its schools of Arts and Humanities, Business and Economics, Education,
4 Science and Technology, and Social Sciences.

5 77. Sonoma State University’s athletics program has been a significant part of the institution
6 since its early years. The initial mascot was the Cossacks but changed to the Seawolves in 2002. The
7 program competes at the NCAA Division II level and is a member of the California Collegiate Athletic
8 Association (CCAA). Even though Sonoma State is a small, division II school, its athletics have
9 achieved notable and outsized success, particularly in sports like men’s soccer, which won the Division
10 II national championship in 2002; women’s soccer, which made multiple NCAA tournament
11 appearances and won a national championship in 1990; men’s basketball, which has produced future
12 NBA player Jaylen Wells of the Memphis Grizzlies; and men’s golf, which won a national
13 championship in 2009. The program has historically sponsored 13 intercollegiate sports teams,
14 including baseball, softball, basketball, cross country, golf, soccer, tennis, volleyball, water polo, and
15 track and field and has produced numerous All-American athletes and professional players throughout
16 its history.

17 78. As of January 2025, there were approximately 240 student-athletes competing in
18 intercollegiate athletics at Sonoma State.

19 79. The students at Sonoma State have supported athletics for decades. In or around 2003
20 the students voted to pass a referendum that would increase their student fees in order to support
21 instructionally related activities, including athletics. The Sonoma State website states that this fee “was
22 supported by student referendum and provides funding for programs related to instruction, such as
23 Athletics, the Center for Performing Arts, the Library, and the Children’s School.” For 2024-2025, the
24 Instructionally Related Activities Fee (“IRA Fee”) is \$310 per student, per semester, or \$620 per
25 student per year. In 2024, Sonoma State enrolled over 5,300 full time students. Thus, Sonoma State
26 took in approximately \$3,286,000 from student IRA fees for the 2024-2025 school year. Approximately
27 40% of the IRA Fee goes directly to support intercollegiate athletics at Sonoma State, as is required by
28

1 the student-passed referendum. IRA funds cannot be reallocated to general budgetary needs not
2 delineated by the referendum.

3 **II. Sonoma State’s Enrollment, Budget, and Revenues**

4 80. Sonoma State’s enrollment has declined over the past five years. Sonoma State had a
5 little over 9,000 total enrolled students in 2014, 2015, 2016, and 2017. But from 2018 to 2023,
6 enrollment steadily dropped down to under 6,000 students. Enrollment in 2024 was roughly the same as
7 2023, showing some signs that enrollment trends were improving. Declines in enrollment at Sonoma
8 State mean less tuition, and less revenue from on-campus services such as on-campus student housing,
9 meal plans, and other student fees. Thus, as enrollment has declined, Sonoma State’s revenues have also
10 declined.

11 81. Despite the enrollment drop, and even though the Sonoma State administration has
12 asserted in budget presentations and publicly that there is a significant budget deficit, Sonoma State has
13 in the last five years averaged an annual surplus of \$22 million, including \$51 million in 22-23,
14 according to CSU audited financial statements.² Moreover, due to revamped recruiting, SSU’s Provost
15 has reported that admissions are already up 4% over their lowest mark in the 2023-2024 school year.

16 82. Sonoma State administration has asserted that there is a current budget deficit of \$23.9
17 million. But there is evidence that the administration has intentionally structured its budget specifically
18 to ensure that it is in constant deficit, not accounting for other pools of money, including reserves and
19 investments that could easily cover essential operating costs.

20 83. Further, the CSU system is flush with liquid capital that can be used to cover operating
21 costs. According to CSU’s annual investment report, as of November, 2024, the CSU had a liquidity
22 portfolio of \$2.5 billion. These billions are designed to provide sufficient and immediate liquidity to
23 meet the operating needs of the CSU. The CSU further has nearly \$7 billion in unrestricted net assets.

27 ² See January 28, 2025 letter from California Faculty Association to California State Legislature; See
28 also <https://www.calfac.org/in-the-fight-to-save-sonoma-state-university-from-layoffs-and-department-closures/#:~:text=%E2%80%9CIt%20is%20not%20inevitable%2C%E2%80%9D,%2C%20students%2C%20and%20staff.%E2%80%9D>.

1 **III. Student Athletes and the Recruitment Process**

2 84. As a successful NCAA Division II school, Sonoma State attracts prospective students
3 that want to come to Sonoma State to both compete at the intercollegiate level and also earn their
4 college degree. hundreds of prospective students contact Sonoma State coaches seeking to play NCAA
5 sports at Sonoma State each year. Sonoma State coaches actively recruit prospective student athletes to
6 come to Sonoma State.

7 85. The recruitment process varies, but ultimately it is the responsibility of the Sonoma State
8 coaching staff to recruit student athletes to come to Sonoma State. Sometimes, prospective student-
9 athletes contact the coaching staff themselves. Sometimes, Sonoma State coaches observe a player at a
10 high school tournament or game and initiate the recruitment process themselves. Sometimes, third-
11 parties make a connection between the prospective student athlete and the Sonoma State coaching staff.

12 86. Under all scenarios, it is the job of the Sonoma State coach or staff member to recruit
13 players to come to Sonoma State. Top players have multiple options, and there can be competition
14 among schools in recruiting players.

15 87. Many prospective student athletes take an “official recruiting visit” to Sonoma State to
16 see the campus, meet with the coaching staff, players, and other campus officials, in order to help them
17 decide whether to commit to attending Sonoma State. During these recruiting visits, prospective student
18 athletes usually meet with coaches, players, and other officials including the athletic director, training
19 staff, and the financial aid department or other enrollment officials. If a prospective student athlete is
20 particularly interested in a specific academic program being offered, they will often meet with
21 professors in that department.

22 88. Once a prospective student athlete is recruited by Sonoma State and decides to attend
23 Sonoma State to become a student athlete, the prospective student athlete will usually sign a letter of
24 commitment. If they are being offered an athletic scholarship, they will sign a “national letter of intent”
25 committing them to attending the chosen university over others. If they are recruited without a
26 scholarship, they will sign an “institutional letter of intent” signifying that they have agreed to come to
27 Sonoma State to play for a particular intercollegiate team.
28

1 89. During the recruiting process, the Sonoma State coaching staff generally assures players
2 that they will be able to play their full four-years of eligibility at Sonoma State in order to get them to
3 commit. The Sonoma State coaching staff understands that prospective student athletes would not come
4 to Sonoma State if they knew they would need to transfer to a new university, given the incredible
5 disruption to both athletics and academics that a mid-stream transfer entails. Indeed, many prospective
6 student athletes choose to come to Sonoma State because they will become part of a strong athletic
7 community and ultimately a strong athletic alumni network that is passionate about Sonoma State
8 athletics.

9 **IV. Interim President Cutrer’s Tenure at Sonoma State**

10 90. Emily Cutrer has served in the administration of various higher education institutions.
11 She was a vice president of academic affairs at CSU San Marcos from 2006-2013. She left CSU San
12 Marcos to become the president of A&M Texarkana, a position she held for the next ten years, before
13 retiring in 2022. By all indications, Emily Cutrer was fully retired after leaving A&M Texarkana in
14 2022. But in the summer of 2024, more than a year after Cutrer had retired, Mildred Garcia, the
15 chancellor of the CSU, asked Cutrer to come out of retirement specifically to become the interim
16 President of Sonoma State.

17 91. Cutrer begin as interim President of Sonoma State on August 1, 2024. In a statement just
18 prior to Cutrer’s tenure as interim president, Garcia stated that she had specifically “directed Interim
19 President Cutrer . . . to take steps to bring the university’s academic programs and administrative
20 infrastructure in line with its financial resources.” Garcia further stated that she asked Cutrer to take
21 action to “enable the administrative infrastructure of Sonoma State to be offered through CSU shared
22 services,” which would “reduce operating costs.” Garcia further stated that she directed Cutrer to
23 “evaluate Sonoma State’s academic programs within the context of the university’s financial reality,
24 while maintaining the program’s academic excellence.”

25 **V. The January 22, 2025 Decision Cutting Academic Programs and Athletics**

26 92. During the fall 2024 semester, Interim President Cutrer and Chancellor Garcia made no
27 announcements or indications that would make anyone think the University’s academic and athletic
28 programs were going to be drastically reduced. Nor did Cutrer, Garcia, or any other administrator make

1 any announcements or indications that the Sonoma State athletics department was in jeopardy. Cutrer,
2 Garcia and other administrators affirmatively encouraged the employees, staff, and coaching staff at
3 SSU to continue on with business as usual. Sonoma State, Cutrer, and Garcia, continued to encourage
4 active recruiting of student athletes.

5 93. January 21, 2025, was the first day of the spring 2025 semester. Up to that point, no
6 announcement or indications of any changes were made. But everything changed just one day later. On
7 January 22, 2025, Interim President Cutrer sent a letter (the “Letter”) by email to all students, faculty,
8 coaches, and staff. The Letter stated that Cutrer—operating under the authority delegated to her by
9 Garcia and the Trustees—had made the Decision to make drastic and university-changing cuts. The
10 Letter states that the plan outlined in the Letter “has the approval of the Chancellor’s Office.” The Letter
11 stated that Cutrer had decided to do the following (the “Decision”):

- 12 • eliminate twenty-two bachelors and masters academic degree programs, including
13 Economics, English, Earth and Environmental Sciences, History, Art History and Art
14 Studio, Philosophy, and Physics among others;
- 15 • shutter six entire departments (Art History, Economics, Geology, Philosophy, Theatre
16 and Dance; and Women and Gender Studies);
- 17 • merge numerous academic degree programs;
- 18 • layoff 46 faculty members;
- 19 • not re-hire numerous lecturers for the 2025-2026 academic year;
- 20 • eliminate the entire NCAA Division II athletics program.

21 94. In total, an estimated 130 faculty, including professors and coaches would be let go. That
22 amounts to over 25% of the faculty.

23 95. The Letter further stated that “we also have made the decision to eliminate NCAA
24 Division II athletics.” The Letter stated that “our athletic director is informing our student athletes and
25 coaching staffs of this decision today.” The Letter further stated that the President was aware that
26 numerous student athletes would likely need to consider trying to “transfer to another institution,” and
27 that she would “ensure [student athletes] are aware of their options,” including transferring out of
28 Sonoma State. The Letter stated that the Decision to discontinue academic degrees and intercollegiate

1 sports “might” impact students, faculty, and staff, and that “subsequent direct communication” with
2 those individuals who “may” be impacted would be forthcoming at a later date.

3 96. The Letter also stated that the drastic cuts to academic degree programs and to all
4 intercollegiate sports was done “strategically,” to “realign staff and resources based on anticipated
5 future needs.” The Letter stated that “discontinuing NCAA athletics” would save the university “\$3.7
6 million.” During a presentation to the Trustees on January 29, 2025, Cutrer stated that intercollegiate
7 athletics costs the university “\$20,000 per student-athlete each year.”

8 97. With respect to cuts to the administration, only four “management” positions were being
9 eliminated. Indeed, out of the \$20.1 million that allegedly would be saved by these drastic cuts to
10 academic programs and athletics, other than four “management” positions, no reductions to the
11 administrative salaries, positions, or departments were put forth.

12 98. At no time prior to the announcement of the Decision were any students, faculty,
13 coaches, or student-athletes notified of the Decision, nor even the potential need for such drastic cuts.
14 The entire campus found out at the same time through Interim President Cutrer’s Letter on January 22,
15 2025. There was no prior warning or consultation with any stakeholders, including students, faculty,
16 and coaches.

17 99. The Letter did not provide any basis for the \$3.7 million allegedly saved from
18 eliminating intercollegiate NCAA sports at Sonoma State. Nor did any subsequent communication or
19 public disclosure provide any financial reporting or information to justify any alleged savings.

20 100. On information and belief, Interim President’s Cutrer’s statement that eliminating all
21 intercollegiate NCAA sports at Sonoma State would save the university \$3.7 million was intentionally
22 misleading and factually incorrect. On information and belief, Interim President Cutrer intentionally
23 failed to include or consider numerous factors affecting the financial impact that intercollegiate sports
24 have on Sonoma State, in order to incorrectly justify the Decision.

25 101. On information and belief, the Decision to eliminate intercollegiate athletics at Sonoma
26 State will do the opposite of what the Letter states: it will actually harm Sonoma State’s financial
27 viability. On information and belief, intercollegiate athletics is financially a net-positive for Sonoma
28 State.

1 102. Preliminary expert analysis into the financials related to Sonoma State athletics indicates
2 that intercollegiate athletics is a financial net-positive. On information and belief, the alleged \$3.7
3 million in savings does not account for such financial factors as:

- 4 (1) The ability of Sonoma State to successfully recruit and retain students without a sports
5 program and the inevitable and admitted reductions in enrollment;
- 6 (2) The likely departure of at least 75% of the student-athlete population, which accounts for
7 roughly 4% of the entire student population and substantial tuition that will be lost when
8 these student athletes are forced to leave Sonoma State;
- 9 (3) The \$620 per student per year IRA Fee, which was passed by students in 2003 with the
10 specific purpose of supporting athletics and other activities at Sonoma State, and the
11 inevitable elimination of all or a portion of this athletics-specific funding when
12 intercollegiate athletics are dropped;
- 13 (4) The inevitable reduction in alumni support and donations without intercollegiate athletics.

14 103. On information and belief, Interim President Cutrer and Chancellor Mildred Garcia
15 knew that the alleged \$3.7 million in savings was inaccurate and would not hold up to any reasonable
16 financial scrutiny.

17 **VI. The Ramifications of the Decisions**

18 104. The January 22, 2025 Letter from Interim President Cutrer and the accompanying
19 Frequently Asked Questions (“FAQ”) to students states that all of the discontinuations would go into
20 effect beginning in the fall of 2025. The FAQ states that students in discontinued degree programs who
21 have only 60 or less units required to graduate may still “follow a pathway to graduate in their current
22 major.” But the FAQ states, however, that students who need more than 60 units to graduate “will be
23 required to change majors by May 22, 2025.” In the FAQ addressed specifically to student athletes,
24 Sonoma State provided only a single, vague, and non-complete reason for why it was eliminating
25 intercollegiate athletics at Sonoma State. It stated: “The decision to eliminate Division II Athletics
26 programs at Sonoma State was made after a thorough review of the university’s financial necessities
27 and long-term sustainability.” No further information on why the Decision was made was provided.
28

1 105. The Letter was sent without warning to the entire campus, including students, faculty,
2 and coaches on January 22, 2025. The campus immediately went into a panic, with students in majors
3 that had just been eliminating frantically wondering what to do; faculty who were losing their jobs were
4 never informed prior to the January 22 email and were entirely surprised by the public announcement;
5 and student athletes were in disarray and not sure whether to immediately try to transfer to another
6 school or wait to see if the Decision would be reversed.

