

No. 07-26-00300-CV

**IN THE COURT OF APPEALS FOR THE
SEVENTH DISTRICT OF TEXAS AT AMARILLO**

NATIONAL COLLEGIATE ATHLETIC ASSOCIATION,

Appellant,

v.

BRENDAN SORSBY,

Appellee.

**From the 99th District Court, Lubbock County, Texas,
Cause No. DC-2026-CV-0791, Hon. Ken Curry**

APPELLANT’S OPPOSED EMERGENCY MOTION TO STAY

TO THE HONORABLE COURT OF APPEALS:

This Court may stay a trial court’s order pending appeal when “necessary to preserve the parties’ rights until disposition of the appeal.” TEX. R. APP. P. 29.3. Such a stay is needed here. The trial court’s temporary injunction sweeps beyond anything Texas law permits. It undermines the integrity of college sports, rewrites member-adopted rules of the National Collegiate Athletic Association, immunizes Brendan Sorsby from discipline for admitted and serial violations of NCAA anti-gambling rules, incentivizes a run on courthouses across the country to challenge even the most obvious and straightforward student-athlete eligibility decisions, and demolishes the status quo. For these reasons, as discussed below, a stay is needed.

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Summary of Reasons to Grant Relief

The trial court ordered the NCAA to allow Texas Tech quarterback Brendan Sorsby to play in the upcoming college football season after he admittedly placed more than 9,000 sports bets over four years at three different schools. He bet on his own team. He bet in Texas, where sports wagering is a crime. He bet through third parties to avoid detection. And he bet knowing it violated the NCAA's long-standing rules. The trial court's mandatory injunction commanding Sorsby's reinstatement despite these undisputed facts is a sweeping judicial overreach. It overrides NCAA member-adopted rules, defies the considered judgment of NCAA staff and member institutions, and bypasses the NCAA's robust, guidelines-based review process.

The harm this causes the NCAA and its members is structural and immediate. The injunction obliterates the status quo. It destabilizes nationwide policies that protect competitive integrity. It sows chaos among member institutions, some of whom face an impossible choice: either compete against Texas Tech and face a court-orchestrated competitive imbalance, or protect the integrity of college sports by declining to do so. It invites others across the country to challenge NCAA decisions in court—as shown by recent rulings that are already citing this case as precedent. And it teaches all athletes that when you break the rules and receive discipline, the solution is not to take responsibility, but to find a different umpire.

An immediate stay is needed to remedy these harms and restore the pre-litigation status quo under which Sorsby, by his own and Texas Tech's admissions, is ineligible to play college football.

The facts are undisputed. Sorsby's conduct included (1) making 9,000+ sports wagers over four years at three schools; (2) betting on his own team; (3) using third-party accounts to evade detection; (4) directing others to place bets on his behalf; (5) continuing to wager after he moved to Texas, where sports betting is illegal; and (6) gambling despite receiving sports-wagering-rules education multiple times.

Also undisputed is that, with each bet he placed, Sorsby violated NCAA rules adopted by hundreds of colleges and universities that apply to more than 500,000 student-athletes across the country. Sorsby has not challenged those rules, which a super-majority of Division I NCAA member institutions (including Texas Tech) voted to reaffirm just six months ago. Everyone also acknowledges that Sorsby's violations render him ineligible for further intercollegiate sports competition—indeed, Texas Tech itself declared him ineligible. And because Sorsby bet on his own team, this loss of eligibility is presumptively permanent (though he could remain a student at Texas Tech and the school could keep him on the team if it chose). The only question is whether a court may compel the NCAA to allow Sorsby to compete. The answer is no.

The NCAA applied its reinstatement rules exactly as written, with NCAA staff following the member-adopted guidelines at every step, providing ample opportunity for Sorsby and Texas Tech to be heard. This process was procedurally rigorous and substantively thorough. The NCAA's reinstatement staff considered the full range of circumstances Texas Tech presented, including Sorsby's gambling-disorder diagnosis and enrollment in a treatment program. Staff weighed those factors against the undisputed facts of his conduct, which involved significant integrity concerns and substantial culpability, and ultimately declined reinstatement. This conclusion was upheld after independent review by the NCAA's appeal body—which is composed of representatives from member institutions. That this outcome may seem severe does not mean it was unreasonable, much less unlawful.

The trial court overrode all of that. It ordered that Sorsby may compete as though he is eligible, and it set a trial date in February 2027, *after* the College Football Playoff National Championship Game. The trial court thus ensured that before any trial begins, the season will be over, the “temporary” relief will have become permanent, and this lawsuit will have delivered to Sorsby everything he sought.

It did not stop there. The trial court also broadly enjoined the NCAA from enforcing a bylaw known as the Rule of Restitution against “Texas Tech, any affiliate of Texas Tech, any university that competes against Texas Tech during the 2026

college football season, or any affiliate of any such university.” This reaches beyond the parties and claims in this case and preemptively immunizes entire institutions and countless athletes from a rule that NCAA members adopted to allow retroactive consequences if an ineligible athlete competes under a court order that is later found to be improper. By enjoining the Rule of Restitution, the trial court did not merely let Sorsby play, it declared that the NCAA should be stripped of the power to undo competitive harm if the injunction is vacated or reversed. This is a rare and raw form of judicial overreach: it grants sweeping prejudgment enforcement, with a built-in mechanism intended to create appellate-proof relief.

And the overreach continued. The trial court unilaterally imposed a two-game suspension as a condition of the injunction. That sanction is not in any NCAA rule or Texas precedent. It was Sorsby’s *rejected* settlement proposal. The trial court thus converted a settlement offer into a mandatory injunction. In doing so, it replaced the NCAA’s rules with its own notions of fairness.

That is not how temporary injunctions work. A temporary injunction preserves the status quo until a trial on the merits. And when an injunction compels affirmative action, as this one does, the threshold for such relief is even more demanding: the applicant must make a clear and compelling presentation of extreme necessity or hardship. The trial court failed to comply with these standards.

The trial court’s proper role here was clear-cut. For nearly a century, Texas law has recognized and applied a “non-intervention doctrine,” under which courts will not exercise jurisdiction over claims concerning the internal management of a voluntary association. Judicial interference is permissible only if an association’s actions are illegal, against public policy, arbitrary, or capricious—such as a complete denial of due process. None of that applies here. The NCAA’s gambling prohibition is not illegal: Texas *criminalizes* sports betting. It is not against public policy: every major American sports league has a similar rule. And it is not arbitrary or capricious: the NCAA applied its long-standing rule consistent with published guidelines, to an athlete who concedes making more than 9,000 wagers at three institutions, including bets on his own team. The trial court may disagree with the NCAA’s rule or its penalty for an athlete who knowingly violated the rules. But such disagreement is not a license to rewrite those rules and displace the NCAA’s decision. The non-intervention doctrine alone is a fatal legal barrier to each of Sorsby’s claims.

Sorsby also has no legal basis for relief on the merits. The trial court’s order did not articulate a valid merits theory—nor could it. Sorsby’s claims revolve around a purported contract, but he lacks standing to sue on that contract: He is not a party to the NCAA Division I Manual. And even if he could meet the demanding standard for third-party beneficiary status (he cannot), he would have no right to relief greater

than Texas Tech itself. Texas Tech has already received everything it could claim: the right to pursue reinstatement and to appeal from an adverse decision. These points are independently fatal to Sorsby's central contract claim.

* * *

The Texas Supreme Court has repeatedly “reminded the lower courts that judicial intervention in student athletic disputes often does more harm than good.” *NCAA v. Yeo*, 171 S.W.3d 863, 870 (Tex. 2005) (cleaned up). Texas judges, the court observed, “are not ‘super referees.’” *Id.* (citation omitted). The trial court here failed to heed this instruction and instead assumed the role of nationwide arbiter for the policy of a private, member-governed association.

The NCAA requests that this Court stay the temporary injunction pending resolution of this appeal. To minimize the burden on all parties, the NCAA simultaneously proposes an expedited briefing schedule designed to resolve this appeal before the college football season begins. The trial court lacked legal authority to issue the injunction; the NCAA is likely to prevail on the merits; it will suffer irreparable harm absent a stay; and the balance of equities and the public interest favor a stay. The Court should therefore grant a stay of the temporary injunction.

Background

A. The NCAA—a voluntary membership association—has long forbidden sports gambling by student-athletes.

The NCAA is a voluntary membership association of colleges and universities that have come together to establish rules for college sports. 2CR:1490, Affidavit of Jerry Vaughn (“Vaughn Aff.”) ¶ 4. These rules are set by the membership, for the membership. *Id.* ¶ 7.

This case centers on the NCAA’s rules on sports wagering. NCAA Bylaw 10.3 bars student-athletes from “knowingly participat[ing] in sports wagering activities or provid[ing] information to individuals involved in or associated with any type of sports wagering activities concerning intercollegiate, amateur or professional athletics competition.” 1CR:103, 2025–26 NCAA Div. I Manual (“NCAA Manual”), Bylaw 10.3; 2CR:1490–91, Vaughn Aff. ¶¶ 8–9. The rule has no exceptions based on the type of wager, the amount wagered, whether the wager involves a student-athlete’s own team, whether student-athletes bet for or against their own team (or players on their team), or a student-athlete’s role on the team or the active roster when the wager was placed. *See* 1CR:103–104, NCAA Manual, Bylaw 10.3.1; 2CR:1491, Vaughn Aff. ¶¶ 10–11. These bright-line rules are not an outlier—every major American sports league prohibits athletes from any form of wagering on league contests. 2CR:1494, Vaughn Aff. ¶ 18.

In recent years, the NCAA’s membership considered a proposal to relax the ban on betting outside the college sports context (but maintain prohibitions on wagering on intercollegiate athletics). 2CR:1499, Vaughn Aff. ¶ 41. The members rejected that proposal, with more than two-thirds of Division I schools, including Texas Tech, voting to maintain Bylaw 10.3’s broad prohibition. *Id.* ¶¶ 42–43.

B. Sorsby *admitted* to serial violations of the NCAA’s gambling rules throughout his collegiate career.

Sorsby enrolled at Indiana University in summer 2022 and was a member of the football program during the 2022 and 2023 seasons. 2CR:1594, 1598; 2CR:1602, Stipulated Facts ¶ 1. While on Indiana’s team, Sorsby placed thousands of sports wagers. 2CR:1602–03, Stipulated Facts ¶¶ 8, 8(a); 2CR:1500, Vaughn Aff. ¶ 48. His wagers included (1) at least 40 wagers on the Indiana football team, including on the performance of individual team members, (2) at least 50 wagers on Indiana men’s basketball, and (3) approximately 300 bets on college football games unrelated to Indiana. 2CR:1602–03, Stipulated Facts ¶¶ 8(a)–(c); 2CR:1499–1500, Vaughn Aff. ¶¶ 45, 49. These wagers included betting on the performance of players competing against Indiana’s basketball team. 2CR:1603, Stipulated Facts ¶ 12 n.1.

Sorsby transferred to the University of Cincinnati after the 2023 season. 2CR:1602, Stipulated Facts ¶ 1; 2CR:1607. His wagering only intensified after that. He also began relying more heavily on other individuals to place wagers. 2CR:1500,

Vaughn Aff. ¶ 46 (describing the use of “third-party accounts not in the student-athlete’s name to place wagers”). From January 7, 2024, through September 30, 2024, Sorsby placed at least 165 bets totaling at least \$38,000. 2CR:1604, Stipulated Facts ¶ 16; 2CR:1501, Vaughn Aff. ¶ 51.

The pattern continued after he transferred to Texas Tech in January 2026. 2CR:1602, 1611. Online sports betting is illegal in Texas. *See* TEX. PENAL CODE §§ 47.01(1), 47.02(a)(1). Thus, Sorsby sent money through Venmo or Zelle to individuals who placed bets on his behalf using prediction applications such as Underdog, PrizePicks, and Chalkboard. 2CR:1604, Stipulated Facts ¶ 20; 2CR:1501, Vaughn Aff. ¶ 52. Sorsby’s bets at this point were reported by him as being solely on professional sports (MLB, NFL, NBA). 2CR:1604–05, Stipulated Facts ¶¶ 20–21; *see* 2CR:1501, Vaughn Aff. ¶ 52. But he had acknowledged in writing, the same month he transferred to Texas Tech, that he understood the NCAA’s sports wagering prohibition, and that prohibition expressly encompasses professional sports. 2CR:1611 (stating that the prohibition “includes all sports sponsored by the NCAA (amateur, college, professional)”); 2CR:1613–58, NCAA SAR Submission.

In total, Sorsby admits that the known impermissible wagers attributed to him across all three institutions amount to at least \$90,000. 2CR:1602, Stipulated Facts ¶ 3; 2CR:1499, Vaughn Aff. ¶ 44. Each wager indisputably violated Bylaw 10.3.

1CR:103, NCAA Manual, Bylaw 10.3; 2CR:1490–91, Vaughn Aff. ¶¶ 8–11. Many of his early wagers warrant permanent ineligibility across all sports under the NCAA’s Division I Student-Athlete Reinstatement Guidelines (“SAR Guidelines”).

C. Under the NCAA’s Bylaws, the baseline consequence for Sorsby’s conduct is permanent ineligibility to compete.

The SAR Guidelines establish eligibility consequences for specific categories of Bylaw 10.3 violations. 2CR:1563–64. For any student-athlete “who participates in any sports wagering activity involving the student-athlete’s own team at their institution,” the baseline consequence under the SAR Guidelines is a “permanent loss of eligibility in all sports.” *Id.* ¶ 2(1); 2CR:1498–97, Vaughn Aff. ¶ 31. For wagering on another sport at the student-athlete’s school, the baseline consequence is sports wagering education and losing one season of competition. 2CR:1563, SAR Guidelines ¶ 2(2). The Guidelines set additional penalties for other sports wagering, including bets on one’s own sport at another collegiate institution or on non-collegiate sports. 2CR:1565, SAR Guidelines ¶ 2(4); 2CR:1496, Vaughn Aff. ¶ 31.

The SAR Committee considers the facts and circumstances of each individual case, including claimed mental health conditions. 2CR:1497, Vaughn Aff. ¶ 32. In applying the member-adopted guidelines, the committee considers individual athlete well-being along with the “general student-athlete body” and “the integrity of the Association’s values.” 2CR:1540, NCAA DI Reinstatement Guidelines at 1.

D. As the NCAA investigated Sorsby’s gambling, Texas Tech declared him ineligible, after which he filed this suit.

In March 2026, the NCAA received a tip from an online gambling book, which had been informed by federal law enforcement about Sorsby’s gambling activity. The NCAA then notified Texas Tech in April 2026 that it was investigating Sorsby’s gambling activity. *See* 2CR:1663, Affidavit of Mark Hicks ¶¶ 12, 14; 2CR:1670. The investigation was initially handled by NCAA enforcement staff, because Texas Tech had not declared Sorsby ineligible nor submitted a request for reinstatement.¹

Over the next few weeks, NCAA enforcement staff engaged with Sorsby and his counsel. 2CR:1501–02, Vaughn Aff. ¶¶ 54–57. On May 18, 2026, Texas Tech declared Sorsby ineligible for further intercollegiate competition. 2CR:1502, Vaughn Aff. ¶ 55. This meant Sorsby cannot compete in games for Texas Tech—but he could remain a student, and Texas Tech remained free to support Sorsby however it sees fit, including maintaining his involvement with the football program.

¹ The NCAA enforcement staff investigate potential rule violations. 2CR:1496, Vaughn Aff. ¶ 29. The NCAA does not impose discipline directly on student-athletes; instead, institutions are responsible for determining the eligibility of their student-athletes and must declare them ineligible if a violation has occurred. 2CR:1494–96, Vaughn Aff. ¶¶ 20–24, 28. The reinstatement process is different. After an institution declares a student-athlete ineligible, it may initiate a reinstatement request on the athlete’s behalf. 2CR:1494–95, Vaughn Aff. ¶¶ 21–23; *see* 2CR:1540–60. Such reinstatement requests are directed to the Athletics Eligibility Subcommittee of the Academics and Eligibility Committee. 2CR:1493, Vaughn Aff. ¶ 16.

The same day he was declared ineligible, Sorsby and Texas Tech submitted a set of Stipulated Facts that chronicled Sorsby's gambling activity and acknowledged "that this activity constitutes violations of NCAA Bylaw 10.3." 2CR:1602, Stipulated Facts at 1.² Also on that same day, Sorsby filed this lawsuit. 1CR:6.

When Sorsby filed this lawsuit, Texas Tech had not submitted a request for his reinstatement. *Cf.* 1CR:1328. That did not happen until the next day. 2CR:1502 ¶ 56. After requesting certain additional information, the NCAA staff denied Texas Tech's request to reinstate Sorsby's eligibility. 2CR:1502, Vaughn Aff. ¶ 58. Texas Tech exercised its right to appeal to the Athletics Eligibility Subcommittee of the Academics and Eligibility Committee, which then denied Texas Tech's appeal.

E. The NCAA denied the request to reinstate Sorsby's eligibility after a thorough, guidelines-based review.

Texas Tech's reinstatement request was denied in accordance with a holistic, multi-level review process. The SAR Guidelines directed staff to evaluate Sorsby's situation based on "the totality of the circumstances" and to reach "an outcome that considers the well-being of the involved student-athlete while maintaining fairness." 2CR:1562. That is what they did. 2CR:1501-04, Vaughn Aff. ¶¶ 54-64.

² Because the NCAA had obtained only limited information beyond Sorsby's own assertions, the stipulation recognized that its facts "do not represent a comprehensive or complete investigation of all wagering, financial and/or communications records for Sorsby or the other individuals identified herein." 2CR:1605, Stipulated Facts ¶ 23.

Reinstatement staff considered all the circumstances Texas Tech presented, including Sorsby's gambling-disorder diagnosis and his enrollment in a treatment program. 2CR:1503, Vaughn Aff. ¶¶ 60–61. Staff weighed those factors against the undisputed facts of Sorsby's conduct, including: making 9,000+ wagers over four years at three schools; betting on his own team; using third-party accounts to evade detection; directing others to bet on his behalf; continuing to wager after he moved to Texas, where sports betting is illegal; and betting despite receiving wagering-rules education multiple times. *Id.* On the totality of these facts, staff determined Sorsby's violations warranted denial of reinstatement. 2CR:1503–04, Vaughn Aff. ¶¶ 59–64.

This outcome is not an outlier. The record shows that other student-athletes have faced the same consequence under the same sports-wagering rule—many for activity involving far more modest betting than Sorsby's. 2CR:1504–05, Vaughn Aff. ¶¶ 65–69. In one case, a student-athlete was declared permanently ineligible for a single wager of less than \$13 on his own team. 2CR:1504–05, Vaughn Aff. ¶¶ 67. More broadly, numerous student-athletes across multiple sports have permanently lost eligibility in circumstances involving wagering on their own team or their institution's athletics programs. *Id.*

F. Sorsby obtained a temporary injunction that changes his eligibility status, restricts enforcement of the NCAA rules, and imposes a bespoke two-game suspension.

Looking to force a different outcome through the courthouse, Sorsby filed an application for temporary injunction, which the trial court heard on June 1, 2026. 1CR:689–1202, 1257. At the hearing, Sorsby offered no live testimony, relying primarily on his own affidavit (1CR:42–55) and affidavits from his counsel (1CR:56–66, 572–76, 1318–21). The trial court took the motion under advisement.

On June 8, 2026, the trial court signed a Temporary Injunction Order permitting Sorsby to participate in the 2026-27 football season. 2CR:2402–05. The trial court found that Sorsby “has demonstrated a probable right to the relief he seeks on his claims.” 2CR:2403. But nowhere does the order provide any substantive analysis or explain how the NCAA owed any legal duties to Sorsby or breached those duties by enforcing the Bylaws its members adopted. 2CR:2402–05.

Instead, the order focuses on fashioning new duties and prohibitions. Among other things, the trial court’s order grants relief as to parties not before the court by prohibiting the NCAA from enforcing Bylaw 12.9.4.2 (the “Rule of Restitution”). 2CR:2403. The Rule of Restitution provides a mechanism for retroactively restoring competitive integrity when an ineligible student-athlete competed under a court order that is later reversed. *See* 1CR:135–36. But the trial court enjoined this fairness-

fixing tool as to not only Sorsby, but also “Texas Tech, any affiliate of Texas Tech, any university that competes against Texas Tech during the 2026 college football season, or any affiliate of any such university.” 2CR:2403. The trial court also:

- enjoined the NCAA from enforcing *any* eligibility rules as to Sorsby by ordering that he must be allowed to practice, play, or otherwise participate on Texas Tech’s football team for the 2026 football season, *id.*; and
- imposed a two-game suspension on Sorsby, which is a number untethered from any Bylaws or guidelines adopted by the NCAA’s members, 2CR:2404.

The trial court conditioned this injunctive relief on Sorsby’s compliance with certain obligations, including counseling, participating in Gamblers Anonymous or a similar group, receiving treatment for Adjustment Disorder with Anxiety, and participating in athlete-specific recovery resources and mentorship—all of which would have been available to Sorsby without a court order requiring that he be allowed to play in clear violation of NCAA rules. *See id.* Notably, the court’s conditions did *not* expressly require Sorsby to refrain from gambling or to obey NCAA rules. *See id.*

The NCAA promptly appealed the trial court’s order. 2CR:2411–12; *see* TEX. CIV. PRAC. & REM. CODE § 51.014(a)(4). The NCAA now files this emergency motion seeking a stay of the temporary injunction pending resolution of this appeal.

Legal Standards

A Texas court “must be vigilant to stay in its lane and remember its role.” *Tex. Health Huguley, Inc. v. Jones*, 637 S.W.3d 202, 214 (Tex. App.—Fort Worth

2021, no pet.). It “cannot interfere with [a] lawful exercise of discretion without a valid legal basis.” *Id.*; see *Coyote Lake Ranch, LLC v. City of Lubbock*, 498 S.W.3d 53, 65 (Tex. 2016) (“An injunction so broad as to enjoin a defendant from activities which are a lawful and proper exercise of his rights is an abuse of discretion.” (cleaned up)). With that role “firmly in mind,” the question here “is whether the trial court had the legal authority to issue the injunction that it did.” See *Tex. Health Huguley*, 637 S.W.3d at 214. It did not.

The trial court lacked authority to issue the injunction for several independent reasons: the non-intervention doctrine forecloses Sorsby’s claims; Sorsby lacks standing to assert his contract-related theories; and the relief granted does not preserve the status quo. Each of these points present a question of law that this Court reviews de novo. See, e.g., *State v. Hollins*, 620 S.W.3d 400, 405 (Tex. 2020) (holding that a failure “to analyze or apply the law correctly” is an abuse of discretion).

Further, “[n]ot only is an injunction an extraordinary remedy, but a court’s authority to grant such relief is even more restricted when, as here, [Sorsby’s] requested injunction would compel affirmative action.” *Tex. Health Huguley*, 637 S.W.3d at 214. A trial court may grant such a mandatory injunction only if a party makes “a clear and compelling presentation,” establishing that the injunction is necessary to prevent irreparable injury or extreme hardship. *Id.* at 215.

This injunction triggers those heightened standards. It *compels* the NCAA to allow Sorsby and Texas Tech to compete as if Sorsby is eligible, when he is not. It *commands* the NCAA to shelve the Rule of Restitution, which exists to protect competition from irreparable harm. And it *imposes* a two-game suspension that appears nowhere in the NCAA's rules, forcing the NCAA into a rejected settlement proposal. By requiring affirmative action by the NCAA, which is contrary to its own governance framework, the trial court granted mandatory injunctive relief that is subject to heightened standards that are not met.

This Court has the power to remedy this error now. *See* TEX. R. APP. P. 29.3.

Argument

I. The NCAA is likely to succeed on the merits.

A. The trial court's injunction impermissibly *alters* the status quo and effectively grants *permanent* relief.

The trial court exceeded core limits on temporary injunctive relief. It reversed (not preserved) the status quo. And it granted permanent (not temporary) relief.

1. The trial court declared Sorsby eligible and fashioned its own two-game suspension.

The trial court ordered the NCAA to treat an ineligible athlete as eligible—despite NCAA rules, guidelines, and processes dictating otherwise. Rather than keeping the status quo until a trial could resolve a dispute about *reinstating* Sorsby's eligibility, the trial court simply resolved the dispute in Sorsby's favor.

Texas law rejects this outcome. A temporary injunction maintains “the status quo until final judgment.” *Harley Channelview Props., LLC v. Harley Marine Gulf, LLC*, 690 S.W.3d 32, 37 (Tex. 2024). The relevant status quo is “the last, actual, peaceable, non-contested status which preceded the pending controversy.” *In re Newton*, 146 S.W.3d 648, 651 (Tex. 2004). The injunction here does not preserve the non-contested status before the controversy arose—it reverses it entirely.

The status quo was Sorsby’s ineligibility. Texas Tech itself declared him ineligible (2CR:1502, Vaughn Aff. ¶ 55), and no one disputes that was correct. Though his infractions were discovered only recently, Sorsby was ineligible for *years* under the anti-gambling rule’s terms—because he violated the rule thousands of times, at multiple institutions, including bets on his own team. Texas law does not permit the trial court to change this status quo through a temporary injunction.

Consider, for example, *Texas Health Huguley*, in which a trial court issued a mandatory injunction compelling a hospital to grant privileges to a physician—overriding the hospital’s credentialing discretion. 637 S.W.3d at 211, 214–16. The injunction was vacated. *Id.* at 214–16, 224. “The judiciary is called upon to serve in black robes, not white coats,” and it “cannot interfere with [a] lawful exercise of discretion without a valid legal basis.” *Id.* at 214. The same principle applies here.

A trial court is not the NCAA's membership, and it may not override the NCAA's disciplinary determination any more than it may override a hospital's credentialing decision. Whether the trial court agrees with the NCAA's rules, has doubts about them, or disagrees with them, the law does not allow it to substitute its own notions of fairness for the considered, long-standing rules adopted by the NCAA's members. *See id.* at 214, 224; *Haedge v. Cent. Tex. Cattlemen's Ass'n*, 2016 WL 5929596, at *6 (Tex. App.—Amarillo Oct. 11, 2016, pet. denied) (“[W]e will not substitute our adjudicative process for the decision-making process of the CTCA Board of Directors, which was charged with such matters and to which CTCA members submitted those matters by their membership.”).

The same principles expose the trial court's error in conditioning Sorsby's participation on, among other things, “[n]ot participating in the game day activities of the first two games of the Texas Tech 2026 football season.” 2CR:2404. That suspension appears nowhere in the NCAA Manual; it is not a sanction the SAR Guidelines outline; and it was not agreed to by the NCAA. It is, instead, part of a rejected settlement proposal made before this lawsuit began.

By imposing this rejected proposal, the trial court did not preserve the status quo. It created a new one—conjuring up a disciplinary outcome that the NCAA's governance framework does not contemplate. The SAR Guidelines direct

reinstatement staff to begin a withholding analysis at “permanent loss of eligibility” for wagering on one’s own team, 2CR:1563, which Sorsby admits he did, 2CR:1602. A two-game suspension is not a starting point, an endpoint, or any recognized sanction under the NCAA guidelines: it bears no relationship to anything other than a proposed, and rejected, settlement attempt.

This confirms the trial court’s abuse of discretion. A court exercising authority to preserve the status quo may not create and levy bespoke disciplinary sanctions—especially when doing so overrides a voluntary association’s sanctioning framework. If there were any doubt that the trial court changed the status quo and substituted its own judgment for the NCAA’s, the two-game suspension resolves it.

2. The trial court granted complete merits relief by setting a trial date after the season ends and by enjoining enforcement of the Rule of Restitution.

The trial court supplemented its original order with an order setting trial for the week of February 8, 2027, which means Sorsby will have eligibility under the “temporary” injunction for the entire football season. 2CR:2409. The trial date is *after* the national championship game, so before trial begins, the season will be over. Sorsby will have received everything he asked for—a full season of competition, including potential postseason play—before the merits of his claims are adjudicated. This is yet another legal error that supports granting a stay.

A temporary injunction must be just that: temporary. *See Tex. Health Huguley*, 637 S.W.3d at 216. It may not grant “complete relief” and deprive an opposing party of “any right to contest the matter before the passage of time renders it moot and unremediable.”³ *Edgewood Indep. Sch. Dist. v. Paiz*, 856 S.W.2d 269, 271 (Tex. App.—San Antonio 1993, no writ); *see Morgan Stern Realty Holdings, LLC v. Horizon El Portal, LLC*, 2014 WL 2531980, at *2–3 (Tex. App.—San Antonio June 4, 2014, no pet.) (vacating a temporary injunction that failed to preserve the status quo pending trial “and instead permanently alter[ed] the status quo”).

Here, the trial court fashioned its order to deliver permanent merits relief through a temporary injunction. Enjoining the Rule of Restitution makes this even more apparent. Ordinarily, if Sorsby competes under a temporary injunction that is later reversed, the NCAA could invoke the Rule of Restitution to vacate wins by his team, require a return of revenue, or impose other sanctions to restore competitive integrity. *See NCAA v. Jones*, 1 S.W.3d 83, 87–88 (Tex. 1999) (discussing the Rule

³ It is no answer for Sorsby to argue that granting a stay would render his harm irreparable. The NCAA is simultaneously proposing an expedited briefing schedule under which this Court could decide this appeal before the 2026 season begins, so that neither party bears the consequence of prolonged uncertainty. Further, Sorsby is in a situation of his own making, *see infra* Part III, and he is benefitting from an injunction that, by design, grants complete relief before trial. A stay is the proper mechanism to address the erroneous pre-judgment enforcement of full merits relief. If that mechanism were unavailable whenever the alleged underlying harm is time-sensitive, then the right to a meaningful interlocutory appeal would be illusory in every case involving athletics, seasonal business, or expiring contractual rights. The correct approach is to apply the law, grant the stay, and resolve this appeal quickly.

of Restitution’s remedial purpose). The Rule of Restitution is a safety valve built for this scenario. But the trial court purported to eliminate that safety valve, not just as to Sorsby individually, but also as to many others who are not parties to this case: “Texas Tech, any university that competes against Texas Tech during the 2026 college football season, or any affiliate of any such university.” 2CR:2403. The overbreadth of this relief is alone a reason to grant a stay (*see infra* Part I.E), but so too is the finality these terms seek to impose.

An injunction is not temporary—as Texas law requires—if it preemptively disables the NCAA’s mechanism to restore competitive integrity. *See Coyote Lake Ranch*, 498 S.W.3d at 65 (holding that a temporary injunction was improper when, “[r]ather than preserve the status quo, which is its proper function,” it enjoined a defendant “from activities which are a lawful and proper exercise of his rights”). “[A]n injunction should not issue to restrain actions that are legal or about which there is no asserted complaint.” *Webb v. Glenbrook Owners Ass’n*, 298 S.W.3d 374, 384 (Tex. App.—Dallas 2009, no pet.). Yet that is exactly what the trial court did here. This is another reason to grant a stay and reverse the trial court’s order.

B. Texas’s non-intervention doctrine bars each of Sorsby’s claims and the relief the trial court granted.

1. Texas law forbids courts from second-guessing a voluntary association’s governance decisions.

“Texas common law severely limits review of a private association’s actions.”

Whitmire v. Nat’l Cutting Horse Ass’n, 2009 WL 2196126, at *4 (Tex. App.—Fort Worth July 23, 2009, pet. denied). This non-intervention doctrine “is a well-established principle,” under which “courts do not generally exercise jurisdiction over the affairs of voluntary non-profit associations.” *Haedge*, 2016 WL 5929596, at *4–5. The rationale for this doctrine is straightforward: Private organizations are entitled to govern themselves, and “a person subjects himself, within legal limits, to the organization’s power to make and administer its rules.” *Dickey v. Club Corp. of Am.*, 12 S.W.3d 172, 176 (Tex. App.—Dallas 2000, pet. denied). An association “is free to establish rules of conduct and procedures that apply to membership within the organization. Constant interference by the courts would lead to a virtual inability to function with no independence of purpose.” *Juarez v. Tex. Ass’n of Sporting Officials El Paso Chapter*, 172 S.W.3d 274, 280 (Tex. App.—El Paso 2005, no pet.).

“Thus, courts will not interfere with the internal management of voluntary associations so long as the governing bodies of those associations do not substitute legislation for interpretation and do not overstep the bounds of reason or violate

public policy or the laws of the state.”⁴ *Whitmire*, 2009 WL 2196126, at *4 (citations omitted). The standard to overcome this barrier is exacting: “Judicial review is only proper when the actions of the organization are illegal, against some public policy, arbitrary, or capricious.” *Id.*; see *Dickey*, 12 S.W.3d at 176; *Whitmire*, 2009 WL 2196126, at *5 (recognizing that it would take “a wholesale deprivation of due process or the opportunity to be heard in violation of some civil or property right” for jurisdiction to exist under the non-intervention doctrine).

No Texas court has ever allowed a plaintiff to overcome the non-intervention doctrine in circumstances like those here. The Fifth Circuit, applying Texas law, confirmed as much: “to date, no Texas court has allowed a plaintiff to challenge a professional organization’s internal disciplinary procedures under a breach of contract theory.” *Barrash v. Am. Ass’n of Neurological Surgeons, Inc.*, 812 F.3d 416, 421 (5th Cir. 2016) (citations omitted). In *Barrash*, the court held that the non-intervention doctrine barred a breach-of-contract claim that was “little more than a disagreement with the disciplinary decision” of an association. *Id.* So too here.

Sorsby’s claims—however labeled—are nothing more than a disagreement with the NCAA’s reinstatement decision. He does not dispute his rule violations,

⁴ This Court and others have suggested that the non-intervention doctrine “permits a due-process-type review only.” *Haedge*, 2016 WL 5929596, at *5 n.7 (quotation omitted) (citing *Burge v. Am. Quarter Horse Ass’n*, 782 S.W.2d 353, 355-56 (Tex. App.—Amarillo 1990, no writ)). Here, Sorsby does not—and cannot—allege any deprivation of due process.

and he acknowledges that *some* consequence is appropriate. He just complains that the NCAA should have arrived at a *different* consequence. That “is exactly the type of internal dispute that the courts of this state have declined to oversee.” *Tex. Thoroughbred Breeders Ass’n v. Donnan*, 202 S.W.3d 213, 225 (Tex. App.—Tyler 2006, pet. denied). The trial court therefore should have “declined to exercise jurisdiction to re-adjudicate the internal dispute concerning the proper disciplinary measure for [Sorsby’s] violations.” *Haedge*, 2016 WL 5929596, at *6.

The NCAA’s multi-level review process reinforces this conclusion. The reinstatement staff applied member-adopted guidelines to the undisputed facts. 2CR:1501–04. They considered the full range of circumstances Texas Tech presented, including Sorsby’s gambling-disorder diagnosis and his enrollment in a residential treatment program. 2CR:1503. Staff weighed those factors against the objective facts of Sorsby’s conduct, which involved significant integrity concerns and substantial culpability based on: (1) making 9,000+ wagers totaling at least \$90,000, over four years at three institutions; (2) betting on his own team; (3) using third-party accounts to evade detection; (4) directing others to place bets on his behalf; (5) continuing to wager after he moved to Texas, where sports betting is illegal; and (6) violating despite receiving sports-wagering-rules education multiple times. *Id.* On the totality of these facts, the reinstatement staff concluded that

Sorsby's violations warranted denial of reinstatement—a decision the NCAA's appeal body reviewed and upheld. 2CR:1503–04.

This was not a rogue decision issued without careful deliberation or review. It is the considered result of a member-adopted governance structure applying long-standing rules—the most relevant of which the NCAA's members, including Texas Tech, just reaffirmed months ago. To override this result, the trial court had to conclude not merely that it would have decided the issue differently, but that the NCAA's decision was lawless. The undisputed facts cannot support that conclusion.

The trial court may believe that permanent ineligibility is too severe. It may believe that the NCAA members should have voted differently when they reaffirmed the broad ban on sports wagering. It may believe that “fair” or “proper” mitigation for mental health (based on this limited record) favors a different result. But none of those beliefs, however sincere, satisfies the demanding legal standard for judicial intervention. The trial court is not a sports commissioner or a “super referee[]” with authority to declare the rules and how they apply. *See Yeo*, 171 S.W.3d at 870.

The non-intervention doctrine exists precisely to prevent courts from substituting their own preferences for those of organizations whose members adopted them. Because each of Sorsby's claims rests on the premise that a court should override the NCAA's disciplinary determination, each claim is barred.

2. The NCAA’s anti-gambling rule is not against public policy—it is the public policy of Texas, and it was applied reasonably.

Sorsby cannot overcome the non-intervention doctrine’s jurisdictional barrier by arguing for any exception based on illegality, public policy, arbitrary action, or capricious conduct. His claims cannot meet any of these standards. Not even close.

The rule is not illegal or against public policy. Sports betting is a criminal offense in Texas. TEX. PENAL CODE §§ 47.01(1), 47.02(a)(1); *see Fairfield Ins. v. Stephens Martin Paving, LP*, 246 S.W.3d 653, 665 (Tex. 2008) (“Texas’ public policy is reflected in its statutes.” (citation omitted)). And all major American sports leagues bar athletes from wagering on league contests. 2CR:1491, Vaughn Aff. ¶ 18.

The rule is not arbitrary or capricious. The sports-wagering prohibition is a bright-line rule that applies uniformly. The NCAA’s members recently reaffirmed it by a supermajority vote, rejecting a proposal that would have relaxed the prohibition for professional sports wagering. *Texas Tech itself voted to retain the broad ban.* The NCAA cannot act “arbitrarily” or “capriciously” when it is simply enforcing a rule its membership—including Sorsby’s own school—overwhelmingly chose to keep.

The rule is not arbitrary or capricious as applied to Sorsby. The SAR Guidelines direct reinstatement staff to begin a withholding analysis at “permanent loss of eligibility” when a student-athlete “participates in any sports wagering

activity involving the student-athlete's own team at their institution." 2CR:1563. Sorsby placed at least 40 bets on the Indiana football team while he was on that team. 2CR:1602. The NCAA staff's rejection of Texas Tech's request to reinstate Sorsby is thus consistent with the SAR Guidelines. That is the opposite of arbitrariness.

To be clear, the NCAA did not mechanically impose this outcome without any regard to Sorsby's circumstances. The SAR Guidelines directed staff to evaluate Sorsby's case based on "the totality of the circumstances" and to reach "an outcome that considers the well-being of the involved student-athlete while maintaining fairness." 2CR:1562. That is exactly what they did. 2CR:1501-04. The individual-specific considerations as to Sorsby operate within a rules-based framework that the NCAA's members designed to reflect the relative severity of different violations.

The NCAA's members made a deliberate judgment about where an athlete's wagering on his own team fits on the severity spectrum: at the top. That is why the starting point is permanent ineligibility—not because of indifference to individual circumstances, but because NCAA members (and every other major American sports league) concluded that wagering on one's own team poses such a fundamental threat to competitive integrity that it warrants the most severe baseline consequence. Mitigating factors are weighed against that baseline, but they do not displace it.

NCAA staff followed this framework here and concluded that Sorsby's circumstances did not overcome the severity of his conduct.

The record shows that the NCAA has applied these guidelines consistently across its membership. The Vaughn Affidavit references other reinstatement cases involving student-athletes who faced enforcement of the same sports-wagering rule—many for wagering activity involving far more modest amounts than Sorsby's betting. 2CR:1504–05. The NCAA did not treat Sorsby more harshly than others; it treated him the same. But the trial court intervened to treat him differently—in defiance of Texas law.

C. Sorsby lacks standing because he is not a third-party beneficiary, and even Texas Tech could not obtain the relief Sorsby received.

Even if the injunction did not grant improper mandatory relief (it does), and even if the non-intervention doctrine did not bar all of Sorsby's claims (it does), