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20 **UNITED STATES DISTRICT COURT**  
21 **CENTRAL DISTRICT OF CALIFORNIA**  
22 **EASTERN DIVISION**

23 PAUL KELLY, COOPER SHORE, and  
24 JESSE VASQUEZ,  
25  
26 Plaintiffs,  
27  
28 v.  
29 CALIFORNIA BAPTIST UNIVERSITY,  
30  
31 Defendant.

No. 5:26-cv-1450

**COMPLAINT**

**INTRODUCTION**

1  
2 1. In January 2026, California Baptist University (CBU), a private  
3 Christian school in Riverside, California, that receives federal funding, announced  
4 it was eliminating its men’s wrestling, men’s swimming & diving, and men’s golf  
5 teams effective at the end of the academic year.

6 2. The consequences are immediate and severe. Plaintiffs lose their teams,  
7 their coaches, and their training environments, along with the academic support,  
8 facilities, and opportunities that come with varsity athletics. They are forced to  
9 choose between transferring—often at significant academic, financial, and personal  
10 cost—or abandoning their sport altogether, cutting short years of training and the  
11 goals they came to CBU to pursue.

12 3. CBU’s decision was not made because these programs were failing. To  
13 the contrary, they were successful. Men’s wrestling produced national champions  
14 and top finishes at multiple NCAA levels. Men’s swimming & diving earned dozens  
15 of All-American honors. The teams were competitive, academically strong, and  
16 supported by donors and alumni.

17 4. Nor did CBU eliminate these programs for lack of funding. It identified  
18 no financial exigency requiring these cuts. Moreover, the University rejected more  
19 than \$1 million in pledged support to preserve the wrestling program. And it  
20 continues to fund other athletic programs while eliminating these successful men’s  
21 teams.

22 5. And CBU did not eliminate these programs for lack of facilities. The  
23 University will continue operating the corresponding women’s teams in golf and  
24 swimming & diving using the same facilities. It will also maintain other programs  
25 that share the same spaces as wrestling.  
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1           6.     CBU did not eliminate these teams because they were failing, because  
2 of money, or because of space. It eliminated them for one reason only: the sex of the  
3 students who participate in them.

4           7.     CBU cut these teams to reduce the number of male athletes. The  
5 elimination of 69 male roster spots produces near-perfect proportionality with the  
6 student body—precision that can only be achieved through intentional, sex-based  
7 decision making.

8           8.     CBU chose this path by following the Department of Education’s  
9 “three-part test,” an agency interpretation of Title IX that steers schools toward  
10 achieving “substantial proportionality” between athletic participation and  
11 enrollment. *See* 44 Fed. Reg. 71,413 (1979). By steering schools toward proportional  
12 outcomes, that interpretation has, from the outset, led institutions like CBU to reduce  
13 opportunities for one sex in pursuit of numerical targets.

14           9.     But the actual text of Title IX forbids that approach. The landmark civil  
15 rights statute makes clear that it may not be interpreted to require “preferential or  
16 disparate treatment” to address imbalances in participation. 20 U.S.C. § 1681(b).

17           10.    Accordingly, the three-part test—under which schools pursue  
18 “substantial proportionality” by reducing opportunities for one sex—cannot be  
19 squared with Title IX’s command of nondiscrimination. The statute controls, and it  
20 forecloses sex-based line drawing to achieve numerical targets. *Loper Bright*  
21 *Enterprises v. Raimondo*, 603 U.S. 369 (2024).

22           11.    CBU thus did exactly what Title IX prohibits. It eliminated athletic  
23 opportunities for male students to reduce their numbers and achieve a preferred ratio.

24           12.    This case presents a straightforward application of Title IX’s text: a  
25 university that receives federal funds may not exclude students from athletic  
26 opportunities on the basis of sex to engineer proportional outcomes.  
27  
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1 **JURISDICTION AND VENUE**

2 13. This action arises under Title IX of the Education Amendments of  
3 1972, 20 U.S.C. § 1681, *et seq.* This Court has jurisdiction over this federal claim  
4 under 28 U.S.C. §§ 1331 (federal question) and 1343(a) (redress for deprivation of  
5 civil rights). Declaratory relief is authorized by the Declaratory Judgment Act, 28  
6 U.S.C. §§ 2201–2202.