7 106. As but one example, the coach of the men’s soccer team, Marcus Ziemer, who had
8 dedicated his life to Sonoma State, its athletics department, and the hundreds of student-athlete soccer
9 players he coached over his 35-years of coaching at Sonoma State, found out about the Letter from one
10 of his own players. He and the rest of the coaching staff at Sonoma State were given no warning or
11 indication that the entire athletics department would be eliminated and that they would all be fired.
12 Indeed, without any prior warning of the Decision, the coaching staff continued to recruit players
13 during the fall 2024 semester and during the winter break before the Decision was handed down on
14 January 22.

15 107. Student athletes chose to come to Sonoma State to play NCAA division II athletics and
16 would not have done so had they known the entire sports program would be eliminated. Those athletes
17 were recruited to come to Sonoma by coaches and staff whose job it was to recruit them. The coaches
18 and staff had no idea that the entire sports program would be eliminated by the January 22, 2025
19 Decision. Nor did the student-athletes.

20 108. Student athletes now face life-changing cross-roads: do they immediately try to transfer
21 to a different university to continue their athletic careers, or do they stay at Sonoma State in the hopes
22 that the Decision will be reversed, but potentially foreclose their life-long athletics careers? Under
23 either decision, they face irreparable harm both to their academic and athletic careers. Some, who do
24 not have the means to transfer to a new school, may drop out of college entirely.

25 **VII. Interim President Cutrer’s and Chancellor Garcia’s Knowledge Prior to January 22, 2025**

26 109. Although Cutrer’s decision to eliminate all intercollegiate athletics at Sonoma State was
27 first communicated to the student-athletes and faculty on January 22, 2025, Interim President Cutrer,
28

1 Chancellor Garcia, and other administrators knew of the decision to eliminate intercollegiate athletics
2 well in advance of the announcement.

3 110. During a town hall meeting with student athletes on January 22, 2025, Cutrer admitted
4 that the decision to eliminate athletics was being considered as early as October 2024. On information
5 and belief, Cutrer knew that she would decide to cut intercollegiate athletics well in advance of the
6 January 22, 2025 Decision, yet intentionally decided not to inform the students, student-athletes,
7 coaches, or athletics staff of this material information before the beginning of the Spring semester, to
8 ensure that students would not drop out of Sonoma State or transfer prior to paying tuition and fees for
9 the spring semester. .

10 111. In an interview with the Press Democrat on February 1, 2025, Interim President Cutrer
11 stated that she was aware that if student athletes “knew [of the decision] ahead of time,” some student
12 athletes “would have tried to leave [Sonoma State]” before the spring 2025 semester. Yet despite
13 knowing how material and critical the information was to students and the impact it would have on the
14 rest of their lives, Interim President Cutrer stated that she decided not to inform anyone of the Decision
15 “until we heard the governor’s budget,” which she says she was already “afraid of what it would be.” In
16 fact, Interim President Cutrer and Sonoma State already knew that Governor Gavin Newsom was
17 proposing to cut the CSU budget by roughly 8% as early as September 2025.

18 112. Interim President Cutrer further stated that she waited to inform students until January
19 22, 2025—two days after the spring semester began—in part because “our athletic director and her
20 assistant were at NCAA meetings” the week before.

21 113. At a town hall meeting, Cutrer also admitted that the decision to cut intercollegiate
22 athletics would worsen enrollment, and that enrollment would go down as a result of the Decision. She
23 stated that “we anticipate” that the decision to cut intercollegiate athletics “will affect [enrollment]
24 negatively.”

25 **VIII. Defendants’ Failure to Abide by CSU and Sonoma State Regulations**

26 114. The CSU and the Trustees were established in 1961 by the Donahoe Higher Education
27 Act. The Trustees are the California state agency that administers the CSU. Pursuant to statute, “The
28

1 California State University shall be administered by a board designated as the Trustees of the California
2 State University, which is hereby created.” Cal. Educ. Code § 66600.

3 115. The Trustees administer the CSU by passing regulations and policies for the governance
4 of the CSU. See Cal. Educ. Code § 89030.1 (“The trustees shall adopt . . . regulations pursuant to this
5 section . . . As used in this section, “regulation” means every rule, regulation, order, or standard of
6 general application . . . adopted by the university to implement, interpret, or make specific the law
7 enforced or administered by it, or to govern its procedure[.]”).

8 116. The CSU Board of Trustees has long recognized that the discontinuation of academic
9 degree programs and other curricular activities can have devastating effects on matriculating students as
10 well as potential state-wide impacts.

11 117. Thus, for roughly 25 years, the Trustees have had a standing regulation that requires
12 each campus within the CSU system to have transparent policies for the discontinuation of an academic
13 degree program, and further, that those policies comply with CSU procedural requirements before an
14 academic degree may be discontinued. See CSU regulation AAP 91-14 and EP&R 79-10.

15 118. Pursuant to CSU regulation AAP 91-14, and EP&R 79-10, “All campuses shall have
16 discontinuation policies, adherent to the guidance below, published on their campus website.”
17 (emphasis added). Even Sonoma State’s own discontinuation policies state that the CSU “has set
18 guidelines” under EP&R 79-10 “that campuses must follow in order to discontinue an academic
19 program.”

20 119. Because of the potential for such devastating effects on students and faculty, the
21 Trustees’ regulation requires campus policies to implement specific procedural safeguards before
22 discontinuing any academic program.

23 120. One of the procedural safeguards that is required to be implemented by campus policy,
24 is that the review of the academic degree program for possible discontinuation “**shall include broad
25 consultation with groups or persons likely to be affected by the discontinuance, including enrolled
26 students.**” (emphasis added).

1 121. Further, any proposal to discontinue an academic program “**shall specify mechanisms**
2 **to permit enrolled students to earn their degrees (teach-out plan) and provide assurance that any**
3 **affiliated Associate Degrees for Transfer (ADTs) are accounted for.**” (emphasis added).

4 122. The regulations also require that the president “**shall review the proposal [to**
5 **discontinue an academic program] with the advice of the campus academic senate and/or**
6 **appropriate representative committees constituted for this task.**” (emphasis added).

7 123. Despite these clear regulations, Interim President Cutrer failed to follow these
8 mandatory procedural regulations.

9 124. Interim President Cutrer did not review the discontinuation proposal with the academic
10 senate as required by regulation. Indeed, the academic senate, which is required by regulation to review
11 any proposals for academic degree discontinuation was never even informed or consulted of the
12 Decision, and did not find out about the cuts until January 22 along with the entire Sonoma State
13 community.

14 125. Nor did Interim President Cutrer or any Defendants consult with any groups or persons
15 likely to be affected, including enrolled students. During the legislative forum held at Sonoma State on
16 Friday February 21, 2025,³ Vanessa Sanchez, the associated student body president, shared that neither
17 she nor any other student leader was involved in or even informed of the January 22 Decision. Ms.
18 Sanchez was told of the Decision by a phone call ten minutes before the email announcing the Decision
19 was sent. The lack of consultation with any enrolled students or student leadership not only violated the
20 regulations but also left the student-body president without any ability to address the myriad of
21 questions and concerns from confused and angry students that she faced following the surprise
22 announcement.

23 126. Nor did Interim President Cutrer or any Defendants “specify mechanisms to permit
24 enrolled students to earn their degrees” through a “teach out plan” as required by CSU regulation. In
25 fact, the Decision requires enrolled students with more than 60 units to graduate to “change majors.”
26 Moreover, even for those students within 60 units of graduating, for whom the Decision says that they
27

28 ³ The entire legislature forum can be found at <https://www.youtube.com/watch?v=cdIT2ovcsA0> (last visited February 26, 2025). Vanessa Sanchez’s comments to the California lawmakers begin at 1:58:30.

