



**PAVAN PARIKH
HAMILTON COUNTY CLERK OF COURTS**

COMMON PLEAS DIVISION

**ELECTRONICALLY FILED
June 24, 2026 09:07 AM
PAVAN PARIKH
Clerk of Courts
Hamilton County, Ohio
CONFIRMATION 1842125**

FILIP BOROVCANIN

A 2603352

vs.

**NATIONAL COLLEGIATE
ATHLETIC ASSOCIATION**

**FILING TYPE: INITIAL FILING (IN COUNTY) WITH NO JURY
DEMAND**

PAGES FILED: 488

NCAA athletes have a reasonable expectation that they will be treated fairly by the NCAA and that NCAA rules will be applied consistently, regardless of the athlete's background before they attend an NCAA school and regardless of the year in which they graduated from high school. For the last four years, 2022 high school graduates have been competing against older, stronger, and more experienced players allowed five (and even six) seasons of competition due to a Covid era waiver granted to all athletes graduating high school and enrolling in college between 2017 and 2020. The NCAA has finally announced plans to formally codify the five years of competition on a permanent basis, with a final vote expected on June 22 or 23. But in doing so, the NCAA plans to intentionally exclude all current college seniors who graduated high school in 2022 and have not redshirted. That decision violates the covenant of good faith and fair dealing under Ohio law.

Likewise, the NCAA's decision to allow former professional basketball players to return to college without losing a "season of competition," allowing 2022 high school graduates to compete in the 2026-27 season so long as they played at least one season of professional basketball violates the covenant of good faith and fair dealing and also violates the Ohio Consumer Sales Practices Act (Ohio Rev. Code Ann. § 1345.01 et seq.).

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

I. SUMMARY OF ARGUMENT

1. For almost fifty years, the NCAA has enforced a rule providing Division I college

athletes with a five-year window to exhaust their competition eligibility (the “Five-Year Rule”).¹ However, up through this year, the NCAA unfairly limited college athletes to *competing* in only four seasons of intercollegiate competition (the “Four Seasons Rule”)² and otherwise dictated that a college athlete may use the fifth year only to compete in team activities without, or with limited, participation in intercollegiate competition (the “Redshirt Rule”).³ Plaintiffs believe the NCAA’s rules violated Section 1 of the Sherman Act as set forth in *Patterson v. NCAA*, Case No. 3:25-cv-

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

² NCAA Bylaw 12.6 Seasons of Competition: Five-Year Rule. A student-athlete shall not engage in more than four seasons of intercollegiate competition in any one sport (see Bylaws 12.02.3 and 14.3.3). An institution shall not permit a student-athlete to represent it in intercollegiate competition unless the student-athlete completes all seasons of competition in all sports within the time periods specified below. Ex. 1, *NCAA*, 2025-26 NCAA Division I Manual, Bylaw 12.6, at 46 (2025).

³ The “Redshirt Rule” is not a discrete NCAA Bylaw but rather a term of art describing how a college athlete may preserve a season of competition by not competing (or minimally competing) under several interrelated provisions of the *NCAA Division I Manual*. A redshirt year may occur in multiple ways including, *inter alia*:

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

00994, currently pending before the United States District Court for the Southern District of Ohio.

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

3. Second, in April the NCAA announced it would change its rules to allow all players to compete in all five seasons of eligibility without the need for a redshirt beginning in August 2026. Specifically, the new rule will allow all athletes to fully compete for five years starting when they enroll in college.⁴ Unfortunately, rather than implement the rule for all athletes, the NCAA unfairly excluded all athletes who graduated from high school in 2022—even though they are still within five years of enrolling in college for the first time.⁵

4. Plaintiffs are intended third-party beneficiaries of the membership agreement between the NCAA and its member institutions, which incorporates the NCAA Bylaws⁶ by reference. Under Ohio law, every contract carries an implied covenant of good faith and fair dealing that prohibits a party from acting in a manner that destroys or injures the right of the other party to receive the benefit of the contract. The NCAA promises all athletes the right to compete

⁴ Or starting in the academic year after they turn 19 years old if they turn 19 before enrolling in college. <https://www.ncaa.org/news/2026/6/5/media-center-di-cabinet-modifies-age-based-eligibility-concept.aspx> (last visited June 8, 2026).

⁵ The NCAA will still allow athletes who graduated from high school in 2022 to play in the 2026-27 academic year so long as they previously redshirted.

⁶ See Ex. 1, 2025-26 NCAA Manual.

on a level playing field, but has tilted that playing field away from Plaintiffs and other 2022 high school graduates in both directions. At the start of their college careers, 2022 high school graduates were forced to compete against older, stronger, and more experienced athletes for roster spots and playing time because the NCAA gave all athletes enrolled in school during COVID a fifth season of competition. Then, at the end of their college careers, the NCAA made the fifth season of competition a permanent rule change – but excluded their class from the benefits of the change.

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

6. Finally, the NCAA’s consistent advertising that to high school players (including Plaintiffs) that they could not play professionally and then return to college to play the same sport violated the Ohio Consumer Sales Practices Act in light of the NCAA’s reversal allowed such former professionals to play in college – particularly since the NCAA is allowing those former

professionals to play in 2026-27 while denying Plaintiffs the same opportunity.

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

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

II. CLAIM FOR RELIEF

9. Plaintiffs seek the non-monetary remedies of temporary and permanent injunctive relief and attorney's fees in excess of the jurisdictional limits of this Court.

III. THE PARTIES

10. Plaintiff Filip Borovicanin played basketball at the University of Arizona in the 2022-23 and 2023-24 seasons, the University of New Mexico in 2024-25, and Xavier University (an Ohio institution located in Cincinnati, Ohio) in the 2025-26 season. He played his senior year of college basketball in Ohio, starting 26 of 33 games for Xavier and averaging 10.8 points and

7.4 rebounds per game in the Big East Conference. He competed for playing time against Mustapha Amzil, Nelly Junior Joseph, Courtney Ramey, Matthew Lang, Cedric Henderson, Jr., Keshad Johnson, Oumar Ballo, and Isaiah Walker, who were in their fifth seasons of competition. Xavier University has a roster spot available for Plaintiff. However, because summer workouts have already begun and he has not received a ruling on his eligibility, he is unable to join and this delay is causing Plaintiff to miss valuable integration opportunities.

11. Plaintiff Malik Messina-Moore played basketball at Pepperdine University in the 2022-23 and 2023-24 seasons, the University of Montana in 2024-25, and Xavier University (an Ohio institution located in Cincinnati, Ohio) in the 2025-26 season. He played his senior year of college basketball in Ohio, appearing in 33 games for Xavier and averaging 10.9 points per game. He competed for playing time against Joe Pridgen, Brandon Whitney, Austin Patterson, Ethan Anderson, Isaiah Walker, and Jay Yoon, who were in their fifth seasons of competition.

12. Plaintiff Michael (“MJ”) Collins Jr. played basketball at Virginia Tech in the 2022-23 and 2023-24 seasons, Vanderbilt University in 2024-25, and Utah State University in the 2025-26 season, where he earned All-Mountain West recognition. Although he did not play for an Ohio school, Collins played multiple games in the State of Ohio over his career, including Big East and ACC conference games against Xavier University and Ohio State University. He competed for playing time against Grant Huffman, AJ Hoggard, Hunter Cattoor, Mekhi Long, Robbie Beran, Grant Basile, and Garry Clark, who were in their fifth seasons of competition, and Drake Allen and Justyn Mutts, who were in their sixth seasons. Collins intends to play in the 2026-27 season at the University of Cincinnati, located in Hamilton County, Ohio, should he receive relief from this Court.

