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NO. 26-CI-007009

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JEFFERSON CIRCUIT COURT
DIVISION ELEVEN (11)
JUDGE BRIAN EDWARDS
MEDIA 5022

LEVAVIUM WELLS II, DONOVAN
ODAY, D'ANGELO HUTCHINSON,
KAYDEN CAMPBELL, MARK
MITCHELL, JUSTIN ALLEN, FRED
KING, COLIN PORTER, ALBERT
VARGAS FRITO, JABARI MACK,
THOMAS CASTELLANOS, BILLY
SMITH, SKYY CLARK, SETH
TRIMBLE, REESE RAGLAND,
JAYLEN WESTER, RYLEN SU'A-
FILO, MACKAVELLI MALOTUMAU,
JOSIE GILVIN, JAWAUN
NORTHINGTON, CLAUDIA
HOFMEISTER, LEVI SANDIDGE,
MACY WHISENAND, CARDELL
BAILEY, DAMONI HARRISON,
EMMANUEL OKORAFOR, GARRETT
HELSEL, JALYN BROWN, JAVON
JACKSON, KATIE FICHTNER,
KRISTINA PAEGLE, ORLANDO
LOVEJOY, REGAN DANCER, OLIVIA
ALBERT, AIDAN HADAWAY,
CAZEEM MOORE, AND ZOE
HAMMOND

PLAINTIFFS

SECOND AMENDED COMPLAINT,¹
v. **REQUEST FOR TEMPORARY RESTRAINING ORDER,**
TEMPORARY INJUNCTION,
AND PERMANENT INJUNCTION

NATIONAL COLLEGIATE ATHLETIC
ASSOCIATION

DEFENDANT

PRELIMINARY STATEMENT

¹ **NOTE:** This Second Amended Complaint adds additional student athletes as Plaintiffs and includes additional allegations of the NCAA's additional injurious misconduct post-dating the filing of the Original and First Amended Complaints; however, it does not alter the claims being made or relief sought from the original Complaint.

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Plaintiffs Levaviu Wells II, Donovan Oday, D'Angelo Hutchinson, Kayden Campbell, Mark Mitchell, Justin Allen, Fred King, Colin Porter, Albert Vargas Frito, Jabari Mack, Thomas Castellanos, Billy Smith, Skyy Clark, Seth Trimble, Reese Ragland, Jaylen Wester, Rylen Su'a-Filo, Mackavelli Malotumau, Josie Gilvin, Jawaun Northington, Claudia Hofmeister, Levi Sandidge, Macy Whisenand, Cardell Bailey, Damoni Harrison, Emmanuel Okorafor, Garrett Helsel, Jalyn Brown, Javon Jackson, Katie Fichtner, Kristina Paegle, Orlando Lovejoy, Regan Dancer, Olivia Albert, Aidan Hadaway, Cazeem Moore, and Zoe Hammond, by and through undersigned counsel, bring this action to challenge the application of Defendant National Collegiate Athletic Association's ("NCAA") Seasons of Competition Rule, contained in NCAA Bylaw 12.6, as applied to Plaintiffs. In light of Defendant's rule change allowing all athletes graduating high school after 2022 to compete in five seasons of competition without needing to "redshirt," the NCAA's application of Bylaw 12.6 to Plaintiffs unfairly limits the number of games they can participate in during their "five-year eligibility window" and unfairly denies them a benefit—a fifth season of competition—that the NCAA now affords to every other class of student-athlete, while unjustifiably restraining Plaintiffs' ability to earn money through use of their name, image, and likeness ("NIL") connected to their work as Division I athletes.

NCAA athletes have a reasonable expectation that they will be treated fairly by the NCAA and that NCAA rules will be applied consistently, regardless of the athlete's background before they attend an NCAA school, and regardless of the year in which they graduated from high school. For the last four years, 2022 high school graduates have been competing against older, stronger, and more experienced players allowed five (and even six) seasons of competition due to a Covid era waiver granted to all athletes graduating high school and enrolling in college between 2017 and 2020. The NCAA has finally codified the five years of competition on a permanent basis,

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with a final vote on June 23, 2026. But in doing so, the NCAA intentionally excluded all current college seniors that are part of the high school Class of 2022 and have not redshirted. That decision violates the covenant of good faith and fair dealing under Kentucky law in connection with the NCAA's Division I Manual/Bylaws—a contractual agreement between the NCAA and its member schools of which all Division I athletes are intended third-party beneficiaries.

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Likewise, the NCAA's decision to allow former professional basketball players to return to college without losing a "season of competition," allowing 2022 high school graduates to compete in the 2026-27 season so long as they played at least one season of professional basketball right after high school, violates the covenant of good faith and fair dealing and also violates the Kentucky Consumer Protection Act (KRS § 367.170, *et seq.*).

While it is too late for many similarly situated athletes who competed in the 2025-26 academic year to secure roster spots to compete in 2026-27, these Plaintiffs all believe they still have opportunities to play in 2026-27 if they can obtain immediate injunctive relief from this Court. Such relief would allow them to sign scholarship and revenue sharing agreements with NCAA Division I schools along with third-party agreements compensating them for use of their name, image, and/or likeness ("NIL").

Plaintiffs seek a declaratory judgment pursuant to CR 57 that Defendant breached the covenant of good faith and fair dealing and express contractual obligations to Plaintiffs under Kentucky law, and violated the Kentucky Consumer Protection Act, KRS § 367.170, *et seq.*

Plaintiffs also seek a temporary restraining order, and thereafter a temporary injunction and permanent injunction enjoining the NCAA from enforcing its bylaws to preclude Plaintiffs from competing in NCAA Division I athletics in the 2026-27 season. The Plaintiffs seek such a restraining order pursuant to CR 65.03 and temporary injunctive relief pursuant to CR 65.04 since

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Plaintiffs will suffer immediate and irreparable injury if they are unable to compete in the 2026-2027 season.

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I. SUMMARY OF ARGUMENT

1. For almost fifty years, the NCAA has enforced a rule providing Division I college athletes with a five-year window to exhaust their competition eligibility (the “Five-Year Rule”).² However, up through this year, the NCAA unfairly limited college athletes to *competing* in only four seasons of intercollegiate competition (the “Four Seasons Rule”)³ and otherwise dictated that a college athlete may use the fifth year only to compete in team activities without, or with limited, participation in intercollegiate competition (the “Redshirt Rule”).⁴ While Plaintiffs believe the NCAA’s rules violated Section 1 of the Sherman Act as set forth in *Patterson v. NCAA*, Case No. 3:25-cv-00994, currently pending before the United States District Court for the Middle District of Tennessee, these Plaintiffs are not making a Sherman Act claim in this case.

² NCAA Bylaw 12.6.1 Five-Year Rule. A student-athlete shall complete the student-athlete’s seasons of competition within five calendar years from the beginning of the semester or quarter in which the student-athlete first registered for a minimum full-time program of studies in a collegiate institution, with time spent on an official religious mission, in the armed services or with recognized foreign aid services of the U.S. government being excepted. For international students, service in the armed forces of the student’s home country is considered equivalent to such service in the United States. *See* Ex. 1, *NCAA*, 2025-26 NCAA Division I Manual, Bylaw 12.6.1, at 46 (2025).

³ NCAA Bylaw 12.6 Seasons of Competition: Five-Year Rule. A student-athlete shall not engage in more than four seasons of intercollegiate competition in any one sport (see Bylaws 12.02.3 and 14.3.3). An institution shall not permit a student-athlete to represent it in intercollegiate competition unless the student-athlete completes all seasons of competition in all sports within the time periods specified below. Ex. 1, *NCAA*, 2025-26 NCAA Division I Manual, Bylaw 12.6, at 46 (2025).

⁴ The “Redshirt Rule” is not a discrete NCAA Bylaw but rather a term of art describing how a college athlete may preserve a season of competition by not competing (or minimally competing) under several interrelated provisions of the *NCAA Division I Manual*. A redshirt year may occur in multiple ways including, *inter alia*:

- *Institutional Redshirt (Non-Participation)*: A student-athlete withheld from competition for a season does not use a season of competition unless competition thresholds are crossed. *See* Ex. 1, *NCAA*, 2025-26 NCAA Division I Manual, Bylaw 12.6.1.7.1(a), at 48 (2025).
- *Sport-Specific Exceptions*: Certain sports, such as football, permit limited competition without triggering use of a season (e.g., competition in up to four games). Ex. 1, *NCAA*, 2025-26 NCAA Division I Manual, Bylaw 12.6.3.1.6, at 50 (2025).
- *Academic Redshirts*: First-year students admitted as “academic redshirts” must serve a year of residence before competing, preserving their seasons of competition. *See* Ex. 1, *NCAA*, 2025-26 NCAA Division I Manual, Bylaw 14.3.1.2, at 140 (2025).

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2. However, over the last year, the NCAA has made two changes to remedy its antitrust violations on a go-forward basis. First, last Summer, the NCAA began allowing basketball players to play a full professional season before entering college, then return to college and play in four seasons of competition. Perversely, athletes (like Plaintiffs) who went to college right after high school and played minimal minutes in their freshman year lost a season of competition, while athletes who postponed college to play a full season of professional competition could then return to school and play four years of college basketball.

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3. Second, this April, the NCAA announced it would change its rules to allow all players to compete in all five seasons of eligibility without the need for a redshirt beginning in August 2026 (“Five-for-Five”). Specifically, the new rule will allow all athletes to fully compete for five years starting when they enroll in college.⁵ Unfortunately, rather than implementing this rule for all athletes, the NCAA unfairly excluded many athletes from the Class of 2022—even though they are still within five years of enrolling in college for the first time.⁶

4. Plaintiffs are intended third-party beneficiaries of the membership agreement between the NCAA and its member institutions, which incorporates the NCAA Bylaws⁷ by reference. Under Kentucky law, every contract carries an implied covenant of good faith and fair dealing that prohibits a party from acting in a manner that destroys or injures the right of the other party to receive the benefit of the contract. The NCAA promises all athletes the right to compete on a level playing field, but has tilted that playing field away from Plaintiffs and other 2022 high school graduates in both directions. At the start of their college careers, Plaintiffs and other 2022

⁵ Or starting in the academic year after they turn 19 years old if they turn 19 before enrolling in college. <https://www.ncaa.org/news/2026/6/5/media-center-di-cabinet-modifies-age-based-eligibility-concept.aspx> (last visited June 8, 2026).

⁶ The NCAA will still allow athletes who graduated from high school in 2022 to play in the 2026-27 academic year so long as they previously redshirted.

⁷ See Ex. 1, 2025-26 NCAA Manual.

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high school graduates were forced to compete against older, stronger, and more experienced athletes for roster spots and playing time because the NCAA gave all athletes enrolled in school during COVID a fifth season of competition. In the middle of their careers, an additional year of eligibility was extended to all athletes who finished high school in 2021 and spent their first year after high school in junior college. Then, at the end of their college careers, the NCAA made the fifth season of competition a permanent rule change – but excluded the Plaintiffs’ 2022 class from the benefits of the change.

5. The NCAA also violated the covenant of good faith and fair dealing with respect to its treatment of former professional basketball players in contrast to its treatment of Plaintiffs. After claiming for years that it would never allow former professional players to play the same sport in college, last summer, the NCAA decided to allow former G League and European professional basketball players to return to college without losing a year of eligibility for every professional season played. A 2022 high school graduate who played professionally in the 2022-23 school year will now be allowed to play in the upcoming 2026-27 season while a 2022 high school graduate who went straight to college and played even a single minute of basketball (like each Plaintiff) – even if it was a junior college outside of the NCAA’s purview – will not be allowed to play in 2026-27. The NCAA’s exclusion of Plaintiffs in favor of former professional players is a violation of the NCAA’s obligation of good faith and fair dealing. As intended third-party beneficiaries of the NCAA’s bylaws, Plaintiffs have standing to pursue a claim for violations of the covenant of good faith and fair dealing in connection with NCAA rule changes that preclude Plaintiffs from receiving the benefits and fair competition they expected.

6. Finally, the NCAA’s consistent advertising to high school players (including Plaintiffs) that they could not play professionally and then return to college to play the same sport

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violated the Kentucky Consumer Protection Act (KRS § 367.170, *et seq*). The violation is clear in light of the NCAA's subsequent reversal allowing some former professionals to play in college during the 2026-2027 season, while denying Plaintiffs the same opportunity.

7. To be clear, Plaintiffs do not challenge the concept of a defined eligibility period or the NCAA's Five-Year Rule itself (as amended). Rather, they challenge the NCAA's application of rules that afforded the athletes Plaintiffs competed against in college (from the high school classes of 2017, 2018, 2019, 2020, 2021,⁸ 2023, 2024, and 2025) an additional year of competition while denying Plaintiffs the same opportunity. The NCAA then compounded the problem by allowing former professional players to compete in a fifth year of competition following high school graduation regardless of the number of professional games they had played, while denying Plaintiffs the same opportunity for a fifth year of competition.

8. The consequences of the NCAA's actions are particularly stark with respect to financial opportunities. College athletes like Plaintiffs who first enrolled in 2022 only had an opportunity to receive one year of the \$20.5 million in annual payments that Division I universities are now permitted to pay out to college athletes. This selective denial of benefits, when juxtaposed with the windfalls provided to earlier academic year classes, underscores the arbitrary and unfair nature of the NCAA's application of its Four Season Rule to Plaintiffs.

II. CLAIM FOR RELIEF

9. Plaintiffs seek the non-monetary remedies of declaratory judgment, temporary and permanent injunctive relief, and attorney's fees within the jurisdictional limits of this Court.

III. PARTIES

Plaintiffs in the initial Complaint

⁸ As another example of the arbitrariness of the NCAA's rules, only athletes that graduated high school in 2021 and spent their first year after high school at a junior college received an extra year.

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10. Plaintiff **Levaviu Wells II** played all four seasons of his college basketball career at Northern Kentucky University in Highland Heights, Kentucky, from 2022-26. He competed for playing time against Trey Robinson, Josh Dilling, Jake Evans, Trevon Faulkner, Xavier Rhodes, and Chris Brandon, each of whom was in their fifth season of competition. If granted another year, he might play at the University of Louisville, University of Notre Dame, the University of North Carolina at Charlotte, or the University of Southern California, all of which have shown interest and have a roster spot available.

11. Plaintiff **Donovan Oday** played basketball at McNeese State University in the 2022-23 season, at California State University, Fullerton in the 2023-24 and 2024-25 seasons, and at Northern Kentucky University in the 2025-26 season. He competed for playing time against Zach Visentin, John Mikey Square, Zach Scott, and Tyron McMillan, who were in their fifth seasons of competition, and Zion Richardson, who was in his sixth season. He is not sure where he will play if granted another year, and is having difficulty with his decision because NCAA rules currently prohibit him from speaking with any coaches other than his previous school even though he has graduated and been declared eligible.⁹

12. Plaintiff **D'Angelo Hutchinson Jr.** played football at the University of Louisville in Louisville, Kentucky from 2022-26. He played games against Clemson University. Over his career, he played with and against players in their fifth and sixth seasons of competition including Josh Minkins, Myles Griffin, Cam'Ron Kelly, Carson Beck, Hunter Helms, CJ Daniels, Sam Hartman, and Adam Randall. He is not sure where he will play if granted another year, and is having difficulty with his decision because NCAA rules currently prohibit him from speaking with

⁹ See para. 29, *infra.*, concerning "Colorado Order."

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any coaches other than his previous school even though he has graduated and been declared eligible.

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13. Plaintiff **Kayden Campbell** played baseball at the University of Louisville in Louisville, Kentucky in the 2023-24 season, then transferred to Georgia Institute of Technology for the 2025-26 season. Over his career, he played against numerous fifth and sixth year players. He is not sure where he will play if granted another year, and is having difficulty with his decision because NCAA rules currently prohibit him from speaking with any coaches other than his previous school even though he has graduated and been declared eligible.

14. Plaintiff **Mark Mitchell** played basketball at Duke University in the 2022-23 and 2023-24 seasons, then transferred to the University of Missouri for the 2024-25 and 2025-26 seasons. He played games against the University of Kentucky and the University of Louisville, both located in the Commonwealth of Kentucky. He competed for playing time against Jayden Stone, Tony Perkins, Josh Gray, Ryan Young, and Neal Begovich, who were in their fifth seasons of competition, and Jacob Crews, Caleb Grill, and Jacob Grandison, who were in their sixth seasons. He is not sure where he will play if granted another year, and is having difficulty with his decision because NCAA rules currently prohibit him from speaking with any coaches other than his previous school even though he has graduated and been declared eligible.

15. Plaintiff **Justin Allen** played basketball at Carnegie Mellon University in the 2022-23, 2023-24, and 2024-25 seasons, then transferred to the University of Wisconsin-Green Bay for the 2025-26 season. He played games in Kentucky against fifth and sixth year players at Northern Kentucky University. He competed for playing time against Preston Ruedinger, who was in his fifth season of competition. If granted another year, he intends to return to the University of Wisconsin-Green Bay, which has a roster spot available for him.

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16. Plaintiff **Fred King** played basketball at Creighton University in the 2022-23, 2023-24, and 2024-25 seasons, then transferred to Murray State University in Murray, Kentucky for the 2025-26 season. He competed for playing time against Ryan Kalkbrenner, Steven Ashworth, and Francisco Farabello, who were in their fifth seasons of competition, and JJ Traynor, who was in his sixth season. He is not sure where he will play if granted another year, and is having difficulty with his decision because NCAA rules currently prohibit him from speaking with any coaches other than his previous school even though he has graduated and been declared eligible.

17. Plaintiff **Colin Porter** is a native of Kentucky who played all four seasons of his college basketball career at Liberty University from 2022-26. He competed for playing time against Kyle Rode, Shiloh Robinson, Taelon Peter, and Darius McGhee, who were in their fifth seasons of competition, Gabriel McKay, Kaden Metheny, and Josh Smith, who were in their sixth seasons, and Isaiah Ihnen, who was in his seventh season. If granted another year of eligibility, he might play at Marshall University, the College of Charleston, or Liberty University, all of which have shown interest and have a roster spot available.

18. Plaintiff **Albert Vargas Brito** played basketball at Monroe College, a non-NCAA junior college, in the 2022-23 and 2023-24 seasons, at Southern Connecticut State University in the 2024-25 season, and at Robert Morris University in the 2025-26 season. He played games against Northern Kentucky University. He competed for playing time against Kaleb Brown and Ubong Okon, who were in their fifth seasons of competition. Vargas Brito played two seasons at a non-NCAA junior college. If the NCAA treated community college as it treats professional basketball, his first JUCO season would not have counted against his season of competition limit and he would be eligible for the 2026-27 season. If granted another year, he might play at the

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University of North Carolina at Charlotte or Gardner-Webb University, both of which have shown interest and have a roster spot available.

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19. Plaintiff **Jabari Mack** played football at Jacksonville State University from 2022-25 and the University of Louisville in Louisville, Kentucky from 2025-26. He competed with and against Miller Moss, Dacari Collins, Caullin Lacy, Rodney Johnson, Justin Beadles, Wesley Bailey, Jojo Evans Jr., Rasheed Miller, Zion Webb, PJ Wells, Brannon Spector, Sean Brown, Laletia Hale, Curley Young Jr., Cam Jones, who were in their fifth seasons of competition. If granted another year, he might play at the University of Louisville, Oregon State University, or Syracuse, but he is having difficulty because coaches are hesitant to communicate with him because of the NCAA ghost transfer rules.

Plaintiffs in the First Amended Complaint

20. Plaintiff **Thomas Castellanos** played football at the University of Central Florida during the 2022-2023 season, at Boston College during the 2023-2024 and 2024-2025 seasons, and at Florida State University during the 2025-2026 season. During his collegiate career, he competed in Kentucky against the University of Louisville. He competed against and alongside Gunnar Hansen, Darrell Jackson Jr., Richie Leonard IV who were in their fifth season of competition and Roydell Williams and Stefon Thompson, who were each in their sixth year. Plaintiff does not yet know where he would play if granted an additional season of eligibility. His ability to evaluate potential opportunities is presently limited by NCAA rules restricting his communications with other institutions and coaches regarding a potential transfer or additional season of competition. Plaintiff is currently enrolled at Florida State University, but they do not have any roster spots available, so he cannot play there this year.

21. Plaintiff **Billy Smith** played basketball at Miami University in Oxford, Ohio in the

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2022-23 season, at Bellarmine University in Louisville, Kentucky in the 2023-24 and 2024-25 seasons, and at the University of Tennessee at Chattanooga in the 2025-26 season. He competed for playing time against Mekhi Lairy, Bash Weiland, Dezmond McKinney, Dylan Branson, Alec Pfriem, Brennan Watkins, Jikari Johnson, who were in their fifth season of competition, and Garrett Tipton, who was in his sixth season. He is not sure where he will play if granted another year of eligibility and is having difficulty with his decision because NCAA rules currently prohibit him from speaking with any coaches other than his previous school even though he has graduated and been declared eligible.

22. Plaintiff **Sky Clark** played basketball at the University of Illinois in Champaign, Illinois in 2022-23, then at the University of Louisville in Louisville, Kentucky for 2023-24 seasons, and at the University of California, Los Angeles in Los Angeles, California for the 2024-25 and 2025-26 seasons. He competed for playing time against Jamar Brown, Matthew Mayer, and Dominick Harris, Sr., who were in their fifth seasons of competition. If he gets another year of eligibility, he may play at LSU, which has a roster spot available for him and has shown interest.

New Plaintiffs in this Second Amended Complaint

23. Plaintiff **Seth Trimble** played all four seasons of his college basketball career at the University of North Carolina from 2022-26. He competed for playing time against RJ Davis, Armando Bacot, Paxson Wojcik, Pete Nance, and Leaky Black, who were in their fifth seasons of competition, and Jae'Lyn Withers, Tyzhaun Claude, and Cormac Ryan, who were in their sixth seasons. If granted another year, he plans to play at the University of Louisville, which has shown interest and has a roster spot available. Plaintiff has been injured in Kentucky by playing against fifth and sixth year players in the two games against the University of Louisville.

24. Plaintiff **Reese Ragland** is a resident of the Commonwealth of Kentucky. Ragland

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enrolled at Tulane University in August 2022 as a three-sport, full-scholarship student-athlete in indoor track, outdoor track, and cross country. She competed for four years in indoor track and in cross country at Tulane, but did not compete in outdoor track during her fourth year, and therefore retains a year of eligibility remaining in that discipline. Ragland graduated from Tulane in May 2026 and, in August 2026, enrolled as a graduate student at the University of Delaware on a full athletic scholarship covering indoor track, outdoor track, and cross country. On August 21, 2026, Delaware's compliance office notified Ragland that, because the *Wisne v. NCAA* injunction had been stayed, she could not compete in cross country or indoor track and could no longer practice with the cross-country team. Ragland's first cross country meet of the season is scheduled for Friday, September 4, 2026, and absent immediate relief she will lose the opportunity to compete in that meet and in the season that follows.

25. Plaintiff **Jawaun Northington** played football for Murray State University from 2022-25, where he was a standout running back. Northington is a graduate of Louisville's DuPont Manual High School in Jefferson County in the class of 2022. At Murray State, Northington competed alongside fifth year players on the team. Murray State begins its 2026-27 football season on August 27, 2026, with a game against Eastern Illinois, in which Northington cannot play. The NCAA's conduct in denying Plaintiff a fifth season of eligibility directly injures Plaintiff within this State. If he gets another year of eligibility, he plans to return for the remainder of the season at Murray State for the 2026 season and has already enrolled.

26. Plaintiff **Jaylen Wester** played football at Florida Atlantic University in the 2022-23 season, at the University of Colorado in the 2024 season, and at Western Kentucky University in the 2025 season. He competed for playing time against Nikhai Hill-Green, Casey Thompson, Shilo Sanders, Lajohntay Wester, and Moussa Barry, each of whom was in his fifth season of

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competition. If granted another year, he intends to remain at Western Kentucky University for the 2026-27 season. Plaintiff plays for Western Kentucky University, located in Kentucky, and the NCAA's conduct in denying Plaintiff a fifth season of eligibility directly injures Plaintiff within this State.

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27. Plaintiff **Rylen Su'a-Filo** played football at Western Kentucky University. He competed for playing time against Zach Strand and Maverick McIvor, each of whom was in his fifth season of competition. If granted another year, he intends to remain at Western Kentucky University for the 2026-27 season. Plaintiff plays for Western Kentucky University, located in Kentucky, and the NCAA's conduct in denying Plaintiff a fifth season of eligibility directly injures Plaintiff within this State.

28. Plaintiff **Mackavelli Malotumau** played football for Utah Tech in the 2022 season and for the University of Nevada from 2023-2024. He played football for Western Kentucky University in the 2025 season. At each school, he played alongside fifth-and-sixth year players. The NCAA's conduct in denying Plaintiff a fifth season of eligibility directly injures Plaintiff within this State. If he gets another year of eligibility, he plans to play football at Western Kentucky University and has already enrolled.

29. Plaintiff **Josie Gilvin** played women's basketball at Western Kentucky University from 2022-26. She is a 2022 graduate of Sacred Heart Academy in Louisville, Jefferson County, Kentucky and remains a Kentucky resident. At Western, she played alongside fifth year players. If she gets another year of eligibility, she plans to play women's basketball at Western Kentucky University and has already enrolled.

30. Plaintiff **Claudia Hofmeister** played women's golf at Delaware State University from 2022-24. She has since played women's golf at Morehead State University in Rowan County,

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Kentucky from 2024-26 and has already enrolled. At golf tournaments, she competed against fifth year players. If she gets another year of eligibility, she plans to play women's golf at Morehead State University in Kentucky and has already enrolled. Her first golf tournament, should she be granted eligibility, will be Labor Day weekend.

31. Plaintiff **Macy Whisenand** rowed with the University of Louisville women's rowing team from 2022-2026. In her freshman year, she rowed alongside fifth year rowers. If she gets another year of eligibility, she plans to continue rowing with the University of Louisville and has already enrolled.

32. Plaintiff **Levi Sandidge** swam for the University of Kentucky's swim team from 2022-26. While on UK's swim team, he swam alongside—and against—numerous swimmers in their fifth year of eligibility. If he gets another year of eligibility, he plans to swim for the University of Kentucky and has already enrolled.

33. Plaintiff **Cardell Bailey** played basketball at a non-NCAA junior college in the 2022-23 and 2023-24 seasons, then at the University of Maryland Eastern Shore in the 2024-25 season, and at the University of Southern Indiana in the 2025-26 season. He competed for playing time against Evan Johnson, Jalen Ware, and Lawrence Foreman, each of whom was in his fifth season of competition. Bailey played two seasons at a non-NCAA junior college. If the NCAA treated junior college competition as it treats professional basketball, his first seasons would not have counted against his season of competition limit and he would be eligible for the 2026-27 season. Plaintiff has been injured in Kentucky by playing against fifth and sixth year players in the games against Morehead State University and Murray State University.

34. Plaintiff **Damoni Harrison** played basketball at Tallahassee Community College, a non-NCAA junior college, in the 2022-23 and 2023-24 seasons, at the University of Southern

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Indiana in the 2024-25 season, and at the University of North Carolina at Charlotte in the 2025-26 season. He competed for playing time against Kuluel Mading and Ethan Butler, who were in their fifth seasons of competition, and Kylan Blackmon, who was in his sixth season. Harrison played two seasons at a non-NCAA junior college. If the NCAA treated junior college competition as it treats professional basketball, his first season would not have counted against his season of competition limit and he would be eligible for the 2026-27 season. Plaintiff has been injured in Kentucky by playing against fifth and sixth year players in the games against Bellarmine University and Morehead State University.

35. Plaintiff **Emmanuel Okorafor** played basketball at the University of Louisville in Louisville, Kentucky in the 2022-23 and 2023-24 seasons, then transferred to Seton Hall University for the 2024-25 season, and to Wichita State University for the 2025-26 season. He competed for playing time against Mike Gray Jr., Dylan Addae-Wusu, Chaunce Jenkins, and Yacine Toumi, who were in their fifth seasons of competition, and Zan Payne, who was in his sixth season. Plaintiff played for the University of Louisville, located in Kentucky, and the NCAA's conduct in denying Plaintiff a fifth season of eligibility directly injures Plaintiff within this State.

36. Plaintiff **Garrett Helsel** played baseball at Southern Illinois University from 2022-25, then at Xavier University in the 2025-26 season. He was selected in the MLB Draft League. He competed for playing time against Taylor Brininga, John Stallcup, Nick Terrell, Luke Hammond, Evan Vassilou, and Cooper Robinson, each of whom was in his fifth season of competition, and Nick Boyle, who was in his sixth season. If granted another year, he intends to remain at Xavier University for the 2026-27 season. Plaintiff has been injured in Kentucky by playing against fifth and sixth year players in three games against Morehead State University and

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one against the University of Louisville.

37. Plaintiff **Jalyn Brown** played basketball at the University of Louisville in Louisville, Kentucky in the 2022-23 season, then transferred to Arizona State University for the 2023-24 and 2024-25 seasons, and to Michigan State University for the 2025-26 season. She competed for playing time against Morgan Jones, Christlyn Carr, Makasa Robinson, Kateri Pool, and Jazion Jackson, each of whom was in her fifth season of competition. Plaintiff played for the University of Louisville, located in Kentucky, and the NCAA's conduct in denying Plaintiff a fifth season of eligibility directly injures Plaintiff within this State.

38. Plaintiff **Javon Jackson** played basketball at Southern Nazarene University, an NCAA Division II institution, in the 2022-23 season, at Utah State University in the 2023-24 season, at the University of Illinois Chicago in the 2024-25 season, and at Murray State University in Murray, Kentucky in the 2025-26 season. He competed for playing time against Manny Dixon, Adokiye Iyaye, Darius Brown II, Ian Martinez, Max Agbonkpolo, Tyem Freeman, Joshua Reaves, Koby Jeffries, JJ Traynor, and Mason Miller, each of whom was in his fifth season of competition. Plaintiff played for Murray State University, located in Kentucky, and the NCAA's conduct in denying Plaintiff a fifth season of eligibility directly injures Plaintiff within this State.

39. Plaintiff **Katie Fichtner** played all four seasons of her college field hockey career at Ohio State University from 2022-26. She competed for playing time against Emma Goldean, Sarah Richards, Maya Walker, Makenna Webster, Delaney Lawler, and Leanne Bough, each of whom was in her fifth season of competition. If granted another year, she intends to remain at Ohio State University for the 2026-27 season. Plaintiff has been injured in Kentucky by playing against fifth and sixth year players in games against the University of Louisville and against Bellarmine University.

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40. Plaintiff **Kristina Paegle** played all four seasons of her collegiate swimming career at Indiana University from 2022-26. She competed for playing time against Brendan Burns, Ashley Turak, Tomer Frankel, Jassen Yep, Van Mathias, Maggie Wallace, Mackenzie Looze, Mikey Calvillo, and Gavin Wight, each of whom was in her fifth season of competition. If granted another year, she intends to remain at Indiana University for the 2026-27 season. Plaintiff has been injured in Kentucky by playing against fifth and sixth year players in the following games: two competitions against the University of Kentucky and two competitions against the University of Louisville.

41. Plaintiff **Orlando Lovejoy** played basketball at Eastern Michigan University in the 2022-23 and 2023-24 seasons, then at the University of Detroit Mercy for the 2024-25 and 2025-26 seasons. He competed for playing time against Legend Geeter, Jared Lary, John McGriff, and Derek Ballard Jr., who were in their fifth seasons of competition, and Emmanuel Kuac, who was in his sixth season. If granted another year, he might play at the University of Wisconsin-Green Bay, the University of the Pacific, or Rice University, all of which have shown interest and have a roster spot available. Plaintiff has been injured in Kentucky by playing against fifth and sixth year players in three games against Northern Kentucky University.

42. Plaintiff **Regan Dancer** played all four seasons of her college soccer career at Xavier University from 2022-26. She competed for playing time against Maddie Reid, Fiona Ski, Giulia Giovinazzi, Grace Menser, Ashley Bowles, and Molly McLaughlin, each of whom was in her fifth season of competition. If granted another year, she intends to remain at Xavier University for the 2026-27 season. Plaintiff has been injured in Kentucky by playing against fifth and sixth year players in the following games: a game against Eastern Kentucky University, two games against the University of Kentucky, a game against Northern Kentucky University, three games

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against the University of Louisville, a game against Murray State University, and a game against Western Kentucky University.

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43. Plaintiff **Olivia Albert** played all four seasons of her college soccer career at Indiana University from 2022-26. Plaintiff played with and against fifth and sixth year players throughout her college career. Plaintiff has been injured in Kentucky by playing against fifth and sixth year players in games against Bellarmine University and the University of Louisville.

44. Plaintiff **Aidan Hadaway** played all four seasons of his college basketball career at Ohio University from 2022-26. Plaintiff played with and against fifth and sixth year players throughout his college career. Plaintiff has been injured in Kentucky by playing against fifth and sixth year players in a game against the University of Louisville.

45. Plaintiff **Cazeem Moore** played football at Elon University in the 2022-23, 2023-24, and 2024-25 seasons, then transferred to the University of Virginia for the 2025-26 season. Plaintiff played with and against fifth and sixth year players throughout his college career. Plaintiff has been injured in Kentucky by playing against fifth and sixth year players in a game against the University of Louisville.

46. Plaintiff **Zoe Hammond** played all four seasons of her collegiate tennis career at the University of Kentucky from 2022-26. She competed for playing time against Maialen Morante and Elizabeth Stevens, each of whom was in her fifth season of competition. If granted another year, she might play at Oklahoma State University or another NCAA Division I institution. Plaintiff played for the University of Kentucky, located in Kentucky, and the NCAA's conduct in denying Plaintiff a fifth season of eligibility directly injures Plaintiff within this State.