1 may still earn their degree, there are no mechanisms for how students will be taught required courses
2 before graduating when the faculty teaching those courses are being laid off.

3 127. Plaintiff Mason Hanshaw, for example, is an economic major and has less than 60 units
4 before graduating. Economics was one of the academic degree programs cut, with all but one of the
5 economics professors being laid off. Without professors to teach economics courses, it is not clear or
6 specified how he will be able to take the required economics courses before graduating. No
7 mechanisms have been specified and no one has informed Hanshaw of any teach-out plan.

8 128. The procedural safeguards required by the Trustee's regulations are critically important
9 to students and faculty. The discontinuation of Academic Programs to a college student currently
10 enrolled in the Academic Program is incredibly disruptive and could cause irreparable harm to students'
11 academic careers at a pivotal time in their lives. Research has consistently shown that students' college
12 experiences have longstanding implications for their career trajectories and earning potentials.

13 129. Further, Interim President Cutrer's January 22, 2025 Decision did not even follow
14 Sonoma State's own defective policies on discontinuation of academic programs.

15 130. Under Sonoma State policy 17384438, concerning the discontinuation and suspending
16 of degree programs, a program may only be considered for discontinuation if it is considered by the
17 "faculty through the Educational Policies Committee (EPC) of the Academic Senate."

18 131. Pursuant to Sonoma State policy, "The committee shall review discontinuance proposals
19 and, if deemed necessary, refer them to appropriate faculty governance committees (e.g., Academic
20 Planning, Assessment and Resources Committee) for review. The Academic Senate will then forward
21 its recommendation to the President."

22 132. The policy further requires that under all circumstances, "program discontinuation
23 should result from a deliberate process that considers relevant decision factors described in this policy,"
24 and that such a decision "should not be initiated to address short-term financial crises or personnel
25 shortages."

26 133. The policy further requires that whenever an academic degree program is discontinued,
27 the school must "establish a written schedule for the orderly phasing out of the program in order that
28 enrolled students may earn the degree."

1 134. These mandatory policies were not followed. The Academic Senate was never consulted
2 and never considered the Decision to discontinue twenty-three academic degree programs.

3 135. The Decision further violates the requirement to “establish a written schedule for the
4 orderly phasing out of the program in order that enrolled students may earn the degree,” because the
5 Decision says it will go into effect beginning in the Fall 2025 semester, and that enrolled students with
6 more than 60 units needed for graduation will be required to change majors, rather than being able to
7 earn the degree.

8 136. Interim President Cutrer and Defendants did not follow the mandatory policies required
9 to discontinue an academic degree program.

10 **IX. Defendants’ Decision is Arbitrary and Capricious and is Not Supported by Substantial**
11 **Evidence.**

12 137. Interim President Cutrer’s January 22, 2025 Decision to discontinue twenty-three degree
13 programs and intercollegiate athletics states that the elimination of athletics at Sonoma State will save
14 the university “\$3.7 million.” But that stated figure is not supported by substantial evidence.

15 138. Despite asserting in the Decision that eliminating athletics would save the University
16 \$3.7 million, Interim President Cutrer has made several conflicting statements regarding the alleged
17 savings. At a town hall meeting addressing the Decision, Interim President Cutrer stated that Sonoma
18 State’s athletics program costs the university roughly \$20,000 per student athlete. But this figure
19 conflicts with the \$3.7 million figure stated in the January 22 Decision. As of January 2025, there were
20 approximately 230 student athletes. Thus, if Interim President Cutrer was correct in stating that
21 eliminating all athletics would save the University \$20,000 per student-athlete, then the savings would
22 in fact be as much as \$4.6 million. Interim President Cutrer’s significantly conflicting figures regarding
23 the very basis for the decision to cut athletics—saving the University money—suggests that her
24 decision was not based on financially accurate or complete evidence.

25 139. Moreover, on information and belief, Sonoma State athletics is a net financial positive
26 for the University when its economic impact is properly considered. Thus, the very foundation of
27 Interim President Cutrer’s decision to eliminate athletics appears to be faulty, arbitrary, capricious,
28 inaccurate and incomplete.

1 140. Two independent financial studies performed after the January 22 Decision was handed
2 down, suggest that Interim President Cutrer’s assertion that cutting athletics would save the University
3 \$3.7 million is not supported by substantial evidence and fails to account for all the revenues generated
4 by intercollegiate athletics. Both studies, performed independently, estimate that when all relevant
5 financial information is accounted for, Sonoma State athletics is either a net financial positive to the
6 University, or roughly financially neutral. Both independent studies estimate that Sonoma State
7 Athletics does not cost the University anywhere close to the \$3.7 million asserted.

8 141. Based on these independent studies, and on information and belief, the purported \$3.7
9 million in savings does not account for the lost tuition from student athletes who will leave the
10 university over this Decision. Nor does it account for the fact that if athletics are discontinued, the
11 University will no longer enroll any student athletes at all.

12 142. Interim President Cutrer has admitted publicly during questioning that the Decision to
13 cut intercollegiate athletics will cause a reduction in enrollment at the university due to student-athletes
14 leaving Sonoma State. Without intercollegiate athletics, no future athletes will enroll in the University.

15 143. Although some student athletes receive an athletic scholarship, because Sonoma State is
16 NCAA Division II, the amount of athletic scholarships available is limited, and the majority of student
17 athletes at Sonoma State still pay full or partial tuition.

18 144. When this significant drop in tuition is accounted for, the savings from cutting
19 intercollegiate athletics is not \$3.7 million.

20 145. Further, a drop in enrollment at Sonoma State has a compounding financial impact. First,
21 Sonoma State will lose the tuition and other revenues that enrolled students pay to the University. And
22 second, a drop in enrollment at a CSU campus means that less money from the CSU budget will be
23 allocated to that campus, because CSU financial allocations depend at least in part on the enrollment of
24 the University. Thus, a drop in enrollment caused by the Decision to eliminate Sonoma State athletics
25 will not only harm the university from decreased revenues that would have been paid by the students,
26 but also means less funding from the CSU system in the short and long term.

27 146. Based on these independent studies, and on information and belief, the purported \$3.7
28 million in savings does not account for the reduction in on-campus housing and meal plans as a result

1 of discontinuing intercollegiate athletics. According to preliminary calculations, approximately 50% of
2 student athletes live on campus, meaning that about 120 student athletes pay for on-campus housing,
3 and some portion of them pay for on-campus meal-plans. On-campus housing and meal-plans are at
4 least \$10,000 on average per student per year. That means that the University likely takes in at least
5 \$1.3 million annually as a result of student-athletes living on campus. When this significant drop in on-
6 campus housing and meal-plans is accounted for, the savings from cutting intercollegiate athletics is
7 not \$3.7 million.

8 147. Based on these independent studies, and on information and belief, the purported \$3.7
9 million in savings does not account for the reduction in alumni donations and support that will be lost if
10 intercollegiate athletics is discontinued. When this factor is properly accounted for, the savings from
11 cutting intercollegiate athletics is not \$3.7 million.

12 148. Based on these independent studies, and on information and belief, the purported \$3.7
13 million in savings does not account for the reduction in enrollment that will occur at Sonoma State as a
14 result of discontinuing intercollegiate athletics. Sonoma State consistently and significantly touts its
15 athletics programs in recruiting materials. This is because prospective students consider intercollegiate
16 athletics an important part of the college experience, providing students with school spirit, pride, and a
17 focal point of the college social and cultural framework. In fact, the CSU system has a website titled
18 “Find your CSU,” which is designed to help prospective students choose which campus may be right
19 for them.⁴ There are five criteria listed: location, degrees, setting, total enrollment, and sports.

