

STATE OF INDIANA)
)
COUNTY OF MONROE)

IN THE MONROE CIRCUIT COURT

CAUSE NO. 53C06-2609-PL-002418

STEPHEN DALEY, KELLEN WYATT, OWEN MCDONALD, ZALAN SARKANY, JORDAN JOHNSON, AVRY TATUM, MALIK RENEAU, YOHAN TRAORE, COLE CLARK, JACOB KOONIN, LUKE NOMURA, MASON SWINNEY, MATTHEW HEARD, OWEN MCELFATRICK, RILEY ORR, ANDREW ROHDE, ANTHONY "TRE" WHITE, BOWEN HARDMAN, BRIT HARRIS, BRYSON OGLETREE, CAMERON CORHEN, DIONTE JOHNSON, EFREM JOHNSON JR., ELIJAH JAMISON, ELIJAH MAHI, GEOFFREY SPROUSE, JACK COLLINS, JACKSON PAVELETZKE, JACY WEISBROD, JAYDEN BREWER, JAYDEN DAWSON, JUSTIN ABSON, JUSTIN MULLINS, KARON BOYD, KENNY NOLAND, KENYON GILES, MADISON DURR, MAJOR FREEMAN, MASAI TROUTMAN, MICHAEL SHARAVJAMTS, MICHAEL WALZ, NIKOLAS GRAVES, NORDIN KAPIC, OWEN AQUINO, PHARRELL BOYOGUENO, PRINCE ALIGBE, RILEY KUGEL, SAM ALEXIS, TAMIN LIPSEY, TOBENNA NNADOZIE, TREY LEWIS, TROY GLOVER, VINCENT BRADY II, SAMUEL PETERSON, DANIELA MENDEZ, RYLEIGH HECK, SIETSKE BRÜNING, CHASE BELCHER, CLIFTON JEREMIAH THOMPSON, DAINSUS MILLER, DMON BRINSON, DONOVAN BRANCH, J.D. LAMPLEY, JACOREY THOMAS, JADEN MOSLEY, JAMEL JOHNSON, JAXSON MOI, KAM'RYN THOMAS, MALIK MCKINZIE, MYAHN LUKE BRACEY, NAQUARI ROGERS, PATRICK MCDONNELL, PHILLIP DUNNAM, RASHOD DUBINION, RECE VERHOFF, SAMUEL DANKAH, TYRENCE CRUTCHER, JOHAN BREDENKAMP, RYAN FORD, AIDAN O'NEIL, CARSON FORNEY, MAX WEINRICH, RAPHAEL KISTMANN, BRIANNA DESPINES, RAQUEL GONZALEZ, AVA GENOVESE, RILEY TATE, ANALA NELSON, CATHERINE ALBEN, DIONNA GRAY, JENNA VAN SCHAIK, MADISON SKORUPSKI, MIA NICASTRO, MYA PETTICORD, COLEY SIDLOSKI, MADELYN MUHR, AND MCKENNA SCHAEFBAUER,

Plaintiffs,

v.

NATIONAL COLLEGIATE ATHLETIC ASSOCIATION,

Defendant.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

FINDINGS OF FACT AND CONCLUSIONS OF LAW

On September 14, 2026, the Court held a hearing on Plaintiffs’ Motion for Preliminary Injunction. After considering Plaintiffs’ First Amended Complaint, and all documents attached thereto and referenced therein, Plaintiffs’ Motion for Preliminary Injunction (the “Motion”), the Response to said Motion submitted by Defendant National Collegiate Athletic Association (“NCAA”), along with all documents attached thereto and referenced therein, evidence presented at the September 14, 2026 hearing, including live witness testimony from more than a dozen players and coaches, Plaintiffs’ Exhibits 1-25,¹ and NCAA Exhibits 1-16, along with argument of counsel, the Court finds the Motion is well-taken and it is GRANTED for the reasons set forth below on terms set forth at the conclusion of this opinion.

JURISDICTION AND VENUE

The NCAA concedes this Court has general jurisdiction over it and this is a proper venue for this lawsuit. The Court agrees.

¹ Plaintiffs supplemented Exhibit 17 on September 17, 2026 to include additional information about the current schools of athletes not present at the September 14, 2026 hearing and provided the Court with an updated copy of the 2026-27 NCAA Manual published on September 15, 2026, the day after the hearing (P. Ex. 25).

SUMMARY OF RULING

Since the NCAA implemented its new age-based eligibility rules in June 2026, trial courts around the country including in New Jersey,² Texas,³ Oklahoma,⁴ Georgia,⁵ Ohio,⁶ New York,⁷ Kentucky,⁸ Louisiana,⁹ Alabama,¹⁰ Mississippi,¹¹ Missouri,¹² New Mexico,¹³ Arkansas,¹⁴ West Virginia,¹⁵ Arizona,¹⁶ and California,¹⁷ have all concluded that the NCAA's exclusion of those who began college in 2022 (the "Class of 2022") violates the NCAA's contractual obligations and have declared players eligible to play this year. This Court views the matter the same way, but under Indiana law.

² *Kromah v. NCAA*, Case No ESX-C-000165-26, Superior Court of Essex County, New Jersey, July 30, 2026 Oral Bench Order Granting Preliminary Injunction.

³ *Wheeler v NCAA*, McLennan County, Texas, Aug. 14, 2026 Preliminary Injunction; *Hutson v. NCAA*, Case No. D-1-GN-26-005654, Travis County, Texas, July 17, 2026 Temporary Restraining Order; *Atwell v. NCAA*, Aug. 31, 2026 Temporary Restraining Order.

⁴ *Oates v. NCAA*, Case No. CJ-26-325, District Court of Payne County, Oklahoma, July 29, 2026 Order Granting Motion for Temporary Restraining Order; *Tockery v. NCAA*, Case No. CJ-2026-1542, District Court of Cleveland County, Oklahoma, Sept. 3, 2026 Order Granting Motion for Temporary Restraining Order; *Fely v. NCAA*, Sept. 1, 2026 Order Granting Temporary Restraining Order

⁵ *Godfrey v. NCAA*, Case No. 26CV05617, Superior Court of Cobb County, Georgia, July 31, 2026 Order Granting Preliminary Injunction.

⁶ *Borovicani v. NCAA*, Case No. A2603352, Court of Common Pleas, Hamilton County, Ohio, July 9, 2026 Order Granting Preliminary Injunction. The order in *Borovicani* has been stayed pending appellate review.

⁷ *Iwuchukwu v. NCAA*, Case No. 724294_2026, Aug. 17, 2026 Order to Show Cause with Temporary Restraining Order; *Gayle v. NCAA*, Sept. 5, 2026 Order to Show Cause with Temporary Restraining Order; *Tice (Monroe) v. NCAA*, Sept. 1, 2026 Temporary Restraining Order, *Pearce v. NCAA*, Sept. 2, 2026 Temporary Restraining Order.

⁸ *Wells v. NCAA*, Case No. 26-CI-007009, Aug. 21, 2026, Order Granting Plaintiffs' Motion for Temporary Restraining Order.

⁹ *Pyburn v. NCAA*, Case No. C-783299, 19th Judicial District Court, Parish of East Baton Rouge, August 19, 2026 Order Granting Motion for Temporary Restraining Order.

¹⁰ *Lindsay Martin v. NCAA*, Aug. 28, 2026 Temporary Restraining Order.