7 14. Venue is proper in this Court under 28 U.S.C. § 1391(b) because  
8 Defendant, California Baptist University, is located within this District and a  
9 substantial part of the acts giving rise to Plaintiffs’ claim occurred in this District.

10 15. Venue in the Eastern Division is proper under 28 U.S.C. § 84(c)(1) on  
11 the grounds that Defendant is located within this division and a substantial part of  
12 the acts giving rise to Plaintiffs’ claim occurred or will occur in Riverside County,  
13 California.

14 **PARTIES**

15 **Plaintiffs**

16 16. Plaintiff Paul Kelly is a United States citizen and student at California  
17 Baptist University for the 2025–2026 school year.

18 17. During the 2025–2026 school year, Paul competed as a Sophomore on  
19 the CBU men’s wrestling team. But for the decision to eliminate the men’s wrestling  
20 team, Paul would continue to compete on the CBU men’s wrestling team throughout  
21 his two remaining years of eligibility.

22 18. Plaintiff Cooper Shore is a United States citizen and student at  
23 California Baptist University for the 2025–2026 school year.

24 19. During the 2025–2026 school year, Cooper competed as a redshirt  
25 junior on the CBU men’s wrestling team. But for the decision to eliminate the men’s  
26 wrestling team, Cooper would continue to compete on the CBU men’s wrestling  
27 team throughout his two remaining years of eligibility.

1 20. Plaintiff Jesse Vasquez is a United States citizen and student at  
2 California Baptist University for the 2025–2026 school year.

3 21. During the 2025–2026 school year, Jesse competed as a graduate  
4 student on the CBU men’s wrestling team.

5 22. Jesse has an agreement to work as a graduate assistant coach for the  
6 CBU wrestling team for the next two years. That opportunity would allow him to  
7 continue his graduate studies, as well as prepare to wrestle in the 2028 Olympics.  
8 Because of CBU’s decision to eliminate the men’s wrestling team, Jesse’s coaching  
9 opportunity is now foreclosed and his chances to qualify for the Olympics in doubt.

10 **Defendant**

11 23. Defendant California Baptist University is a private Christian  
12 university located in Riverside, California, that receives federal financial assistance.

13 **FACTUAL ALLEGATIONS**

14 ***CBU eliminates three men’s teams to reach statistical parity between men and***  
15 ***women***

16 24. In March 2025, CBU announced that it will be joining the Big West  
17 athletic conference for the 2026–2027 academic year. With the announcement, CBU  
18 committed to 17 of its 19 teams, including men’s golf and swimming & diving,  
19 joining the Big West.

20 25. The Big West does not sponsor men’s wrestling. Instead, its three  
21 existing members with wrestling teams compete in the Big XII and Pac-12. CBU’s  
22 men’s wrestling team already competes in the Big XII alongside Big West member  
23 Utah Valley University.

24 26. On January 2, 2026, CBU announced it was eliminating its men’s golf,  
25 swimming & diving, and wrestling teams effective at the conclusion of the 2025–  
26 2026 school year.

1 27. When asked why these sports were chosen for elimination, the  
2 university said that “[a] number of factors were considered including community  
3 impact, Title IX, the House settlement, and available resources and facilities.”

4 28. The University said that no amount of fundraising could reverse the  
5 decision.

6 29. CBU will maintain its women’s golf and swimming & diving teams,  
7 which currently share the same facilities as its men’s teams. CBU will also maintain  
8 its men’s and women’s water polo teams which currently share facilities with men’s  
9 and women’s swimming & diving. The wrestling team currently shares a  
10 competition facility with the women’s volleyball team (not being eliminated) and its  
11 practice facility will be repurposed.

12 30. By cutting men’s golf, swimming & diving, and wrestling, CBU will  
13 come into statistical alignment between the male-to-female ratio of its athletes  
14 compared to the male-to-female ratio of the student body.

15 31. Most recent data available from the U.S. Department of Education  
16 shows that CBU’s total student enrollment is 37.85% male and 62.15% female,  
17 compared to its athletes being 46.19% male and 53.81% female.