20 149. Sonoma State’s recruiting materials for prospective students almost universally
21 promotes and discusses the strong Sonoma State Division II athletics program in its recruiting material
22 and communications.

23 150. If intercollegiate athletics are discontinued, there will be a drop in enrollment of the
24 general student population at Sonoma State and recruiting efforts will be harmed. The resulting drop in
25 enrollment will also lower the tuition revenue that Sonoma State brings in. When this factor is properly
26 accounted for, the savings from cutting intercollegiate athletics is not \$3.7 million.

27
28 _____
⁴ See <https://www.calstate.edu/attend/campuses/find-your-csu/Pages/default.aspx>

1 151. Based on these independent studies and on information and belief, some of the expenses
2 that Interim President Cutrer attributed to Sonoma State athletics are actually overhead costs that will
3 not go away if intercollegiate athletics is discontinued. On information and belief, Interim President
4 Cutrer failed to consider whether the purported “expense” of the athletics department will actually be
5 saved by discontinuing intercollegiate athletics. When this factor is properly accounted for, the savings
6 from cutting intercollegiate athletics is not \$3.7 million.

7 152. Based on these independent studies and on information and belief, numerous other
8 financial information was not accounted for in Interim President Cutrer’s January 22 Decision, which
9 purported that the discontinuation of intercollegiate athletics would save the university \$3.7 million.
10 Indeed, the Decision failed to provide the financial information on which the purported savings were
11 based.

12 153. During multiple town halls and public forums, numerous people have asked Interim
13 President Cutrer and Defendants for the financial basis of the Decision, and what financial information
14 was considered in making the determination that discontinuing intercollegiate athletics would save
15 “\$3.7 million.” Defendants have never released the financial data underlying her Decision.

16 **X. Federal Department of Education Financial Reporting Contradicts Interim President**
17 **Cutrer’s Purported \$3.7 Million in Savings**

18 154. Under the Equity in Athletics Disclosure Act (“EADA”), colleges that receive federal
19 funding must report financial and participation data for their athletic programs each year. As an
20 institution that must comply with the EADA, Sonoma State reports its athletic department financial and
21 participation data to the Department of Education.

22 155. Sonoma State’s Office of Financial Services provides this data.

23 156. The data that Sonoma State reports is publicly available at
24 <https://ope.ed.gov/athletics/#/institution/details>.

25 157. Pursuant to the most recent data reported by Sonoma State, there are 243 student athletes
26 across all intercollegiate sports.

27 158. According to the most recent yearly data reported by Sonoma State, the athletics
28 department spent \$7,896,493 in total expenses across all intercollegiate sports programs.

159. According to the most recent yearly data reported by the Office of Financial Services at Sonoma State, the athletics department earned \$7,934,039 in total revenues across all intercollegiate sports programs.

160. Thus, according to the most recent yearly data reported by Sonoma State itself, Sonoma State athletics generated a total profit of \$37,546 across all of its programs:

— Revenues & Expenses Summary

Revenues and Expenses Summary		Men's Teams	Women's Teams	Total
1	Total of Head Coaches' Salaries	\$418,248	\$552,804	\$971,052
2	Total of Assistant Coaches' Salaries	\$410,560	\$363,970	\$774,530
3	Total Salaries (Lines 1+2)	\$828,808	\$916,774	\$1,745,582
4	Athletically Related Student Aid	\$352,450	\$501,359	\$853,809
5	Recruiting Expenses	\$14,108	\$23,627	\$37,735
6	Operating (Game-Day) Expenses	\$458,531	\$566,734	\$1,025,265
7	Summary of Subset Expenses (Lines 3+4+5+6)	\$1,653,897	\$2,008,494	\$3,662,391
8	Total Expenses for Teams	\$2,010,488	\$2,510,846	\$4,521,334
9	Total Expenses for Teams Minus Subset Expenses (Line 8 - Line 7)	\$356,591	\$502,352	\$858,943
10	Not Allocated Expenses			\$3,375,159
11	Grand Total Expenses (Lines 8+10)			\$7,896,493
12	Total Revenues for Teams	\$2,010,488	\$2,548,392	\$4,558,880
13	Not Allocated Revenues			\$3,375,159
14	Grand Total Revenues (Lines 12+13)			\$7,934,039
15	Total Revenues for Teams minus Total Expenses for Teams (Line 12-Line 8)	\$0	\$37,546	\$37,546
16	Grand Total Revenues Minus Grand Total Expenses (Line 14- Line 11)			\$37,546

161. The Decision relied on inaccurate and irrelevant numbers that ignored the actual data reported by Sonoma State’s own administration. Further, it ignored the broader economic impact of athletics as well as its intangible positive impacts, noted in the Sonoma State’s own mission statement, which confirms that athletic events “contribute to the intellectual and cultural life of students and the community.”

**FIRST CAUSE OF ACTION
FRAUD / INTENTIONAL MISREPRESENTATION
(as to all Plaintiffs against all Defendants)**

162. Plaintiffs reallege and incorporate, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this complaint.

163. For at least several months prior to the January 22, 2025 announcement, if not longer, Interim President Cutrer, Chancellor Garcia, and other Sonoma State administrators had knowledge that

1 they would be eliminating intercollegiate sports at Sonoma State and were actively considering the
2 cancellation of intercollegiate sports at Sonoma State. At least as early as October or November, 2024,
3 Interim President Cutrer, Chancellor Garcia, and other Sonoma State administrators had such
4 knowledge.

5 164. Information that Interim President Cutrer, Chancellor Garcia, and other Sonoma State
6 administrators would be eliminating intercollegiate athletics at Sonoma State was not available to
7 Plaintiffs.

8 165. Despite having this knowledge, Interim President Cutrer, Chancellor Garcia, and other
9 Sonoma State administrators intentionally or recklessly and without regard for the truth or the damage
10 that would be done to Plaintiffs, misrepresented to Plaintiffs Schwan, Binda, and Lencioni, that Sonoma
11 State would continue to have intercollegiate athletics for the duration of Plaintiffs' enrollment at
12 Sonoma State or for the duration of his or her athletic eligibility by, among other things: (a)
13 maintaining active links to the Sonoma State Recruiting Questionnaires;⁵ (b) maintaining active links to
14 the intercollegiate tryout information on the Sonoma State athletics website, stating in relevant part that
15 "a Prospective Student Athlete (PSA) may try out for any of our 13 intercollegiate sport programs";⁶
16 (c) publishing articles and information on its website indicating that Sonoma State intercollegiate sports
17 would continue for multiple years; (d) advertising and promoting that Sonoma State had 13 NCAA
18 Division II sports on its website and in numerous recruitment and marketing materials; (e) instructing
19 and permitting coaches and staff of Sonoma State's NCAA intercollegiate sports programs to recruit
20 players and proceed as if the teams would be continuing, including by funding, encouraging, and
21 supporting recruiting efforts; (f) making statements to prospective athletes, through the coaching staff
22 of Sonoma State of each sport, that the student-athlete recruits would be able to complete their four
23 years of NCAA eligibility at Sonoma State and that they would be eligible to increase their athletic
24 scholarship in future years based on their athletic performance.