¹¹ *Nunnery v. NCAA*, Aug. 26, 2026 Temporary Restraining Order; *Bowie v. NCAA*, Aug. 27, 2026 Temporary Restraining Order.

¹² *Webb v. NCAA*, Sept. 2, 2026 Order Denying NCAA Request to Dismiss TRO; *Tettamble v. NCAA*, Sept. 1, 2026 Temporary Restraining Order

¹³ *Karhu v. NCAA*, Aug. 27, 2026 Preliminary Injunction

¹⁴ *Wooden v. NCAA*, Aug. 26, 2026 Temporary Restraining Order.

¹⁵ *Kelly v. NCAA*, Aug. 21, 2026 Temporary Restraining Order.

¹⁶ *Harris v. NCAA*, Case No. C2026696, Superior Court of Pima County, Arizona, September 9, 2026 Order Granting Temporary Restraining Order.

¹⁷ *Glancey v. NCAA*, Case No. 26CV49833, Santa Clara County Superior Court, Aug. 18, 2026 Temporary Restraining Order.

Under NCAA Bylaw 12.6, an NCAA Division I college athlete has five years of eligibility in NCAA sports. 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 or turns 19 years old. Plaintiffs all remain within the window of their five-year Eligibility Clock for the 2026-27 school year. Under the plain terms of the 2026-27 NCAA Manual, they are eligible to compete and the NCAA is breaching its contractual obligations by denying them that opportunity.

FINDINGS OF FACT

I. An Overview of the NCAA

1. Defendant National Collegiate Athletic Association is an unincorporated nonprofit association headquartered in Indianapolis, Indiana, that regulates intercollegiate athletics for more than 1,100 member institutions nationwide, including twenty-three in Indiana, with 11 competing in Division I. The NCAA's principal place of business and national headquarters are located in Indiana.

2. The NCAA calls itself a “voluntary” membership association. However, the NCAA and its conference and member institutions control the highest and most popular level of collegiate athletics. Therefore, any individual who wishes to provide athletic services in exchange for the payment of partial or full tuition for an undergraduate academic education and wishes to derive the substantial benefits from competing at the highest level of collegiate athletics must by necessity attend an NCAA Division I member institution. 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 athletics 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 will best be able 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. As a practical matter, the NCAA is not truly “voluntary” because no school can compete at the highest level of intercollegiate athletics without joining the NCAA and no athlete can compete at the highest level of collegiate sports without attending an NCAA school.

3. The NCAA was founded to “regulate the rules of college sport and protect young college athletes.”¹⁸ 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.

4. Despite being a \$1.3 billion per year organization, the NCAA enjoys tax exempt status because its mission is to “[p]rovide a world-class athletics and academic experience for student-athletes that fosters lifelong well-being” and “promotes the physical and mental well-being of student athletes.” P. Ex. 19, NCAA, Return of Organization Exempt from Income Tax (IRS Form 990) for Fiscal Year 2023. 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.

5. Regardless, its member institutions agree to be bound by the NCAA’s rules as set forth in the Manual. P. Exs. 15 and 16, NCAA Const. 8.01.2; *see also Nat’l Collegiate Athletic Ass’n v. Miller*, 795 F. Supp. 1476, 1479 (D. Nev. 1992), *aff’d*, 10 F.3d 633 (9th Cir. 1993).

6. The NCAA’s “[m]ember institutions and conferences believe that intercollegiate athletics programs provide student-athletes with the opportunity to participate in sports and

¹⁸*History*, NCAA, <https://www.ncaa.org/about-us/history/> (last visited Sept. 16, 2026).

compete as a vital, co-curricular part of their educational experience.” Thus, “[t]he basic purpose of the Association is to support and promote healthy and safe intercollegiate athletics, including national championships, as an integral part of the education program and the student-athlete as an integral part of the student body.” See Ex. 15 and 16, NCAA Const. pmb1.

7. The NCAA Constitution and Bylaws are published together annually as the NCAA Division I Manual (the “NCAA Manual”). Ex. 15, 2025-26 NCAA Manual (the “Old Manual”) and Ex. 16, 2026-27 NCAA Manual (the “New Manual”).

8. The NCAA Manual is 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. In the NCAA's own words, “the NCAA speaks with one voice regarding the provisions of its eligibility rules, and it does so through the Manual.” P. Exs. 23 and 24, NCAA Briefing to Courts.

II. Plaintiffs' Eligibility Clock Still Has One Year Remaining

9. Under both the Old Manual Bylaw 12.6.1 and New Manual Bylaw 12.6, each student-athlete has a five-year window of eligibility that runs continuously for five years (the “Eligibility Clock”). Under the Old Manual, the Eligibility Clock begins when an athlete enrolls in college. Under the New Manual, the Eligibility Clock begins the earlier of: (1) when an athlete enrolls in college; or (2) the start of the academic year after the athlete's 19th birthday.

10. Plaintiffs graduated from high school in 2022 and enrolled in college at that time.¹⁹ They all began college no later than the first academic year after their 19th birthday. They all remain within five years of enrolling in college today. Accordingly, each Plaintiff has one year

¹⁹ Plaintiff Vincent Brady spent one year at the Airforce Academy Prep School after graduating from high school, but still enrolled in college in the academic year following his 19th birthday. The NCAA does not count prep school against seasons of eligibility under either the New Manual or the Old Manual (both as defined).

remaining in their Eligibility Clock for the 2026-27 academic year – under both the Old Manual and the New Manual.

11. Under the Old Manual, athletes were limited to competing against other schools in four of their five years – unless they were granted an exception through a “redshirt” or a waiver under the NCAA’s discretion. Under the New Manual, redshirts and waivers are eliminated and each athlete is simply entitled to compete in all five years of their Eligibility Clock.

12. In short, all athletes are granted five years of eligibility under both the Old Manual and the New Manual. The only difference is the number of years in whether they can set foot on the field against an opponent in their fifth season. Plaintiffs are entering their fifth and final season under their Eligibility Clock. They have not redshirted. Presumably, they could remain with their team for the year without setting foot on the field or court without violating any NCAA rule.

13. The only question is whether each Plaintiff must sit on the sidelines as a “redshirt” in their fifth year of eligibility or whether they can compete. The Court finds that Plaintiffs may compete: (1) under the express terms of the 2026-27 Manual; and (2) because the NCAA violated its obligations to them under the 2025-26 Manual.

III. The NCAA Has Repeatedly Exercised Its Discretion to Allow Other Athletes to Compete in All Five Years of Their Eligibility Clock

A. COVID Waiver

14. Each Plaintiff competed in college for four consecutive seasons, from 2022-23 through 2025-26, without ever receiving a redshirt year or a waiver. During their four years of competition, they each competed against numerous student-athletes playing in their fifth season of competition and sometimes their sixth year of eligibility, some of whom were 25 years old. All athletes from the Classes of 2017, 2018, 2019, and 2020 received a fifth year of competition because they attended college during Covid – even though many missed a minimal number of

competitions. For instance, the swimmers testified that their team competed in every dual meet and the Big Ten championship during their Covid season. They only missed one meet, albeit a big one – the national championship meet. Likewise, a football coach testified that his team played in 10 of their 12 games in the Covid season. Despite missing a minimal number of games, each athlete on those teams was granted a fifth year of competition.