Defendant NCAA

47. Defendant **National Collegiate Athletic Association ("NCAA")** is a self-

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described unincorporated, not-for-profit, educational organization founded in 1906, and maintains its principal place of business in Indianapolis, Indiana. The NCAA is the governing body of college sports. The NCAA includes more than 1,100 member colleges and universities throughout Kentucky and the United States, including institutions in Jefferson County and throughout the Commonwealth of Kentucky. Defendant NCAA acts in active concert with 140 different athletic conferences, including the Southeastern Conference, which hosts and plays in games within the Commonwealth.

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IV. JURISDICTION AND VENUE

48. This Court has subject matter jurisdiction over this action because the Jefferson Circuit Court is a court of general jurisdiction under Section 112 of the Kentucky Constitution, and the equitable relief sought is within this Court's jurisdiction.

49. This Court has personal jurisdiction over Defendant NCAA pursuant to Kentucky's long-arm statute, KRS § 454.210, because the NCAA transacts business in Kentucky, regulates and sanctions intercollegiate athletic competition occurring within Kentucky on an ongoing basis through its member institutions, including the University of Louisville, the University of Kentucky, Northern Kentucky University, and Murray State University, and has purposefully directed its conduct — including the eligibility determinations at issue in this action — toward Kentucky residents and Kentucky member institutions. Additionally, Plaintiffs have all been damaged in Kentucky by the NCAA's actions directed toward Kentucky as they have all played in Kentucky against fifth and sixth-year players while being denied the opportunity to compete in a fifth year themselves.

50. Venue is proper in Jefferson County pursuant to KRS § 452.405 and KRS § 452.450 because Plaintiffs Jabari Mack, D'Angelo Hutchinson Jr., and Kayden Campbell competed for the

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University of Louisville, located in Jefferson County, and because the NCAA's unlawful conduct directly and continuously affects those Plaintiffs, and all other Plaintiffs whose institutions and opponents regularly compete in Jefferson County.

V. PROCEDURAL BACKGROUND

51. In *NCAA v. Alston*, 594 U.S. 69 (2021), the United States Supreme Court unanimously held that the lower court's enjoining of the NCAA's restraints on education related benefits was consistent with established antitrust principles. In reaching this conclusion, the Court rejected the NCAA's proposal for "a sort of judicially ordained immunity from the terms of the Sherman Act for its restraints of trade." *Id.* at 94-96. The *Alston* Court also recognized that "[w]hen it comes to college sports, there can be little doubt that the market realities have changed significantly since 1984." *Id.* at 93. Specifically, college athletics have transformed into a multibillion-dollar enterprise, paving the way for college athletes to receive compensation for the use of their names, images, and likenesses ("NIL Compensation"). For example, between 1982 and 1984, CBS paid approximately \$16 million per year for the broadcast rights to the NCAA's Division I Men's Basketball Tournament.¹⁰ By 2016, those rights generated more than \$1.1 billion annually.¹¹ The Supreme Court's decision in *Alston* paved the way for college athletes to begin earning NIL Compensation and affirmed that athletes are not mere participants in this system but essential contributors entitled to share in the immense economic value they help create. Today, the resulting NIL market has grown into a billion-dollar industry, valued at roughly \$4.5 billion for the 2026-27 academic year.¹²

¹⁰ *NCAA Awards CBS Rights for \$48 Million*, UPI (Mar. 5, 1981), <https://www.upi.com/Archives/1981/03/05/NCAA-Awards-CBS-Rights-for-48-Million/8996352616400/> (last visited Aug. 29, 2025).

¹¹ *March Madness Money: How the NCAA Makes a Billion Dollars Every Year*, THE BLAZE (Mar. 17, 2025), <https://www.theblaze.com/fearless/march-madness-ncaa-money-tournament> (last visited Aug. 29, 2025).

¹² <https://www.footballscoop.com/2026/06/25/opendorse-tabs-nil-market-more-than-4-billion-50-percent-increase>.

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52. The recent settlement in *House v. NCAA* underscores this ongoing evolution of the labor market for NCAA Division I college athletes, reflecting a recognition that their participation carries substantial economic value.¹³ Starting in July 2025, Division I schools are authorized to make direct cash payments of up to \$20.5 million annually per institution to their college athletes.¹⁴ Outside the NCAA Division I athletics framework, college athletes have no meaningful avenue to monetize their NIL.

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53. Plaintiffs challenge the NCAA's passage and implementation of its new five-for-five or "age-based eligibility" rules, which restrict certain Division I college athletes to four seasons of athletic competition within a four-year window, while selectively granting others an additional fifth season of competition in college athletics. These restraints inflict direct harm on college athletes while directly undermining the NCAA's stated mission of supporting college athletes.

54. Plaintiffs, and others like them around the country, bring this action to halt the NCAA's unjustified and arbitrary eligibility actions and to protect the economic opportunities of Division I college athletes. The NCAA's pandemic waiver proved that its Four Seasons eligibility limits are unnecessary to maintain any plausible pro-competitive justification. The NCAA confirmed as much by permanently changing the rule to allow all athletes five seasons to compete on a permanent basis (other than athletes from the high school Class of 2022). Having admitted that the previous rules were not essential to preserving college sports, the NCAA cannot now fall back on them as a means to restrict the rights of college athletes from the high school graduating

¹³ *In re Collegiate Athlete NIL Litigation* (commonly known as *House v. NCAA*), No. 20-cv-03919, slip op. (N.D. Cal. June 6, 2025) (last visited Aug. 29, 2025) (final approval of class-action settlement).

¹⁴ Andrew Kean, *The Game-Changer: From 1 July Universities Can Now Pay Money Directly to Student-Athletes*, FIRSTPOINT USA (June 2025), <https://www.firstpointusa.com/blog/2025/06/gamechanger-from-july-universities-can-pay-money-directly-to-studentathletes/> (last visited Aug. 21, 2025).

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class of 2022, suppress competition, and dictate who may or may not maximize their collegiate careers.

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55. Since the NCAA implemented the new five-for-five rules in June 2026, courts in Tennessee,¹⁵ Colorado,¹⁶ New Jersey,¹⁷ Texas,¹⁸ Oklahoma,¹⁹ Georgia,²⁰ and Ohio,²¹ have all concluded that the NCAA's exclusion of the Class of 2022 violates either the NCAA's contractual obligations, and/or antitrust law, and have declared players eligible to play this year. One of those cases, *Wisne v NCAA*, even provided a nationwide injunction giving players from the Class of 2022 eligibility (the "Colorado Order"). But the Colorado Order did not address other limitations preventing Plaintiffs from having a meaningful ability to find roster spots for the upcoming year. Specifically, the Colorado Order did not provide: (1) relief from the NCAA transfer portal rules; (2) relief from the NCAA's rules regarding professional contracting (which some players signed during their period of ineligibility); and (3) protection from the NCAA punishing schools for rostering players through its Rule of Restitution.

56. As a result, Plaintiffs are only able to return to their current schools and are deprived of their right to attend a different school following their college graduations. Indeed, coaches at other schools are currently prohibited from even speaking to Plaintiffs about roster spots.

VI. FACTUAL BACKGROUND

¹⁵ Ex. 2, *Washington v. NCAA*, Case No. 26-0896-III, Chancery Court of Davidson County, Tennessee, July 31, 2026 Order Granting Temporary Injunction.

¹⁶ Ex. 3, *Wisne v. NCAA*, Case No. 1:26-cv-03063-CNS-KAS, United States District Court for the District of Colorado, July 31, 2026 Order Granting Preliminary Injunction.

¹⁷ *Kromah v. NCAA*, Case No ESX-C-000165-26, Superior Court of New Jersey (Essex County), July 30, 2026 Oral Bench Order Granting Preliminary Injunction.

¹⁸ Ex. 4, *Wheeler v. NCAA*, Case No. 2026-2074-5, 414th Judicial District Court of McLennan County, Texas, July 29, 2026 Order Granting Motion for Temporary Restraining Order; Ex. 5, *Hutson v. NCAA*, Case No. D-1-GN-26-005654.

¹⁹ Ex. 6, *Oates v. NCAA*, Case No. CJ-26-325, District Court of Payne County, Oklahoma, July 29, 2026 Order Granting Motion for Temporary Restraining Order.

²⁰ Ex. 7, *Godfrey v. NCAA*, Case No. 26CV05617, Superior Court of Cobb County, Georgia, July 31, 2026 Order Granting Preliminary Injunction.

²¹ Ex. 8, *Borovicani v. NCAA*, Case No. A2603352, Court of Common Pleas, Hamilton County, Ohio, July 9, 2026 Order Granting Preliminary Injunction.

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A. An Overview of the NCAA

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57. The NCAA was founded to “regulate the rules of college sport and protect young college athletes.”²² Article 1 of the NCAA Constitution states that the NCAA’s basic purpose is to maintain intercollegiate athletics as an integral part of the educational program and the athlete as an integral part of the student body, and, by so doing, retain a clear line of demarcation between intercollegiate athletics and professional sports.

58. Despite being a \$1.3 billion per year organization, the NCAA enjoys tax exempt status because it is “dedicated to the well-being and lifelong success of college athletes,” and “united around one goal: creating opportunities for college athletes.” The NCAA says its mission is supposedly to “[p]rovide a world-class athletics and academic experience for student-athletes that fosters lifelong well-being” and “[c]oordinate and deliver safe, fair and inclusive competition.”²³ In practice, however, the NCAA has evolved into the central gatekeeper of a multibillion-dollar industry, where rules often serve to maximize institutional revenue rather than college athlete welfare.

i. History and Purpose

59. In 1905, President Theodore Roosevelt called together athletic leaders from some of the top football universities of the time, prompting them to curb the violence in the sport. Thirteen universities assembled to tackle the issue of football safety, and they were ultimately able to reach agreement on a set of new rules. Shortly after this meeting, 62 colleges and universities became charter members of the Intercollegiate Athletic Association of the United States (the “IAAUS”)—the precursor to the NCAA.²⁴

²² *History*, NCAA, <https://www.ncaa.org/sports/2021/5/4/history> (last visited Aug. 29, 2025).

²³ NCAA, Return of Organization Exempt from Income Tax (IRS Form 990) for Fiscal Year Ending Aug. 2018 (filed 2019).

²⁴ *History*, NCAA, <https://www.ncaa.org/sports/2021/5/4/history> (last visited Aug. 29, 2025).

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60. The IAAUS became the official rules-making body as of March 31, 1906. By 1910, the IAAUS was renamed the National Collegiate Athletic Association (“NCAA”). The NCAA quickly expanded its reach, hosting its first national championship in track and field in 1921. Many other national championship tournaments followed throughout the 1920s and 1930s with the first NCAA basketball tournament being hosted in 1939.

61. The NCAA rapidly grew into the giant organization recognized today due, in part, to its growing popularity and federal legislation prohibiting sex discrimination in sports. As bigger schools began to see returns from their participation in the sports cartel, they continued to invest in their sports programs; however, smaller schools were unable to keep pace. The result was a widening gap between haves and have-nots—a gap that persists to this day.