25
26 ⁵ See, e.g., Prospective Athlete Questionnaire, available at
27 https://sonomaseawolves.com/sb_output.aspx?form=10&path=mten (last accessed January 29, 2025)

28 ⁶ See Tryout Information, available at
https://static.sonomaseawolves.com/custompages/gen/Tryout_Information.pdf (last accessed January
29, 2025)

1 166. Interim President Cutrer, Chancellor Garcia, and Sonoma State University knew that
2 these representations were false or misleading and intentionally omitted the truth, knowing that it
3 would affect the decisions of the athletes who relied on those misrepresentations and omissions.

4 167. On information and belief, Interim President Cutrer, Chancellor Garcia, and Sonoma
5 State University intentionally failed to inform prospective student-athletes, current student-athletes, and
6 the entire student body of these material facts for the specific purpose of inducing students and student
7 athletes to stay at Sonoma State and pay tuition for the spring 2025 semester, and to ensure that the
8 announcement would only impact enrollment at Sonoma State after the spring 2025 semester, and not
9 prior. By intentionally misleading students during the window between when Sonoma State knew it
10 would be terminating intercollegiate athletics and the start of the spring 2025 semester, Interim
11 President Cutrer, Chancellor Garcia, and Sonoma State were able to generate millions of dollars in
12 tuition from students and student-athletes that would inevitably leave the university after the
13 announcement was made.

14 168. As Interim President Cutrer admitted in a town hall on January 22, 2025 to student
15 athletes, Cutrer and the university knew that the decision to cut intercollegiate athletics “will affect
16 [enrollment] negatively.” Thus, by intentionally misleading students and student-athletes, Interim
17 President Cutrer was able to save millions of dollars in tuition and fees before the negative impacts to
18 enrollment occurred.

19 169. Interim President Cutrer, Chancellor Garcia, and Sonoma State’s misrepresentations
20 were intended to deceive and induce, and did deceive and induce, Plaintiffs to rely on the mistaken
21 belief that Sonoma State intercollegiate athletics would continue for the duration of their enrollment at
22 Sonoma State or for the duration of their NCAA athletic eligibility when evaluating whether to enroll
23 or remain at Sonoma State.

24 170. Plaintiffs reasonably and justifiably relied on Sonoma State’s misrepresentations when
25 Plaintiffs understood that NCAA intercollegiate sports at Sonoma State would continue for the duration
26 of their athletic eligibility.

27 171. Interim President Cutrer, Chancellor Garcia, and Sonoma State’s misrepresentations
28 were material. Had Plaintiffs been aware that Sonoma State would be eliminating NCAA intercollegiate

1 athletics, Plaintiffs would have taken different actions when determining whether to enroll or remain at
2 Sonoma State.

3 172. As a result of Interim President Cutrer, Chancellor Garcia, and Sonoma State's
4 misrepresentations, Plaintiffs elected to enroll and/or remain at Sonoma State under the mistaken belief
5 that Sonoma State's intercollegiate athletics teams would continue for at least the duration of their
6 enrollment at Sonoma State or the duration of their NCAA athletic eligibility.

7 173. As a result of Interim President Cutrer, Chancellor Garcia, and Sonoma State's
8 misrepresentations, if the status quo is not preserved through an injunction preventing Interim President
9 Cutrer, Chancellor Garcia, and Sonoma State from proceeding with the immediate dismantling of
10 Sonoma State's athletics programs, each Plaintiff will suffer irreparable harm.

11 174. If Interim President Cutrer, Chancellor Garcia, and Sonoma State are allowed to proceed
12 with the announced plan to eliminate all intercollegiate athletics, Plaintiffs will suffer irreparable harm
13 that is not capable of being compensated by money damages.

14 175. College students and athletes' decisions about where to attend college affect their life
15 outcomes, and the opportunity to play NCAA collegiate athletics is a once-in-a-lifetime opportunity
16 that these students can never get back.

17 176. The abrupt cancellation of Sonoma State's athletic programs will inflict severe and
18 irreparable harm on Plaintiffs and other student athletes, fundamentally disrupting their academic and
19 athletic trajectories. These athletes have structured their entire college experience around the dual
20 pursuit of education and athletic excellence, choosing Sonoma State specifically for its academic
21 programs and athletic opportunities. The planned mid-career cancellation without warning forces
22 Plaintiffs into an impossible choice: either abandon their athletic aspirations by remaining at Sonoma
23 State or attempt a challenging mid-stream transfer to another program. The transfer option presents
24 significant, and in some cases insurmountable, obstacles to these Plaintiffs, as many athletic programs
25 have limited roster spots and scholarship funds available for transfer students. Even if a transfer is
26 possible, Plaintiffs would face lost playing time, potential scholarship reductions, challenges
27 transferring credits, delayed graduation timelines, and disruption of established relationships with
28 coaches, teammates, and academic advisors.

1 177. Plaintiffs have a very limited window of opportunity to compete at the collegiate level,
2 and the planned elimination of sports at Sonoma State could permanently end Plaintiffs' athletic
3 careers. The psychological impact will also be substantial, as Plaintiffs are now facing a sudden loss of
4 a core component of their identity and a community that has been central to their college experience.

5 178. Research has consistently shown that college years represent a critical developmental
6 period that shapes lifelong career trajectories and earning potential.

7 179. As a result of Interim President Cutrer, Chancellor Garcia, and Sonoma State's fraud,
8 Plaintiffs have suffered and face further irreparable harm.

9 **SECOND CAUSE OF ACTION**
10 **FRAUDULENT CONCEALMENT**
11 **(as to all Plaintiffs against all Defendants)**

12 180. Plaintiffs reallege and incorporate, as though fully set forth herein, each and every
13 allegation set forth in the preceding paragraphs of this complaint.

14 181. Once Interim President Cutrer, Chancellor Garcia, and Sonoma State University knew
15 that they would be eliminating intercollegiate athletics, intentionally concealed and suppressed that
16 knowledge from Plaintiffs and the broader community. They did so in part by declining to abide by the
17 CSU and Sonoma State regulations that require broad stakeholder and academic senate input, so as to
18 ensure that the Decision was not made public—and therefore not discovered by Plaintiffs—until after
19 Plaintiffs had enrolled in the spring semester and paid Sonoma State tuition for the Spring 2025
20 semester.

21 182. The intentional concealment of material facts in the sole possession of defendants gives
22 rise to a duty to disclose under California law. Because Interim President Cutrer, Chancellor Garcia,
23 and Sonoma State University knew that Sonoma State was actively recruiting student athletes as well as
24 other students on the basis of Sonoma State's intercollegiate athletic program, they had a duty to
25 disclose this material information, known exclusively to them, as soon as they became aware of it.
26 Instead, Interim President Cutrer, Chancellor Garcia, and Sonoma State intentionally concealed the
27 information in order to defraud Plaintiffs into enrolling at Sonoma State and paying tuition before
28 learning of the intentionally suppressed information.

1 183. Plaintiffs were at all times prior to the January 22 Decision unaware that intercollegiate
2 athletics at Sonoma State would be terminated, and only enrolled in Sonoma State because they were
3 informed and believed that they would be able to play intercollegiate athletics for the duration of their
4 NCAA eligibility. Had Interim President Cutrer, Chancellor Garcia, and Sonoma State properly
5 informed them of the Decision at the earliest possible opportunity, Plaintiffs would not have decided to
6 transfer to Sonoma State, enroll at Sonoma State, or remain at Sonoma State as they did. At no point
7 prior to the announcement of the January 22 Decision were Plaintiffs able to discover the material facts
8 being concealed from them.

9 184. As a result of Interim President Cutrer, Chancellor Garcia, and Sonoma State's
10 fraudulent concealment, Plaintiffs have suffered and face further irreparable harm.