15. In contrast, Plaintiffs' high school recruiting was severely disrupted by Covid, with official visits canceled and recruiting taking place over Zoom. As a result, one coach testified that a higher than usual number of players across the country transferred after their freshman seasons post-Covid because they did not know enough about the schools in which they enrolled due to the Covid recruiting limitations. The NCAA did not give any of those athletes an additional year – even when they faced psychological damage from negative team environments or lost credits when they transferred such that they could not complete their undergraduate degrees within four years. The NCAA also did not grant individualized waivers to any Plaintiffs who missed more games in their career due to injury or trauma than athletes who received a fifth year due to COVID.

B. Professionalism Rule Changes

16. Additionally, the NCAA has interpreted its rules so as not to count prior years of professional competition against eligibility, permitting athletes to compete in four seasons of Division I basketball notwithstanding multiple paid professional seasons abroad. This means that an athlete who graduated high school with Plaintiffs in 2022 and violated NCAA rules to play professionally in the 2022-23 year will be permitted to play college basketball in 2026-27, while Plaintiffs, who complied with all NCAA rules and never played professionally, are prohibited from playing.

17. The NCAA says that its rules on professionalism have not changed since 2022, only

their application of such rules: “Q. So you said the rules have not changed for professional participation at all in the last five years? A. Correct.” Ex. 13, Testimony of J. Vaughn, NCAA’s Managing Director for Division I Governance and Member Services at 416:24-417:2. The NCAA’s testimony on this issue is not credible. Indiana University’s Executive Director of Basketball, Ryan Carr, who spent 23 years with the Indiana Pacers before taking a job with Indiana University testified that, in his understanding, prior to the last year, professional G League basketball players could not return to college. Yet over the last year and a half the NCAA has effectively changed its rules to allow professional basketball players to play in college. For instance, London Johnson signed a \$1.1 million G League contract out of high school. P. Ex. 8. After two years in the G League, Johnson decided to go back to college. *Id.* 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. Additionally, James Nnaji played four seasons of professional basketball in Spain and Turkey, and then the NCAA granted him an additional four years of college eligibility.²⁰

18. When questioned about it, the NCAA testified, “So has the membership instructed your team to think about actual and necessary expenses a little more -- a little differently over the last few years as things have changed in the real world? A. Correct.” P. Ex. 13, Vaughn Testimony at 379:21-25. Further, “it’s permissible to get over a million dollars of money from our own campuses. So how do we hold a prospective student athlete accountable for that because they got it from somewhere else.” *Id.* at 379:5-8.

19. A million dollars does not represent reasonable and necessary expenses for

²⁰https://en.wikipedia.org/wiki/James_Nnaji.

basketball player. Neither do most foreign professional leagues only pay reasonable and necessary expenses. Those changes are not in the Manual and run contrary to the NCAA's stated goal of differentiating between college and professional basketball. The NCAA's change in the application of its rules on former professionals was arbitrary and unreasonable and damaged Plaintiffs who played basketball by: (1) forcing them to compete against former professionals; and (2) allowing the professionals to play through the fifth year of their eligibility clock while depriving Plaintiffs of the same opportunity.

C. Redshirts

20. While not specifically defined in the NCAA Manual, the Redshirt Rule requires an athlete to sit out of competition against other schools for a year to preserve his or her fifth year of eligibility. Redshirt athletes fulfill nearly all the obligations of their teammates: they train with the team, take classes, and participate in meetings, travel, and film study. But they are not allowed to set foot on the field or court in a game – unless they play football—then they get to play four regular season games plus the post-season. Only by redshirting can a player preserve a fifth year of eligibility under the Old Manual, but the coach, not the player, decides who gets to redshirt.

21. 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,²¹ 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.²²

²¹Or, for football, playing a snap in more than four regular season games.

²²*Pavia v. NCAA*, No. 24-6153, slip op. at 17 (6th Cir. Oct. 1, 2025) (Hermendorfer, J., concurring).

22. 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.²³ No comparable flexibility exists for college athletes in other sports, such as basketball, where even a single moment of competitive play—here, just ten minutes for one women’s player—consumes an entire season of eligibility. This selective application underscores the Redshirt Rule’s arbitrary nature.

23. 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.²⁴ In other words, a player who plays ten minutes at her coach’s discretion loses a year of eligibility even though she played in less than 30% of her team’s total games. Meanwhile, an athlete who played far more minutes in far more games gets an additional year because of an injury.

D. The Pavia Waiver

24. The NCAA also granted a fifth season of competition to many athletes who began their college careers in a junior college. Specifically, after a single junior college athlete obtained a preliminary injunction allowing him to play an additional season in *Pavia v. NCAA*,²⁵ the NCAA extended a blanket waiver granting an additional season of competition to Pavia and all “similarly situated student-athletes” who started their career in junior college.²⁶ *Pavia v. Nat’l Collegiate Athletic Ass’n*, 154 F.4th 407, 411 (6th Cir. 2025) (describing the waiver the NCAA provided to Pavia and any player similarly situated to him following the entry of a preliminary injunction).

²³See Ex. 1, 2025-26 NCAA Division I Manual, Bylaw 12.6.3.1.6, at 50 (2025).

²⁴*Id.* at p. 54, Bylaw 12.6.4.2.

²⁵ 760 F.Supp.3d 527, 544 (M.D. Tenn. 2024).

²⁶ While claiming to afford relief to all similarly situated athletes, the NCAA denied a fifth season of eligibility to all other former junior college players who had not yet completed their fourth season of competition in either junior college or an NCAA institution.

But the NCAA did not extend that waiver to Plaintiffs in this case who started in junior college. And, while hundreds of athletes from the Class of 2022 have obtained preliminary injunctions from courts across the country granting them a fifth year to compete, the NCAA refuses to give a waiver to these Plaintiffs.

E. Hardship Waivers

25. Additionally, under the Old Manual, the NCAA granted hardship waivers under Bylaw 12.6.4, and Old Bylaw 12.6.4.1.1 provided that the Committee on Student-Athlete Reinstatement “shall have the authority to review and determine whether to approve the waiver based on circumstances that may warrant relief from the application of the legislated waiver criteria.” Ex. 15, 2025-26 NCAA Manual, Bylaws 12.6.4 and 12.6.4.1.1. Plaintiffs in this case testified about numerous hardships that might not have fallen exactly within “legislated waiver criteria,” but still warranted relief – from injuries, to coaching mistreatment, to institutional loss of medical records, to emotional trauma. The NCAA denied each and every one of them. And failed to present a witness to articulate a single example of the NCAA using its authority to grant such a waiver. It appears the NCAA’s waiver review process did not actually provide an opportunity for individualized review under 12.6.4.1.1. The NCAA had a contractual obligation to Plaintiffs to conduct such reviews in good faith. Plaintiffs have presented a prima facie case that the NCAA did not conduct waiver analysis in good faith and the NCAA did not offer any evidence in rebuttal.

26. Old Bylaw 12.6.1.7 granted the NCAA Committee on Reinstatement the discretion to approve waiver of the five-year limit on eligibility “as it deems appropriate.” Ex. 15, Old Bylaw 12.6.6 contained a catch-all providing that the Committee “shall have authority to review and grant a waiver based on additional documented extenuating circumstances.” *Id.* at Bylaw 12.6.6. And

Old Bylaw 12.10.1 permitted an institution to seek restoration of eligibility whenever “the circumstances warrant.” *Id.* at 12.10.1.