13. Plaintiff Kolby King played basketball at St. John’s University in the 2022-23

season, Tulane University in 2023-24, and Utah State University in the 2024-25 and 2025-26 seasons. During the 2025-26 season at Utah State, King averaged 7.5 points per game across all 36 games and helped Utah State earn a bid to the NCAA Tournament, scoring 27 points against New Mexico to clinch the Mountain West regular season title. Although he did not play for an Ohio school, King played multiple games in the State of Ohio over his career, including Big East games against Xavier University. He competed for playing time against Ian Martinez, Jaylen Forbes, Kevin Cross, Tre' Williams, Montez Mathis, and Garry Clark, who were in their fifth seasons of competition, and Drake Allen and Dexter Akanno, who were in their sixth seasons. King intends to play in the 2026-27 season at the University of Cincinnati, located in Hamilton County, Ohio, should he receive relief from this Court.

14. Plaintiff Javon Bennett played basketball at Merrimack College in the 2022-23 season, where he earned NEC Rookie of the Year honors, then at the University of Dayton (an Ohio institution) in the 2023-24, 2024-25, and 2025-26 seasons. At Dayton, he earned First Team All-Atlantic 10 honors in 2025-26, starting all 37 games and averaging 15.8 points per game. He played his three seasons of college basketball in Ohio and against opponents from throughout the country at Dayton's UD Arena. He competed for playing time against Posh Alexander, Zed Key, and CJ Napier, who were in their fifth seasons of competition and Keonte Jones, who was in his sixth season.

15. Plaintiff Chevalier Emery Jr. played basketball at Merrimack College in the 2022-23 season, then at Dodge City Community College in 2023-24 (a non-NCAA school), then at Western Carolina University in 2024-25, and finally at Cleveland State University (an Ohio institution) in the 2025-26 season. He played competed for playing time against Jaidon Lipscomb, Lucas Burton, and Manny Hill, who were in their fifth seasons of competition. (Emery also played

his 2023-24 season at Dodge City Community College, which is not part of the NCAA. If the NCAA treated community college as it treats professional basketball, it would not have counted against Emery's season of competition limit and he would be eligible for the 2026-27 season.) Emery played in only fourteen games his freshman year, with six appearance lasting less than a minute, but the NCAA's restrictive redshirt rules counting his playing time as equivalent to an entire season.

16. Plaintiff Jalen Quinn played basketball at Loyola University Chicago in the 2022-23, 2023-24, and 2024-25 seasons, and at Drake University in the 2025-26 season. While at those schools, he competed for playing time against Sheldon Edwards, Tom Welch, Greg Dolan, Patrick Mwamba, Dame Adelekun, Jeameril Wilson, and Bryce Golden, who were in their fifth seasons of competition, and Braden Norris, who was in his sixth season. During the 2025-26 season, Quinn earned All-Missouri Valley Conference honors, averaging 19.7 points per game across 34 games. Quinn played in games in multiple games in Ohio at the University of Dayton.

17. Plaintiff Savannah White played women's basketball at the University of Wisconsin in the 2022-23 season, Indiana State University in the 2023-24 and 2024-25 seasons, and Xavier University (an Ohio institution located in Cincinnati, Ohio) in the 2025-26 season. She played her senior year of college basketball in Ohio, averaging 7.0 points and 7.3 rebounds per game across 29 games for Xavier. She competed for playing time against Ella Sayer, Chelsea Cain, Mya Glanton, and Avery LaBarbera, who were in their fifth seasons of competition. White played her 2022-23 freshman season at Wisconsin, where she appeared in only six games averaging 4.8 minutes per contest. Notwithstanding her *de minimis* freshman participation, the NCAA counted that season as a full season of competition and has not granted her eligibility appeal.

18. Plaintiff Donovan Brown played basketball at Waubensee Community College (a

non-NCAA school) in 2022-23, then at Florida Tech University (NCAA Division II) in the 2023-24 and 2024-25 seasons, where he averaged 20.7 points per game in 2024-25, and then at the University of Massachusetts in the 2025-26 season. Although UMass is located in Massachusetts, Brown played multiple games in the State of Ohio during the 2025-26 season, including games against Ohio University and Miami University (Ohio) in the MAC conference. He competed for playing time against Leonardo Bettiol, who was in his fifth of competition. (Brown also played his 2022-23 season at Waubonsee Community College, which is not part of the NCAA. If the NCAA treated community college as it treats professional basketball, it would not have counted against Brown's season of competition limit and he would be eligible for the 2026-27 season.)

19. Plaintiff Christian Henry played basketball at Panola College (a non-NCAA junior college in Texas) in the 2022-23 and 2023-24 seasons, then at Eastern Michigan University (an Ohio-border MAC conference school) in the 2024-25 season, where he averaged 14.7 points per game across 32 starts, and finally at Fordham University in the 2025-26 season. Henry played multiple games in the State of Ohio, including MAC conference games against Ohio University, Bowling Green State University, Miami University (Ohio), Kent State University, Akron University, Toledo University, and others. He competed for playing time against Dejour Reaves, Marcus Greene, Louis Lesmond, and Micah Schnyders, who were in their fifth seasons of competition and Yusuf Jihad, who was in his sixth season. (Henry also played his 2022-23 and 2023-24 seasons at Panola College, which is not part of the NCAA. If the NCAA treated community college as it treats professional basketball, those seasons would not have counted against Henry's season of competition limit and he would be eligible for the 2026-27 season.) Fordham University has a roster spot available and will grant it to Plaintiff if he receives additional eligibility, but Fordham's summer workouts have already begun, so he does not know how long

the school can hold his roster spot.

20. Plaintiff Ziare Wells played basketball at Monroe University (a non-NCAA NJCAA school) in the 2022-23 and 2023-24 seasons, then at Lenoir-Rhyne University (NCAA Division II) in the 2024-25 season, and finally at Oakland University in the 2025-26 season. Although Oakland University is located in Michigan, Wells played multiple games in the State of Ohio during the 2025-26 season as a member of the Horizon League, including games at Wright State, Youngstown State, and Cleveland State. He competed for playing time against Brett White II and Tuburu Naivalurua, who were in their fifth seasons of competition, and Michael Houge, who was in his sixth season.

21. Plaintiff Cristian Carroll played basketball at Youngstown State University from 2024-26. He also played at Hutchinson Community College from 2022-23 and Coffeyville Community College from 2023-24. He competed for playing time against Derrick Anerson, Ty Harper, Siem Uijtendaal, and Nico Galette, who were in their fifth seasons of competition, and Cam Polak, Tyler Robinett, and Vlad Salaridze, who were in their sixth seasons. (If the NCAA treated community college as it treats professional basketball, those seasons would not have counted against Carroll's season of competition limit and he would be eligible for the 2026-27 season.)

22. Plaintiff Caden Powell played basketball at the University of Wyoming in the 2022-23 and 2023-24 seasons, then at Rice University in the 2024-25 season, and finally at Baylor University in the 2025-26 season. Although he did not play home games in Ohio, he has played against the University of Cincinnati in Hamilton County. He competed for playing time against JJ White, Kellen Amos, Emory Lanier, Alemn Huseinovic, Kenny Foster, Sam Griffin, and Akuel Kot, who were in their fifth seasons of competition, and Trey Patterson, Hunter Maldonado, Hunter

Thompson, and Trae Broadnax, who were in their sixth seasons.

23. Plaintiff Shawn Phillips, Jr. played basketball at the Louisiana State University in the 2022-23 season, then at Arizona State University in the 2023-24 and 2024-25 seasons, and finally at the University of Missouri in the 2025-26 season. Although he did not play home games in Ohio, he has played against the University of Cincinnati in Hamilton County. He competed for playing time against Connor Braun and Alonzo Gaffney, who were in their fifth seasons of competition, and Jose Perez, Jayden Stone, and Jacob Crews, who were in their sixth seasons.

