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CASE NO. 26-CI-007009

JEFFERSON CIRCUIT COURT
DIVISION ELEVEN
JUDGE BRIAN C. EDWARDS

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LEVAVIUM WELLS II, et.al.

PLAINTIFFS

v.

**OPINION AND ORDER GRANTING IN PART
PLAINTIFFS' MOTION FOR
TEMPORARY INJUNCTION**NATIONAL COLLEGIATE ATHLETIC
ASSOCIATION

DEFENDANT

This matter comes before the Court on Plaintiffs' Motion for entry of a Temporary Injunction Allowing Plaintiffs to Play Collegiate Sports. Plaintiffs are student athletes at NCAA Schools seeking the opportunity to compete in a 5th year of NCAA competition. The Defendant is the National Collegiate Athletic Association (NCAA). On October 14, 2026, the Court held an evidentiary hearing on the matter in which Plaintiff presented evidence in the form of witness testimony, both parties introduced documentary exhibits, and the parties argued their respective positions. In addition, by agreement of all parties, a number of the Plaintiffs have submitted affidavits and declarations of their respective positions to be considered by the Court. After considering all of the aforementioned evidence, hearing oral arguments and carefully reviewing the pleadings and relevant case law, the Court will grant the Motion for entry of a Temporary Injunction.

SUMMARY OF FACTS AND PROCEDURAL HISTORY

Plaintiffs initiated this action with the filing of a petition based upon two causes of action: Breach of Contract and Violation of the Kentucky Consumer Protection Act. In addition, Plaintiff's contemporaneously sought emergency relief in the form of a "Temporary Restraining Order" and a "Preliminary Injunction". After a non-evidentiary hearing, this Court on August 21,

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2026, Granted Plaintiff's request for emergency relief by issuing its "*Opinion and Order Granting Plaintiffs' Motion for Temporary Restraining Order*".

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Defendant appealed the Trial Court's Order and, in an opinion, issued by the Kentucky Court of Appeals on October 2, 2026, Defendant's request for relief from this Trial Court's August 21, 2026 Order was granted and the Order was dissolved. The primary grounds articulated in the Court of Appeals' Order dissolving this Court's Order was that this Court erred in articulating it's Order as a Restraining Order when in fact, it was an Injunction and that the Trial Court erred by rendering its decision solely upon oral arguments from counsel as opposed to hearing any witness testimony or procuring other forms of evidence to support its findings of fact. *Beshear v. Goodwood Brewing Co., LLC*, 635 S.W. 3d 788. The Court went on to discuss the required prerequisites for the issuance of an Injunction including the necessity for an evidentiary hearing to support a sound factual predicate to underly the Court's decision. *Id.* The Court of Appeals decision also discussed the question of retroactive application of legislation within the context of a request for relief in the form of a status quo maintaining Restraining Order. Finally, notwithstanding the Defendant's contention that this matter has been definitely resolved and ruled upon by the Court of Appeals, the Court notes that the aforementioned Court of Appeals decision concluded with the following statement:

"To be clear, nothing state herein precludes the respondents from, upon proper motion, prospectively seeking CR 65.04 relief (i.e., a temporary injunction) from the circuit court."

Accordingly, Plaintiff's are now seeking CR 65.04 relief from this Court and in accordance with the Court of Appeals' directive, this Trial Court convened the aforereferenced evidentiary hearing to allow all parties the opportunity to present evidence in support of their respective positions.

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At the evidentiary hearing, the Court heard testimony from several of the named Plaintiff's in this action, all of whom were members of the 2022 high school graduation class and all of whom are currently seeking the opportunity to play a fifth year of their respective sports. The Court heard testimony from a teammate of one of the named Plaintiffs who is currently an incoming freshman at the University of Louisville. The Court heard from two men's basketball coaches as well as an agent for two of the named plaintiffs in this action. In addition, by agreement, the Court accepted supporting affidavits from several of the named Plaintiffs as well as teammates of these individuals.

Counsel for the Defendant was given the opportunity to cross-examine each of the Plaintiff's witnesses and did so. Defendant was also given the opportunity to present their own witnesses (the Defendants declined this invitation). Now having heard and reviewed all of the evidence in this matter, the Court makes the following factual findings and conclusions of law.

FACTUAL FINDINGS

The NCAA oversees competition across more than 1,100 member institutions, roughly 350 of which compete at the Division I level. Each conference is bound by the overarching rules imposed by the NCAA's Division I Board of Directors.

For nearly 5 decades, NCAA Bylaw 12.6, has stated that a student athlete shall complete his/her permitted 4 years of competition within five years from the time the student athlete first registers in a collegiate institution. However, following a unanimous vote by the NCAA Division 1 Cabinet on June 23, 2026, an age based eligibility model was adopted, giving athletes the opportunity to compete for a 5 year period of time which would begin upon fulltime college enrollment or the academic year following the student-athlete's 19th birthday (whichever occurs first). This revised version of Bylaw 12.6 was formally adopted on August 1, 2026.

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It is the position of the Plaintiffs that because the actual revised text of Bylaw 12.6 makes no mention that this new provision would not be available to athletes who graduated in the high school class of 2022 such as the Plaintiffs in this action, any interpretation of the Bylaw in such a fashion is impermissible.

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Defendant argues that the revised version of Bylaw 12.6 incorporates language in a proposal (“Proposal 2026-44) that was approved by the NCAA officials and which explicitly stated that the revised Bylaw would only apply to student athletes with both seasons of competition and years of eligibility remaining under the prior rules. The NCAA further argues that since under the prior rules, members of the high school graduating class of 2022 would have no seasons of competition and years of eligibility remaining unless previously granted a waiver or some other exception, Revised Bylaw 12.6 as published does not apply to them.

Prior to June 23, 2026, all athletes were only permitted four seasons of competition within five years unless a “Redshirt” waiver or some other exemption was granted by the Defendant. Until June 23, 2026, the “Redshirt” Rule permitted an athlete to practice with a team, but sit out games, preserving the season for later use. For sports other than football and men’s wrestling, an athlete cannot play a single minute of a game without consuming a season of competition, unless he or she sustains a season-ending injury after playing in fewer than 30 percent of the team’s games.

During the period of time associated with the world’s COVID pandemic which included the period of time that many of the Plaintiffs in this action were beginning their collegiate careers, the NCAA provided an exception to the “four year” competition rule and allowed all athletes enrolled in NCAA institutions a fifth season of competition. In addition, athletes who finished high school in 2021 and began their collegiate careers in junior college were given an exemption

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in the form of the opportunity to compete for four years *on top of* the time they competed at the junior college level.

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Accordingly, student-athletes graduating from high school *prior to* 2022 as well as student-athletes graduating from high school *after* 2022 have been virtually universally given the opportunity to compete at the collegiate level for more than 5 years or more whereas per the current position of the Defendant, the Plaintiffs in this action are being expressly barred from such an opportunity.

In summation, Plaintiffs assert that following a plain and literal reading of the Defendant's Revised Bylaw 12.6, any interpretation that would allow the Defendant to exclude the Plaintiffs from the benefit of this rule would be both legally incorrect as well as inequitable.

In support of their contention, Plaintiff points to the plain text of Bylaw 12.6 as published on or around August 14, 2026 which reads:

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:

- (a) The regular academic term of an academic year in which the individual enrolls in a collegiate institution 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**

Plaintiff presented testimony from two basketball coaches who testified that in conjunction with discussions with their compliance offices, they relied upon the published plain text of Bylaw 12.6 to construct their rosters. Testimony was also presented from student athletes who testified that they believed that based upon the published plain text of Bylaw 12.6 that they would receive a 5th year of competition eligibility. In addition, the witnesses also testified about their personal experiences of competing alongside and against players older than them who were given 5, 6 and even 7 years of eligibility. The witnesses testified about lost economic opportunities as well as

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non-economic opportunities such as being a part of a team and the camaraderie and non-tangible benefits they would be deprived of if not given the same opportunities as those athletes who came before and who will come after them. Testimony and affidavits were also introduced from teammates of a number of the plaintiffs and these individuals discussed that they had no problem with the Plaintiff's receiving a 5th year to compete and were not concerned about losing playing time or roster spots. No evidence was introduced in support of the NCAA's contention that allowing the Plaintiff's a fifth year of eligibility would harm other student athletes.

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Finally, for those Plaintiffs' participating in fall sports, evidence was presented that if this Court did not provide the currently requested relief, their seasons would be over before this case was finally adjudicated on the merits and that they would be irreparably harmed by that time.

CONCLUSIONS OF LAW

STANDARD

The required analysis for the issuance of a Injunctive relief per *CR 65.04(1)* states, "A temporary injunction may be granted during the pendency of an action on motion if it is clearly shown by verified complaint, affidavit, or other evidence that the movant's rights are being or will be violated by an adverse party and the movant will suffer immediate and irreparable injury, loss, or damage pending a final judgment in the action, or the acts of the adverse party will tend to render such judgment ineffectual." As discussed above, the Court of Appeals correctly dissolved this Court's prior Order because it was issued absent consideration of a "verified complaint, affidavits, or other evidence". The Court has now had an opportunity to hear evidence in the form of sworn witness testimony and affidavits on behalf of the Plaintiffs. (Defendant has presented no affirmative evidence for consideration).

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The Court must evaluate a request for injunctive relief under a three-part test. *Maupin v. Stansbury*, 575 S.W.2d 695, 699 (Ky. Ct. App. 1978). First, “the trial court should determine whether plaintiff has complied with CR 65.04 by showing irreparable injury. This is a mandatory prerequisite to the issuance of any injunction.” *Id.* If that factor is satisfied, “the trial court should weigh the various equities involved...[such as] possible detriment to the public interest, harm to the defendant, and whether the injunction will merely preserve the status quo.” *Id.* Third, “the complaint should be evaluated to see whether a substantial question has been presented.” *Id.* In sum, if the Plaintiffs requesting relief have “shown a probability of irreparable injury, presented a substantial question as to the merits, and the equities are in favor of issuance, the temporary injunction should be rewarded.” *Id.* As such, “injunctive relief [rests in] the **sound discretion of the trial court.**” *Id.* at 697-98.

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OPINION

Jurisdiction

To enter a judgment, the Court must have jurisdiction over the person of the defendant. *Kulko v. Super. Ct.*, 436 U.S. 84, 91 (1978). The Due Process Clause “limits the power of a state court to render a valid personal judgment against a nonresident defendant.” *World-Wide Volkswagen Corp. v. Woodson*, 444 U.S. 286, 291 (1980). Under this Clause, the existence of personal jurisdiction over a nonresident defendant “depends upon the presence of reasonable notice to the defendant that an action has been brought...and a sufficient connection between the defendant and the forum State to make it fair to require defense of the action in the forum.” *Kulko*, 436 U.S. at 91.

In order to subject a defendant to a judgment in these situations, there must be certain minimum contacts with the forum State, “such that the maintenance of the suit does not offend

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traditional notions of fair play and substantial justice.” *International Shoe v. Washington*, 326

U.S. 310, 316 (1945). It is “essential in each case that there be some act by which the defendant

purposefully avails itself of the privilege of conducting activities within the forum State, thus

invoking the benefits and protections of its laws.” *Hanson v. Denckla*, 357 U.S. 235 (1958).

Determining whether this Court may exercise personal jurisdiction over the Defendant here requires a two-part analysis which requires the Court to analyze whether first, “the defendant has purposefully directed his activities at residents of the forum...and [second] the litigation results from alleged injuries that arise out of or relate to those activities.” *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 472 (1985). Further, “the defendant’s conduct and connection with the forum State [must be] such that he should reasonably anticipate being haled into court there.” *Id.* at 474. Ultimately, “there must be an affiliation between the forum and the underlying controversy, principally, [an] activity or occurrence that takes place in the forum State and is therefore subject to the State’s regulation.” *Ford Motor Co. v. Montana Eighth Judicial Dist. Ct.*, 592 U.S. 351 (2021).

Here, the Court finds that it has personal jurisdiction over the Defendant. Following the logic of the *Godfrey v. NCAA* Order [Plaintiff’s Exhibit 7], Defendant (a) currently transacts substantial business within Kentucky; (b) conducts athletic competitions, ticket and merchandise sales, television agreements, and other revenue generating activities in Kentucky along with its member institutions; (c) has substantial and continuous contacts with Kentucky; and (d) is {allegedly} engaged in an illegal anticompetitive scheme that is directed at and has the intended effect of causing injury to persons residing in, located in, or doing business throughout Kentucky.

A review of the witnesses testimony, the submitted affidavits, and the record in this matter demonstrates that the players involved in this suit have either played directly for a

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Kentucky University or played against Kentucky players in the Commonwealth of Kentucky.

Wisne v. NCAA addresses this issue wherein in that case one plaintiff (Wisne) resided in the

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forum State, but other players did not. The *Wisne* Court found that plaintiff Wisne was

personally affected by the NCAA's rule, that the NCAA transacted business in the State of

Colorado, organized events in that State, and that its allegedly anticompetitive scheme was

directed at Colorado since the NCAA knew that its scheme would affect colleges and collegiate

athletes in Colorado, giving rise to personal jurisdiction over the NCAA. As to the plaintiffs in

Wisne who were not domiciled there, etc., the Court stated that based on the *Lee v. Branch*

Banking & Tr. Co., 2018 WL 5633995, at *4 (S.D. Fla. Oct. 21, 2018) case out of Florida, that

there could be personal jurisdiction involving other plaintiffs. As did the Court in *Wisne*, this

Court finds the logic of the *Lee* Court to be persuasive and applicable to the facts in this matter.

Accordingly, the Court finds that the Plaintiffs have satisfactorily established that this Court may exercise personal jurisdiction over the NCAA.

Irreparable Harm

It is well-settled that "college students suffer irreparable harm when they are denied the opportunity to play sports." *State of Ohio v. NCAA*, 706 F.Supp. 3d 583, 597 (N.D. W. Va. 2023).

Further, "Given the fleeting nature of college athletics, plaintiffs will suffer irreparable harm by losing the opportunity to participate in their sport of choice on a continuous and uninterrupted basis." *Biediger v. Quinnipiac Univ.*, 616 F.Supp.2d 277, 291 (D. Conn. 2009).

The harm to these Plaintiffs can be summarized in three parts: 1) loss of a once-in-a-lifetime season and developmental opportunity; 2) immediate and unrecoverable NIL and revenue-sharing harm; and 3) impaired professional trajectory and reputational harm.

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As to the loss of a once-in-a-lifetime season and developmental opportunity, eligibility to play in the NCAA is uniquely time-bound, where once games are played, the season is gone forever. Missing off-season practices, depth-chart placements, and early-season repetitions directly undermines an athlete's progression and role development. Missing a season "significantly impacts the student-athletes' opportunities to develop as players, develop in-game experience with their teammates, and showcase their abilities to potential employers." *State of Ohio*, 706 F.Supp. 3d at 599. No monetary award can adequately compensate Plaintiffs for this loss. With practice having already begun, each day of delay compounds the harm irreversibly.

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Regarding the immediate and unrecoverable NIL and revenue-sharing harm, NIL earnings cannot be recovered after the fact as they are based on in-season exposure and real-time marketability. When athletes are not eligible to play, there are no endorsement opportunities and NIL deals. With revenue sharing, the right to receive direct institutional payments is tied to a student-athlete's period of eligibility to compete in athletics. Thus, the Plaintiffs' lack of eligibility to play is causing them irreversible harm in both the NIL and revenue-sharing categories.

Finally, as to the impaired professional trajectory and reputational harm factor, missing a season has the effect of eliminating opportunities to produce game film, participate in all-star events, and receive live evaluation from professional scouts. The loss of a collegiate season can diminish the lifelong opportunity of playing professionally, and denying athletes from playing takes away opportunities for them to attract professional recruiters. Denial of eligibility for the Class of 2022 can lead to lifelong loss of professional career opportunities, and this harm is "incalculable". *Elad v. NCAA*, 2025 WL 1202014, at *9 (D.N.J. Apr. 4, 2025).

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The court heard testimony and has accepted affidavits from the Plaintiffs in this action that clearly articulated the exact types of irreparable harm that they will face if not granted the requested injunctive relief. Accordingly, the Court finds that the Plaintiffs have established that absent the granting of their requested relief, they are likely to suffer irreparable harm.

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Balance of Equities

Per the testimony presented at the hearing in this matter, the student athlete Plaintiffs are facing the loss of a finite collegiate season that they will never be able to get back once it has passed. The NCAA presented no evidence to support a contention that they would face comparable harm by allowing these athletes to compete. Through testimony of both players, coaches, and an agent, Plaintiffs have adequately demonstrated that there will be no comparable harm caused to other players if the Plaintiffs are allowed to compete. Plaintiff's presented testimony from an incoming freshman, Isaac Ellis, who testified that he was a point guard, and that one of the Plaintiffs, Seth Trimble, was also a point guard that could potentially cause him to lose playing time this season if he was allowed to play. However, Ellis testified that he was fine with Trimble being allowed to come back to compete, as the benefits of Trimble's presence and mentorship would outweigh any potential harm.

Additionally, testimony was presented from Daniel Hennes who is the representative for Plaintiff Seth Trimble. Mr. Hennes stated that his experience has shown that even if there is loss of immediate playing time for an incoming player, studies have shown that in the future, incoming players like Ellis will actually gain *more* playing time, along with getting to compete for a fifth year. Two coaches, Pat Kelsey of the University of Louisville and Dennis Gates of the University of Missouri testified that allowing the Plaintiffs to compete for a fifth year would not

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take roster spots or deprive other players. The injunction will allow coaches to make their own roster decisions.

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Ultimately, the NCAA faces no comparable harm to that the Plaintiffs are facing. The NCAA has allowed other athletes to compete through the COVID waiver, redshirts, hardship waivers, junior-college treatment, and professional-player treatment. The injunction would merely prevent the NCAA from selectively excluding the Class of 2022 from opportunities that other athletes have already been receiving.

As to the matter of public interest, the NCAA governs college athletics for over 500,000 student-athletes across 1,100 member institutions. Courts and the public have a substantial interest in ensuring that this organization clearly articulates its rules, applies its rules consistently and exercises its discretionary authority in good faith. The public interest is also served by ensuring that the commercial transformation of college athletics-which has produced billions of dollars in revenue-does not proceed at the expense of an arbitrarily selected group of student athletes who have in the past and will potentially continue to contribute towards the generation of that value.

Substantial Question

It is not necessary or proper at this stage in this proceeding for this Court to make a final determination on the merits of the respective claims and defenses. However, in order to determine that injunctive relief is appropriate, the Court must examine the merits to determine whether there is a substantial possibility that the Plaintiffs will proceed. Accordingly, as correctly noted in the Court of Appeals Order in this case, it is prudent for the Court to examine actual evidence as opposed to only considering arguments from counsel. As stated above, the Plaintiff's presented numerous witnesses and have presented a number of affidavits from other

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witnesses in support of their claims. The Defendant has presented a number of documentary exhibits but have not introduced any testimonial evidence for the court's consideration.

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In order to “satisfy the substantial question prong of the emergency relief analysis, the trial court must determine there is a substantial possibility that the plaintiff will ultimately prevail on the merits.” *Beshear v. Acree*, 615 S.W.3d 780, 830 (Ky. 2020). Here, the Court finds that Plaintiffs have proven by clear and convincing evidence a substantial likelihood of success on the merits as to their breach of contract claims.