62. In 1973, the Association’s membership was divided into Divisions I, II, and III, with each division having legislative powers and separate championships. Five years later, Division I members voted to create subdivision I-A and I-AA (renamed the Football Bowl Subdivision (“FBS”) and the Football Championship Subdivision (“FCS”), respectively, in 2007) in football.

63. Around the turn of the century, a “landmark restructuring of the NCAA governance,”²⁵ took place that “provided greater autonomy for the three divisions and placed institutional presidents in charge of each division and of the Association in general.”²⁶

64. Today, the NCAA generates billions of dollars in revenue, largely because of the business opportunities inherent in Division I football and basketball. FBS college football and Division I men’s basketball are, combined, among the most lucrative sports products in the nation. During the 2022-2023 season alone, the NCAA reported roughly \$1.3 billion in revenue, a number

²⁵ *Id.*

²⁶ *Id.*

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driven overwhelmingly by college athletes who are prohibited by application of the NCAA's rules and regulations from sharing equitably in that economic success.²⁷

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65. Meanwhile, college athletes devote extraordinary time and effort to their sports, often at the expense of academic opportunities, internships, and paid work, while the NCAA and member institutions reap billions of dollars in revenue from their efforts.

ii. NCAA Governance Structure

66. The NCAA says it is a “is a voluntary, self-governing organization of four-year colleges, universities and conferences committed to the well-being and development of college athletes, to sound academic standards and the academic success of college athletes, and to diversity, equity and inclusion.”²⁸

67. The NCAA asserts that member schools are ultimately responsible for determining which rules to adopt for their respective divisions, covering areas such as recruiting, compliance, academics, and championships. Nevertheless, employees at the NCAA national office play a significant role in “support[ing] the member committees that make rules and policies for college sports.”²⁹

68. Today, the NCAA and its members collaboratively establish rules governing numerous athletic competitions among member schools. Over 500,000 college athletes compete across NCAA's three divisions, representing approximately 1,100 member institutions. Roughly 350 schools compete at the Division I level, which is further divided into 32 conferences. While these conferences may adopt and enforce their own rules, such regulations must remain consistent

²⁷ *NCAA Generates Nearly \$1.3 Billion in Revenue for 2022-23*, ASSOCIATED PRESS, https://www.espn.com/college-sports/story/_/id/39439274/ncaa-generates-nearly-13-billion-revenue-2022-23 (last visited Aug. 29, 2025).

²⁸ NCAA Constitution at 1 (Dec. 14, 2021), https://ncaaorg.s3.amazonaws.com/governance/ncaa/constitution/NCAAGov_Constitution121421.pdf (last visited Aug. 29, 2025).

²⁹ *Overview*, NCAA, <https://www.ncaa.org/sports/2021/2/16/overview> (last visited Aug. 29, 2025).

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with NCAA rules.

69. The NCAA Board of Governors, comprised of institution presidents, chancellors, ex-college athletes, and other chief executives, is the highest governing body and is responsible for enacting the rules governing participation in the NCAA.

70. While the NCAA claims to be a “voluntary organization,” as a practical matter, an academic institution that wishes to compete in any meaningful way in the highest and most popular level of collegiate athletics must maintain membership in the NCAA and abide by the Division I rules and regulations promulgated by the NCAA and its members. Failure to abide by these rules and regulations risks subjecting sports programs at the academic institution to punitive measures from the NCAA that include reduced athletic-scholarships, suspensions, prohibition on post-season eligibility, vacating previously earned wins, monetary fines, and the so-called “death penalty.”³⁰

71. The NCAA and its member institutions control the highest and most popular level of collegiate education and athletics. Therefore, any individual who wishes to provide athletic services in exchange for the payment of partial or full tuition for top tier education and wishes to derive the substantial benefits from competing at the highest level of collegiate athletics must attend an NCAA Division I member institution.

72. There are zero practical alternatives that can provide the unique combination of attributes offered by Division I NCAA athletic schools: (i) the ability to exchange athletic services for the payment of the partial or full cost of an education plus room and board, (ii) high quality academic educational services, (iii) top-of-the-line training facilities, (iv) high quality coaches that

³⁰ The “death penalty” is the NCAA’s most severe punishment and refers to the complete shutdown of a specific athletic program at a member institution for at least one year. This sanction is reserved for egregious and repeated rule violations, particularly where the institution has shown a pattern of noncompliance or a lack of institutional control.

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are best suited to launch players to professional careers, (v) national publicity through national championships and nationwide broadcasting contracts, (vi) opportunities to profit from NIL agreements, and (vii) competition at the highest level of collegiate athletics.

73. The NCAA and its members abide by the NCAA manual, which is amended and promulgated annually and contains the NCAA's Constitution and Bylaws, which include nearly 500 pages of regulation governing all aspects of college sports. The NCAA's Constitution and Bylaws were adopted by a vote of the NCAA membership.

74. Through the NCAA's Constitution and Bylaws, the NCAA and its members have adopted regulations governing all aspects of college sports, including specifically, NCAA Bylaw 12.6 (the Four Seasons Rule) and the Redshirt Rule. The NCAA Constitution and Bylaws were adopted pursuant to a vote of the member institutions and various NCAA councils, and these rules can only be amended by a vote of the member institutions or NCAA councils. These Bylaws are not merely technical guidance, but rather a contract between the NCAA and its member schools by which the NCAA exerts control over college athletes' careers, compensation, and opportunities and the labor and consumer markets for college athletics.

iii. The NCAA's History of Legal Violations

75. The NCAA has a history of violating the law with numerous parties successfully challenging its restrictive rules. Time and again, the NCAA has argued that loosening its anticompetitive restraints would destroy amateurism and reduce consumer demand for college sports. Courts have rejected these arguments, and, in every instance that a court has rejected these arguments, demand for college athletics has only continued to grow.

76. In 1984, the U.S. Supreme Court in *NCAA v. Board of Regents* affirmed the lower court's finding that the NCAA violated the Sherman Act by limiting the number of televised

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football games and threatening penalties for schools that pursued competing broadcast agreements.³¹

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77. Challenges have arisen in other contexts: in *White v. NCAA*,³² a Central District of California court certified a class of individuals who received athletic-based grant-in-aid scholarships for claims that the NCAA and its member institutions entered into a horizontal agreement to adhere to a cap in their financial aid awards. And in *Law v. NCAA*,³³ the Tenth Circuit affirmed summary judgment and a permanent injunction striking down an NCAA rule limiting entry-level coaches' salaries. Each decision dismantled an artificial restraint and, contrary to NCAA predictions, demand for college sports increased.

78. The NCAA's restrictions on college athlete compensation have also been repeatedly struck down. In *O'Bannon v. NCAA*,³⁴ the court held that NCAA rules preventing college athletes from sharing in revenue generated from their name, image, and likeness violated Section 1 of the Sherman Act. Subsequent rulings, including the Ninth Circuit's decision in the *In re National Collegiate Athletic Association Athletic Grant-in-Aid Cap Antitrust Litigation*, and affirmed by the Supreme Court in *Alston*, confirmed that certain of the NCAA's compensation rules imposed substantial anticompetitive effects without legitimate procompetitive justification.³⁵

iv. Bylaws and Enforcement

a. The Five Year Rule, the Four Seasons Rule, and the Eligibility Clock (Bylaw 12.6)

79. Plaintiffs are intended third-party beneficiaries of the membership agreement

³¹ 468 U.S. 85, 119 (1984) (rejecting NCAA argument that restricting sale of broadcast rights was necessary "to preserve amateurism").

³² No. CV 06-999-RGK, 2006 WL 8066803 (C.D. Cal. Oct. 19, 2006).

³³ 134 F.3d 1010, 1021 (10th Cir. 1998) (rejecting the NCAA's proposed procompetitive justifications for restricting assistant coach salaries).

³⁴ 802 F.3d 1049 (9th Cir. 2015).

³⁵ 958 F.3d 1239 (9th Cir. 2020), *aff'd sub nom.*, *Nat'l Collegiate Athletic Ass'n v. Alston*, 594 U.S. 69 (2021).

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between the NCAA and its member institutions, which incorporate the NCAA's Bylaws as set forth in its NCAA Division I Manual. For instance, the NCAA's Constitution expressly names student-athletes as a constituency with governance representation rights (e.g., Article 2-E of the Constitution gives athletes voting seats on the Board of Governors and Board of Directors) and the Manual's benefits provisions (Article 16, Bylaw 16.13) directly address payments to student-athletes.

80. Under NCAA Bylaw 12.6, an NCAA Division I college athlete has five years of eligibility to play four seasons of intercollegiate competition in his or her chosen sport. The NCAA's own Constitution expressly names The college athlete's window—known as an Eligibility Clock—starts to run from the date on which a college athlete registers as a full-time student at any collegiate institution.

81. As of June 23, 2026, the rule changed, with the NCAA granting players the ability to compete in all five seasons during their five years of eligibility that begin on the earlier of the date they enroll in college or the start of their first academic year after their 19th birthday. Plaintiffs all remain within that five year period that began for them in August 2022.³⁶

82. Plaintiffs do not challenge the concept of a defined eligibility period or the Five-Year Rule itself. They accept that there are "outer bounds" to a college athletic career. What Plaintiffs challenge are the NCAA's additional, unnecessary restrictions that arbitrarily stripped college athletes from the high school class of 2022 of a season during which they should be able to compete within that window. The Four Seasons Rule, especially when coupled with the Redshirt Rule, functions not as a reasonable boundary, but as an anticompetitive device: it arbitrarily denies

³⁶ <https://www.ncaa.org/news/2026/6/5/media-center-di-cabinet-modifies-age-based-eligibility-concept.aspx>;
<https://www.ncaa.org/news/2026/5/22/media-center-division-i-cabinet-continues-discussions-of-age-based-collegiate-eligibility-model.aspx>.

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some college athletes full use of the period while selectively extending opportunities to others.

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83. The NCAA regularly grants waivers to the four seasons of competition limit within the “Five Year Rule” by disregarding a season in which the player competed in at least one intercollegiate game – whether because they played less than four football games, or less than 30% of the season in another sport and then got injured, or for another reason. In fact, its “Committee on Student Reinstatement” has broad discretion to grant any player an additional season of competition by a two-thirds vote “as it deems appropriate.”³⁷

84. But the NCAA declined to issue waivers to Plaintiffs (or any other members of the high school class of 2022) based on the argument that they were treated unfairly compared to all other athletes they competed against over their careers. Plaintiffs all remain within their five-year eligibility windows for the 2026-27 school year. Under the new rule adopted on June 23, 2026, they would all be able to compete in 2026-27, but for the NCAA’s arbitrary and unfair decision to exclude current seniors from the benefits of the rule change. All other currently enrolled athletes have until July 31, 2026 to pick whether they want to have their eligibility determined under the old rules or new rules – and are entitled to the most favorable of the two. But Plaintiffs (and all other seniors from the high school class of 2022) are denied that option and excluded from competition.

85. Compare Plaintiffs, who will not be allowed to play a fifth season in 2026-27 to the NCAA’s eligibility rulings on the following players:

- Over a four-year period, **James Nnaji** played in 136 professional basketball games on European teams.^{27F}³⁸ In 2022-23, Nnaji played in 54 professional games across two leagues – nearly double the number of games in a single college basketball season. After that, he was selected as the 31st pick in the 2023 NBA draft and played 11 NBA summer

³⁷ Ex. 1 at 59, Bylaw “**12.6.1.7 Five-Year Rule Waiver**. The Committee on **Student-Athlete Reinstatement**, or its designated committee, by a two-thirds majority of its members present and voting, may approve waivers of the five-year rule as it deems appropriate.”