24. Plaintiff Josh Reed played basketball at the University of Cincinnati from 2022-25 and then Penn State University in the 2025-26 season. He competed for playing time against Aziz Bandaogo, Landen Long, Ody Oguama, Kalu Ezikpe, Rob Phinisee, and David DeJulius, who were in their fifth seasons of competition, John Newman, II, who was in his sixth season, and CJ Frederick, Jr., who was in his seventh season.

25. Defendant National Collegiate Athletic Association (“NCAA”) is a self-described unincorporated, not-for-profit, educational organization founded in 1906, and maintains its principal place of business in Indianapolis, Indiana. The NCAA is the governing body of college sports. The NCAA includes more than 1,100 member colleges and universities throughout Ohio and the United States, including institutions in Hamilton County and throughout the State of Ohio.

26. Through the NCAA’s Constitution and Bylaws, the NCAA and its members have adopted regulations governing all aspects of college sports, including specifically, NCAA Bylaw 12.6 (the Four Seasons Rule) and the Redshirt Rule. The NCAA Constitution and Bylaws were adopted pursuant to a vote of the member institutions and various NCAA councils, and these rules can only be amended by a vote of the member institutions or NCAA councils.

27. As a practical matter, an academic institution that wishes to compete in any

meaningful way in the highest and most popular level of collegiate athletics must maintain membership in the NCAA and abide by the Division I rules and regulations promulgated by the NCAA and its members. Failure to abide by these rules and regulations risks subjecting sports programs at the academic institution to punitive measures from the NCAA that include reduced athletic-scholarships, suspensions, prohibition on post-season eligibility, vacating previously earned wins, monetary fines, and the so-called “death penalty.”⁷

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

29. There are zero practical alternatives that can provide the unique combination of attributes offered by Division I NCAA athletic schools: (i) the ability to exchange athletic services for the payment of the partial or full cost of an education plus room and board, (ii) high quality academic educational services, (iii) top-of-the-line training facilities, (iv) high quality coaches that are best suited to launch players to professional careers, (v) national publicity through national championships and nationwide broadcasting contracts, (vi) opportunities to profit from NIL agreements, and (vii) competition at the highest level of collegiate athletics.

30. Various other persons, firms, corporations, organizations, and business entities, both known and unknown, have participated as co-conspirators in the unlawful conduct alleged

⁷ The “death penalty” is the NCAA’s most severe punishment and refers to the complete shutdown of a specific athletic program at a member institution for at least one year. This sanction is reserved for egregious and repeated rule violations, particularly where the institution has shown a pattern of noncompliance or a lack of institutional control.

herein. These include NCAA member institutions and NCAA Division I athletic conferences. Representatives of member schools and conferences serve on NCAA committees that propose and adopt rule changes. By voting for and enforcing NCAA rules that unlawfully restrain trade, those institutions and conferences have knowingly agreed to impose and benefit from the anticompetitive restraints described herein.

IV. JURISDICTION AND VENUE

31. This Court has subject matter jurisdiction because Plaintiffs seek equitable relief for violations of state laws. *See* Ohio Rev. Code Ann. § 2305.01; Ohio Const. art. IV, § 4. This Court has jurisdiction over the NCAA because it is an unincorporated organization, it has numerous members in the State of Ohio, has substantial contacts with Ohio, and routinely conducts business in Ohio and directed at citizens of Ohio through its rulemaking activities. This Court may exercise personal jurisdiction over Defendant because, *inter alia*, the NCAA: (a) currently transacts substantial business within Ohio; (b) conducts athletic competitions, ticket and merchandise sales, television agreements, and other revenue-generating activities in Ohio along with its member institutions; (c) has substantial and continuous contacts with Ohio; and (d) is 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 Ohio. Moreover, approximately 15 NCAA institutions are found within Ohio. It is foreseeable to the NCAA that it may face lawsuits in Ohio concerning its eligibility rules, which affect Ohio citizens and institutions of higher education.

32. Venue is proper in Hamilton County because the cause of action arose here, where multiple plaintiffs played basketball, seek to play basketball again, and suffered the injuries from the NCAA's unlawful conduct. Ohio Rev. Code Ann. § 2307.382; § 2307.381(B).

V. PROCEDURAL BACKGROUND

33. In *NCAA v. Alston*, 594 U.S. 69 (2021), the United States Supreme Court unanimously held that the lower court’s enjoining of the NCAA’s restraints on education related benefits was consistent with established antitrust principles. In reaching this conclusion, the Court rejected the NCAA’s proposal for “a sort of judicially ordained immunity from the terms of the Sherman Act for its restraints of trade,” in an attempt to resist a rule of reason analysis. *Id.* at 94-96. Under the rule of reason analysis, the Court endorsed the “demanding standard” applied by the lower court in reviewing the procompetitive rationale for the NCAA’s restraints: whether it was “‘patently and inexplicably stricter than necessary’ to achieve the procompetitive benefits the league had demonstrated.” *Id.* at 101 (internal citations omitted).

34. The *Alston* Court also recognized that “[w]hen it comes to college sports, there can be little doubt that the market realities have changed significantly since 1984.” *Id.* at 93. Specifically, college athletics have transformed into a multibillion-dollar enterprise, paving the way for college athletes to receive compensation for the use of their names, images, and likenesses (“NIL Compensation”). For example, between 1982 and 1984, CBS paid approximately \$16 million per year for the broadcast rights to the NCAA’s Division I Men’s Basketball Tournament.⁸ By 2016, those rights generated more than \$1.1 billion annually.⁹ The Supreme Court’s decision in *Alston* paved the way for college athletes to begin earning NIL Compensation and affirmed that athletes are not mere participants in this system but essential contributors entitled to share in the

⁸ *NCAA Awards CBS Rights for \$48 Million*, UPI (Mar. 5, 1981), <https://www.upi.com/Archives/1981/03/05/NCAA-Awards-CBS-Rights-for-48-Million/8996352616400/> (last visited Aug. 29, 2025).

⁹ *March Madness Money: How the NCAA Makes a Billion Dollars Every Year*, THE BLAZE (Mar. 17, 2025), <https://www.theblaze.com/fearless/march-madness-ncaa-money-tournament> (last visited Aug. 29, 2025).

immense economic value they help create.

35. The market realities for college athletics have further evolved since the Supreme Court's decision in *Alston*. The NCAA has since lifted its blanket prohibition on NIL Compensation effective July 1, 2021. The resulting NIL market has grown into a billion-dollar industry, valued at roughly \$1.1 billion for football alone since 2024.¹⁰

36. The recent settlement in *House v. NCAA* underscores this ongoing evolution of the labor market for NCAA Division I college athletes, reflecting a recognition that their participation carries substantial economic value.¹¹ Starting in July 2025, Division I schools are authorized to make direct cash payments of up to \$20.5 million annually per institution to their college athletes.¹²

37. Outside the NCAA Division I athletics framework, college athletes have no meaningful avenue to monetize their NIL.

38. Plaintiffs challenge two such Eligibility Bylaws: the NCAA's Four Seasons Rule and the Redshirt Rule. Together, these rules artificially restrict certain Division I college athletes who have demonstrated enough academic and athletic acumen to accumulate four seasons of athletic competition within a four-year window, while selectively granting others an additional fifth season of competition in college athletics.

39. Plaintiffs also challenge the implementation of the medical redshirt rule as it applies

¹⁰ See *NIL at 3: The Annual Opendorse Report*, OPENDORSE, at 4 (2024), https://biz.opendorse.com/wp-content/uploads/2024/07/NIL-AT-3-The-Annual-Opendorse-Report-1.pdf#gf_56 (last visited Aug. 29, 2025).

