

UNITED STATES DISTRICT COURT
DISTRICT OF COLORADO

AIDAN KEANAAINA,

Plaintiff,

vs.

NATIONAL COLLEGIATE ATHLETIC
ASSOCIATION,

Defendant.

Case No. 1:26-cv-1283

**COMPLAINT FOR INJUNCTIVE
RELIEF**

Plaintiff AIDAN KEANAAINA (“Plaintiff” or “Aidan”) submits this Complaint against Defendant NATIONAL COLLEGIATE ATHLETIC ASSOCIATION (“Defendant”) and alleges on information and belief as follows:

NATURE OF THE DISPUTE

1. Plaintiff AIDAN KEANAAINA, (“Plaintiff” or “Aidan”) brings this action for immediate and permanent injunctive relief, compensatory and punitive damages, and attorneys’ fees and costs to enjoin and redress the National Collegiate Athletic Association’s (“NCAA” or “Defendant”) application of its unlawful eligibility rules against Aidan, an NCAA Division I student athlete, that are clearly commercial in nature and which are currently preventing him from competing for a Division I institution for the 2026 season in violation of federal antitrust laws.

2. More specifically, this action seeks to challenge the NCAA’s improper denial of Plaintiff’s medical waiver from the horrific knee injury that prevented him from playing during the 2022 football season (“2022 medical waiver”) and Bylaw 12.8, the “Five Year Rule” (“The Five Year Rule”).)

3. The Five Year Rule unlawfully hinders student-athletes from earning compensation through the use of their Name, Image, and Likeness arising from opportunities directly tied to their participation as NCAA Division I football players, shifting the Five Year Rule from a pure eligibility rule to one that is commercial in nature. This action also seeks declaratory and injunctive relief against the NCAA for its ongoing violation of Section 1 of the Sherman Act, Sect15 U.S.C. § 1, and its improper discrimination against Plaintiff.

4. This Action further seeks declaratory and injunctive relief against the NCAA for improper denial (Bylaw 12.6.1.7.1.1, “Circumstances Beyond Control”) of a medical waiver for Aidan for injuries he suffered during university sponsored workouts which prevented him from playing during the 2022 football season, and for the NCAA’s violation of Section 1 of the Sherman Act, 15 U.S.C. § 1, for its discrimination against Plaintiff.

JURISDICTION AND VENUE

5. This Court has jurisdiction over this action under Section 1 of the Sherman Act, 15 U.S.C. § 1, Sections 4 and 26 of the Clayton Act, 15 U.S.C. § 26, and under 28 U.S.C. §§ 1331 and 1337.

6. This Court may exercise personal jurisdiction over Defendant NCAA because Defendant currently transacts business throughout the state of Colorado. Defendant and its member institutions conduct athletic competitions, ticket and merchandise sales, television agreements, and other revenue-generating activities as a member of the Atlantic Coast Conference

7. Venue is proper in this district under Section 12 of the Clayton Act, 15 U.S.C. 22, and under 28 U.S.C. § 1391(b)(2).

THE PARTIES

8. Aidan is a college football player at Cal. He has played football since growing up in Brighton, Colorado up to and including his stellar career at J. K. Mullen High School in Denver. Aidan fulfilled his dream of playing college football at the D1 level, starting at Notre Dame, before transferring to Cal, two of the nation's leading D1 NCAA football programs. Aidan asserts that he has only used three of his four years of eligibility.

9. The NCAA is an unincorporated association headquartered in Indianapolis, Indiana, and is thus a citizen of Indiana. It governs college athletics nationwide and includes over 1,100 member institutions, with more than 350 colleges in Division I. Through its Constitution and Bylaws, including specific Division I Bylaws 12.8, 12.02.6, and 14.3.3, the NCAA and its members have adopted rules regulating all aspects of college sports. These rules are enacted and amended by votes of the member institutions and their governing councils and thus constitute horizontal agreements among competing schools. *See Alston*, 594 U.S. at 79. *Pavia*, 2024 WL 5159888, at *2.

INTRODUCTION

NCAA Membership and Composition

10. Membership in the NCAA is effectively mandatory for any academic institution wishing to participate in elite collegiate athletics. Institutions that fail to comply with NCAA rules face severe penalties, including scholarship reductions, postseason bans, vacated wins, monetary fines, and the most severe penalty a school can receive, a program suspension, commonly known as the “death penalty.”

11. The NCAA and its member institutions control the market for elite collegiate athletics. Any athlete seeking to exchange athletic services for educational benefits and the unique advantages of top-tier college sports must, as a practical matter, attend an NCAA Division I institution.

12. More specifically, according to the NFL, “[t]he draft provides a chance for about 250 of the nation’s finest athletes to live out the dream they have been preparing for all their young lives: a chance to play in the NFL. Seven rounds of selections and additional compensatory picks awarded to select teams determine who has made the grade.” Notably, NFL draft data from 2023 showed that all draft picks in the 2023 draft were former NCAA athletes.¹

13. No viable substitutes exist for the bundle of benefits NCAA Division I schools provide: (i) scholarships covering full or partial education costs; (ii) high-quality academics; (iii) premier training and facilities; (iv) access to top-tier coaching; (v) national exposure through broadcast deals and championships; (vi) NIL monetization opportunities; (vii) competition at the highest collegiate level; and (viii) the only route to the NFL.

14. In *NCAA v. Alston*, a landmark 2021 decision, a unanimous U.S. Supreme Court paved the way for the NCAA to allow college athletes to receive compensation for the use of their Name, Image, and Likeness (“NIL Compensation”) due to the NCAA’s violation of antitrust laws. *National Collegiate Athletic Ass’n v. Alston*, 594 U.S. 69 (2021) (“*Alston*”).

15. The market realities of college sports have changed tremendously over the last forty (40) years. For instance, from 1982 to 1984, CBS Broadcasting Inc. paid \$16 million per year to televise the March Madness Division I men's basketball tournament. *Alston*, 594 U.S. at 93. In 2016, those annual television rights increased to \$1.1 billion. *Id.* As a result, the NCAA is no longer even arguably entitled to any “sort of judicially ordained immunity from the terms of the Sherman Act for its restraints of trade.” *Id.* at 94. Experts and several US District Courts have stated that the NCAA exercises “monopsony power in this market.” *Elad v. National Collegiate Athletic Ass’n*, 3:25-cv-01981-ZNQ-JTQ, U.S. Dist. Ct. of N.J., Opinion, (April 25, 2024)

¹ <https://www.ncaa.org/sports/2015/3/6/estimated-probability-of-competing-in-professional-athletics.aspx>

(referred to as “*Elad*”) (citing *Alston*), (*Martinson v. NCAA*, 804 F. Supp. 3d 1109 (D. Nev. 2025)).

A copy of the New Jersey Federal District Court’s *Elad* opinion is annexed as **Exhibit A**.

16. In response to the Supreme Court’s lecture that the NCAA received in *Alston* and the scathing criticisms it received in Judge Kavanaugh’s concurring opinion in that case, the NCAA lifted its prohibition on NCAA athletes receiving NIL Compensation on July 1, 2021. *Alston*. In the nearly 5 years since, the market for NIL Compensation opportunities available to NCAA Division I athletes has exploded, with the 2024 college football NIL market estimated at \$1.1 billion. *See* NIL-AT-3- The Annual Opendorse Report, annexed as **Exhibit B**. Significantly, those NIL Compensation opportunities are virtually only available to NCAA Division 1 athletes. Only \$6.5 million – less than six tenths of one percent (0.6%) of the \$1.1 billion in football NIL Compensation this year projects to go to non-NCAA Division 1 football players. *Id.*

17. The Supreme Court has characterized the NCAA as a “sprawling enterprise” that generates billions of dollars in revenue each year. *Alston*, 594 U.S. at 79, 93.

18. In other words, athletes playing football outside of the NCAA’s monopsony power have no meaningful opportunity to profit from their NIL.

19. The NCAA’s rule at issue here is the Five Year Rule Bylaws (See, **Exhibit C**, specifically, NCAA Bylaw 12.8) which imposes unlawful restrictions with substantial anti-competitive effects, particularly on players like Aidan who properly filed a medical waiver for the 2022 football season, but was unreasonably denied the waiver request and due to the NCAA’s monopsony power, Aidan has no other recourse than to seek judicial intervention.

20. The Five Year Rule states in pertinent part; Bylaw 12.8 - student-athlete shall not engage in more than four seasons of intercollegiate competition in any one sport (see Bylaws 12.02.6 and 14.3.3); Bylaw 12.8.1 - A student-athlete shall complete the student-athlete's seasons of participation within five calendar years from the beginning of the semester or quarter in which

the student-athlete first registered for a minimum full-time program of studies in a collegiate institution. *Id.*

21. There are, however, several exceptions to the Five Year Rule; The NCAA Division I and Division II Bylaws include various exceptions to, or opportunities for waivers of, the Challenged Rules. Relevant here, Division I Bylaw 12.8.1.7 provides for a waiver of the eligibility period of the Five-Year Rule under certain circumstances. Under Bylaw 12.8.1.5.1.1, a waiver of the five-year period of eligibility “may be granted, based upon objective evidence” of “circumstances considered to be beyond the control of the student-athlete or the institution,” including if “contemporaneous medical documentation” establishes that the “student athlete is unable to participate in intercollegiate competition as a result of incapacitating physical or mental circumstances.” “A waiver of the five-year period of eligibility” under this bylaw “is designed to provide a student-athlete with the opportunity to participate in four seasons of intercollegiate competition...” *Id.*

22. However, due to the unrestricted nature of the language in this bylaw, if the student athlete brings objective evidence, then eligibility “may be granted.” Student-athletes who bring objective evidence and are still unreasonably denied eligibility are clearly disadvantaged and their opportunity to seek redress to establish their eligibility is limited to the judicial system. In other words, what is considered and determined to be objective evidence and the NCAA’s decision on whether the evidence is sufficient to grant eligibility is in the complete control of the monopsony power of the NCAA.

23. Far from promoting competition or benefiting student-athletes, the Five Year Rule actively suppresses it, distorting the labor market for college football players, diminishing athlete welfare, and weakening the quality of play available to the public. The rules directly conflict with the NCAA’s stated mission of supporting athlete well-being and constitute precisely the kind of anti-competitive restraint the antitrust laws are designed to prohibit. For Aidan, the window to

compete at the NCAA Division I level and complete his NCAA eligibility is rapidly closing, and absent judicial intervention, these NCAA mandated limitations will cause irreparable harm to him and abruptly end his athletic career.

24. This matter also implicated NCAA Bylaw 12.8.3.1.6, which defines and sets the standard for “redshirting”, where a player is on the team, but plays so little, the year does not count toward the year of eligibility. In their own self-enacted bylaws, the NCAA Bylaw 12.8.3.1.6 states, “in football, a student athlete representing a Division I institution may compete in up to four contests without using a season of competition.”² In addition, the impact of that bylaw has been further extended by the NCAA not counting any playoff games played by the student-athlete against the four game limitation. *Id.*

25. Aidan seeks to challenge the legality of the Five Year Rule, utilizing Sherman Act antitrust scrutiny, as well as the unreasonable denial of the subject medical waiver for the 2022 season where Aidan followed the proper procedure, provided contemporaneous medical information showing his inability to participate. These decisions made by his former coach and NCAA that are out of his control, prevented him from claiming a medical redshirt year for the 2022 season.

26. Aidan has more than a reasonable probability of success on the merits of his factual allegations underlying this matter that are contained in this Complaint. These allegations would certainly be deemed unlawful following the Supreme Court’s decision in *Alston* in 2021, which opened the door for student-athletes to benefit from NIL deals. This decision has “drastically changed the landscape of collegiate athletics by allowing student-athletes to earn compensation for their name, image, and likeness (‘NIL’).” *Pavia v. National Collegiate Athletic Ass’n*, Civ. No. 24-01336, 2024 WL 5159888 *1 (M.D. Tenn. Dec. 18, 2024) (“*Pavia*”). As such, courts throughout

² See, Bylaw 12.8.3.1.6 -

<https://web3.ncaa.org/lstdbi/bylaw?ruleId=100889&refDate=20240809>

the nation have been trending towards granting more preliminary injunctions and finding that the Five Year Rule is commercial in nature. This is because an NIL agreement is a commercial transaction, and the Five Year Rule illustrates the NCAA's monopsony power to unreasonably decline a medical waiver, limiting who is eligible to play and, therefore, to negotiate an NIL agreement. *Id.* at *6; *see also Elad*, **Exhibit A**.

27. Unless enjoined, the effect of the NCAA's anti-competitive conduct will prevent Aidan from completing his final year of NCAA eligibility and result in Aidan being permanently deprived of a once-in-a-lifetime opportunity to rightfully secure NIL opportunities which could be worth in excess of \$1,000,000.00. In addition, he will be denied the opportunity to enhance his career and reputation by playing another year of Division I football. Additionally, this will harm Aidan's lifetime of hard work in the classroom and on the football field that he has pursued to even be considered for these opportunities. The NCAA's anti-competitive conduct, coupled with the unreasonable denial of Aidan's ability to receive a specific NCAA medical waiver for the 2022 football season, is resulting in irreversible damage. A copy of Aidan's affidavit is annexed as **Exhibit D**. The NCAA's conduct threatens him with immediate irreparable harm, with no solution. It is clear that absent the issuing of a TRO and/or preliminary injunction in this matter Aidan will experience irreparable harm.