11 **THIRD CAUSE OF ACTION**
12 **FRAUDULENT INDUCEMENT**
13 **(as to all Plaintiffs against all Defendants)**

14 185. Plaintiffs reallege and incorporate, as though fully set forth herein, each and every
15 allegation set forth in the preceding paragraphs of this complaint.

16 186. Interim President Cutrer, Chancellor Garcia, and Sonoma State knowingly made
17 misrepresentations to Plaintiffs through Sonoma State staff and recruitment efforts with the intent to
18 defraud Plaintiffs into transferring, enrolling, or remaining at Sonoma State and paying tuition for the
19 Spring 2025 semester on the basis of playing intercollegiate athletics. Interim President Cutrer,
20 Chancellor Garcia, and Sonoma State knew that if Plaintiffs were aware that intercollegiate athletics
21 were being cut, they would not have enrolled, transferred, or remained at Sonoma State and would not
22 have paid for tuition for the Spring 2025 semester. Interim President Cutrer, Chancellor Garcia, and
23 Sonoma State knew that Plaintiffs would only do so if they believed that they would be able to play
24 intercollegiate athletics at Sonoma State during their entire NCAA eligibility, and therefore allowed
25 Sonoma State staff to continue to recruit them for intercollegiate athletics teams for the purpose of
26 maintaining enrollment and tuition for the spring 2025 semester.

27 187. Plaintiffs justifiably relied on the recruitment efforts and statements and
28 misrepresentations made to them, and therefore justifiably believed that they would be able to play
intercollegiate athletics at Sonoma State for the duration of their NCAA eligibility. Based on that

1 justifiable reliance, Plaintiffs made decisions to transfer, enroll, or remain at Sonoma State, but would
2 not have done so had they known that intercollegiate athletics would be eliminated. Plaintiffs have
3 suffered and will suffer irreparable and other harm to be proven at trial.

4 **FOURTH CAUSE OF ACTION**
5 **NEGLIGENT MISREPRESENTATION**
6 **(as to all Plaintiffs against all Defendants)**

7 188. Plaintiffs reallege and incorporate, as though fully set forth herein, each and every
8 allegation set forth in the preceding paragraphs of this complaint.

9 189. For at least several months prior to the January 22, 2025 Decision, Interim President
10 Cutrer, Chancellor Garcia, and Sonoma State knew that they would be eliminating intercollegiate
11 sports. But despite that knowledge, Interim President Cutrer, Chancellor Garcia, and Sonoma State
12 continued to recruit student athletes to Sonoma State specifically to play intercollegiate athletics. These
13 misrepresentations came in numerous forms, including by, among other things: (a) maintaining active
14 links to the Sonoma State Recruiting Questionnaires;⁷ (b) maintaining active links to the intercollegiate
15 tryout information on the Sonoma State athletics website, stating in relevant part that “a Prospective
16 Student Athlete (PSA) may try out for any of our 13 intercollegiate sport programs”;⁸ (c) publishing
17 articles and information on its website indicating that Sonoma State intercollegiate sports would
18 continue for multiple years; (d) advertising and promoting that Sonoma State had 13 NCAA Division II
19 sports on its website and in numerous recruitment and marketing materials; (e) instructing and
20 permitting coaches and staff of Sonoma State’s NCAA intercollegiate sports programs to recruit players
21 and proceed as if the teams would be continuing, including by funding, encouraging, and supporting
22 recruiting efforts; (f) making statements to prospective athletes, through the coaching staff of Sonoma
23 State of each sport, that the student-athlete recruits would be able to complete their four years of NCAA
24 eligibility at Sonoma State and that they would be able to increase their athletic scholarship in future
25 years based on their athletic performance.

26 ⁷ See, e.g., Prospective Athlete Questionnaire, available at
27 https://sonomaseawolves.com/sb_output.aspx?form=10&path=mten (last accessed January 29, 2025)

28 ⁸ See Tryout Information, available at
https://static.sonomaseawolves.com/custompages/gen/Tryout_Information.pdf (last accessed January
29, 2025)

1 190. Interim President Cutrer, Chancellor Garcia, and Sonoma State did not have reasonable
2 grounds for believing these statements and representations were true.

3 191. Despite not having reasonable grounds for believing these statements and
4 representations were true, Interim President Cutrer, Chancellor Garcia, and Sonoma State continued to
5 make these statements and representations, and continued to recruit student athletes to Sonoma State to
6 induce them to enroll, transfer, or remain at Sonoma State and pay tuition for the Spring 2025 semester.

7 192. Plaintiffs justifiably relied on these misrepresentations and have and will suffer
8 irreparable and monetary damages to be proven at trial.

9 **FIFTH CAUSE OF ACTION**
10 **PROMISSORY ESTOPPEL**
11 **(as to all Plaintiffs against all Defendants)**

12 193. Plaintiffs reallege and incorporate, as though fully set forth herein, each and every
13 allegation set forth in the preceding paragraphs of this complaint.

14 194. Sonoma State actively recruited student athletes to play intercollegiate athletics at
15 Sonoma State, making a clear and unambiguous promise through recruitment communications,
16 inducements, and written confirmation that the student athletes would be able to play their sport for the
17 duration of their NCAA eligibility. Despite knowing that intercollegiate athletics would be cut, Interim
18 President Cutrer, Chancellor Garcia, and Sonoma State allowed and encouraged recruitment of student-
19 athletes to continue.

20 195. Plaintiffs reasonably and foreseeably relied on those promises, and will be irreparably
21 harmed if Interim President Cutrer, Chancellor Garcia, and Sonoma State are allowed to revoke their
22 promises made.

23 **SIXTH CAUSE OF ACTION**
24 **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**
25 **(as to all Plaintiffs against all Defendants)**

26 196. Plaintiffs reallege and incorporate, as though fully set forth herein, each and every
27 allegation set forth in the preceding paragraphs of this complaint.

28 197. Interim President Cutrer, Chancellor Garcia, and Sonoma State University made the
decision to continue recruiting student-athletes even after they knew that they would be discontinuing
intercollegiate athletics. They either intentionally chose not to inform these student-athletes so that they

1 would still enroll at Sonoma State—so that Sonoma State would not lose enrollment or tuition for the
2 Spring 2025 semester—or they negligently failed to inform the student-athletes of the pending Decision
3 that would irreparably harm their college careers.

4 198. There is substantial research showing that the college years are some of the most
5 important years of a person’s life. A person’s college career has a huge impact on their trajectory and
6 life-long earning potential. Where a person attends college, how they perform during college, and
7 whether there are substantial disruptions during a college career have serious implications for one’s
8 life-long professional trajectory.

9 199. Given these implications and life-altering impacts of the college experience, a student’s
10 decision about where to attend college has huge implications on their lives. The decision of where to
11 attend is thus incredibly important, and students make these monumental decisions based on all the
12 information available to them in order to make a fully informed decision that is best for them.

13 200. Plaintiffs here made the life-altering decision to attend Sonoma State based on all of the
14 information they had available to them, including that they would be able to compete in intercollegiate
15 athletics. Substantial research has demonstrated that the skills, teamwork, and hard work required to be
16 an intercollegiate student-athlete provides student-athletes with life-affirming skills that benefit them
17 for the rest of their lives. Several studies, for example, have shown that student-athletes generally earn
18 more and take more leadership roles than non-student-athletes.

19 201. Interim President Cutrer, Chancellor Garcia, and Sonoma State’s decision to (1)
20 eliminate intercollegiate athletics; and (2) fail to inform the student athletes was either intentionally or
21 negligently damaging to their athletic, academic, and professional lives.