¹¹ *In re Collegiate Athlete NIL Litigation* (commonly known as *House v. NCAA*), No. 20-cv-03919, slip op. (N.D. Cal. June 6, 2025) (last visited Aug. 29, 2025) (final approval of class-action settlement).

¹² Andrew Kean, *The Game-Changer: From 1 July Universities Can Now Pay Money Directly to Student-Athletes*, FIRSTPOINT USA (June 2025), <https://www.firstpointusa.com/blog/2025/06/gamechanger-from-july-universities-can-pay-money-directly-to-studentathletes/> (last visited Aug. 21, 2025).

to men's basketball players in that it allows medical redshirts if a player plays in less than 30% of games, but arbitrarily prohibits that aren't injured from playing in a single minute of a single game.

40. These restraints inflict direct harm on college athletes and directly undermining the NCAA's stated mission of supporting college athletes.

41. Plaintiffs, therefore, bring this action to halt the NCAA's unjustified and arbitrary eligibility actions and to protect the economic opportunities of Division I college athletes. The NCAA's pandemic waiver proved that its Four Seasons eligibility limits are unnecessary to maintaining any plausible procompetitive justification. The NCAA confirmed that position by indicating that it will permanently change the rule in the next two weeks to allow all athletes five seasons to compete on a permanent basis.

42. Having admitted that the previous rules were not essential to preserving college sports, the NCAA cannot now fall back on them as a means to restrict the rights of college athletes from the high school graduating class of 2022, suppress competition, and dictate who may or may not maximize their collegiate careers.

VI. FACTUAL BACKGROUND

A. An Overview of the NCAA

43. The NCAA is a member-led organization founded to "regulate the rules of college sport and protect young college athletes."¹³ Article 1 of the NCAA Constitution states that the NCAA's basic purpose is to maintain intercollegiate athletics as an integral part of the educational program and the athlete as an integral part of the student body, and, by so doing, retain a clear line of demarcation between intercollegiate athletics and professional sports.

44. The NCAA claims it is "dedicated to the well-being and lifelong success of college

¹³ *History*, NCAA, <https://www.ncaa.org/sports/2021/5/4/history> (last visited Aug. 29, 2025).

athletes,” and “united around one goal: creating opportunities for college athletes.”¹⁴ In practice, however, the NCAA has evolved into the central gatekeeper of a multibillion-dollar industry, where rules often serve to maximize institutional revenue rather than college athlete welfare.

i. History and Purpose

45. In 1905, President Theodore Roosevelt called together athletic leaders from some of the top football universities of the time, prompting them to curb the violence in the sport. Thirteen universities assembled to tackle the issue of football safety, and they were ultimately able to reach agreement on a set of new rules. Shortly after this meeting, 62 colleges and universities became charter members of the Intercollegiate Athletic Association of the United States—the precursor to the NCAA.¹⁵

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

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

48. In 1973, the Association’s membership was divided into Divisions I, II, and III,

¹⁴ NCAA, Return of Organization Exempt from Income Tax (IRS Form 990) for Fiscal Year Ending Aug. 2018 (filed 2019).

¹⁵ *History*, NCAA, <https://www.ncaa.org/sports/2021/5/4/history> (last visited Aug. 29, 2025).

with each division having legislative powers and separate championships. Five years later, Division I members voted to create subdivision I-A and I-AA (renamed the Football Bowl Subdivision (“FBS”) and the Football Championship Subdivision (“FCS”) in 2007) in football.

49. Around the turn of the century, a “landmark restructuring of the NCAA governance,”¹⁶ took place that “provided greater autonomy for the three divisions and placed institutional presidents in charge of each division and of the Association in general.”¹⁷

50. Today, the NCAA generates billions in revenue, largely because of the business opportunities inherent in Division I football and basketball. FBS college football and Division I men’s basketball are, combined, among the most lucrative sports products in the nation. During the 2022-2023 season alone, the NCAA reported roughly \$1.3 billion in revenue, a number driven overwhelmingly by college athletes who are prohibited by application of the NCAA’s rules and regulations from sharing equitably in that economic success.¹⁸

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

ii. NCAA Governance Structure

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

¹⁶ *Id.*

¹⁷ *Id.*

¹⁸ *NCAA Generates Nearly \$1.3 Billion in Revenue for 2022-23*, ASSOCIATED PRESS, https://www.espn.com/college-sports/story/_/id/39439274/ncaa-generates-nearly-13-billion-revenue-2022-23 (last visited Aug. 29, 2025).

and inclusion.”¹⁹

53. The NCAA asserts that member schools are ultimately responsible for determining which rules to adopt for their respective divisions, covering areas such as recruiting, compliance, academics, and championships. Nevertheless, employees at the NCAA national office play a significant role in “support[ing] the member committees that make rules and policies for college sports.”²⁰

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

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

56. The NCAA and its members abide by the NCAA manual, which is amended and promulgated annually and contains the NCAA’s Constitution and Bylaws, which include nearly 500 pages of regulation governing all aspects of college sports. The NCAA’s Constitution and Bylaws were adopted by a vote of the NCAA membership. These Bylaws are not merely technical guidance, but rather mechanisms by which the NCAA exerts control over college athletes’ careers,

¹⁹ NCAA Constitution at 1 (Dec. 14, 2021), https://ncaaorg.s3.amazonaws.com/governance/ncaa/constitution/NCAAGov_Constitution121421.pdf (last visited Aug. 29, 2025).

²⁰ *Overview*, NCAA, <https://www.ncaa.org/sports/2021/2/16/overview> (last visited Aug. 29, 2025).

compensation, and opportunities and the labor and consumer markets for college athletics.

iii. The NCAA's History of Legal Violations

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

58. In 1984, the U.S. Supreme Court in *NCAA v. Board of Regents* affirmed the lower court's finding that the NCAA violated the Sherman Act by limiting the number of televised football games and threatening penalties for schools that pursued competing broadcast agreements.²¹

59. Challenges have arisen in other contexts: in *White v. NCAA*,²² a Central District of California court certified a class of individuals who received athletic-based grant-in-aid scholarships for claims that the NCAA and its member institutions entered into a horizontal agreement to adhere to a cap in their financial aid awards. And in *Law v. NCAA*,²³ the Tenth Circuit affirmed summary judgment and a permanent injunction striking down an NCAA rule limiting entry-level coaches' salaries. Each decision dismantled an artificial restraint and, contrary to NCAA predictions, demand for college sports increased.

60. The NCAA's restrictions on college athlete compensation have also been repeatedly

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

²² No. CV 06-999-RGK, 2006 WL 8066803 (C.D. Cal. Oct. 19, 2006).

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

struck down. In *O'Bannon v. NCAA*,²⁴ the court held that NCAA rules preventing college athletes from sharing in revenue generated from their name, image, and likeness violated Section 1 of the Sherman Act. Subsequent rulings, including the Ninth Circuit's decision in the *In re National Collegiate Athletic Association Athletic Grant-in-Aid Cap Antitrust Litigation*, and affirmed by the Supreme Court in *Alston*, confirmed that certain of the NCAA's compensation rules imposed substantial anticompetitive effects without legitimate procompetitive justification.²⁵

iv. Bylaws and Enforcement

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

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

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

²⁴ 802 F.3d 1049 (9th Cir. 2015).

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

63. As of June 22 or 23, 2026, that is likely to change, with the NCAA granting players the ability to compete in all five seasons during their five years of eligibility that begin on the earlier of their 19th birthday or the date they enroll in college.²⁶

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

65. The NCAA regularly grants waivers to the four seasons of competition limit within the “Five Year Rule” by disregarding a season in which the player competed in at least one intercollegiate game – whether because they played less than four football games, or less than 30% of the season in another sport and then got injured, or for another reason. In fact, its “Committee on Student Reinstatement” has broad discretion to grant any player an additional season of competition by a two-thirds vote “as it deems appropriate.”²⁷

66. But the NCAA declined to issue waivers to Plaintiffs (or any other members of the high school class of 2022) based on the argument that they were treated unfairly compared to all other athletes they competed against over their careers. Plaintiffs all remain within their five-year

²⁶ <https://www.ncaa.org/news/2026/6/5/media-center-di-cabinet-modifies-age-based-eligibility-concept.aspx>; <https://www.ncaa.org/news/2026/5/22/media-center-division-i-cabinet-continues-discussions-of-age-based-collegiate-eligibility-model.aspx>

²⁷ Ex. A at 59, Bylaw “**12.6.1.7 Five-Year Rule Waiver**. The Committee on **Student-Athlete Reinstatement**, or its designated committee, by a two-thirds majority of its members present and voting, may approve waivers of the five-year rule as it deems appropriate.”

eligibility windows for the 2026-27 school year. Under the new rule the NCAA intends to put in place as of June 22 or 23, 2026, they would all be able to compete in 2026-27, but for the NCAA's arbitrary and unfair decision to exclude current seniors from the benefits of the rule change. All other currently enrolled athletes have until July 31, 2026 to pick whether they want to have their eligibility determined under the old rules or new rules – and are entitled to the most favorable of the two. But Plaintiffs (and all other seniors from the high school class of 2022) are denied that option and excluded from competition.

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

- Over a four year period, **James Nnaji** played in 136 professional basketball games on European teams.²⁸ In 2022-23, Nnaji played in 54 professional games across two leagues – nearly double the number of games in a single college basketball season. After that, he was selected as the 31st pick in the 2023 NBA draft and played 11 NBA summer league games. Nnaji is now 21 years old and the NCAA granted him four seasons of eligibility at Baylor beginning with the 2025-26 season.
- **London Johnson** signed a \$1.1 million contract to play in the G League in 2022. After three G League seasons and 84 games played, he applied for a waiver to return to the NCAA in 2025. His waiver was granted one to play for Louisville under the theory that the \$1.1 million represented “actual and necessary living expenses.” The NCAA did not count any of Johnson's G League seasons against his four seasons of competition—even though, in 2022-23 alone, he played 36 games – more than the typical NCAA season. Rather, they said each season only counted against his five year eligibility window, giving him two more seasons to play NCAA basketball.
- **Theirry Darlan** played in fifty-eight G League games over two seasons from 2023-25. The NBA did not count either of those seasons against him, but said his five year clock began to run when he finished the NBA Academy in Africa three years ago, so the NCAA gave him two years of eligibility at Santa Clara beginning this year.
- Likewise, **Abdullah Ahmen** played in thirty-six G League games over two seasons from 2023-25. The NBA did not count either of those seasons against him, but started his five year clock when he finished high school, so the NCAA gave him three years of eligibility at BYU beginning this year.

²⁸ https://en.wikipedia.org/wiki/James_Nnaji.

- The NCAA has treated international players **Thijs De Ridder** (Virginia), **Luka Bogavac** (North Carolina), **Mihailo Petrovic** (Illinois), **Sananda Fru** (Louisville), **Rubén Dominguez** (Texas A&M), **Neoklis Avdalas** (Virginia Tech), **Dame Sarr** (Duke), **Musa Sagnia** (N.C. State), and **Johann Grünloh** (Virginia) the same way: international professional seasons counted against their five-year eligibility clocks, but not as seasons of competition.
- **Ilias Kamardine** played his first professional season in Europe 2021-22, starting his five-year eligibility clock. As a result, the NCAA originally granted him one year of eligibility for 2025-26 at Ole Miss. But then, two months ago, the NCAA granted him another season of eligibility--even though he is beyond his five year eligibility clock.

68. The NCAA claims its eligibility restrictions exist to “move student-athletes toward graduation in a timely manner.”²⁹ Even if Eligibility Bylaws like the Four Seasons and Redshirt Rules loosely track academic pacing, they have no legitimate role in protecting competitive integrity—especially in the wake of the NCAA’s rule change allowing players to transfer an unlimited number of times between schools without sitting out a season. Thus, while Plaintiff does not challenge the NCAA’s authority to define an overall eligibility window, the NCAA goes further—artificially capping the number of seasons of competition within that window and applying the Redshirt Rule inconsistently across sports and without any procompetitive rationale. These restrictions suppress competition and limit college athletes’ economic opportunities.

b. The Redshirt Rule

69. The Redshirt Rule allows college athletes to extend their period of eligibility by sitting out competition for a season while remaining fully enrolled and practicing with their team. Under the NCAA’s Eligibility Bylaws, a college athlete may compete in a limited number of activities without it counting as a full season of eligibility, effectively “redshirting” that year. The

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

rule is supposed to provide flexibility for athletes recovering from injury, adjusting academically, or developing athletically, while preserving the total number of seasons they may compete. In practice, it forces redshirt athletes to fulfill nearly all the benefits of obligations of their teammates: they train with the team, take classes, and participate in meetings, travel, and film study. Many even earn NIL Compensation during a redshirt year, as their status as team members retains some marketable value.

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

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

72. By contrast, Plaintiff and similarly situated college athletes that did not redshirt

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

73. The resulting disparity is stark: two college athletes may spend four years on campus and fully participate in their programs, yet one can preserve eligibility through redshirting and be automatically entitled to a fifth season while the other, by means of stepping on a court or field for a single moment,³⁰ is arbitrarily denied that opportunity and limited to four seasons, unable to fully capitalize on their competitive window. This arbitrary distinction withholds the most valuable portion of a college athlete’s career from some while granting it to others, creating an unequal playing field with significant economic and professional consequences.³¹

74. The Redshirt Rule has been modified for football players, who may compete in up to four regular season games and, as of 2024, postseason contests without losing a year of eligibility.³² No comparable flexibility exists for college athletes in other sports, such as basketball, where even a single moment of competitive play – here, just six minutes – consumes an entire season of eligibility. This selective application underscores the Rule’s arbitrary nature and lack of any procompetitive justification.

75. The application of “medical redshirts” is even more arbitrary. To receive a medical

³⁰ Or, for football, playing a snap in more than four regular season games.

³¹ “Such [changed market] realities now include...seemingly prevalent participation by older, non-JUCO players on Division I football teams through pathways like...redshirting.” *Pavia v. NCAA*, No. 24-6153, slip op. at 17 (6th Cir. Oct. 1, 2025) (Hermandorfer, J., concurring) (citing Thapar, J., concurring, slip op. at 13; *Fourquarean*, 143 F.4th at 864).

³² See Ex. 1, 2025-26 NCAA Division I Manual, Bylaw 12.6.3.1.6, at 50 (2025).

redshirt in a sport other than football, a player must play in less than 30% of his/her school's games, suffer a season-ending injury, and not play a game within the second half of the season.³³ In other words, a player who plays a minimal amount of minutes his coach's discretion loses a year of eligibility even though he played in less than 30% of his team's total games.

76. And, as of June 22 or 23, 2026, redshirts will no longer exist—every athlete will be entitled to five years of competition. Unless, like plaintiffs, an athlete had the misfortune to graduate high school in 2021 or 2022.

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

78. With the advent of NIL earnings and revenue sharing, the Redshirt Rule functions as an unreasonable restraint of trade—particularly with respect to the arbitrary nature of medical redshirts. It forecloses opportunities for some college athletes while selectively extending them to others.

79. So long as college athletes remain within the NCAA's five-year eligibility window, they should not be arbitrarily barred from competing in seasons for which they are physically, academically, and competitively prepared. By inserting such a barrier, the NCAA restricts fair competition, depresses college athlete compensation, and entrenches its cartel power in violation of the OCSIPA. Athletes have five years to practice and five years to graduate. They should have

³³ *Id.* at p. 54, Bylaw 12.6.4.2.

five years to play. And the right to those five years should not be arbitrarily eliminated just because they graduated high school in 2022.

c. The Transfer Portal

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

81. Prior to this year, a graduating senior could enter the Portal at any point in time, but this year the NCAA changed the rules to require graduates to enter during a specific window for their sport. For the 2026-27 academic year, the women’s basketball Portal closed on April 20, 2026 and the men’s basketball Portal closed on April 21, 2026. Players who did not enter the Portal by that date have lost the ability to transfer to a new program for the 2026-27 season. Of course, as of April 2026, the NCAA had yet to pass the Five-for-Five rule, granting all players a fifth year of eligibility. As a result, few of the Plaintiffs entered the Transfer Portal in advance of the May 2026 deadline because, based on the NCAA’s published eligibility rules, they would not be eligible to play NCAA Division I basketball in the 2026-27 season (because they had already completed four seasons of competition).

82. While some Plaintiffs may elect to stay with their current schools for next years, others have graduated and desire to pursue their fifth year of eligibility elsewhere. An order

restoring Plaintiffs' eligibility without also waiving the requirement that they enter the Transfer Portal would, for those Plaintiffs, be a remedy in name only. Equity requires that Plaintiffs not be penalized for failing to take a step that would have been futile at the time.

B. The Application of the Eligibility Restraints to Plaintiffs

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

84. Each of the Plaintiffs began playing college basketball in the 2022-23 season. They each began school no later than the first academic year after their 19th birthday. They have each played no more than four years of college basketball. Under the new rule the NCAA intends to put into effect in August, they would each be eligible to play in the 2026-27 season but for the NCAA's unfair and arbitrary decision to intentionally exclude their entire class from the benefits of the rule change. Except for those 2022 high school graduates who redshirted, each of who will get to play in the 2026-27 season. And those 2022 high school graduates who played at least one year of professional basketball before going to college (or in the middle of their collegiate career), each of them get to play in the 2026-27 season too.

85. Because of the NCAA's Four Seasons and Redshirt Rules, Plaintiffs' ability to compete and fully capitalize on NIL opportunities for next year have been and continue to be restricted. These rules have directly limited their athletic participation, ability to compete, leadership potential, and economic opportunities causing ongoing competitive and economic harm.

VII. CAUSES OF ACTION

COUNT 1: BREACH OF THE CONTRACT WITH RESPECT TO THE NCAA BYLAWS

86. Plaintiff repeats and realleges each allegation set forth in the preceding paragraphs as if fully restated herein.

87. Plaintiffs are intended third-party beneficiaries of the membership agreement between the NCAA and its member institutions, which incorporates the NCAA's Bylaws as set forth in the NCAA Division I Manual (the "Manual"). Under Ohio law, every contract carries an implied covenant of good faith and fair dealing that prohibits a party from acting in a manner that destroys or injures the right of the other party to receive the benefit of the contract. The NCAA has breached that covenant (and the Bylaws as a whole) through three independent, but related, courses of conduct rooted in specific provisions of the Manual itself.

88. **Breach One: The NCAA Violated Its Own Express Textual Commitments to Fairness.** The NCAA's own Constitution — incorporated by reference into the membership agreement — contains express, operative commitments to fairness that are not aspirational preamble but binding obligations on the Association. Article 1-C of the Constitution states that all individuals associated with intercollegiate athletics programs "should adhere to such fundamental values as respect, fairness, civility, honesty, responsibility, academic integrity, [and] ethical conduct." Article 1-D further requires that intercollegiate athletics programs be conducted "in a manner designed to protect, support and enhance the physical and mental health and safety of student-athletes," and expressly mandates that "coaches and administrators exhibit fairness, openness and honesty in their relationship with student-athletes." The NCAA breached these textual commitments. Plaintiffs spent four years competing against athletes who received an extra year of competition through COVID-era waivers. The NCAA then made the fifth season of

competition permanent — but carved out the class of 2022, a class bearing the full burden of those COVID-era waivers throughout their careers. That outcome is neither fair, nor open, nor honest. It is the precise antithesis of the fairness the NCAA’s own governing document promises.

89. **Breach Two: The NCAA Refused in Bad Faith to Exercise Discretionary Waiver Authority Expressly Granted in the Bylaws.** The Manual does not merely permit the NCAA to remedy inequities like those faced by Plaintiffs — it expressly authorizes the Committee on Student-Athlete Reinstatement to do so. Bylaw 12.6.6 provides that a student-athlete “may be granted an additional season of competition by the Committee on Student-Athlete Reinstatement” due to “other extenuating circumstances,” and states explicitly that “[i]n cases in which a student-athlete does not meet the criteria of this waiver, the Committee on Student-Athlete Reinstatement shall have authority to review and grant a waiver based on additional documented extenuating circumstances.” Bylaw 12.6.1.7.1.3 likewise reserves to the Committee the right to review requests for “circumstances of extraordinary or extreme hardship.” These provisions vest the Committee with broad, affirmative discretionary authority — authority grounded in the contract itself. The covenant of good faith and fair dealing requires that such discretion be exercised honestly and consistently. Instead, the NCAA exercised that discretion in an arbitrary and bad-faith manner: it granted substantive relief to former professional players — men who played 36, 54, and even 84 paid professional games — while denying identical relief to all athletes who played minimal minutes as freshmen and/or exceeded the number of games allowed for a medical redshirt. The refusal to exercise available waiver authority to remedy a documented, class-wide inequity, while simultaneously exercising that same authority generously in favor of former professionals, is not a good-faith application of the Bylaws. It is a selective and pretextual denial of the very discretion the contract grants.

90. **Breach Three: The NCAA Applied Its Own Bylaw Framework Inconsistently, Denying Plaintiffs the Benefit They Were Owed.** The Manual establishes a specific, proportional framework for handling pre-enrollment competition. Under Bylaw 12.6.3.2.1, a student-athlete who participates in organized competition before enrolling in college is charged with seasons of competition on a proportional basis — calculated as the number of contests participated in as a percentage of the maximum permissible contests in the sport. That framework reflects a deliberate policy judgment: the degree to which pre-enrollment competition counts should be proportional to its extent. Yet the NCAA abandoned that framework entirely when it came to former professional players. Players who competed in dozens — and in some cases over one hundred — paid professional games before enrolling were charged with zero seasons of competition. Meanwhile, the NCAA applied the most punishing possible interpretation to Plaintiffs: a single minute of play, in a single game, at an uncompensated level, consumed a full season of eligibility. This internal inconsistency — zero seasons charged for 84 professional games; one full season charged for six unpaid minutes — is not a principled application of the Manual’s framework. It is a departure from the NCAA’s own operative rules, applied selectively to deny Plaintiffs the competitive opportunity the contract promised them. The covenant of good faith and fair dealing prohibits exactly this: using the contract’s machinery against the very beneficiaries it was designed to protect.

91. The NCAA has also allowed more than a dozen former professional basketball players to compete in NCAA Division I basketball without counting any of their professional seasons against the four seasons of competition limit, effectively granting them a waiver allowing a fifth season of competitive basketball at an NCAA school while denying Plaintiffs the same opportunity. Incredibly, while the NCAA does not count a fifty-game season of professional

basketball as a year of competition, it does count: (1) an uncompensated season at a junior college not governed by NCAA rules; and (2) an inconsequential number of minutes played as a freshman at an NCAA school, such as AK Okereke, a former Vanderbilt basketball player who started his career as a walk-on at Cornell University, where he played six minutes over the course of an entire season.

92. The NCAA is also in the process of a rule change which has the same effect as granting a waiver to every athlete from the high school graduating classes of 2023, 2024, and 2025 to allow each of them a fifth year of competition. Of athletes enrolled in college over the last four years, only the high school graduating class of 2022 is excluded.

93. The NCAA also breached the covenant of good faith and fair dealing by denying Plaintiffs the financial benefits to which their eligibility status entitles them under the Manual. Bylaw 16.13.1.1, adopted effective July 1, 2025, expressly ties the right to receive direct institutional payments and benefits to a student-athlete's "period of eligibility to participate in intercollegiate athletics (see Bylaw 12.6)." Under the *House v. NCAA* settlement, Division I schools are now authorized to make direct cash payments of up to \$20.5 million annually to their student-athletes. By arbitrarily truncating Plaintiffs' eligibility, the NCAA has not merely denied them playing time — it has denied them a concrete financial entitlement that the Manual itself conditions on active eligibility status. This is not a prospective rule change that Plaintiffs cannot challenge. It is the NCAA using the eligibility rules as a mechanism to deprive Plaintiffs of a benefit the contract already promises to those with remaining eligibility.

94. After claiming for years that it would never allow former professional players to play the same sport in college, the NCAA recently decided to allow former G League and European professional basketball players to return to college without losing a year of eligibility for every

professional season played. The NCAA acted in violation of its obligations of good faith and fair dealing under Ohio law by exercising its broad discretionary waiver authority to benefit former professional players while refusing to extend that same discretion to Plaintiffs, who played far fewer and far less remunerative games and who remain within their five-year eligibility windows.

95. Overall, the NCAA has shown a consistent pattern of applying its Bylaws in a manner that prioritizes the interests of former professional players — particularly foreign professional players — over the interests of American college players like Plaintiffs. The NCAA has no principled basis for counting an uncompensated junior college season, or six minutes of freshman play, as a full season of competition while simultaneously counting zero professional seasons for players who competed in dozens of paid games. That disparity is not the product of a neutral rule faithfully applied. It is the product of selective, bad-faith administration of discretionary authority that the Manual vests in the NCAA's committees — authority that those committees have exercised against Plaintiffs and in favor of everyone around them.

96. As intended third-party beneficiaries of the NCAA's Bylaws and Constitution, Plaintiffs have standing to pursue a claim for violation of the covenant of good faith and fair dealing. The NCAA's own governing document — not merely general equitable principles — promised Plaintiffs fair treatment, authorized relief for their circumstances, and established a proportional framework for evaluating their eligibility. The NCAA breached each of those commitments.

COUNT 2: VIOLATION OF THE OHIO CONSUMER SALES PRACTICES ACT (OHIO REV. CODE ANN. § 1345.01, ET SEQ.)

97. Plaintiff repeats and realleges each allegation set forth in the preceding paragraphs as if fully restated herein.

98. The purpose of the Ohio Consumer Sales Practices Act (Ohio Rev. Code Ann. § 1345.01, *et seq.*) (“OCSPA”) is to protect consumers from unfair, deceptive, or unconscionable acts or practices by suppliers in consumer transactions. A “consumer transaction” includes the sale, lease, or transfer of goods or services to an individual for personal, family, or household purposes. Ohio Rev. Code Ann. § 1345.01(A). A “supplier” includes any seller engaged in the business of effecting consumer transactions. Ohio Rev. Code Ann. § 1345.01(C). Plaintiffs are consumers who acquired athletic scholarships and educational services from NCAA member schools in exchange for their athletic participation, and the NCAA and its member institutions are suppliers within the meaning of the statute.

99. Ohio Rev. Code Ann. § 1345.02(A) prohibits suppliers from committing unfair or deceptive acts or practices in connection with a consumer transaction. Here, Plaintiffs are concerned with unfair acts of the NCAA. Specifically, the NCAA has repeatedly and consistently told athletes that college athletics is only for “amateurs” and that a former professional athlete cannot return to college to play the same sport he or she played as a professional. But over the past year, the NCAA has allowed numerous former professional basketball players to return to college and play NCAA basketball without counting their professional seasons against their four seasons of competition under NCAA rules.

100. In addition to their general violation of the OCSPA through “unfair” conduct, the NCAA also committed deceptive acts prohibited by the Ohio Consumer Sales Practices Act. First, it violated Ohio Rev. Code Ann. § 1345.02(B)(1) by representing that a consumer transaction confers or involves rights, remedies, or obligations which it does not have or involve. Specifically, the NCAA represented to Plaintiffs that their acceptance of an athletic scholarship from an NCAA school included an obligation to refrain from playing professional basketball, else they would lose

their eligibility to continue playing at the NCAA level. As demonstrated by its rulings as to former professional basketball players this year, that representation was false.

101. Second, the NCAA violated Ohio Rev. Code Ann. § 1345.02(B)(10) by misrepresenting that the subject of a consumer transaction has been supplied in accordance with a previous representation. Specifically, the NCAA has routinely advertised the concept of “amateurism” as prohibiting former professional athletes from returning to college. Even today, the NCAA routinely argues in Court that its eligibility rules are necessary to preserve the “amateurism” of college sports. Accordingly, it has represented that scholarships to NCAA schools are only available to amateurs who have never played professionally. As demonstrated by the NCAA’s rulings on eligibility for former professional athletes in the last year, that representation was false.

102. Pursuant to Ohio Rev. Code Ann. § 1345.09(B), the Court may grant injunctive relief to prevent and remedy violations of the OCSPA, and may award actual damages, rescission, or such equitable relief as the Court deems necessary. Plaintiffs ask the Court to enter an order restoring their lost year of competition and are likely to prevail on this claim. The OCSPA’s private right of action provides an independent basis for injunctive relief in this case.

COUNT 3: PROMISSORY ESTOPPEL

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

104. Promissory estoppel applies where: (1) a party makes a promise that it should reasonably expect to induce action or forbearance by another; (2) the promise does in fact induce such action or forbearance; and (3) injustice can only be avoided by enforcement of the promise. The NCAA made multiple definite and specific promises to Plaintiffs — and to all prospective

student-athletes of their generation — upon which Plaintiffs reasonably and detrimentally relied. This Count is pled strictly in the alternative to Count I in the event the Court determines that there are no provisions of the Bylaws that the athletes have standing to enforce on this issue.

105. **The Amateurism Promise.** For decades, the NCAA consistently and publicly represented to prospective student-athletes that competing professionally in a sport would permanently foreclose their ability to return to that sport at the collegiate level. This representation was not casual or ambiguous. It was a cornerstone of the NCAA's recruiting framework, embedded in its eligibility rules, publicized through its member institutions' coaches and compliance officers, and communicated directly to Plaintiffs and their families during the recruiting process. The NCAA knew, and intended, that these representations would cause prospective student-athletes to make binding decisions about whether to pursue professional opportunities or instead enroll in college. Each Plaintiff made exactly that decision — choosing to enroll in college and forgo any professional opportunities — in direct reliance on the NCAA's repeated representations that amateur status was a prerequisite for collegiate participation. The NCAA has now reversed that position entirely, allowing former G League and European professional players who earned substantial compensation to return to college and compete without penalty. Having induced Plaintiffs' reliance on the opposite promise, the NCAA cannot now apply a rule it has abandoned for everyone else while using it to extinguish Plaintiffs' remaining eligibility.