IV. The NCAA Failed to Respond to Plaintiffs’ *Prima Facie* Case That It Failed to Appropriately Consider Exercising Discretion With Respect To Their, Or Any Other, Individualized Circumstances

27. Many Plaintiffs faced hardships in college, from intense emotional and psychological trauma to severe injuries that failed to meet the criteria for a medical redshirt. The NCAA either denied – or has failed to rule on – all waiver requests submitted by any Plaintiff. In at least one instance, a waiver was denied because an NCAA member institution failed to maintain an athlete’s medical records after she transferred. In another case, one female athlete played only 10 minutes as a walk-on – an athlete without a scholarship paying her for her own schooling – the NCAA even denied her waiver request. With respect to several Indiana University players seeking a fifth year, the NCAA has simply held their waiver requests without a response.

28. Plaintiffs made a prima facie case that their class was treated unfairly compared to others who came before them under the 2025-26 Manual – both as a group and with respect to individual circumstances. 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, but failed to present a single witness to explain that decision. The NCAA also presented no evidence that it ever utilized its discretion under the Bylaws to grant a single *individual* athlete another year of eligibility outside of narrowly specified waiver criteria. Plaintiffs made a prima facie case that the NCAA should have granted them an additional year under its discretionary waiver authority, the NCAA’s failure to provide any evidence or testimony to the contrary suggests that the NCAA’s discretionary waiver system does not actually exist. And the NCAA likely breached its contractual obligation to Plaintiffs under the Old Manual to operate its discretionary waiver system in good faith. At a

minimum, Plaintiffs have demonstrated a reasonable likelihood of success at trial based on a prima facie case.

29. During the first four years of their eligibility, Plaintiffs were forced to compete for roster spots against student-athletes with much more seniority than them including former professional athletes, and competed against numerous student-athletes playing in their fifth season of competition and, in some cases, their sixth year of eligibility.

V. The NCAA's Self-Imposed Timeline Was Arbitrary and Unreasonable

30. The timeline of the NCAA's process is striking. The NCAA's discussions about Five-for-Five became public in September 2024.²⁷ At that time, all seniors 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, 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 delayed.

31. 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 antitrust violation.²⁸ At the NCAA Convention in Nashville in January 2025, the NCAA said it would discuss Five-for-Five in early 2025. P. Ex. 2. In the Summer of 2025, the NCAA Division II Council (but not Division I) voted to move forward with Five-for-Five.

²⁷<https://theyellowjacket.org/the-ncaa-begins-discussions-to-give-all-student-athletes-the-chance-for-a-fifth-year-option/>

²⁸*Pavia v. NCAA*, Case No. 3:24-cv-01336, M.D. Tenn.

32. In September 2025, a class action seeking immediate Five-for-Five status for all athletes in the Classes of 2021 and 2022 was filed against the NCAA.²⁹

33. 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.³⁰ This statement by the NCAA misled Plaintiffs, leading them to make rational decisions to move on with their lives outside of collegiate sports including, but not limited to, entering into professional contracts.

34. Mr. Jerry Vaughn, the NCAA’s Managing Director at for Division I Governance and Member Services, testified at that time that “allowing athletes to stay in school for five years would decrease opportunities for high school athletes to participate in college football.” P. Ex. 13 at 401:13-17. After Mr. Vaughn’s testimony, the judge in *Patterson v. NCAA* denied the athletes’ request for a preliminary injunction granting them a fifth year of eligibility in January 2026.

35. Then, according to Mr. Vaughn, “after the injunction hearing [was] over, the NCAA [did] exactly that and changed the rule for everyone going forward, they get five years.” P. Ex. 13 at 401:25-402:3. The NCAA has treated players like yo-yos, with their likely eligibility status for 2026-27 changing with the needs of the NCAA’s various pieces of litigation and lobbying efforts.

36. The NCAA termed their new rule “age-based eligibility.” However, the NCAA’s “age-based eligibility” is the functional equivalent of “Five-for-Five.” It allows athletes to compete for five collegiate seasons from time they enroll in college so long as they enroll no later than the academic year after they turn 19.

²⁹*Patterson v. NCAA*, Case No. 3:25-cv-00994, M.D. Tenn.

³⁰<https://www.nytimes.com/athletic/6741377/2025/10/22/ncaa-will-not-implement-5-for-5-eligibility-rules/>

37. When the NCAA first announced the plan for the new rule on April 15, 2026, it appeared that the Class of 2022 would be eligible for a fifth season in the 2026-27 year.³¹ P. Ex. 4. In fact, NCAA President Charlie Baker prepared a “Q&A” memo that explicitly said the NCAA was working on a “smooth transition to the new eligibility framework, including for student-athletes who matriculated under the current framework.” P. Ex. 5 at Q. 9. And when asked, “[w]ouldn't this rule change lead to incoming, younger players losing out on roster spots to players who can now stick around for their fifth year?,” Baker said, “We are committed to a successful and fair transition for all student-athletes. Many student-athletes already remain on campus for five years because of waivers or redshirts.” *Id.* at Q.10.

38. Multiple Plaintiffs testified that both they and their coaches believed they would likely be eligible. The Court accepts and adopts this testimony as a finding of fact.

39. 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. P. Ex. 6.

40. 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. P. Ex. 7. 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 and, in the words of Mr. Vaughn for the NCAA, because “it would create a lot of administrative burdens for -- for our members.” P. Ex. 14, Vaughn Testimony at 133:17-18.

41. Rather than proceed with the normal 90-day comment period for a major rule change, the Division I Cabinet approved the rule change in late June 2026 as “emergency

³¹<https://www.ncaa.org/news/2026/4/15/media-center-di-cabinet-adopts-changes-to-eligibility-rules-for-prospects.aspx>

legislation.” The NCAA makes much of a “unanimous vote” in the Cabinet in favor of granting athletes five years to compete. But the Cabinet was never given a choice to include the Class of 2022 in the vote. No coaches were present in the room or allowed to vote. P. Ex. 14, Vaughn Testimony at 137:11-14 (“ Q. But the committee that made the decision on the age-based eligibility rule change had no coaches on it, correct? A. That's correct.”). The coaches recommended expanding roster sizes to avoid any issues caused by inclusion of the Class of 2022. P. Ex. 9. The NCAA Cabinet “did not move forward with” the coaches’ recommendation.³² At first, Mr. Vaughn implied the Cabinet considered and rejected including the Class of 2022 and the coaches’ recommendation to expand rosters. But then it came to light that the Cabinet had no actual choice in the matter:

Q. The Cabinet was not given an option to vote to allow the class of ‘22 to be part of the rule change, were they?

A. So the Division I Board of Directors provided guidance to -- to the cabinet as to how they should move forward with implementing the age-based eligibility model for student athletes who only had eligibility remaining going into 26/27.³³

Q. And that was on April 27th, they said do not include the class of '22 in the age-based model, correct?

A. I believe what the Board said was, in order for this model to apply to you, you have to have eligibility remaining going into 26/27.