³⁸ https://en.wikipedia.org/wiki/James_Nnaji.

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league games. Najji is now 21 years old, and the NCAA granted him four seasons of eligibility at Baylor beginning with the 2025-26 season. All told, he will be eligible in his seventh year after playing his first professional game after high school

- **London Johnson** signed a \$1.1 million contract to play in the G League in 2022. 28F³⁹ After three G League seasons and 84 games played, he applied for a waiver to return to the NCAA in 2025. His waiver was granted, allowing him to play for Louisville under the theory that the \$1.1 million represented “actual and necessary living expenses.” The NCAA did not count Johnson’s G League 2022-23 season against his four seasons of competition—even though he played in 36 games – more than the typical NCAA season. They gave him two more seasons to play in the NCAA, making him eligible in 2026-27.29F⁴⁰
- **Theirry Darlan** played in fifty-eight G League games over two seasons from 2023-25.30F⁴¹ The NCAA gave him two years of eligibility at Santa Clara beginning this year.31F⁴²
- Likewise, **Abdullah Ahmen** played in thirty-six G League games over two seasons from 2023-25.32F⁴³ The NCAA gave him three years of eligibility at BYU beginning this year.33F⁴⁴
- The NCAA has treated international players **Thijs De Ridder** (Virginia), **Luka Bogavac** (North Carolina), **Mihailo Petrovic** (Illinois), **Sananda Fru** (Louisville), **Rubén Dominguez** (Texas A&M), **Neoklis Avdalas** (Virginia Tech), **Dame Sarr** (Duke), **Musa Sagnia** (N.C. State), and **Johann Grünloh** (Virginia) the same way: the NCAA ignores the existence of their first international professional season.
- **Ilias Kamardine** played his first professional season in Europe 2021-22, starting his five-year eligibility clock. As a result, the NCAA originally granted him one year of eligibility for 2025-26 at Ole Miss. But then, two months ago, the NCAA granted him another season of eligibility—a sixth year of professional and/or college basketball.34F⁴⁵ The NCAA claims its eligibility restrictions exist to “move student-athletes toward graduation in a timely manner.”⁴⁶

86. Even if Eligibility Bylaws like the Four Seasons and Redshirt Rules loosely track

academic pacing, they have no legitimate role in protecting competitive integrity—especially in

the wake of the NCAA’s rule change allowing players to transfer an unlimited number of times

³⁹ <https://frontofficesports.com/london-johnson-inks-biggest-contract-for-g-league-ignite/>.

⁴⁰ https://www.espn.com/mens-college-basketball/story/_/id/47605236/london-johnson-play-louisville-season.

⁴¹ <https://gleague.nba.com/player/1641823/thierry-darlan>.

⁴² <https://www.ap.org/news-highlights/spotlights/2025/santa-claras-thierry-darlan-paves-new-path-after-going-from-nba-g-league-to-college-basketball/>.

⁴³ <https://gleague.nba.com/player/1641830/abdullah-ahmed>.

⁴⁴ <https://sports.yahoo.com/articles/report-former-nba-g-league-231756976.html>.

⁴⁵ <https://therebelwalk.com/2026/02/ole-miss-iliaskamardine-has-been-granted-an-additional-year-of-eligibility/>.

⁴⁶ *Guide for Four-Year Transfers 2024-25*, at 13, NCAA, http://fs.ncaa.org.s3.amazonaws.com/Docs/eligibility_center/Transfer/FourYearGuide.pdf (last visited Aug. 29, 2025).

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between schools without sitting out a season. Thus, while Plaintiffs do not challenge the NCAA's authority to define an overall eligibility window, the NCAA goes further—artificially capping the number of seasons of competition within that window and applying the Redshirt Rule inconsistently across sports and without any procompetitive rationale. These restrictions suppress competition and limit college athletes' economic opportunities.

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87. The NCAA's approval process of the new rule is also troubling. The NCAA began considering allowing all athletes to compete during the full five years of their eligibility window no later than Spring 2024. At that time, all players currently enrolled in NCAA member institutions were already allowed to play in five seasons of competition due to the NCAA's COVID waiver. If the NCAA had adopted the new rule at that time, or in the first half of the 2024-25 academic year, there could have been a seamless transition, with all high school graduates from the Class of 2020 or earlier allowed to play five seasons under the COVID waiver and all high school graduates from the Class of 2021 or later allowed to play five seasons under the new rule. Instead, the NCAA unreasonably delayed, failing to finally adopt the new rule until adopting it as an "emergency" matter in June 2026.

88. The timeline of the NCAA's process is striking. The NCAA's discussions about Five-for-Five became public in September 2024.⁴⁷ A lawsuit was filed asking the NCAA to immediately adopt Five-for-Five in November 2024, arguing that the NCAA's failure to allow athletes to compete through their five year eligibility window amounted to an anti-trust violation.⁴⁸ At the NCAA Convention in Nashville in January 2025, the NCAA said it would discuss Five-for-

⁴⁷ <https://theyellowjacket.org/the-ncaa-begins-discussions-to-give-all-student-athletes-the-chance-for-a-fifth-year-option/>

⁴⁸ *Pavia v. NCAA*, Case No. 3:24-cv-01336, currently pending in the United States District Court for the Middle District of Tennessee.

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Five in early 2025.⁴⁹ In the Summer of 2025, the NCAA Division II Counsel (but not Division I) voted to move forward with Five-for-Five.⁵⁰ In September 2025, a class action seeking immediate Five-for-Five status for all high school Class of 2021 and 2022 was filed against the NCAA.⁵¹ On October 25, 2025, the NCAA responded to the lawsuit by sending a memo saying it would NOT adopt Five-for-Five “anytime soon” and eligibility rules would not change in either the current academic year or the 2026-27 academic year.⁵² Then the NCAA reversed itself on April 15, 2026, and said it would likely be moving forward with Five-for-Five for the next academic year, with no indication it would exclude the Class of 2022.⁵³ Well-known coach Rick Pitino issued a statement on April 23, 2026 that, while he wants his seniors back for the following year, he had already exhausted his NIL budget and could not afford them.⁵⁴ Then, on April 27, 2026, the Division I Board of Directors told the Division I Cabinet to move forward with the rule change—but exclude the Class of 2022—with passage of the change expected in May.⁵⁵ It appears that the exclusion of the Class of 2022 was not based on a principled position to benefit student athletes, but to protect NCAA institutions from having to raise additional funds to pay players. On May 22, 2026, the Division I Cabinet released an update documenting the planned exclusion of the Class of 2022 and delaying passage of the rule change for an additional month.⁵⁶ On June 22, 2026, the Division I

⁴⁹ <https://www.on3.com/news/report-ncaa-considering-five-year-eligibility-rule-for-all-sports/>

⁵⁰ *Patterson v. NCAA*, Case No. 3:25-cv-00994, currently pending in the United States District Court for the Middle District of Tennessee.

⁵¹ *Patterson v. NCAA*, Case No. 3:25-cv-00994, currently pending in the United States District Court for the Middle District of Tennessee.

⁵² <https://www.nytimes.com/athletic/6741377/2025/10/22/ncaa-will-not-implement-5-for-5-eligibility-rules/>

⁵³ <https://www.ncaa.org/news/2026/4/15/media-center-di-cabinet-adopts-changes-to-eligibility-rules-for-prospects.aspx>

⁵⁴ <https://www.si.com/college-basketball/pure-chaos-rick-pitino-warns-immediate-impact-five-in-five-eligibility-proposal>

⁵⁵ <https://www.ncaa.org/news/2026/4/27/media-center-di-board-of-directors-directs-cabinet-to-advance-age-based-eligibility-rules.aspx>

⁵⁶ <https://www.ncaa.org/news/2026/5/22/media-center-division-i-cabinet-continues-discussions-of-age-based-collegiate-eligibility-model.aspx>

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Cabinet approved the rule change.⁵⁷

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b. The Redshirt Rule

89. While not specifically defined in the NCAA Manual or Bylaws, the Redshirt Rule allows college athletes to extend their period of eligibility by sitting out competition for a season while remaining fully enrolled and practicing with their team. Under the NCAA's Eligibility Bylaws, a college athlete may compete in a limited number of activities without it counting as a full season of eligibility, effectively "redshirting" that year. The rule is supposed to provide flexibility for athletes recovering from injury, adjusting academically, or developing athletically, while preserving the total number of seasons they may compete. In practice, it forces redshirt athletes to fulfill nearly all the benefits of obligations of their teammates: they train with the team, take classes, and participate in meetings, travel, and film study. Many even earn NIL Compensation during a redshirt year, as their status as team members retains some marketable value.

90. Athletes who do not take a redshirt year at the start of their NCAA careers are typically those who are academically eligible, capable of and ready to compete immediately in their college athletics career and demonstrate that neither they nor their coaches believed a preparatory "primer" year was necessary. Their ability to participate fully without delaying eligibility highlights that the redshirt option primarily serves as a developmental tool. In practice, this distinction underscores the Redshirt Rule's uneven impact: it advantages some college athletes while unnecessarily restricting those ready to compete, limiting their playing opportunities and economic potential on the backend of their collegiate careers.

91. Historically, the Redshirt Rule granted Division I college athletes the ability to

⁵⁷ <https://www.ncaa.org/news/2026/6/23/media-center-division-i-adopts-age-based-eligibility-model.aspx>

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preserve a year of eligibility while adapting to the higher level of competition, provided—depending on the sport—they abstained from recognized competition during that season. At the same time, these athletes were permitted to practice with the team, participate in meetings and film sessions, and receive scholarships and other financial benefits tied to their athletic participation. In other words, the Redshirt Rule allowed (and universities often required) college athletes to engage fully in the day-to-day demands of Division I sports without consuming a season of eligibility.

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92. By contrast, Plaintiffs and similarly situated college athletes that did not redshirt each lost a full season of athletic participation available to their redshirt counterparts. They are arbitrarily denied the opportunity to access the benefits of a fifth NCAA season—benefits their redshirt peers automatically receive. This limitation is particularly significant because a college athlete’s final season—whether redshirted or not—often coincides with peak athletic development, maximum professional exposure, and the athlete’s highest earning potential.

93. The resulting disparity is stark: two college athletes may spend four years on campus and fully participate in their programs, yet one can preserve eligibility through redshirting and be automatically entitled to a fifth season while the other, by means of stepping on a court or field for a single moment,⁵⁸ is arbitrarily denied that opportunity and limited to four seasons, unable to fully capitalize on their competitive window. This arbitrary distinction withholds the most valuable portion of a college athlete’s career from some while granting it to others, creating an unequal playing field with significant economic and professional consequences.⁵⁹

⁵⁸ Or, for football, playing a snap in more than four regular season games.

⁵⁹ “Such [changed market] realities now include...seemingly prevalent participation by older, non-JUCO players on Division I football teams through pathways like...redshirting.” *Pavia v. NCAA*, No. 24-6153, slip op. at 17 (6th Cir. Oct. 1, 2025) (Hermandorfer, J., concurring) (citing Thapar, J., concurring, slip op. at 13; *Fourquarean*, 143 F.4th at 864).