106. **The Eligibility Framework Promise.** The NCAA further represented to Plaintiffs — through its published Bylaws, its member institutions' coaches and compliance officers, and the NCAA Eligibility Center — that the eligibility rules applicable to them would be administered consistently and in accordance with the Manual's written framework. Specifically, Plaintiffs were told that their seasons of competition would be counted according to the established rules, that the

Reinstatement Committee had discretion to grant relief for extenuating circumstances, and that the NCAA's eligibility system was designed to provide a fair and level playing field. Each Plaintiff enrolled in an NCAA institution, accepted scholarship obligations, complied with all NCAA rules, and structured their entire collegiate careers — including decisions about where to transfer, whether to seek professional opportunities, and how to preserve their academic eligibility — in reliance on those representations. The NCAA is now applying its eligibility rules in a manner that contradicts its own framework: granting extenuating circumstances relief to some athletes while categorically denying it to Plaintiffs under identical or less compelling facts.

107. **The Level Playing Field Promise.** The NCAA also represented to each Plaintiff, through its Constitution and the public statements of its officers, that the Association is "dedicated to the well-being and lifelong success of college athletes" and committed to providing student-athletes "the opportunity to participate in sports and compete as a vital, co-curricular part of their educational experience." Plaintiffs enrolled, competed, transferred when necessary, and exhausted four seasons of competition based on the reasonable expectation that the NCAA would honor this commitment and not arbitrarily deny them the competitive opportunity available to every class before and after them. Instead, the NCAA has singled out the class of 2022 — the one class still in school that bore the full burden of the COVID-era waivers without receiving their benefit — as the sole class of current athletes excluded from the permanent five-seasons rule.

108. Each of these promises was definite and specific. Each was made by the NCAA knowing that prospective student-athletes like Plaintiffs would rely on them in making irreversible decisions about their athletic and academic careers. Each induced substantial and detrimental action or forbearance: Plaintiffs enrolled in college rather than pursuing professional options, accepted scholarship terms rather than negotiating professional contracts, expended four years of

athletic effort and academic progress, and forewent alternative career paths, all in reliance on the NCAA's representations about how their eligibility would be treated.

109. The resulting harm is concrete and substantial. Plaintiffs have been denied a fifth season of competition, denied the revenue-sharing and NIL earnings associated with that season, denied the professional exposure and development opportunities that a final collegiate season provides, and denied any return on the professional forbearance they undertook in reliance on the NCAA's promises. No other remedy adequately compensates this harm. Enforcement of the NCAA's promises through injunctive relief — specifically, requiring the NCAA to recognize Plaintiffs' eligibility for the 2026-27 season — is the only means by which injustice can be avoided. Accordingly, Plaintiffs are entitled to a preliminary injunction, and permanent injunction requiring the NCAA to recognize their eligibility for the 2026-27 academic year, and to enjoin enforcement of the Rule of Restitution against Plaintiffs and any institution that competes with or against them.

REQUEST FOR IMMEDIATE INJUNCTIVE RELIEF

110. As set forth above, Plaintiffs are likely to succeed on the merits of their claims. However, if the Court does not grant a temporary injunction in this action, Plaintiffs will suffer substantial immediate and irreparable harm, as NCAA schools are finalizing their rosters and players must report to school in early July 2026 for summer practice. If Plaintiffs do not receive relief in the near future, schools considering them will recruit other players and fill their potential position/roster spots and receive the revenue sharing and NIL the schools would have otherwise have reserved for them, eliminating their opportunity to compete and earn NIL Compensation next season.

111. To this end, if the Court did not grant a temporary injunction, Plaintiffs would be denied the opportunity this basketball season to gain the attention and acclaim that can only be

obtained playing for a Division I basketball team; to take advantage of NIL deals they may be offered; and, to increase their chances of earning contract to play professional basketball following the 2026-27 season.

112. Despite the obvious and immediate harm that Plaintiffs would suffer if not granted the requested waivers, the NCAA has refused to grant them waivers of the Five-Year Rule.

113. In addition to Plaintiffs' likely success on the merits and irreparable harm, the injunction is in the public interest as it evens the playing field for college athletes against arbitrary NCAA restrictions and will not cause any harm to the NCAA or others.

114. If the Court grants Plaintiffs injunctive relief, it must also address NCAA Bylaw 12.11.4.2, commonly known as the "Rule of Restitution," which provides:

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 . . .

NCAA Bylaw 12.11.4.2. Potential punishments under the Rule of Restitution include vacating wins, postseason bans, return of television revenue, and financial penalties, among others. *Id.* To make a temporary restraining order and temporary injunction meaningful in this case, Plaintiffs respectfully request that the Court enjoin the NCAA's application of the Rule of Restitution against Plaintiffs, any college for which they choose to play in 2026-27, and any other NCAA college which competes against them in basketball.

115. Plaintiff respectfully requests that this Court not require security prior to issuing a temporary restraining order or temporary injunction in this case. Should this court issue initial injunctive relief, Defendant will not suffer financial burden in compliance with such injunctive

relief because the requested injunctive relief does not require any affirmative steps on the part of Defendant. Rather, it would prevent Defendant from enforcing its eligibility limitation bylaws as to Plaintiffs and enforcing the Rule of Restitution against Plaintiffs or any member institutions connected to them. Plaintiffs ask that the Court follow the lead of the United States District Court for the Northern District of West Virginia and United States District Court for the Southern District of Ohio and not require any security because the NCAA will not suffer financial burden in compliance with the requested injunctive relief.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully requests that the Court enter judgment in his favor and grant them relief as follows:

1. Adjudge and decree that Defendant's decision to allow all basketball players that Plaintiffs competed against from the high school graduating classes of 2017, 2018, 2019, 2020, 2023, 2024, and 2025 to compete for five seasons, while refusing to allow Plaintiffs the same opportunity violates the covenant of good faith and fair dealing under Ohio law;
2. Adjudge and decree that Defendant's decision to allow former professional basketball players that graduated high school in 2022 to compete in the 2026-27 collegiate season while refusing to allow Plaintiffs the same opportunity violates the covenant of good faith and fair dealing under Ohio law (or that the NCAA is estopped from denying Plaintiffs the same opportunity under the doctrine of promissory estoppel);
3. Adjudge and decree that Defendant violated the Ohio Consumer Sales Practices Act by reversing its prior advertising and allowing former professional basketball players to play NCAA Division I basketball without allowing Plaintiffs to also play in the 2026-27 season;
4. Enter a temporary injunction and permanent injunction, in a form that the Court deems just and proper, enjoining Defendant from continuing to violate Ohio law by enforcing NCAA Bylaw 12.6 as to Plaintiffs to prevent them from playing college basketball in the 2026-27 season;
5. Enter a temporary injunction and permanent injunction, in a form that the Court deems just and proper, enjoining Defendant from preventing each Plaintiff from playing for any NCAA Division I school because they did not enter the NCAA Transfer Portal;

6. Enter a temporary injunction and permanent injunction, in a form that the Court deems just and proper, enjoining Defendant from enforcing the Rule of Restitution against Plaintiffs, any college for which Plaintiffs chooses to play in 2026-27, and any other NCAA college which competes against Plaintiffs in basketball;
7. Award Plaintiffs their costs, including reasonable attorneys' fees; and
8. Order any other relief that this Court deems just and proper.

Respectfully submitted,

/s/ Charles M. Rittgers

Ryan Downton (*Pro Hac* Pending)

Texas Bar No. 24036500

The Texas Trial Group

500 PR-693, Ste. 30

Dorado, PR 00646*

Phone: 512-680-7947

Ryan@TheTexasTrialGroup.com

*Ryan Downton is licensed in Texas, not Puerto Rico

and

Charles M. Rittgers (86567)

RITTGERS RITTGERS & NAKAJIMA

3734 Eastern Avenue

Cincinnati, OH 45226

Phone: (513) 932-7375|

Fax: (513) 982-8074

Email: Charlie@Rittgers.com