18 32. With the elimination of the men’s golf, swimming & diving, and  
19 wrestling teams, the number of male athletes is reduced by 69. The reduction results  
20 in the percentage of male CBU athletes dropping to 36.34%—almost exact  
21 proportionality in relation to total student enrollment.

22 33. CBU directs any questions from the public about its decision to  
23 eliminate the three men’s teams to the athletic compliance office which houses  
24 CBU’s Title IX Coordinator. The public is not directed to the athletic department,  
25 the bursar, or the President’s office.

26 ***CBU’s Wrestling Program***

27 34. After competing for decades at the small-school National Association  
28 of Intercollegiate Athletics (NAIA) level, the CBU men’s wrestling team moved up

1 to National Collegiate Athletic Association (NCAA) Division II in 2011 and up to  
2 NCAA Division I in 2018.

3 35. CBU men’s wrestling is currently the only NCAA Division I men’s  
4 wrestling program in southern California—a hotbed of high school wrestling and  
5 prime recruiting area for collegiate wrestling programs.

6 36. During that growth, CBU’s wrestling program shone. CBU won two  
7 national championships in the National Collegiate Wrestling Association and was  
8 competitive in Division II, ending its five-year run at the level with back-to-back  
9 third-place finishes nationally.

10 37. The team has competed in the Big XII Conference as an affiliate  
11 member along with Big West member Utah Valley University since 2022.

12 38. The program boasts a large alumni group who have supported the  
13 program and donated to the school.

14 ***Wrestlers respond to the school’s decision to eliminate the team***

15 39. After the announcement of CBU’s plan to eliminate the men’s wrestling  
16 team, CBU assistant athletic director Matt Horrocks told the campus newspaper that  
17 the school was “putting a hold on any publicity for men’s swimming & diving, men’s  
18 golf, and wrestling.”

19 40. Student journalists were told not to cover the three sports for the  
20 remainder of the season.

21 41. When the CBU wrestlers sought to wear “Keep CBU Wrestling”  
22 singlets for the final home match of the season, the administration threatened to  
23 forfeit the match unless they wore the normal CBU gear.

24 42. Later, for the Big XII Tournament, wrestlers were banned from wearing  
25 “Keep CBU Wrestling” shirts and discouraged from talking to fans about their cause  
26 during the meet.

27 43. An organization, “Keep CBU Wrestling,” formed to attempt to  
28 convince the school to reverse its decision. The organization is made up of alumni,

1 donors, parents, and supporters and has raised over \$1.2 million in an attempt to save  
2 the program.

3 44. CBU has not reversed its decision and has stated that it will not allow  
4 any of the sports to become club sports at the university, thus effectively foreclosing  
5 any of the Plaintiffs from being able to pursue their athletic activities at CBU.

6 45. In fact, on March 16, 2026, the wrestlers received an email from CBU's  
7 athletics compliance department informing them they had an hour to gather their  
8 belongings and exit the sports facilities. They will no longer have access to use the  
9 wrestling room to train. The wrestlers had intended to use the room to train and  
10 prepare for the U.S. Open wrestling tournament on April 21, 2026.

11 46. On March 19, 2026, Keep CBU Wrestling made a formal proposal to  
12 CBU leadership to maintain the men's wrestling team for three more years to allow  
13 all current team members to complete their education at CBU while participating on  
14 the wrestling team. To date, CBU has not responded to the proposal.

15 ***The team's elimination prevents wrestlers from pursuing their goals***

16 47. Given its faith-based mission, transferring from CBU creates  
17 additional academic hurdles for athletes. CBU students are required to complete 9  
18 credits on Christian faith and doctrine. Those credits, however, are not accepted by  
19 many institutions when an athlete transfers away from CBU.