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94. The Redshirt Rule has been modified for football players, who may compete in up to four regular season games and, as of 2024, postseason contests without losing a year of eligibility.⁶⁰ No comparable flexibility exists for college athletes in other sports, such as basketball, where even a single moment of competitive play – here, just six minutes – consumes an entire season of eligibility. This selective application underscores the Rule’s arbitrary nature and lack of any procompetitive justification.

95. The application of “medical redshirts” is even more arbitrary. To receive a medical redshirt in a sport other than football, a player must play in less than 30% of his/her school’s games, suffer a season-ending injury, and not play a game within the second half of the season.⁶¹ In other words, a player, like AK, who plays six minutes at his coach’s discretion because his conference did not allow redshirts, loses a year of eligibility even though he played in less than 30% of Cornell’s total games.

96. And, as of June 23, 2026, redshirts no longer exist—every athlete will be entitled to five years of competition. Unless, like plaintiffs, an athlete had the misfortune to graduate high school in 2021 or 2022.

97. The economic consequences of these restrictions are significant. An additional season of competition now carries substantial financial benefits, including NIL earnings and payments through the recently established revenue-sharing model under the *House v. NCAA* settlement. Successful college athletes who are forced to expend eligibility without access to a fifth season are denied their most valuable years for compensation, exposure, and professional development.

98. With the advent of NIL earnings and revenue sharing, the Redshirt Rule functions

⁶⁰ See Ex. 1, 2025-26 NCAA Division I Manual, Bylaw 12.6.3.1.6, at 50 (2025).

⁶¹ *Id.* at p. 54, Bylaw 12.6.4.2.

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as an unreasonable restraint of trade—particularly with respect to the arbitrary nature of medical redshirts. It forecloses opportunities for some college athletes while selectively extending them to others.

99. So long as college athletes remain within the NCAA’s five-year eligibility window, they should not be arbitrarily barred from competing in seasons for which they are physically, academically, and competitively prepared. By inserting such a barrier, the NCAA restricts fair competition, depresses college athlete compensation, and entrenches its cartel power in violation of the GFBPA. Athletes have five years to practice and five years to graduate. They should have five years to play. And the right to those five years should not be arbitrarily eliminated just because they graduated high school in 2022.

c. The Transfer Portal

100. The NCAA Transfer Portal (the “Portal”) is the NCAA’s mandatory clearinghouse through which any Division I student-athlete who wishes to transfer to another institution must enter their name in order to be legally contacted by coaches at other schools, negotiate a new scholarship, and be placed on a new team’s roster. Since the 2021-22 academic year, Portal entry is a condition precedent to all Division I transfers. A student-athlete who has not entered the Portal cannot be rostered at a different institution regardless of eligibility. The Portal is not a mere administrative convenience; it is the exclusive pathway through which roster mobility in Division I basketball is effectuated.

101. Prior to this year, a graduating senior could enter the Portal at any point in time, but this year the NCAA changed the rules to require graduates to enter during a specific window for their sport. For the 2026-27 academic year, the women’s basketball Portal closed on April 20, 2026 and the men’s basketball Portal closed on April 21, 2026. Players who did not enter the

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Portal by that date have lost the ability to transfer to a new program for the 2026-27 season. Of course, as of April 2026, the NCAA had yet to pass the Five-for-Five rule, granting all players a fifth year of eligibility. As a result, few of the Plaintiffs entered the Transfer Portal in advance of the May 2026 deadline because, based on the NCAA's published eligibility rules, they would not be eligible to play NCAA Division I basketball in the 2026-27 season (because they had already completed four seasons of competition).

102. While some Plaintiffs may elect to stay with their current schools for next years, others have graduated and desire to pursue their fifth year of eligibility elsewhere. An order restoring Plaintiffs' eligibility without also waiving the requirement that they enter the Transfer Portal would, for those Plaintiffs, be a remedy in name only. Equity requires that Plaintiffs not be penalized for failing to take a step that would have been futile at the time.

103. Likewise, equity requires that the NCAA not punish any athlete from the Class of 2022 who signed a professional contract this Summer after being declared ineligible, so long as the player is willing to terminate that contract prior to re-entering college and return and money received.

d. Actions of the Southeastern Conference (SEC) in Active Concert with the NCAA

104. The SEC and Greg Sankey, as Commissioner of the SEC, are person acting in concert or participation with the NCAA on eligibility issues. Specifically, in approximately half a dozen filing around the country opposing athletes' requests for injunctive relief, including this one, the NCAA filed a "Declaration of Conference Commissioners," which included among its signatories Greg Sankey, Commissioner of the SEC.⁶² Declaration of Conference Commissioners (the "Declaration"). At the NCAA's request, Mr. Sankey and the SEC stated, in pertinent part:

⁶² See Defendant's Response to TRO, filed August 18, 2026, Ex. C.

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“We submit this declaration in support of the NCAA’s Opposition to Plaintiffs’ Motion for Preliminary Injunction and in support of the NCAA’s recent change to its eligibility rules on June 23, 2026.” (Ex. 1 at 1)

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“Representatives from our Conferences were heavily involved in the DI Cabinet’s extensive process for developing and thinking through the age-based Model.”⁶³

The Declaration provides definitive proof that the SEC is a person “acting in concert or participation with” the NCAA on eligibility issues and participated in nationwide litigation on this topic on behalf of the NCAA.

105. As the NCAA continued to lose court cases across the country, the SEC began looking for ways to circumvent court orders by creating draconian penalties under: (1) SEC rules derivative of the enjoined NCAA rules; and (2) creating new SEC rules to replace the mirror image NCAA rules enjoined by courts, all to prevent members of the Class of 2022 from returning to college.

106. On August 24, 2026, the SEC put out a statement saying, “Individuals who choose to leave college athletics, sign professional playing contracts, and compete professionally should not then be permitted to return to college competition.”⁶⁴ None of the Plaintiffs in this case “cho[]se to leave college athletics.” Rather: (1) the NCAA told them they were out of eligibility; then (2) then on April 15, 2026, the NCAA announced it was reversing its rules in a way that would give them an additional year of eligibility; then (3) on or around April 27, 2026, the NCAA reversed itself again to exclude Plaintiffs from competition. The NCAA passed its final rule unfairly excluding Plaintiffs in late June 2026. Unsurprisingly, Plaintiffs moved on with their lives given their exclusion from the NCAA.

107. On August 25, 2026, the SEC changed its position on athletes who signed

⁶³ *Id.*, at 3.

⁶⁴ https://www.espn.com/college-football/story/_/id/49716985/pro-athletes-not-return-college-competition.

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professional contracts. Rather than focusing on players who “*chose*” to leave college athletics, the

SEC issued a statement attempting to stop all players who signed professional football or

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basketball contracts—including some Plaintiffs—from playing college sports:



Point 2 from the SEC is directly in violation of order from courts around the country—including this Court—and was created in direct response to court order precluding the NCAA from enforcing its rules against the Class of 2022, who had no choice but to move on with their lives after the NCAA declared them ineligible and refused to include them in the fifth year rule change..

108. Then, a few hours later, the SEC announced an intention to enforce its interconference transfer rule – a rule purely derivation of the NCAA’s transfer portal rules, which had already been enjoined by at least ten courts around the country. Specifically, the SEC rule requires players to enter the transfer portal “during their sport’s regular transfer window” as set by NCAA rules. Of course, as many courts have recognized in enjoining the NCAA transfer rules for

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the Class of 2022, there would be no reason for a player to enter the transfer portal during the “regular transfer portal window” when the NCAA had declared them ineligible at that time. The SEC recognizes that its eligibility rules

109. Paradoxically, the SEC’s announcement means that two players from the Class of 2022 transferring from one SEC school (Missouri) will be treated very differently. Jevon Porter, who entered the transfer portal in April even though he had no eligibility (likely on advance of an agent), currently has eligibility under an order from a California court and could transfer within the SEC if he chose to do so. Meanwhile, Mark Mitchell, who did not enter the portal because he reasonably believed he would not have eligibility did not, received eligibility from this Court – including an order precluding the NCAA from enforcing its transfer rules – yet the SEC claims he cannot transfer within the conference.

110. And the new penalties announced by the SEC for violation of either rule (after courts had already entered injunctions against the mirror image NCAA rules) are incredibly draconian:

- Half-season suspension for head coaches;
- SEC voting privileges revoked on business matters for the school in violation of the rule;
- A fine of 50% of the school sport’s annual budget;
- The right to levy other penalties by Greg Sankey and/or other SEC presidents/chancellors if necessary.⁶⁵

111. These draconian penalties have the effect of making it impossible for Plaintiffs to play for any SEC school in the 2026-27 year despite court orders enjoining NCAA rules that are a mirror image of the new rules created by the SEC this week.

⁶⁵ <https://www.on3.com/teams/kentucky-wildcats/news/sec-finalizes-harsh-penalties-for-rostering-former-pros/>.

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112. Of course, Greg Sankey, the SEC Commissioner, previously told all of its conference members (that are also NCAA member schools) that its rules only remain in place until “unless and until otherwise advised by the NCAA, the Conference, or a court order.”⁶⁶ That means either the NCAA has failed to advise the SEC that, as a person working in concert with the NCAA, it cannot enforce its rules that mirror NCAA rules enjoined by courts, or the SEC is ignoring the NCAA’s directive. Significantly, in his statement to member schools on the new draconian penalties, Sankey appears to have removed any reference to either the NCAA or court orders, in a likely attempt to avoid the SEC’s obvious liability under both state and federal contract, trade practice, and antitrust laws for conspiring with the NCAA to prohibit athletes from competing in 2026-27.

B. The Application of the Eligibility Restraints to Plaintiffs

113. The NCAA’s application of the Four Seasons and Redshirt Rules to Plaintiffs in light of the passage of Five-for-Five breaches the covenant of good faith and fair dealing in that it precludes them from having the benefit of full competition throughout their five-year eligibility period as the NCAA has granted to athletes who graduated high school before them, athletes who graduated high school after them, and former professional basketball players that returned to college.

114. Each of the Plaintiffs began playing college basketball in the 2022-23 season. They each began school no later than the first academic year after their 19th birthday. They have each played no more than four years of college basketball. Under the new rules, they would each be eligible to play in the 2026-27 season but for the NCAA’s unfair and arbitrary decision to intentionally exclude their entire class from the benefits of the rule change. Except for those 2022

⁶⁶ <https://sports.yahoo.com/articles/greg-sankey-sec-eligibility-rules-remain-in-place-amid-ncaa-lawsuits-court-rulings-005428664.html>

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high school graduates who redshirted, each of who will get to play in the 2026-27 season. And those 2022 high school graduates who played at least one year of professional basketball before going to college (or in the middle of their collegiate career), each of them get to play in the 2026-27 season too.

VII. CAUSES OF ACTION

COUNT 1: BREACH OF CONTRACT AND THE COVENANT OF GOOD FAITH AND FAIR DEALING

115. Plaintiffs repeat and reallege each allegation set forth in the preceding paragraphs as if fully set forth herein.

116. Plaintiffs are intended third-party beneficiaries of the membership agreement between the NCAA and its member institutions, which incorporates the NCAA's Bylaws as set forth in the NCAA Division I Manual (the "Manual"). Kentucky recognizes that an intended, direct beneficiary of a contract — as opposed to a merely incidental one — has standing to enforce that contract even though not a party to it. The NCAA Constitution and Manual manifest a clear and direct intent to benefit student-athletes like Plaintiffs, including through explicit provisions governing student-athlete eligibility, well-being, and compensation.