In Kentucky, “in every contract, there is an implied covenant of good faith and fair dealing.” *Ranier v. Mount Sterling Nat. Bank*, 812 S.W.2d 154, 156 (Ky. 1991). The Court finds that these Plaintiffs are intended third-party beneficiaries of the membership agreement between the NCAA and its member institutions, which incorporates the NCAA Bylaws as set forth in the NCAA Division I Manual. Intended third-party beneficiaries have “standing to sue on a contract.” *Presnell Const. Managers, Inc. v. EH Const., LLC*, 134 S.W.3d 575, 579 (Ky. 2004).

It is the position of the Plaintiffs that because the actual revised text of Bylaw 12.6 makes no mention that this new provision would not be available to athletes who graduated in the high school class of 2022 such as the Plaintiffs in this action, any interpretation of the Bylaw in such a fashion is impermissible and constitutes a breach of the Defendant's contractual obligations owed to Plaintiffs. Careful review of the Revised Bylaw 12.6 published language which governs each athlete's period of eligibility reflects that it does not exclude athletes who enrolled before a particular date or who competed in four seasons under the former rule. It states the following:

“An individual's period of eligibility for practice and competition shall be limited to five years. An individual's period of eligibility begins with the earlier of the following: (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

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term while enrolled full time; or (b) The beginning of the regular academic year immediately after the individual's 19th birthday."

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The Court respects the Kentucky Court of Appeals' opinion and its determination that the terms of the manual cannot be applied retroactively for the purposes of a request for a restraining order, but it does not believe that the Plaintiff's are seeking a retroactive application in their current request for injunctive relief. As stated above, a literal reading of Bylaw 12.6 reflects an intention to make its provisions effective as of August 1, 2026 to *all* enrolled athletes – including those who enrolled under prior editions. The Court finds that Plaintiffs were entitled to rely on the plain text of the Manual.

In *Godfrey*, the NCAA has told courts that it “speaks with one voice regarding the provisions of its eligibility rules, and it does so **through the Manual.**” (emphasis added) *Godfrey v. NCAA*, No. 26-CV-05617 (Cobb Cty. Super. Ct. July 29, 2026). As stated in the *Aberdeen* Order, “There is no bylaw in the 2026-27 Manual carving out the class of 2022. There is no bylaw that makes 12.6 applicable to one class but not the other...As implemented, Bylaw 12.6 does not contain any of these limitations, and does not reference any of these [potential] exclusions by footnote, endnote, or other indication that the NCAA intended for these requirements to be integrated into the final bylaw.” *Aberdeen v. NCAA*, Case No. 01-2026-CA-002874 (Fla. 8th Cir. Ct. Oct. 5, 2026).

Further, even if the NCAA's argument that the exclusionary language contained in the proposal predating the formal adoption of Bylaw 12.6 must be considered apart of the Bylaw's legislative intent, the Court disagrees that the NCAA has an unfettered, unencumbered, right to legislate and interpret its Bylaws in any matter it so chooses. Other Courts have addressed this issue, with *Lorient* holding that while it is aware that the NCAA claims it has “universal authority to interpret the Bylaws”, this claim “over a clear and unambiguous provision violates

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the spirit, if not the letter of *Loper Bright Enterprises v. Raimondo*, 603 U.S. 369 (2024).”

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Lorient v. NCAA, No. 26-CV-00094-JPB (N.D. W. Va. Sept. 30, 2026).

Per the *Aberdeen* Order, “Since the NCAA has expressly excluded certain classes from application of its bylaws, but has not done so in Bylaw 12.6, the only reasonable construction is that Bylaw 12.6 intentionally did not exclude the class of 2022 from its expansion of the eligibility period. Therefore, on the face of the contract as written, [Plaintiffs have] demonstrated a clear right to relief and a likelihood of success on the merits.” This Court agrees and finds that the NCAA is bound by the unambiguous terms contained in its Manual.