28. The Five Year Rule and the monopsony power of the NCAA to unreasonably without medical waivers stifle the competition in the labor market for NCAA Division I football players, harming college athletes and degrading the quality of Division I football consumed by the public. These mandated limitations are contrary to the NCAA's stated mission of promoting the well-being of college athletes and are the very ills federal antitrust law seeks to remedy. Aidan and other football players who are harmed by these illegal restraints have a small window of time to compete in Division I football. Unfortunately, Aidan cannot relive his shortened college career. The harm inflicted by the Five Year Rule and the NCAA's decision to deny Aidan's 2022 medical

waiver has caused irreparable and ongoing financial damage. Temporary and preliminary injunctive relief is necessary and adequate.

29. As such, the facts set forth herein and Colorado law regarding temporary restraining orders (hereinafter referred to singularly as “TRO”) and/or preliminary injunctions, Aidan respectfully requests that this Honorable Court grant his request for the issuance of an injunction and to prevent the irreparable harm that will result to Aidan and to put a stop to the unjustified anti-competitive restriction on universities that seek to compete for college athletes, and to restore freedom of economic opportunity for himself and other college football players. *RoDa Drilling Co. v. Siegal*, 552 F.3d 1203 (10th Cir. 2009).

Attempt to Exhaust Administrative Proceedings

30. The NCAA permits only member institutions (i.e., four-year institutions), conferences, or committees/subcommittees, not individual athletes, to file and seek legislative relief waivers to address specific circumstances that may impact an athlete's eligibility. See NCAA Bylaw 5.4.1.3³

31. Under the circumstances, since the medical waiver had not been filed after the 2022 season, Aidan requested the Compliance Department of the University of California, Berkeley (hereinafter “Cal”), to assist him by formally filing a waiver request so that the NCAA could waive the Five-Year rule as it applies to him. In complete support of his position, Cal did submit a detailed waiver request on Aidan’s behalf requesting that a waiver be granted as a result of his 2022 injury and failure to play in more than four games that season. In fact, Aidan only played in a bare minimum of plays in one game even though he was never fully medically cleared to play and endure the intensity and physicality of active competition.

³ <https://www.ncaa.org/sports/2013/11/18/legislative-relief-waivers.aspx>

32. Cal informed Aidan that the NCAA denied his eligibility waiver request on January 14, 2026. On February 2, 2026, Associate Athletic Director for Cal, Ms. Kat Brown, sent another detailed letter appealing the NCAA's denial of Aidan's final year of eligibility. *See, Exhibit E.*

33. Unfortunately, Ms. Brown's Appeal of the NCAA decision on Aidan's behalf was denied on February 20, 2026, leaving Aidan with only one option if he wanted to secure his right to play in his final year of NCAA eligibility-He had to file a lawsuit against the NCAA to expose its various legal violations in order to seek the opportunity to play the additional year of NCAA eligibility in 2026 that he is clearly entitled to.

34. Aidan's inability to seek direct assistance from the NCAA on his own behalf, after the university's several attempts to assist, is yet another example of the NCAA improper procedural barriers that disproportionately grants power in the full and complete control of the monopsony NCAA. This power disproportionately burdens student-athletes seeking medical waivers, effectively impeding their ability to complete their athletic eligibility and the chance access life changing funds in the NIL market.

FACTUAL BACKGROUND

A. "The Financial Behemoth"

35. The NCAA "is a voluntary, self-governing organization of four-year colleges, universities, and conferences committed to the well-being and development of student-athletes, to sound academic standards and the academic success of student-athletes, and to diversity, equity, and inclusion." *See, Exhibit C.* The NCAA and its members collectively issue rules that govern many aspects of athletic competitions among NCAA member schools. *See Alston*, 594 U.S. at 79; *Pavia*, 2024 WL 5159888, at *2.

36. As the NCAA acknowledged in *Alston*, its member schools collectively enjoy a monopsony in the market for student-athlete services, such that its restraints can and does harm

competition. With such power, the NCAA has grown into what one court has described as a “financial behemoth,” with “revenues often exceeding \$1 billion annually.” *Id.*; *Johnson v. NCAA*, 108 F.4th 163, 170 (3d Cir. 2024).

37. The Supreme Court has characterized the NCAA as a “sprawling enterprise” that generates billions of dollars in revenue each year. *See Alston*, 594 U.S. at 79, 93 (observing that annual television rights for the March Madness basketball tournament will generate close to \$1.1 billion annually through 2032. Additionally, the contract with ESPN for television and media rights for the Football Bowl Subdivision College Football Playoff is worth approximately \$7.8 billion over six years starting in 2026, thus averaging 1.6 billion annually).

38. The NCAA is comprised of three Divisions: Division I, Division II, and Division III, each of which promulgates its own rules and operating guidelines. These rules include those that determine the eligibility of student-athletes to participate in intercollegiate athletics. Division I teams are the most popular and they attract the most money and the most talented athletes. *Id.* at 79.

39. Of the NCAA's approximately 1100 four-year colleges and universities, approximately 350 schools compete in Division I. Division I itself is divided, for football competition, into two subdivisions, one of which is the FBS. *Id.* at 80. Division I includes roughly 350 schools divided across 32 conferences. *Id.* at 79. Conferences may enact and enforce conference-specific rules, but these must be consistent with the NCAA's own rules. The NCAA rules governing participation in Division I are generally enacted by the Division I Board of Directors.

40. In addition to the television revenue, the 4 conferences with the largest revenues, known as the Power Four Conferences, each generate hundreds of millions of dollars in revenues per year, in addition to the money that the NCAA distributes to them.... [The] SEC announced the record breaking \$1.03 billion in total revenue distributions for the 2024-2025 fiscal year. This

represents an increase of over \$200 million dollars from the 2023-2024 distribution of \$808.4 million. The revenues of the Power Five [now Power 4] have increased over time and are projected to continue to increase.” *See* Compl., *Pavia v. National Collegiate Athletic Ass’n*, Civ. No. 24-01336, (M.D. Tenn. Nov. 8, 2024) (preliminary injunction granted)(collectively, “*Pavia* Compl.”). A copy of the Pavia Complaint is attached as **Exhibit F.**)

41. It is the NCAA’s mission to “provide student-athletes with the opportunity to participate in sports and compete as a vital, co-curricular part of their educational experience.... The 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*, **Exhibit C.** In other words, the NCAA concedes in their manual that the ability to participate in college sports is both “vital” and “integral” to the four-year college experience. *Id.*

B. The NCAA Monopsony Power is Created and Governed by Self-Created Bylaws That Discriminate Against Student Athletes.

42. Each NCAA Division maintains its bylaws, with amendments proposed by member institutions. *See* **Exhibit C.** Each NCAA member school is required to “hold itself accountable to support and comply with the rules and principles approved by the membership.” *Id.* at pg. 9.

43. Generally, the NCAA Bylaws require that a student-athlete meet certain eligibility standards. Of relevance to this action are the specific commercial-eligibility rules in NCAA Division I 2024-2025 Bylaws that ultimately impact and discriminate against student-athletes.

(i) The Five-Year Rule and Eligibility Clock: NCAA Bylaw 12.8

44. Pursuant to NCAA Bylaw 12.8, an athlete has five (5) years of eligibility to play four (4) seasons of “intercollegiate competition” in the student athlete’s chosen sport (the “Five-Year Rule”). The athlete’s five-year window is known as an “Eligibility Clock” and it starts to run from the date on which an athlete registers as a full-time student at any collegiate institution.⁴ See, **Exhibit C**, NCAA Bylaw 12.8.1. More specifically, the Bylaws provide, in pertinent part:

12.8.1 Five-Year Rule. A student-athlete shall complete the student-athlete’s seasons of participation within five calendar years from the beginning of the semester or quarter in which the student-athlete first registered for a minimum full-time program of studies in a collegiate institution, with time spent in the armed services, on official religious missions or with recognized foreign aid services of the U.S. government being excepted. . . .

12.8.1.1 Determining the Start of the Five-Year Period. For purposes of starting the count of time under the five-year rule, a student-athlete shall be considered registered at a collegiate institution . . . when the student-athlete initially registers in a regular term (semester or quarter) of an academic year for a minimum fulltime program of studies, as determined by the institution, and attends the student’s first day of classes for that term.

45. Though these bylaws have long been referred to and protected by the NCAA as “eligibility” rules, in the post-Alston, NIL world, these rules are no longer pure eligibility rules. They can no longer be protected as they are now clearly commercial in nature.

46. These, now commercial rules, were imposed and enacted by the NCAA, and the NCAA held monopsony power over the relevant market of NCAA D1 football.

(ii) Unreasonable Denial of Medical Waivers

47. Within the NCAA’s own self-imposed bylaws, there exists several exceptions to the Five Year Rule.

⁴ A “collegiate institution” is defined in Bylaws section 14.02.4 as an institution of higher education that, in relevant part, “[i]s accredited at the college level by an agency or association recognized by the secretary of the Department of Education and legally authorized to offer at least a one-year program of study creditable toward a degree”; or “[c]onducts an intercollegiate athletics program, even though the institution is not accredited at the college level and authorized to offer at least a one-year program of study creditable toward a degree.” This definition includes Junior Colleges.

48. Bylaw 12.8.1.7 provides for a waiver of the eligibility period of the Five-Year Rule under certain circumstances. Under Bylaw 12.8.1.7.1.1, a waiver of the five-year period of eligibility “may be granted, based upon objective evidence” of “circumstances considered to be beyond the control of the student-athlete or the institution,” including if “contemporaneous medical documentation” establishes that the “student-athlete is unable to participate in intercollegiate competition as a result of incapacitating physical or mental circumstances.” . “A waiver of the five-year period of eligibility” under this bylaw “is designed to provide a student-athlete with the opportunity to participate in four seasons of intercollegiate competition....”. Determination of whether or not the contemporaneous medical documentation establishes facts that ‘may’ cause the NCAA to grant eligibility, is in the total control of the monopsony power held and controlled by the NCAA. *See, Exhibit C.*

49. Unfortunately, for student-athletes similarly situated as Aidan, when the NCAA unreasonably decides to not grant medical waivers which are properly supported by objective evidence and contemporaneous medical documents, there is no other option but to seek judicial intervention to overturn the monopsony power and control displayed by the NCAA.

D. Aidan’s Background and Collegiate Sporting Experience from 2020 through the 2025-2026 Season.

50. In May 2020, Aidan graduated High School from JK Mullen High School in Denver, Colorado, where he participated in four years of football competition. Aidan finished his four-year prep career with 216 tackles, 28.0 tackles for loss, 12.5 sacks, 12 forced fumbles, four fumbles recovered, one interception that he returned, one blocked kick and 10 quarterback hurries over 33 games. Keanaaina graduated High School as the No. 30 rated defensive tackle in the nation, the No. 4 ranked player from Colorado, and considered a 4-star recruit. After heavy recruiting,

Aidan officially signed with Notre Dame to enroll as a student and become a member of the 2020 football team.

51. **The 2020 Season:** In August 2020, Plaintiff enrolled at Notre Dame (ND) for his first year of collegiate athletics. In the Fall of 2020, Plaintiff dressed for only 1 game. The NCAA administered a blanket waiver for all student-athletes, due to the COVID year. This year does not count toward Aidan's eligibility.

52. **The 2021 Season:** In 2021, Plaintiff played in only three games at the end of the season. Plaintiff achieved his first NCAA tackle in the 2021 Fiesta Bowl. Plaintiff received a redshirt designation for this year.

53. **The 2022 Season:** In March of 2022, during pre-season team workouts, Aidan suffered a gruesome torn ACL that required surgery in April. Aidan's rehab was arduous and challenging, but he worked tirelessly in the summer and throughout the 2022 football season. Through his own hard work, Aidan's recovery gradually increased. At the end of the season, with three games remaining, Aidan was partially cleared to participate in team activities "as tolerated." However, Aidan did not expect to participate in any actual intercollegiate games. Aidan only expected to participate in a limited fashion during certain drills during team workouts and practices, but certainly not to participate in any of the remaining three games of the 2022 season since he was only eight (8) months post-operative from his surgery and had only received limited clearance from the medical staff. As a surprise to Aidan, and though he was only cleared for limited activity, Aidan was put in for a few plays during the last drive during a blowout victory against Boston College when Notre Dame was winning 44-0. Aidan was unprepared to participate as he was untaped and was not wearing his required post-surgical knee brace. The few plays Plaintiff was on the field for in were meaningless to the game and have only served as an excuse for the NCAA to deny Plaintiff's medical redshirt waiver for the 2022 season. These handful of meaningless plays were

the only playing time Plaintiff received during the entire 2022 season and pursuant to NCAA rules the 2022 season should not count as a year of NCAA D1 eligibility.

54. **The 2023 Season:** Following full recovery and medical clearance, Plaintiff was able to participate in the 2023 football season. Plaintiff appeared in six games, making seven tackles, three solo tackles and added 1.5 tackles for loss and a .5 sack. The 2023 season should count as Aidan's first year of NCAA D1 eligibility.

55. **The 2024 Season:** In August 2024, Plaintiff enrolled at Cal as a member of the football team. In 2024, Plaintiff started all 13 games. Recorded 45 tackles, 2.5 Tackles For Loss, one sack and one pass deflected. The 2024 season should be considered as Aidan's second year of NCAA D1 eligibility.

56. **The 2025 Season:** In 2025, Plaintiff continued to advance his career at Cal, starting all 13 games. In the 2025 season, Plaintiff recorded 56 tackles, 2.5 Tackles For Loss and 1.5 sacks. The 2025 season should be counted as Aidan's third season of NCAA D1 eligibility.

E. Aidan's Inability to Secure a Waiver to Compete, and the Need for Immediate Injunctive Relief

57. The minimum requisite recovery time for a torn ACL is nine months.⁵

58. Aidan tore his ACL on March 16, 2022. Miraculously, in less than the requisite nine months recovery time, and through his own hard work and determination, Aidan was "cleared" for

⁵ See, Young Athletes Who Return to Sport Before 9 Months After Anterior Cruciate Ligament Reconstruction Have a Rate of New Injury 7 Times That of Those Who Delay Return | Journal of Orthopaedic & Sports Physical Therapy (*Journal of Orthopaedic and Sports Physical Therapy*)
<https://rcastoragev2.blob.core.windows.net/0a6b244943117ae970921b605b912400/PMC7607798.pdf> (*The Orthopaedic Journal of Sports Medicine*),
<https://pmc.ncbi.nlm.nih.gov/articles/PMC5480637/> (*Orthopedic Journal of Sports Medicine*)

limited activity on November 10, 2022, in less than eight months from his total reconstructive knee surgery.

59. Aidan was cleared to participate as tolerated by him after less than eight months into his recovery.

60. While Aidan may have been cleared for limited activity, “as tolerated” he was never fully cleared to play in a Division I football game. In fact, the time needed for an athlete in the sport of football to acclimate and achieve actual readiness after an extended period of inactivity requires an additional 4-6 weeks in addition to the traditional 9-month benchmark for successful ACL knee reconstruction.

61. Aidan’s school, Cal, assisted in the filing of the appeal seeking an eligibility waiver for the 2025-26 season, arguing that the 2022 season should not count toward his eligibility, as the decision to go on the field in the meaningless game against Boston College, when he was only partially cleared from a torn ACL he suffered only eight month prior, was outside of his control and mandated by his Coach.

62. Even though the NCAA member-institution, Cal, articulated several key arguments and provided detailed medical reports and additional contemporaneous medical information, the NCAA still unreasonably denied Aidan’s medical waiver. As a result, Aidan has been forced to file this action to obtain injunctive relief from this Court. The need for such relief is urgent.

63. In denying Aidan’s waiver, the NCAA attempts to support its denial of the waiver request and justify its position by pointing to a May 2025 directive from the NCAA D1 Committee on Student-Athlete Reinstatement which seeks to bypass the actual NCAA four game participation rule. Put differently, the NCAA denied Aidan’s medical waiver request for the 2022 season, by retroactively applying a directive from the NCAA D1 Committee on Student-Athlete Reinstatement in the year 2025. Thus, circumventing an NCAA rule that protects football players who have played

in four or less games, whether caused by injury or a coaches decision to receive an additional year of eligibility.

64. This action by the NCAA is clearly in conflict with the stated goals of the Rule and its exceptions, to provide a student athlete with the opportunity to participate in four seasons of intercollegiate competition.

65. Aidan has only competed in three (2023, 2024, and 2025) seasons; counting the handful of plays that Aidan was on the field for in one game in 2022 as a full season of activity is a punitive decision to circumvent the NCAA rules that cannot be supported or justified. This harsh and unreasonable penalty for an injured player recovering from reconstructive surgery is clearly inconsistent and improper given the NCAA's stated goals, and the antitrust violation it creates.

66. Aidan's current situation is akin to the recently decided *Chambliss v. NCAA*. Though not controlling on this Court, this case provides excellent guidance and served as the only recent Court that has spoken on the issue of improper denials of medical waivers and the connection to the Five Year Rule. Also in 2022, Ole Miss quarterback, Trinidad Chambliss did not play due to medical issues. Chambliss's medical waiver was denied several time, leaving him with one option, to seek a remedy by suing the NCAA. The *Chambliss* Court reasoned that the NCAA ignored the player's medical history in denying his medical waiver for the 2022 season, and this resulted in irreparable harm to Chambliss. The Mississippi Court specifically stated that the medical records presented to the NCAA committee were not taken into account and Chambliss's medical waiver was denied on "pure semantics".⁶

67. The Chambliss situation is a clear illustration of this case; both players presented medical evidence showing they could not play and it was out of their control. Both players did not play at least four games, and the NCAA still unreasonably denied each players' medical waiver request, creating an irreparable harm.

⁶See , Ole Miss QB Trinidad Chambliss granted injunction by Mississippi judge | AP News

68. Division I football programs have begun to fill their rosters and have begun spring practices for the 2026 football season. These spring practices are critical to both the team and Aidan, as they would facilitate his integration into the team's overall strategy and special teams game plan and enable Aidan to continue to develop a rapport with a Division I coaching staff and teammates. Several schools have contacted him with serious interest in using his services for the 2026 season. Aidan has been offered over \$1,000,000.00 to play for the Cal football team in 2026. In addition, Aidan has several other prospective schools vying for his services for the 2026 football season. However, at this time, Cal and the other schools are in limbo waiting to see if the NCAA will grant Aidan a waiver or if he is not otherwise deemed eligible prior to the start of spring training. Without a waiver or court intervention, Cal and the other several schools that have shown interest in granting Aidan a spot on their team will be forced to move on and Aidan will lose his opportunity to play for next season.

F. Relevant Markets

69. As the court in *Pavia* found, the relevant market for purposes of this type of case is “the labor market for college football athletes in general and NCAA Division I football specifically.” *Pavia*, 2024 U.S. Dist. LEXIS 228736, at *20.

70. The United States is the relevant geographic market, and the NCAA and its member institutions are located throughout the geographic market.

71. College athletes compete to earn spots on NCAA Division I athletic teams, and NCAA member institutions compete with other institutions to attract and secure top-level athletes. NCAA member institutions secure college athletes through the provision of various in-kind benefits, including full and partial scholarships, advanced academic programming, access to state-of-the-art training and rehabilitation facilities, and premier instruction from knowledgeable coaching staff.

72. Participating in NCAA Division I athletics provides significant benefits and opportunities to college athletes, including: (1) the ability to maximize their chances to play professional sports by providing extensive exposure to scouts; (2) the opportunity to compete against the nation's best amateur athletes; (3) national publicity through nationwide broadcasting of sporting events; (4) full and partial scholarships; (5) the opportunity to earn personal sponsorship opportunities and marketing deals; (6) the ability to capitalize on NIL agreements, which sometimes provide millions of dollars in financial benefits; and (7) the receipt of top-tier academic support through student-athlete assistance programs

73. The most talented student-athletes have no practical alternatives in the relevant markets other than to participate in NCAA Division I athletics. Especially those wishing to compete for a spot in the NFL draft.

74. The NCAA exercises monopsony power in this market. *See Martinson*, and *Elad* (citing *Alston*).

75. The NCAA has sole rule-making authority and maintains exclusive power over the promulgation of rules and regulations for its member institutions.

76. As the sole rule-making authority, the NCAA exercises power in the relevant market, and it is anticompetitive for the NCAA to ignore their own rules and unreasonably withhold medical waivers in situations where the student-athlete is unable to participate in intercollegiate competition as a result of incapacitating physical or mental circumstances. *See, Exhibit C.*

77. Although the NCAA is structured as a nonprofit organization, its member institutions derive substantial financial benefits from their relationships with student-athletes. These institutions generate revenue from hosting athletic events, merchandise sales, lucrative broadcasting agreements, and increased enrollment interest. In contrast, student-athletes receive only limited benefits, as outlined above.

78. Accordingly, the transactions between member institutions and student-athletes are inherently commercial in nature and fall within the purview of the Sherman Act.

G. Anti-Competitive Effects

79. The NCAA establishes and enforces rules purportedly designed to ensure fairness and promote student-athlete welfare, all under the guise of preserving amateurism. These rules are adopted through votes by the NCAA Division I Council and member institutions, amounting in practice to horizontal agreements between the NCAA and its member schools, which are otherwise competitors in the market for student-athlete services.

80. One of these fairness principles is to allow exceptions to the Five Year Rule when upon objective evidence” of “circumstances considered to be beyond the control of the student-athlete or the institution,” including if “contemporaneous medical documentation” establishes that the “student-athlete is unable to participate in intercollegiate competition as a result of incapacitating physical or mental circumstances”, a medical waiver can be granted.

81. As the exclusive governing authority over intercollegiate athletics, the NCAA leverages its dominant market position to impose eligibility requirements that disproportionately restrict and burden student-athletes. The NCAA’s inconsistent rulings on these medical waivers, as well as the unreasonable withholding of medical redshirts when student-athletes properly follow the NCAA bylaws creates disparities and artificially restricts the careers of student-athletes, and prevents them from being able to complete their rightful four years of eligibility.

82. The NCAA’s conduct violates Section 1 of the Sherman Act by producing direct anticompetitive effects that harm student-athletes, reduce opportunities for student-athletes, and diminish consumer choice in the college athletics marketplace.

83. The anticompetitive effect here of the Five Year Rule accompanied by the unreasonable denial of the subject medical waiver has created an anticompetative effect that harms

Aiden in that the NCAA has ruled that a handful of meaningless plays, when the player was only cleared on a limited basis and not fully medically cleared to play in any games, was forced to play in one game during the entire 2022 season, and that unreasonable act by his coach will cost the player a full year of eligibility. Further, the unjustifiable stripping and taking away of Aidan's final year of eligibility by the NCAA has resulted in him being denied the financial benefit he is entitled to in NIL opportunities. In addition, the opportunity to continue his dream of playing football in the NCAA and pursue his goals of one day making the NFL has been drastically impacted by the NCAA's action.

84. The NCAA waiver bylaw states, [a] waiver of the five-year period of eligibility is designed to provide a student athlete with the opportunity to participate in four seasons of intercollegiate competition ... *Id.* Yet the NCAA's application of the Five Year Rule and the unreasonable denial of Aidan's medical waiver, prevents him from participating in his fourth and final season of intercollegiate competition.

85. As stated earlier, Aidan was protected by the NCAA's blanket COVID waiver granted in 2020 and a redshirt classification in 2021 for playing less than 4 games. In 2022 Aidan participated in only a series of plays during one drive at the end one game in which he was required to enter the game by his coach after only being cleared on a limited basis as he continued his recovery from reconstructive knee surgery.

86. Though the NCAA's own Bylaws state that "a student-athlete representing a Division I institution may compete in up to four contests in a season without using a season of completion. The NCAA used its monopsony power to unilaterally sidestep this bylaw and punish Aidan who recovered from a torn ACL in near-record time, to participate in a series of meaningless plays at the end of one game. *Id.*

87. As a result of the unreasonable denial of Aidan's medical waiver by the monopsony power held by the NCAA, it appears as if Aidan would have been better served taking his recovery

less seriously and not returning from a torn ACL in eight months, as opposed to the traditional nine to twelve months recovery period.

88. The NCAA is punishing Aidan by ignoring their own bylaws and without any clear basis or valid justification consistent with their four game participation rule.

89. Allowing the NCAA to apply the Five Year Rule in denial of the subject medical waiver would cause significant anticompetitive harm to Aidan and other similarly situated student-athletes participating in the labor market.

90. Further, consumers who attend NCAA athletic events or watch them on television or streaming services will also be negatively affected by the NCAA's arbitrary and unreasonable conduct. It is reasonable to expect that fan interest in college athletics will dissipate if the governing body tasked with regulating and ensuring fair competition fails to do so. The most talented prospective student-athletes may be deterred from attending Division I schools if they believe the NCAA does not promote fair competition and does not treat athletes fairly, especially with the growing availability of other professional sports opportunities in the United States and elsewhere.

91. Additionally, Aidan and other similarly situated student-athletes are further disadvantaged by being subjected to unfair and inconsistent eligibility procedures that directly impair their ability to pursue professional athletic careers. If the NCAA is permitted to unreasonably deny medical waiver by bypassing their own rules, the entire purpose of the waivers to the five year rule, to promote four years of intercollegiate activity, is obsolete.

92. The structure self-imposed by the monopsony NCAA fails to promote fair competition and disrupts the relevant labor market of D1 NCAA football.