22 202. There is no question that Interim President Cutrer, Chancellor Garcia, and Sonoma State
23 University knew that the announcement of the Decision would substantially and irreparably harm
24 student-athletes’ college careers and therefore irreparably alter their lives and harm their life
25 trajectories. Interim President Cutrer has repeatedly stated in numerous public interviews and
26 statements that the Decision would severely impact student-athletes emotionally and even
27 traumatically.
28

- 1 1. The review of academic program discontinuation “shall include broad consultation with
- 2 groups or persons likely to be affected by the discontinuance, including enrolled
- 3 students.”
- 4 2. A proposal for academic program discontinuation “shall specify mechanisms to permit
- 5 enrolled students to earn their degrees (teach-out plan) and provide assurance that any
- 6 affiliated Associate Degrees for Transfer (ADTs) are accounted for.”
- 7 3. “The president shall review the proposal [for academic program discontinuation] with
- 8 the advice of the campus academic senate and/or appropriate representative committees
- 9 constituted for this task.”

10 210. Sonoma State’s own policies state that the CSU “has set guidelines” under EP&R 79-10
11 “that campuses must follow in order to discontinue an academic program.”⁹

12 211. CSU regulation, including the procedural safeguards that are required to be followed,
13 are prescriptive and mandatory.

14 212. Despite these clear regulations Defendants failed to follow all three of these mandatory
15 procedural regulations.

16 213. Further, Interim President Cutrer, Chancellor Garcia, and Sonoma State’s January 22,
17 2025 Decision did not even follow Sonoma State’s own policies on discontinuation of academic
18 programs.

19 214. Pursuant to Sonoma State University Policy ID 17384438 (“Discontinuing and
20 Suspending Degree Programs”), at least three procedural requirements were required:

- 21 (1) Pursuant to Sonoma State policy, the Educational Policies Committee of the Academic
- 22 Senate “shall review discontinuance proposals and, if deemed necessary, refer them to
- 23 appropriate faculty governance committees (e.g., Academic Planning, Assessment and
- 24 Resources Committee) for review. The Academic Senate will then forward its
- 25 recommendation to the President.”

26
27
28 ⁹ See Sonoma State University Policy ID 17384438 (“Discontinuing and Suspending Degree Programs”).

1 (2) The policy further requires that under all circumstances, “program discontinuation should
2 result from a deliberate process that considers relevant decision factors described in this
3 policy,” and that such a decision “should not be initiated to address short-term financial
4 crises or personnel shortages.”

5 (3) The policy further requires that whenever an academic degree program is discontinued, the
6 school must “establish a written schedule for the orderly phasing out of the program in order
7 that enrolled students may earn the degree.”

8 215. Defendants failed to follow these mandatory and ministerial policies.

9 216. By failing to abide by the clear, unambiguous, and proscriptive requirements of Sonoma
10 State’s policies on the discontinuation of academic programs, Interim President Cutrer, Chancellor
11 Garcia, and Sonoma State’s January 22, 2025 Decision is an unlawful abuse of discretion and must be
12 set aside and enjoined until the mandated procedural safeguards are satisfied.

13 217. Plaintiffs are all entitled to a writ of mandate because they are all beneficially interested
14 and do not have a plain, speedy, and adequate remedy in the ordinary course of law pursuant to Code of
15 Civil Procedure section 1086.

16 218. Further, even if Defendants’ January 22, 2025 Decision complied with all policies, the
17 decision to abruptly end twenty-three academic degree programs and to eliminate all intercollegiate
18 athletics was arbitrary and capricious and is not supported by substantial evidence.

19 219. In the Decision on January 22, 2025, Interim President Cutrer, Chancellor Garcia, and
20 Sonoma State stated that eliminating intercollegiate athletics would save the University \$3.7 million.

21 220. They further stated that the Decision to eliminate Sonoma State athletics was based
22 solely on the financial deficit that Sonoma State had, and that because of this deficit, Sonoma State
23 could no longer afford to have an intercollegiate athletics program.

24 221. Independent analysis shows that the purported savings of \$3.7 million by eliminating
25 Sonoma State’s athletic programs is incorrect and not based on any sound or accepted financial
26 methodology. Interim President Cutrer, Chancellor Garcia, and Sonoma State have not provided any
27 specifics as to how any of the purported savings were calculated.

28

1 Dated: March 7, 2025

Respectfully Submitted,

2 JOSEPH SAVERI LAW FIRM, LLP.

3
4 By:  _____

5
6 By:  _____

7 Joseph R. Saveri (State Bar No. 130064)
8 David H. Seidel (State Bar No. 307135)
9 JOSEPH SAVERI LAW FIRM, LLP.
10 601 California Street, Suite 1505
11 San Francisco, California 94108
12 Telephone: (415) 500-6800
13 Facsimile: (415) 395-9940

14 GROSS KLEIN PC

15 By:  _____

16 By:  _____

17 Stuart G. Gross (State Bar No. 251019)
18 Ross A. Middlemiss (State Bar No. 323737)
19 GROSS KLEIN PC
20 The Embarcadero
21 Pier 9, Suite 100
22 San Francisco, CA 94111
23 Telephone: (415) 671-4628
24 Facsimile: (415) 480-6688
25 Email: sgross@grosskleinlaw.com
26 rmiddlemiss@grosskleinlaw.com

27 *Attorneys for Plaintiffs*

VERIFICATION

I, Vincent Lencioni, declare:

I am a petitioner in his action. The facts stated in the Petition are either true and correct based on my own personal knowledge, or I am informed and believe that such facts are true and correct, and on that basis I allege them to be true and correct. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on March 6, 2025, in Rohnert Park, California.



Vincent Lencioni

VERIFICATION

I, Wyievee Binda, declare:

I am a petitioner in his action. The facts stated in the Petition are either true and correct based on my own personal knowledge, or I am informed and believe that such facts are true and correct, and on that basis I allege them to be true and correct. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on March 6, 2025, in Rohnert Park, California.



Wyievee Binda

VERIFICATION

I, Janae Schwan, declare:

I am a petitioner in his action. The facts stated in the Petition are either true and correct based on my own personal knowledge, or I am informed and believe that such facts are true and correct, and on that basis I allege them to be true and correct. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on March 6, 2025, in Rohnert Park, California.



Janae Schwan

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

VERIFICATION

I, Joseph Sotelo, declare:

I am a petitioner in his action. The facts stated in the Petition are either true and correct based on my own personal knowledge, or I am informed and believe that such facts are true and correct, and on that basis I allege them to be true and correct. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on March 6, 2025, in Rohnert Park, California.

Joseph Sotelo

Joseph Sotelo

VERIFICATION

I, Mason Hanshaw, declare:

I am a petitioner in his action. The facts stated in the Petition are either true and correct based on my own personal knowledge, or I am informed and believe that such facts are true and correct, and on that basis I allege them to be true and correct. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on March 6, 2025, in Rohnert Park, California.



Mason Hanshaw

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

VERIFICATION

I, Abbey Healy, declare:

I am a petitioner in his action. The facts stated in the Petition are either true and correct based on my own personal knowledge, or I am informed and believe that such facts are true and correct, and on that basis I allege them to be true and correct. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on March 6, 2025, in Rohnert Park, California.


Abbey Healy

VERIFICATION

I, Jose Rios, declare:

I am a petitioner in his action. The facts stated in the Petition are either true and correct based on my own personal knowledge, or I am informed and believe that such facts are true and correct, and on that basis I allege them to be true and correct. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on March 6, 2025, in Rohnert Park, California.

JRIOS

Jose Rios