Q. And that was a change from what they had put in their report less than two weeks earlier on April 15th, correct?

A. I think it was further clarification about how the model would be implemented is how I would describe it .

Q. And the clarification came after feedback from a high-profile coach, Coach Pitino, that he was out of money, correct?

³² Ex. 14, Vaughn Testimony at 137:15-22 (““Q. Now the coaches did submit a recommendation to expand rosters for next year to deal with the rule change . You’re aware of that, right? A. That’s s my understanding amongst o ther things that they recommended . Yes , sir . Q. And the cabinet did not take the recommendation, did it? A. It did not move forward with it .”).

³³ Ex. 14, Vaughn Testimony at 139:2-9

A. I think it came after lots of -- of questions from various folks in our membership; coaches, student athletes, others.”³⁴

The new rules not go through the normal comment period because of the emergency designation. If they had started that process as late as October of 2025, the Class of 2025 could have been included in the new rule without an issue: *See* P. Ex. 13, Vaughn Testimony at 436:10-20 (**Q. If it was proposed in October and had the 90-day comment process and passed after 90 days, there still would have been time for an orderly transition to allow the plaintiffs to play next year. Right?** A. Yeah. Again, ultimately, that's a conversation for the cabinet members. They felt like -- I assume -- right -- it wasn't appropriate for them to introduce it at that time, for whatever reason they did. All I know is factually what happened. In June, the cabinet introduced it and adopted it as emergency legislation.”).

42. After delaying implementation of the five-for-five or “age-based” model for two years, the emergency designation in June 2026 does not make sense. Emergency legislation would have been appropriate based on the early April concept designed to include the Class of 2022—they would need to find roster spots for a school year only two months away. But the Court questions the “emergency” in June 2026 preventing a standard 90-day comment period on the proposed rules absent inclusion of the Class of 2022.

43. As a Georgia trial judge asked the NCAA: “when the NCAA was passing this new rule that grants the five years from your high school graduation or your 19th birthday, and they were -- then you were going to just exclude some people still in that five-year window, did anybody raise their hand and say this is going to get us sued?” P. Ex. 14, 149:20-150:1. The evidence suggests the NCAA knew it would get sued by the Class of 2022 – but did not care. The NCAA originally planned to include the Class of 2022 in the rule change. Indeed, the plain language of

³⁴ *Id.* at 138:20-139:12.

the 2026-27 Manual still includes the Class of 2022. The NCAA faces no harm from Plaintiffs or other members of the Class of 2022 playing this year – its games go on either way. Schools can choose to roster members of the Class of 2022 – or decline to do so. Without the Class of 2022, no playing emergency appears apparent.

44. Instead, the timeline suggests that the “emergency” in question was not anything related to the athletes, but the NCAA’s desire to convince Congress to pass a law providing it some level of legal protection prior to the 2026 election in November. Indeed, after the first few courts ruled in favor of various plaintiffs in July 2026, Charlie Baker, the NCAA President sent out a memo calling for “immediate passage of the bipartisan Protect College Sports Act,”³⁵ which codifies the Five-for-Five Rule *without excluding the Class of 2022*:

IN GENERAL.—Subject to paragraph (2), a student athlete is eligible to compete in intercollegiate athletic competition for a Division I or Division II institution (as defined by bylaw 20 of the National Collegiate Athletic Association, or a successor bylaw) for a maximum of 5 calendar years beginning on, whichever occurs first—

(A) the beginning of the academic year following the 19th birthday of the student athlete; or;

(B) the date the student athlete initially enrolls full time at an institution.³⁶

In direct opposing to its position before this Court, the NCAA asks Congress to immediately pass the Protect College Sports Act (“PCSA”), which does not exclude the Class of 2022 from the benefits of a fifth year of eligibility. It is disappointing to see the NCAA apparently using players as pawns in a political game and unconscionable for the NCAA to continue to prevent Plaintiffs

³⁵ https://x.com/NCAA_PR/status/2083352977956303222 (“Without targeted intervention from Congress, college sports cannot set nationwide rules everyone can play by and without Congress, failed professionals will continue to use college sports as a fallback option — robbing the next class of young athletes of college scholarships. It is long past time leaders across college sports call for the immediate passage of the bipartisan Protect College Sports Act — a bill supported by student-athlete leaders, Democrats, Republicans and NCAA schools from all three divisions. Today's rulings and the chaos they bring to college sports are exactly why it's time to pass this bill.”).

³⁶ <https://www.congress.gov/bill/119th-congress/senate-bill/4668/text> at Section 113.

from playing in the 2026-27 academic year while simultaneously asking Congress to codify a rule allowing them to play

V. The New Manual Applies to All Students Who Fall Within Their Five Year Eligibility Window

45. On June 23, 2026, the NCAA Division I Cabinet adopted a new eligibility model permitting student-athletes to compete for five seasons within their five-year window, while eliminating the four-season limit, redshirt years, and discretionary waivers (the “Five for Five” or “Age-Based” Eligibility Model). The NCAA adopted the Age-Based Eligibility Model expressly to “benefit the student-athlete body.” D. Ex. 4 at 3. On or around August 14, 2026, the NCAA published the 2026-27 NCAA Manual. See P. Ex. 16.

46. Bylaws 12.6 through 12.6.8, as published in the New Manual, incorporate the Five-for-Five Eligibility Rule. Ex. 16, 2026-27 NCAA Manual Bylaws 12.6-12.6.8.

47. Bylaw 12.6 of the New Manual provides that “[a]n individual’s period of eligibility for practice and competition shall be limited to five years.” Its effective date is August 1, 2026.

48. Under Bylaw 12.6 of the New Manual, the five-year window of eligibility begins on the date of the first class in an individual’s full-time enrollment at a member institution or the beginning of the academic year after the individual’s 19th birthday, whichever is earlier. *Id.*

49. On its face, Bylaw 12.6 applies to Plaintiffs and the NCAA concedes that no provision contained in the New Manual excludes Plaintiffs from application of Bylaw 12.6. The New Manual does not reference or otherwise incorporate the uncodified Transition Framework (as defined below) announced by the NCAA.

50. All Plaintiffs in this case have represented that they are within five years of their 19th birthday and five years of enrolling in college and the NCAA has not disputed that representation.

VI. The Uncodified Transition Framework Improperly Excludes Plaintiffs and Other Student-Athletes in the Class of 2022.

51. At the same time that the NCAA announced its Age-Based Eligibility Model, it announced a purported transition framework governing student-athletes who enrolled in NCAA institutions under the Old Manual (the “uncodified Transition Framework”). *See* D. Ex. 5.

52. Under the uncodified Transition Framework, student-athletes with fewer than four seasons of competition after the 2025-26 season, as well as those first enrolling in 2026-27, may elect between the new Five-in-Five Rule or the Historic Eligibility Rules, depending on which framework produces the “most favorable outcome” for them (the “Most Favorable Outcome”). *id.* D. Ex. 5.

53. The Uncodified Transition Framework extended that election to every cohort still within the five-year eligibility window, except student-athletes in the Class of 2022 who played four consecutive seasons. *See id.* The NCAA is even allowing athletes from the Class of 2022 who redshirted to choose their Most Favorable Outcome. The NCAA presented no live witness to justify its decision to exclude the Class of 2022 who did not redshirt from their ability to choose their Most Favorable Outcome. Discriminating against athletes whose coaches did not permit them to redshirt in favor of identically situated athletes who were permitted to redshirt is arbitrary and capricious.

54. Allowing the remainder of Class of 2022 access to the Most Favorable Outcome would have two positive effects. First, it would have fulfilled the NCAA’s contractual obligation to treat all athletes with time remaining on their Eligibility Clock equitably and fairly. Second, it would help alleviate the roster crunch the NCAA has created for the Fall of 2027.