117. Under Kentucky law, every contract contains an implied covenant of good faith and fair dealing. That covenant "is violated when a party does not do everything, according to reason and justice, which is necessary to carry out the purpose for which the contract was made." *Id.* Where, as here, a contract vests one party with discretion, that discretion must be exercised honestly, reasonably, and consistently with the purposes for which it was granted.

118. The NCAA has failed to act reasonably in its treatment of Plaintiffs and the Class of 2022, and in its interpretation of and amendments to its Bylaws, in at least the following ways:

Breach One — Breach of Express Contractual Commitments to Fairness.

119. The NCAA's Constitution — incorporated by reference into the membership

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agreement — contains operative, binding commitments to fairness. Article 1-C states that all individuals associated with intercollegiate athletics “should adhere to such fundamental values as respect, fairness, civility, honesty, responsibility, academic integrity, [and] ethical conduct.” Article 1-D requires that intercollegiate athletics be conducted “in a manner designed to protect, support and enhance the physical and mental health and safety of student-athletes” and mandates that “coaches and administrators exhibit fairness, openness and honesty in their relationship with student-athletes.” The NCAA breached these textual commitments. Plaintiffs spent four years competing against athletes who received an extra year through COVID-era waivers or other exceptions. The NCAA then made the fifth season permanent — but carved out the class of 2022, the class that bore the full burden of those waivers throughout their careers. That outcome is not fair, open, honest, or reasonable. It is precisely the antithesis of what the NCAA's own contract requires.

Breach Two — Bad-Faith Refusal to Exercise Discretionary Waiver Authority Expressly Granted in the Manual.

120. Bylaw 12.6.6 provides that a student-athlete “may be granted an additional season of competition by the Committee on Student-Athlete Reinstatement” due to “other extenuating circumstances,” and states that the Committee “shall have authority to review and grant a waiver based on additional documented extenuating circumstances.” Bylaw 12.6.1.7.1.3 likewise reserves to the Committee the right to review requests for “circumstances of extraordinary or extreme hardship.” These provisions vest the Committee with broad, affirmative discretionary authority grounded in the contract itself. The contract requires that such discretion be exercised honestly and consistently. Instead, the NCAA exercised that discretion to grant relief to former professional players and junior-college transfers from other classes, while denying identical relief to Plaintiffs. The refusal to exercise available waiver authority to remedy a documented, class-wide inequity,

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while simultaneously exercising that same authority generously in favor of other similarly situated athletes, is not a good-faith application of the Bylaws. It is selective and pretextual denial of the very discretion the contract grants.

Breach Three — Inconsistent Application of the Manual's Own Proportionality Framework.

121. The Manual establishes a specific, proportional framework for handling pre-enrollment competition. Under Bylaw 12.6.3.2.1, a student-athlete who participates in organized competition before enrolling in college is charged with seasons of competition on a proportional basis. That framework reflects a deliberate policy judgment: the degree to which pre-enrollment competition counts should be proportional to its extent. Yet the NCAA abandoned that framework for other athletes, including former professional players and junior-college transfers, while applying the most punishing possible interpretation to Plaintiffs Oday and Vargas Brito, whose junior college seasons were counted in full against their four seasons of competition. That is not a principled application of the Manual's framework. It is selective administration of discretionary authority in direct breach of the contract's own terms.

Breach Four — Denial of the Financial Entitlement Expressly Conditioned on Eligibility Status.

122. Bylaw 16.13.1.1, effective July 1, 2025, expressly ties the right to receive direct institutional revenue-sharing payments to a student-athlete's "period of eligibility to participate in intercollegiate athletics (see Bylaw 12.6)." Under the *House v. NCAA* settlement, Division I schools are now authorized to make direct cash payments of up to \$20.5 million annually to their student-athletes. By arbitrarily truncating Plaintiffs' eligibility, the NCAA has not merely denied them playing time — it has denied them a concrete financial entitlement that the Manual itself conditions on active eligibility status.

123. Taken together, these four breaches establish a clear and likely meritorious claim.

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The NCAA's own governing document promised Plaintiffs fair treatment, authorized relief for their circumstances, and established a proportional framework for evaluating their eligibility. The NCAA breached each of those express contractual commitments and the covenant of good faith and fair dealing that Kentucky law reads into every contract.

Breach Five — Bad Faith Rulemaking

124. The NCAA in active concert with the SEC acted in bad faith and contrary to its obligations to athletes attending, or who desire to attend, SEC member schools from the Class of 2022 in two ways. First, the SEC's insistence that it can enforce its "interconference transfer restrictions," which are purely derivative of the NCAA's transfer restrictions enjoined by this Court and other courts around the country is contrary to its obligations of good faith and fair dealing. Second, the SEC attempted to create new rules around so-called "professionalism" to punish players from attempting to make reasonable decisions to advance their lives after the NCAA declared them ineligible – after the NCAA rules on the same topic were struck down by Courts. And the SEC's punishments for violation of those rules are so extreme they have the effect of precluding schools from rostering Plaintiffs and other members of the Class of 2022 for fear of retaliation if such court orders are later reversed.

**COUNT 2: VIOLATION OF (AND/OR CONSPIRACY TO VIOLATE)
KENTUCKY CONSUMER PROTECTION ACT, KRS § 367.170, ET SEQ.**

125. Plaintiffs repeat and reallege each allegation set forth in the preceding paragraphs as if fully set forth herein.

126. The Kentucky Consumer Protection Act ("KCPA") declares unlawful "[u]nfair, false, misleading, or deceptive acts or practices in the conduct of any trade or commerce." KRS § 367.170(1). "Unfair" is construed to mean unconscionable. KRS § 367.170(2).

127. Plaintiffs are within the class of persons the KCPA protects. Each Plaintiff acquires,

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from the NCAA and its NCAA member schools, an education, room, board, and other benefits primarily for his or her own personal use — the paradigmatic “personal” purpose the statute is designed to protect. The NCAA's administration of the eligibility rules that determine access to these personal benefits is conduct in the conduct of trade or commerce within the meaning of the KCPA, particularly given the NCAA's role in a commercial enterprise that the Supreme Court has recognized generates billions of dollars annually and involves “monopsony power in the market for student-athlete services.” *Alston*, 594 U.S. at 90.

128. The NCAA's conduct is unfair and unconscionable because it applies a permanent, universally available benefit — a fifth season of competition — to every class of current college athletes except Plaintiffs' class, for no reason grounded in academics, safety, or competitive fairness, while causing Plaintiffs concrete and unrecoverable financial and competitive injury. The NCAA's conduct is also false, misleading, and deceptive: for years, the NCAA represented to Plaintiffs and other prospective student-athletes that its eligibility rules would be applied consistently and in accordance with the Manual's own proportionality framework. The NCAA's selective and pretextual application of that framework has the tendency and capacity to deceive student-athletes regarding the actual terms on which NCAA eligibility is administered.

129. As a direct and proximate result of the NCAA's unfair, false, misleading, and deceptive acts and practices, Plaintiffs have suffered an ascertainable loss of money, including lost NIL and revenue-sharing income, within the meaning of KRS § 367.220. Plaintiffs are entitled to equitable injunctive relief and reasonable attorneys' fees and costs pursuant to KRS § 367.220.

VIII. REQUEST FOR IMMEDIATE INJUNCTIVE RELIEF

130. The 2026-27 school year has begun or is about to begin at each Plaintiffs' institution. Absent immediate injunctive relief, Plaintiffs will lose their final season of collegiate

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athletic competition — an injury that no later award of money damages can undo. Plaintiffs are likely to succeed on the merits of the claims set forth above, and the equities and public interest favor immediate relief for the reasons set forth in Plaintiffs' contemporaneously filed Motion for Temporary Restraining Order and Preliminary Injunction, which is incorporated herein by reference.

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131. For preliminary injunctive relief to be effective, Plaintiffs further request that this Court enjoin the NCAA from enforcing Bylaw 12.9.4.2 (the “Rule of Restitution”) and its “ghost transfer” policy against Plaintiffs, any NCAA member institution or coach for which Plaintiffs choose to compete in 2026-27, or any institution or coach that competes against Plaintiffs. That bylaw permits the NCAA to punish member institutions whose student-athletes participate in competition pursuant to a court order that is later vacated or reversed, and its continued availability would chill member institutions from rostering Plaintiffs even if this Court grants the relief requested herein. *See Robinson v. Nat'l Collegiate Athletic Ass'n*, No. 1:25-CV-75, 2025 WL 2409203 (N.D.W. Va. Aug. 20, 2025) (enjoining Rule of Restitution alongside eligibility relief). Likewise, Plaintiffs ask for the Court to enter an injunction precluding the NCAA from declaring any Plaintiff ineligible because they signed a professional contract or participated in professional sporting event during their period of ineligibility, so long as they return any money they received other than reasonable and necessary expenses.

IX. SECURITY

132. Plaintiffs respectfully request that this Court set a nominal bond, as the requested injunctive relief imposes no cognizable financial burden on the NCAA and merely restrains enforcement of an eligibility limitation and the Rule of Restitution against Plaintiffs and the institutions that field them.

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PRAYER FOR RELIEF

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WHEREFORE, Plaintiffs respectfully request that this Court:

- A. Adjudge and decree that Defendant, the NCAA, breached the covenant of good faith and fair dealing and its express contractual obligations to Plaintiffs under Kentucky law;
- B. Adjudge and decree that Defendant, the NCAA, violated the Kentucky Consumer Protection Act, KRS § 367.170, *et seq.*;
- C. Modify the Court's August 21, 2026, temporary restraining order, and thereafter a temporary injunction and permanent injunction, enjoining the NCAA and those in active concert with it from enforcing NCAA Bylaw 12.6, or any other bylaw, including derivative bylaws, to preclude Plaintiffs, including additional Plaintiffs added in the First and Second Amended Complaints, from competing in NCAA Division I athletics in the 2026-27 season on the basis that they have already competed in four seasons of competition;
- D. Modify the Court's August 21, 2026, temporary restraining order and subsequently issue a permanent injunction, in a form that the Court deems just and proper, enjoining Defendant—as well as those in active concert with Defendant, including the SEC—from preventing or thwarting each Plaintiff, including additional Plaintiffs added in this Second Amended Complaint, from playing for any NCAA Division I school because they did not enter the NCAA Transfer Portal or because they have signed a professional contract or played in a professional sporting event, so long as they terminate it and repay any money they have received;
- E. Enter a temporary injunction and permanent injunction, in a form that the Court deems just and proper, enjoining Defendant from enforcing the Rule of Restitution or “ghost transfer rule” against Plaintiffs, any college or coach for which Plaintiffs chooses to play in 2026-27, and any other NCAA college or coach which competes against Plaintiffs in basketball, or punishing

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any coach or school in any other way;

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F. Set a nominal bond;

G. Award Plaintiffs their actual costs and reasonable attorneys' fees under KRS § 367.220; and

H. Award any other relief that this Court deems just and proper.

Respectfully submitted,

/s/ Kirk A. Laughlin

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Counsel for Plaintiff**CERTIFICATE OF SERVICE**

I hereby certify that on August 27, 2026, a true and accurate courtesy copy of the foregoing was filed with the Court's e-Filing system, with notice sent out to all counsel of record:

/s/ Kirk A. Laughlin***Counsel for Plaintiff***