20 48. Plaintiff Paul Kelly is majoring in mechanical engineering. He is on a  
21 five-year graduation plan to allow him to both wrestle and devote sufficient time to  
22 his studies successfully. He chose to attend CBU because it offered him this  
23 combined opportunity. Should he choose to transfer to continue wrestling, he would  
24 be behind academically. As a result, CBU's decision to eliminate wrestling forces  
25 Paul to choose between continuing his athletic career and timely completing his  
26 studies in his chosen field. Should Paul transfer, he also risks losing the financial aid  
27 he enjoys at CBU.  
28

1 49. Plaintiff Cooper Shore transferred to CBU after his previous school,  
2 Campbell University, cut funding for its wrestling program and changed head  
3 coaches. Because of CBU's decision to eliminate its wrestling team, Cooper now  
4 faces the prospect of transferring schools a second time and finding yet another  
5 wrestling home.

6 50. Cooper would prefer to stay at CBU, however, because he has come to  
7 cherish its faith-based mission. Thus, CBU's opportunity-eliminating decision  
8 forces him to choose between staying where he feels at home and continuing his  
9 wrestling career.

10 51. Plaintiff Jesse Vasquez has dreams of wrestling in the 2028 Olympics.  
11 Those dreams were being furthered by being given the opportunity to coach CBU's  
12 wrestling team as a graduate assistant for the next two years. That opportunity would  
13 allow him to train and improve by focusing on wrestling. Now, Jesse's dreams are  
14 in question; without the opportunity to coach and train at CBU, his path to the  
15 Olympics is compromised.

16 **CLAIM FOR RELIEF**

17 **CAUSE OF ACTION**

18 **CBU's decision to eliminate the men's wrestling team violates Title IX of the**  
19 **Education Amendments of 1972**

20 52. Plaintiff incorporates and realleges the allegations contained in the  
21 preceding paragraphs of this Complaint.

22 53. In violation of Title IX of the Education Amendments of 1972,  
23 20 U.S.C. § 1681, *et seq.*, and the regulations promulgated thereunder, *see* 34 C.F.R.  
24 § 106, *et seq.*, Defendant's decision to eliminate the men's wrestling team  
25 discriminates against Plaintiffs based on their sex by preventing them from  
26 participating as varsity athletes for CBU.

27 54. Title IX prohibits discrimination on the basis of sex in any education  
28 program or activity that receives federal financial assistance. 20 U.S.C. § 1681(a).

1 55. Defendant receives federal financial assistance.

2 56. Defendant’s men’s wrestling team is a program or activity within which  
3 Title IX prohibits discrimination on the basis of sex.

4 57. Defendant’s decision to eliminate the three men’s teams, including  
5 wrestling, was made to reach statistical parity or proportionality between the ratio of  
6 male and female athletes and the general undergraduate enrollment at CBU.

7 58. That decision runs counter to Title IX’s admonition that the statute’s  
8 command of equal treatment “shall [not] be interpreted to require any educational  
9 institution to grant preferential or disparate treatment to the members of one sex on  
10 account of an imbalance which may exist with respect to the total number or  
11 percentage of persons of that sex participating in [athletics], in comparison with the  
12 total number or percentage of persons of that sex [enrolled at CBU.]” 20 U.S.C.  
13 § 1681(b).

14 59. Therefore, cutting the men’s wrestling team in order to reach statistical  
15 parity between the ratio of male and female athletes and the general undergraduate  
16 enrollment at CBU violates Title IX’s rule that “[n]o person shall, on the basis of  
17 sex, be excluded from participation in . . . any interscholastic, intercollegiate, club  
18 or intramural athletics offered by a recipient . . . .” 34 C.F.R. § 106.41(a).

19 60. Nor does the 1979 Policy Interpretation of Title IX, 44 Fed. Reg.  
20 71,413, excuse CBU’s decision to eliminate men’s teams to reach sex-based  
21 proportionality. In addition to the Policy Interpretation conflicting with Title IX’s  
22 express statutory prohibition against the use of proportionality, 20 U.S.C. § 1681(b),  
23 the Policy Interpretation would violate the Fourteenth Amendment’s Equal  
24 Protection Clause by allowing for sex-based discrimination.

25 61. With the elimination of the men’s wrestling team due to the sex of its  
26 members, Plaintiffs are no longer able to train or compete at the collegiate varsity  
27 level, nor do they have access to the coaching, facilities, equipment, healthcare,  
28 nutrition, sports training, and academic support afforded to varsity athletes at CBU.



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Respectfully submitted,

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