55. Specifically, by providing the Most Favorable Outcome to all current athletes other than the non-redshirting Class of 2022, the NCAA has ensured that nearly all athletes on 2026-27

NCAA rosters will have a fifth year of eligibility in 2027-28, with only athletes from the Class of 2022 who previously redshirted forced to leave college. As a result, a much lower number of roster spots will be available for the high school graduating class of 2027.

56. In contrast, if the entirety Class of 2022 had been included in the Most Favorable Outcome, a number of athletes, including Plaintiffs, would have competed for a fifth and final year in 2026-27. But no school would have been forced to roster such athletes and many of them had already moved on to other careers and would not have returned to school. As a result, Members of the Class of 2022 would have filled a limited number of roster spots on discovering their eligibility in June 2026. And every roster spot filled by a member of the Class of 2022 would have represented a guaranteed roster opening in 2027-28.

57. The NCAA presented no live witness to explain why it was reasonable to exclude the non-redshirting members of the Class of 2022 from the Most Favorable Outcome and the Court finds it was arbitrary, capricious, and unreasonable. As set forth above, the timing of the rule change was a problem of the NCAA's own making.

VII. Equitable Requirements to Make Injunctive Relief Meaningful.

58. To reduce challenges to its decisions, the NCAA maintains a powerful enforcement mechanism designed to discourage institutions from relying on court orders that permit potentially ineligible athletes to compete. This is NCAA Bylaw 12.9.4.2, commonly known as the "Rule of Restitution." P. Exs. 15 and 16, NCAA Bylaw 12.9.4.2.

59. Under the Rule of Restitution, if a student-athlete who is ineligible under NCAA legislation is permitted to participate in intercollegiate competition in accordance with the terms of a court restraining order or injunction, and said injunction is voluntarily vacated, stayed, or reversed, the NCAA may impose severe penalties on the institution that rostered the athlete,

including vacating wins, postseason bans, return of television revenue, and financial penalties. The Rule's purpose is to deter student-athletes from exercising their legal rights and to deprive courts of the ability to grant effective relief. *Id.*

60. Likewise, Plaintiffs must be granted relief from the NCAA Transfer Portal (the "Portal"), 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. The Portal is not a mere administrative convenience; it is the exclusive pathway through which roster mobility in Division I sports is effectuated. While most Plaintiffs are enrolled for school for this year, the remaining Plaintiffs will not be blocked from enrolling by a Transfer Portal they had no reason to enter when their last season of competition ended.

61. Finally, equity requires that the NCAA not punish any Plaintiff who signed a professional contract after being declared ineligible, so long as the player has terminated that contract and returns any compensation received beyond reimbursement of expenses, prior to competing in college.

CONCLUSIONS OF LAW

1. To the extent any of the above findings of fact are deemed conclusions of law, they are hereby incorporated as additional conclusions of law. To the extent any of the conclusions of law are deemed findings of fact, they are hereby incorporated as additional findings of fact. The misplacement of a finding in the conclusions section and vice versa shall not constitute an error.

I. Standard for a Preliminary Injunction

2. To obtain a preliminary injunction, the moving party must show by a preponderance of the evidence that: "(1) the movant's remedies at law were inadequate, causing irreparable harm pending resolution of the substantive action; (2) the movant had at least a reasonable likelihood of

success at trial by establishing a *prima facie* case; (3) the threatened injury to the movant outweighed the potential harm to the defendant; and (4) the public interest would not be disserved.” *Ind. Fam. and Soc. Serv. Admin. v. Walgreen Co.*, 769 N.E.2d 158, 161 (Ind.2002).

3. The party requesting injunctive relief “is not required to show that he is entitled to relief as a matter of law, nor is he required to prove and plead a case, which would entitle him to relief upon the merits.” *Avemco Ins. Co. v. State ex rel. McCarty*, 812 N.E.2d 108, 118 (Ind. Ct. App. 2004). Because of this, appellate court reviewing the trial court’s decision to grant injunctive relief are required to determine “whether the likelihood of success is **so** improbable as to render the trial court's determination erroneous as a matter of law.” *Id. See also Abercrombie & Fitch Stores, Inc. v. Simon Prop. Grp., L.P.*, 160 N.E.3d 1103, 1108 (Ind. Ct. App. 2020).

4. The status quo is the “last, actual, peaceful, and non-contested status which preceded the pending controversy.” *Hannum Wagle & Cline Engineering, Inc. v. American Consulting, Inc.*, 64 N.E.3d 863, 874 (Ind. Ct. App. 2016). Everything between the NCAA and the Class of 2022 has been contested since no later than April 2026. First, the NCAA announced it was including the Class of 2022 in its new Age-Based Eligibility Rules. P. Exs. 4 and 5. Then it reversed itself when it realized such a determination might cost its schools more money. *See* P. Exs. 6 and 7. It passed a rule purportedly excluding the Class of 2022 and got sued the next day. *See Borovicain v. NCAA*, Case No. A2603352 (Ohio Ct. C.P. July 9, 2026) (order granting preliminary injunction). Then it published its New Manual explicitly including the Class of 2022 in the new rules. Accordingly, the last actual peaceful and non-contested state occurred when Plaintiffs were eligible to play and on college rosters in the 2025-26 year.

5. Regardless, “[p]reliminary injunctions are designed to protect the property and rights of the parties from any injury, **usually by maintaining the status quo** as it existed prior to

the controversy, until the issues and equities in a case can be determined after a full examination and hearing.” *AGS Capital Corp. v. Product Action Int’l, LLC*, 884 N.E.2d 294, 314 (Ind. Ct. App. 2008), *trans. Denied* (emphasis added). In other words, even if the status quo did not involve Plaintiffs as eligible players, the Court could still act to protect the rights of the parties.

“The necessity of maintaining the *status quo* is to prevent harm to the moving party which could not be corrected by a final judgment. If irreparable injury were to occur during the course of litigation, the judgment, in effect, would be rendered meaningless. Thus, it has been held that an injunction will not be granted where the law can provide a full, adequate, and complete method of redress. (citing case) It would appear that only harm which a court cannot remedy following a final determination on the merits may be deemed to constitute irreparable injury warranting issuance of a preliminary injunction.”

Wells v. Auberry (1982) Ind.App., 429 N.E.2d 679, 682, *reh. den’d.*, *trans. den’d.* Here, the Court must act to preserve Plaintiffs’ rights because they cannot receive an adequate remedy at law after their season of competition passes.

6. In a case from 1939 that is still cited today, the Supreme Court of Indiana ruled:

Where, as here, the facts properly before the court make a case for a final mandatory injunction there would seem to be no reason why a temporary injunction, similar in effect, might not issue to save the complainant from irreparable injury which might be sustained prior to a final hearing on the matter.

Watson v. Burnett, 23 N.E.2d 420, 424 (Ind. 1939). Here, Plaintiffs have presented facts supporting a final mandatory injunction against the NCAA. They face irreparable harm without the immediate issuance of a preliminary injunction. Accordingly, a preliminary injunction fashioned to prevent the NCAA from causing irreparable harm by excluding them from competition is the appropriate remedy.

II. Plaintiffs Face Irreparable Harm

7. “Irreparable harm is that harm which cannot be compensated for through damages upon resolution of the underlying action....The test is whether later money damages would be ‘as full and adequate as the equitable remedy.’” *Abercrombie & Fitch Stores, Inc. v. Simon Prop. Grp.*,

L.P., 160 N.E.3d 1103, 1110 (Ind. Ct. App. 2020) (Citation omitted). “Injunctive relief may be granted if it is more practicable, efficient, or adequate than the remedy afforded by law.... One purpose of a preliminary injunction is to prevent harm to the moving party that could not be corrected by a final judgment.” *Id.*

8. The 2026-27 Division I football, soccer, cross country, and field hockey seasons are underway. Swimming and basketball seasons are fast approaching, with official practices for basketball beginning on September 21, 2026. Spring sports are around the corner

9. Plaintiffs have secured roster spots, but will not receive scholarship aid or NIL payments until their eligibility is confirmed by a court order. If relief is denied, they will lose their roster spots. College sports seasons are time-limited opportunities. Once lost, they cannot be restored, even if Plaintiffs later prevail on the merits. In this case, monetary damages cannot fully or adequately compensate the Plaintiffs for their lost opportunity to participate in college sports.

10. Eighty-Four (84) of the ninety-seven (97) Plaintiffs reported a specific school at which they are enrolled and will play this year. P Ex. 17. Thirteen (13) reported that they needed their eligibility confirmed before a school would confirm a scholarship and roster spot for them, with eight of those listing specific schools under consideration. *Id.* Plaintiffs and coaches universally testified that no player was cut or scholarship revoked to create a roster spot for any Plaintiff.

11. Put simply, the Court cannot fashion a remedy at the end of the case which would return time and experience to the Plaintiffs. Injunctive relief is more practicable, efficient, and adequate than monetary damages in this case.

III. Plaintiffs Have Established a Reasonable Likelihood of Success on the Merits

12. “To establish a party has a reasonable likelihood of success on the merits, the party must establish a prima facie case. The party is not required to show that he is entitled to relief as a

matter of law, nor is he required to prove and plead a case, which would entitle him to relief upon the merits.” *Satkovich v. Diverse Staffing Servs., Inc.*, 270 N.E.3d 513 (Ind. Ct. App. 2025). The prima facie case must be established with “substantial evidence.” *Id.* ““Substantial evidence is that which is more than a scintilla and less than a preponderance.”” *Id.* See also *Abercrombie & Fitch Stores, Inc. v. Simon Prop. Grp., L.P.*, 160 N.E.3d 1103, 1109 (Ind. Ct. App. 2020).

13. A “‘likelihood of success’ exists if the party seeking injunctive relief shows that it has a ‘better than negligible’ chance of succeeding on the merits.”” *Ind. High Sch. Ath. Ass’n v. Martin*, 731 N.E.2d 1, 7 (Ind. Ct. App. 2000) (Affirming injunctive relief in favor of high school basketball player).

A. Plaintiffs Are Intended Third-Party Beneficiaries of the Old Manual and the New Manual

14. “A person or entity who is not a party to a contract may directly enforce that contract as a third-party beneficiary if: ‘(1) the parties intend to benefit a third party; (2) the contract imposes a duty on one of the parties in favor of the third party; and (3) the performance of the terms of the contract renders a direct benefit to the third party.’” *Midwestern Indem. Co. v. Sys. Builders, Inc.*, 801 N.E.2d 661, 670 (Ind. Ct. App. 2004), *abrogated by Bd. of Comm’rs of Cnty. of Jefferson v. Teton Corp.*, 30 N.E.3d 711 (Ind. 2015). See also *Luhnnow v. Horn*, 760 N.E.2d 621, 628 (Ind. Ct. App. 2001).

15. “Among these three factors, the intent of the contracting parties to benefit the third-party is the controlling factor.... Such an intention may be demonstrated by specifically naming the third-party, or by other evidence.... The intent necessary to the third-party's right to sue is not a desire or purpose to confer a particular benefit upon the third-party nor a desire to advance his interest or promote his welfare, but an intent that the promising party or parties shall assume a

direct obligation to him.” *Nat’l Bd. of Exam’rs for Osteopathic Physicians & Surgeons v. Am. Osteopathic Ass’n*, 645 N.E.2d 608, 618 (Ind. Ct. App. 1994) (citations omitted).

16. The intent of the contracting parties to benefit a third-party, the controlling factor, “may be demonstrated by specifically naming the third-party or by other evidence.” *Barth Elec. Co. v. Traylor Bros., Inc.*, 553 N.E.2d 504, 506 (Ind. Ct. App. 1990). It must be shown that it is the intention of one of the parties to require performance of some part of the contract in favor of the third-party and for their benefit and that the other party to the contract intended to assume the obligation imposed. *M Jewell, LLC v. Bainbridge*, 113 N.E.3d 685, 689 (Ind. Ct. App. 2018)

17. Plaintiffs are intended third-party beneficiaries of the Manual under Indiana law as the Manual is intended to benefit Plaintiffs, explicitly names student athletes, and contains direct obligations to Plaintiffs and all other student-athletes. As explained by the Chancery Court of Davidson County, Tennessee:

When reading the Bylaws at issue in this case, they are all largely devoted to regulating the eligibility, participation, welfare, and compensation of student-athletes. They repeatedly identify student-athletes as the objects of the Bylaws, indicating an intent to benefit them. The Bylaws are not limited to allocating rights and obligations among member institutions. Rather, they establish detailed rights, privileges, obligations, eligibility requirements, procedural protections, and benefits that directly govern the relationship between the NCAA and every student-athlete participating in NCAA competition. Those provisions demonstrate that student-athletes are not merely incidental beneficiaries of the contractual arrangement but are among its principal intended beneficiaries.

The Court further finds it significant that student-athletes are required to review and execute acknowledgments agreeing to comply with the NCAA Bylaws before participating in athletics at NCAA member schools. (Trial Testimony of Jerry Vaughn). This requirement demonstrates that the contractual framework was intended to operate directly upon student-athletes and not merely upon member institutions. Therefore, this Court finds that the Plaintiffs are the intended beneficiaries of the contracts at issue in this case.

Washington v NCAA, Case No. 26-0896-III, Chancery Court of Davidson County, Tennessee, July 31, 2026 Order Granting Temporary Injunction; *See Bloom v. Nat’l Collegiate Athletic Ass’n*, 93

P.3d 621, 623-24 (Colo. Ct. App. 2004) (“the NCAA’s constitution, bylaws, and regulations evidence a clear intent to benefit student-athletes”); *Battle v. Nat’l Collegiate Athletic Ass’n*, No. 5:24-cv-00107, 2024 WL 4685604, at *5 (N.D. W. Va. Nov. 4, 2024) (holding that student-athlete sufficiently alleged he was a third-party beneficiary to the Bylaws and Constitution of the NCAA); *Smith v. NCAA*, Case No. 2026-CP-39-00073 (S.C. Ct. C.P. June 12, 2026) (entering injunction on a claim for breach of NCAA Bylaws); *Borovicinan v. NCAA*, Case No. A2603352 (Ohio Ct. C.P. July 9, 2026) (order granting preliminary injunction) (“the NCAA Manual and Bylaws are clearly intended to benefit student-athletes”).

18. Based on the evidence before the Court, the Plaintiffs have satisfied their burden of demonstrating they have a reasonable likelihood of success on the merits of their claim that they are third-party beneficiaries of the Old Manual and New Manual. There is a greater than negligible chance in this case that the Plaintiffs will succeed on the merits of their claim.

B. Plaintiffs Have Made a Prima Facie Case Demonstrating a Reasonable Likelihood of Success of the Merits for Their Claim for Breach of the New Manual

19. The New Manual went into effect on August 1, 2026. Bylaw 12.6 now states:

Five-Year Period of Eligibility. An individual’s period of eligibility for practice and competition shall be limited to five years. An individual’s five-year period of eligibility begins with the earlier of the following: (Revised: 7/31/14, 6/6/25 effective 7/1/25, 6/24/26 effective 8/1/26).

- (a) The regular academic term (semester or quarter) of an academic year in which the individual enrolls in a collegiate institution (domestic or foreign; see Bylaw 14.02.4) in a minimum full-time program of studies and attends a class in that term while enrolled full time; or
- (b) The beginning of the regular academic year immediately after the individual’s 19th birthday

Ex. 2, 2026-27 Manual at 55. The provision applies to all athletes enrolled in, or desiring to enroll in, an NCAA Division I institution for the 2026-27 year with no limitation. Under the plain, unambiguous text of the Manual, Plaintiffs are eligible.

20. There are 30 other places in the New Manual where the NCAA states that a particular provision only applies to an athlete “initially enrolling” after a certain date. And six rules in the New Manual only apply “for student-athletes initially enrolling full time in a collegiate institution on or after 8/1/23.” That is the exact language the NCAA would have used to exclude the Class of 2022 from the right to compete for five years. It did not. Further, the NCAA published another update to its Manual on September 15, 2026 (P. Ex. 25) and still did not make any change to this language – it cannot be deemed a scrivener’s error.

21. The NCAA has represented to Courts across the country that it “speaks with one voice regarding the provisions of its eligibility rules, and it does so through the Manual.” P. Exs. 23 and 24. Accordingly, the NCAA is estopped from arguing that documentation outside the Manual modifies the Manual.

22. Further, even if the NCAA were not estopped from such an argument, the Manual is unambiguous and the Court will not consider parole evidence given the lack of ambiguity.

23. Finally, even if the Court could consider parole evidence, the Manual was published after the NCAA’s parole evidence (D. Exs. 5 and 6) and, as a result, supersedes such evidence.

24. In short, the Manual means what it says and Plaintiffs are currently eligible under its terms. Accordingly, the law and facts are clearly on Plaintiffs’ side. Plaintiffs have demonstrated that they have a better than negligible chance to prevail on their breach of contract

claim because the NCAA is denying their right to play in direct contravention of the express language in the New Manual.

C. Plaintiffs Have Made a Prima Facie Case Demonstrating a Reasonable Likelihood of Success of the Merits for Their Claim for Breach of the Old Manual

25. As set forth in the Findings of Fact, the NCAA had an obligation under the Old Manual to equitably and fairly apply the eligibility and waiver provisions in the Old Manual. It failed to do so by granting waivers or changing the rules with respect to: (1) Classes of 2017, 2018, 2019, and 2020 due to COVID; (2) former professional athletes; (3) persons seeking redshirts; (4) former junior college athletes; (5) persons seeking hardship waivers; and (6) the classes of 2023, 2024, and 2025, all of whom Plaintiffs competed against. The NCAA's treatment of Plaintiffs in comparison to players they competed against was arbitrary, capricious, and unreasonable. Plaintiffs have made a prima facie case of breach of the Old Manual.

IV. The Threatened Injury to Plaintiffs Outweighs Any Potential Harm to the NCAA

26. Harm to the NCAA by virtue of this injunction is minimal or nonexistent. The NCAA regularly grants waivers allowing athletes five years to play – sometimes for hundreds or thousands of athletes at a time. This injunction covers less than 100 athletes across a multitude of sports. It does not require a school to roster a player and it will not prevent any NCAA competition from taking place. The NCAA retains its right to appeal any limitation of its powers following trial on the merits on all of Plaintiffs' claims.

V. The Public Interest Would Not Be Disserved By An Injunction

27. As set forth in the Findings of Fact, the NCAA's flawed decision-making process created the present timeline. The public has an interest in seeing all players treated fairly. That means allowing all players within five years of enrolling in college and their 19th birthday to play—

particularly when the NCAA is lobbying Congress for a rule that would grant the Class of 2022 immediate eligibility.

28. Any Conclusion of Law more properly construed as a Finding of Fact shall be deemed a Finding of Fact.

29. The Court finds the law and facts are clearly with the Plaintiffs in this case and issues a preliminary injunction as follows:

1. Defendant National Collegiate Athletic Association (“NCAA”), and its officers, agents, employees, representatives, successors, assigns, members, and all persons acting in concert or participation with them, including conferences, are hereby temporarily restrained and enjoined from enforcing previous NCAA Bylaw 12.6, or any other NCAA bylaw or rule, to preclude Plaintiffs from competing in NCAA Division I athletics during the 2026–2027 season on the basis that Plaintiffs have already competed in four seasons of competition;
2. Defendants, and their officers, agents, employees, representatives, successors, assigns, members, and all persons acting in concert or participation with them, including conferences are hereby temporarily restrained and enjoined from prohibiting any Plaintiff from participating at any NCAA Division I institution during the 2026–2027 season on the basis that the Plaintiff did not enter the NCAA transfer portal;
3. Defendants, and their officers, agents, employees, representatives, successors, assigns, members, and all persons acting in concert or participation with them, including conferences are hereby temporarily restrained and enjoined from prohibiting any Plaintiff from participating at any NCAA Division I institution during the 2026–2027 season on the basis that they played at a junior college prior to starting their NCAA careers and counting their first season of junior college competition against their years of NCAA eligibility and start of their eligibility clock;
4. Defendants, and their officers, agents, employees, representatives, successors, assigns, members, and all persons acting in concert or participation with them, including conferences are hereby temporarily restrained and enjoined from prohibiting Plaintiffs from competing in NCAA Division I athletics during the 2026–2027 season based on any actions Plaintiffs took after the conclusion of their 2025-26 season, such as signing a professional contract, agent contract, or playing in a professional sporting event, so long as they terminate any such contract and repay any money they have received prior to playing in a collegiate game;
5. Defendants, and their officers, agents, employees, representatives, successors, assigns, members, and all persons acting in concert or participation with them, including conferences, are further temporarily restrained and enjoined from enforcing NCAA Bylaw 12.9.4.2 (the Rule of Restitution), the ghost transfer rule, and/or any conference rule or proposed penalty against:

- a. Plaintiffs;
 - b. Any NCAA member institution or coach for which Plaintiffs choose to compete during the 2026–2027 season; and
 - c. Any NCAA member institution or coach that competes against Plaintiffs.
6. The NCAA is ordered to open the transfer portal for all Plaintiffs for one week from entry of this Order and, upon request of any Plaintiff, his/her NCAA member institutions shall immediately place such Plaintiff in the national transfer database without any other requirements or delay;
 7. This Preliminary Injunction shall remain in effect until trial of this case; and
 8. The Court orders that Plaintiffs shall post a nominal bond in the amount of \$100, pursuant to applicable law.

SO ORDERED: _____

Hon. Kara E. Krothe, Judge
Monroe Circuit Court VI

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