Further, the Court finds that the NCAA violated the covenant of good faith and fair dealing. The NCAA has breached its obligations to the Plaintiffs by allowing other athletes against whom Plaintiffs competed a fifth year of competition while denying the Plaintiffs the same opportunity. The NCAA exercised its discretionary waiver authority in favor of other similarly situated athletes, while refusing in bad faith to exercise that same authority for the Class of 2022. The Court heard testimony regarding the NCAA giving players with multiple years of professional playing experience waivers while at the same time, seeking to exclude an entire class of student athletes, most of whom have no professional playing experience. As discussed above, testimony and evidence has been presented demonstrating that the NCAA has inconsistently applied its own proportionality framework by treating former professional players and junior-college athletes differently from Plaintiffs. Waivers have been given and denied for 5th, 6th, and even 7th seasons of eligibility with no consistent explanation as to why. The Court can reach no other conclusion other than that this is arbitrary. Here, the Court finds that the Defendant’s current position is so arbitrary that it breaches the contract and promises that the Defendant entered into with the Plaintiffs.

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The Court recognizes that the NCAA has articulated a different interpretation of its Bylaws. The Court further recognizes that the NCAA has a right to legislate and interpret its Bylaws. However, the “NCAA is not above the law” and its interpretations must be bound by sound legal principals and precedent. *National Collegiate Athletic Association v. Alston*, 594 U.S. 69, 112 (2021). Thus, the Court finds that, by clear and convincing evidence, that Plaintiffs have a substantial likelihood of success on the breach of contract/good faith and fair dealing claim.

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Violation of the Kentucky Consumer Protection Act

KRS 367.170(1) states that: “Unfair, false, misleading, or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful.” Further, per KRS 367.170(2), unfair “shall be construed to mean unconscionable.” Under KRS 367.220(1), “Any person who purchases or leases goods or services primarily for personal, family or household purposes and thereby suffers any ascertainable loss of money or property, real or personal, as a result of the use or employment by another person of a method, act or practice declared unlawful by KRS 367.170, may bring an action...to recover actual damages.”

Here, the Court does not find that the Plaintiffs are within the class of persons that the Kentucky Consumer Protection Act protects because whereas they may be construed as being consumers of educational services from the NCAA and its member institutions, the court does not believe they can be deemed persons who purchase or lease goods from the NCAA as is required.

ACCORDINGLY, IT IS HEREBY ORDERED THAT Plaintiff’s Motion for a Temporary Injunction is GRANTED IN PART AND DENIED IN PART.

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ORDER

IT IS HEREBY ORDERED THAT Plaintiffs' Application for a Temporary Injunction is GRANTED AS FOLLOWS

- Defendant NCAA, and its officers, agents, employees, representatives, successors, assigns, and all persons acting in concert or participation with it, are hereby temporarily enjoined from enforcing NCAA Bylaw 12.6, or any other NCAA bylaw, 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.
- Defendant NCAA, and its officers, agents, employees, representatives, successors, assigns, and all persons acting in concert or participation with it, are hereby temporarily 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.
- Defendant NCAA, and its officers, agents, employees, representatives, successors, assigns, and all persons acting in concert or participation with it, are hereby temporarily enjoined from prohibiting Plaintiffs from competing in NCAA Division I athletics during the 2026–2027 season on the basis that Plaintiffs executed a professional contract or agent contract, or participated in any professional games or practices, so long as Plaintiffs terminate all such contracts and return any money received (other than reasonable and necessary expenses) within seven days of entry of this Order.

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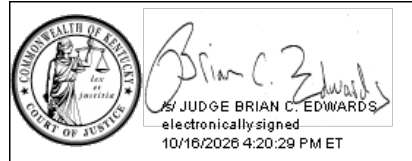
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- Defendant NCAA is further temporarily enjoined from enforcing NCAA Bylaw 12.9.4.2 (the Rule of Restitution) and the ghost transfer rule against:

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- 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.
- The Court finds that Plaintiffs' previously posted bond of \$1000 remains sufficient as relief imposes no cognizable financial burden on the NCAA.



BRIAN C. EDWARDS, JUDGE
JEFFERSON CIRCUIT COURT

cc:

Attorneys of Record