H. NCAA's Rule of Restitution

93. Section 12.11.4.2 of the NCAA Bylaws—commonly known as the “Rule of Restitution”—provides as follows:

12.11.4.2 Restitution. If a student-athlete who is ineligible under the terms of the bylaws or other legislation of the Association is permitted to participate in intercollegiate competition contrary to such NCAA legislation but in accordance with the terms of a court restraining order or injunction operative against the institution attended by such student-athlete or against the Association, or both, and said injunction is voluntarily vacated, stayed or reversed or it is finally determined by the courts that injunctive relief is not or was not justified, the Board of Directors may take any one or more of the following actions against such institution in the interest of restitution and fairness to competing institutions:

- (a) Require that individual records and performances achieved during participation by such ineligible student-athlete shall be vacated or stricken;
- (b) Require that team records and performances achieved during participation by such ineligible student-athlete shall be vacated or stricken;
- (c) Require that team victories achieved during participation by such ineligible student-athlete shall be abrogated and the games or events forfeited to the opposing institutions;
- (d) Require that individual awards earned during participation by such ineligible student-athlete shall be returned to the Association, the sponsor or the competing institution supplying same;
- (e) Require that team awards earned during participation by such ineligible student-athlete shall be returned to the Association, the sponsor or the competing institution supplying same;
- (f) Determine that the institution is ineligible for one or more NCAA championships in the sports and in the seasons in which such ineligible student-athlete participated;
- (g) Determine that the institution is ineligible for invitational and postseason meets and tournaments in the sports and in the seasons in which such ineligible student-athlete participated;
- (h) Require that the institution shall remit to the NCAA the institution's share of television receipts (other than the portion shared with other conference members) for appearing on any live television series or program if such ineligible student-athlete participates in a contest selected for such telecast, or if the Board of Directors concludes that the institution would not have been selected for such telecast but for the participation of such ineligible student-athlete during the season of the telecast; any such funds thus remitted shall be devoted to the NCAA postgraduate scholarship program; and
- (i) Require that the institution that has been represented in an NCAA championship by such a student-athlete shall be assessed a financial penalty as determined by the Committee on Infractions.

94. If the NCAA determines a student-athlete is ineligible, but a court issues an injunction allowing them to play, the Restitution Rule comes into play if the court's decision is later overturned.

95. The Rule of Restitution allows the NCAA to retroactively punish a student-athlete and the member school the student athlete attends (as well as the student-athlete's teammates with

no affiliation with the waiver or court decision) if the student-athlete and the member school rely on a court-issued TRO or preliminary injunction enjoining unlawful conduct by the NCAA and mandating that the student-athlete be permitted to participate in athletic competition if the TRO or injunction is later revoked for any reason, the student-athlete and the school can be punished.

96. The clear purpose and effect of the Rule of Restitution is to deter challenges to the NCAA's anti-competitive and improper rules and rulings by making it impossible for student-athletes and member schools to rely on validly entered court orders and to obtain meaningful injunctive relief. These penalties can be significant, impacting an institution's athletic program and reputation.

97. Indeed, in light of the Rule of Restitution, in short a form of extortion, colleges and universities typically do not permit a student-athlete to participate in athletic competition even if he/she obtains a TRO or preliminary injunction finding that an NCAA ruling is likely invalid and enjoining the NCAA from enforcing that unlawful restraint.

98. The Rule of Restitution has been highly criticized. "What is most interesting is that the NCAA regulatory structure denies athletes rights as citizens under U.S. and state law," said Ellen Staurowsky, a professor of sport management at Ithaca College

99. "It denies athletes the benefits of what those favorable court rulings could be. If you get an injunction that would allow you to play, and then you are barred from playing because the school fears they may have to pay restitution later on, it traps you in a space where you effectively have no citizenship."⁷

100. As a result, courts have enjoined the NCAA from enforcing the Rule of Restitution against student-athletes and their respective institutions who rely on a temporary restraining order or preliminary injunction when participating in intercollegiate athletics. *See Williams v. NCAA*, No.

⁷ <https://www.vice.com/en/article/how-a-little-known-ncaa-rule-shuts-athletes-out-of-the-legal-system/>

24-cv-614, 2024 U.S. Dist. LEXIS 18479, at *9 (D.N.J. Feb. 2, 2024); *Pavia*, 2024 U.S. Dist. LEXIS 228736, at *36; *Ohio v. NCAA*, 706 F. Supp. 3d 583, 601-02 (N.D.W.V. 2023). *See also*, *Martinson* and *Braham*.

101. For the preliminary injunctive relief requested by Keanaaina to be effective, this Court must enjoin the NCAA from enforcing the Rule of Restitution for complying with an order granting that relief.

I. The Irreparable Harm to Aidan

102. Perhaps the single most important prerequisite for the issuance of a preliminary injunction is a demonstration that if it is not granted the applicant is likely to suffer irreparable harm before a decision on the merits can be rendered. If a trial on the merits can be conducted before the injury would occur, there is no need for interlocutory relief. *Greater Yellowstone Coal. v. Flowers*, 321 F.3d 1250, 1252 (10th Cir. 2003).

103. Aidan will suffer substantial irreparable harm if the Court does not grant the preliminary injunction with temporary restraints requested in this action, which would enable him to immediately join a Division I program and continue his promising football career during the 2026 football season.

104. This irreparable harm is caused by the Five Year Rule and the unreasonable denial of the subject medical waiver due to a handful of plays when Aiden was not fully cleared to play in 2022.

105. As held in *Elad*, “[a] loss of [an athlete’s] NIL agreement if he is unable to play this season can be quantified, but his lost opportunity to play a year of Division I football [] is incalculable in terms of personal experience. This season [] is a chance for [him] to build memories and lasting relationships both on and off the field.” *See Elad*, **Exhibit A**.

106. By contrast, if the Court does not grant Aidan the requested injunctive relief, he will be unable to play and complete his fourth and final year of eligibility during the 2026 season. He will thus be denied the opportunity to complete his athletic eligibility that those games present to gain the attention and acclaim that can only be obtained while playing for a Division I football team in one of college football's most prestigious and widely covered conferences, to take advantage of the NIL deals he was offered, and to increase his chances of earning a contract to play professional football following the 2026 season. Missing out on these opportunities is the very definition of irreparable harm, as was recently recognized in *Williams v. NCAA*, 2024 U.S. Dist. LEXIS 18479, at *7-8 (D.N.J. Feb. 2, 2024).

107. Unless he is assured that he will be eligible to play during the 2026 season, Aidan will also lose the opportunity to participate in pre-season strength and conditioning training sessions before returning for formal summer training camp in actual preparation for the 2026 season. All of these missed training opportunities would also harm Aidan irreparably, as it would deprive him of critical and irreplaceable opportunities to become integrated into the program's special teams unit and the team as a whole.

108. As held in *Elad*, "this injunction is potentially the *only* opportunity to complete his Division I career and transition into the NFL." See *Elad*, **Exhibit A**.

109. This Court's immediate intervention is needed to right this wrong.

K. Public Interest

110. There is a compelling public interest in promoting fair competition and equal opportunities for all collegiate athletes, regardless of division or sport. The NCAA's discriminatory eligibility rules and waiver procedure not only impact Division I football but also reverberate across all divisions (II and III) and sports, disproportionately harming student-athletes seeking to use their allotted four years of eligibility, when a year is taken away from them due to a serious medical

injury that prevents them from participating. These rules degrade the quality of competition available to both the public and student bodies and ultimately impair the integrity of college athletics. The ripple impacts extend to the professional level, impacting the NFL Draft and hindering athletes' ability to benefit from NIL opportunities, thereby restricting their livelihood and long-term career prospects.

111. In order to prevent illegal antitrust acts, "free and fair competition in the labor markets is essential to the American economy." *Elad; Williams v. Nat'l Collegiate Athletic Ass'n*, Civ. No. 24-1098, 2024 WL 397760, at *3 (D.N.J. Feb. 2, 2024).

FIRST CLAIM FOR RELIEF

(Violation of § 1 of the Sherman Act)

112. Aidan incorporates and realleges the allegations contained in Paragraphs 1-113 of this Complaint as fully set forth herein.

113. The NCAA, by and through its officers, directors, employees, agents or other representatives, has illegally restrained and suppressed competition in the relevant markets through its refusal to grant the subject medical waiver, ruling the few plays of one game in 2022 year when Aidan was recovering from a torn ACL should count as a full year of eligibility, and denying Aidan his rightful fourth year of NCAA D1 eligibility. The threat posed by the NCAA having the license to bar student-athletes from realizing the opportunities they have earned without logical justification stifles the market's ability to flourish.

114. As a direct result of the NCAA's ability to unreasonably prevent an athlete from exhausting their four years of eligibility or unreasonably deny a student-athlete's medical waiver when presented with relevant contemporaneous medical documentation, the NCAA will establish a precedent that it may unreasonably restrict student-athletes' ability to participate in the relevant labor market.

115. The NCAA's position results in no benefits to competition in Division I collegiate athletics for the NCAA's member institutions, college athletes, or consumers of NCAA athletic contests. The NCAA's position is logically inconsistent with its stated goals to promote student-athletes with the opportunity to participate in four seasons of intercollegiate competition

116. The NCAA's anti-competitive acts were intentionally directed at the United States market and have had a substantial and foreseeable effect on interstate commerce.

SECOND CLAIM FOR RELIEF

(Breach of Contract)

117. Aidan incorporates and realleges the allegations contained in Paragraphs 1s-108 of this Complaint as fully set forth herein.

118. The University of California, Berkeley is a member of the NCAA Division I. As such, it has agreed to submit to and abide by the NCAA's rules and regulations in exchange for the benefits of NCAA membership, such as participation in high-level intercollegiate athletic competitions. Furthermore, it has agreed to subject itself to NCAA discipline for any failure to comply with its rules and regulations.

119. Aidan, as a student-athlete enrolled at the Cal, who is subject to the same NCAA rules and regulations, is an intended third-party beneficiary of the contractual relationship between it and the NCAA.

120. The NCAA has a contractual obligation to Aidan, as an intended third-party beneficiary, to enforce its rules and regulations fairly, consistently, and reasonably.

121. As detailed above, the NCAA unfairly and unreasonably denies student-athletes medical waivers even when they provide contemporaneous medical documentation supporting they missed a year due to injury. Instead the NCAA has absolute power over medical waivers and the application of the exceptions are inconsistent and cause confusion.

122. This institution-driven framework disregards the interest of the individual athlete and offers no alternative mechanism when a member's application seeking a waiver on behalf of the student athlete is declines, without explanation. As a result, student-athletes are left without any meaningful avenue to exhaust administrative remedies, jeopardizing their eligibility, careers, and future livelihood.

123. Aidan's current ineligibility for the 2026 Division I college football season, based on the unreasonable denial of his medical waiver request, clearly indicates that the NCAA has breached its contractual obligations to him because he properly followed the procedure, presented supporting medical documentation and records showing he only played a few plays in a meaningless drive at the end of one blowout game. To count that as a full year of NCAA eligibility is improper and prevents Aidan from using all four years of eligibility.

124. As an intended third-party beneficiary of the Cal's agreement to be bound by the NCAA rules and regulations, Aidan has suffered and continues to suffer substantial and irreparable harm as a result of the NCAA without any valid contractual authority. Unjustly preventing Aidan from playing football during the 2026 season deprives him of the once-in-a-lifetime opportunity to compete in Division I football games, improve his skills, support his teammates, and showcase his talents to future professional employers. Specifically, Aidan will be unable to compete in athletic competition and avail himself of the myriad opportunities that emanate from his participation, including lucrative NIL rights.

THIRD CLAIM FOR RELIEF

(Tortious Interference with Prospective Economic Advantage)

125. Aidan had a reasonable expectation of prospective business relations with several NCAA members seeking his services, including NIL deals and revenue-sharing opportunities.

126. The NCAA knew or should have known of these expectancies through Aidan's hardship waiver, which detailed Aidan's athletic career and his career trajectory.

127. By functionally denying his medical waiver and enforcing the Five-Year Rule, the NCAA knew that its actions were certain or substantially certain to prevent Aidan's ability and opportunity to pursue prospective business relation with NCAA member school and other third parties, thereby intending him harm.

128. The NCAA denied Aidan's hardship waiver without justification, disregarding the extenuating circumstances that prevented him from participating in four seasons at an NCAA institution.

129. This breach has caused Aidan damages, including lost eligibility and associated financial and educational opportunities, and irreparable harm to his career, entitling him to specific performance through injunctive relief.

PRAYER FOR RELIEF

WHEREFORE, Aidan respectfully requests Judgment in his favor and against the NCAA as follows:

- A. Declaring that (i) the NCAA's application of the Five-Year Rule, and the denial of the subject medical waiver violates the Sherman Act; and (ii) Aidan is eligible to compete at a Division I institution during the 2026-27 season;
- B. Preliminarily and permanently enjoining the NCAA to immediately issue a waiver request to enable Aidan to compete at a Division I institution during the 2026-27 season;
- C. Preliminarily and permanently enjoining the NCAA from enforcing the Rule of Restitution against Aidan and any institution for which Aidan plays intercollegiate athletics from complying with and/or relying on any injunctive order entered by this Court; and
- D. Awarding Aidan compensatory and punitive damages, attorneys' fees and costs,

prejudgment and post-judgment interest, and such other and further relief as the Court may deem equitable and just.

Dated: March 26, 2026

Respectfully Submitted,

By: /s/ Bolor Nyamaa

Bolor Nyamaa, Reg. No. 38033
LEWIS BRISBOIS BISGAARD & SMITH LLP
1700 Lincoln Street, Suite 3500
Denver, Colorado 80203
303.861.7760
Bolor.Nyamaa@lewisbrisbois.com
Attorneys for Plaintiff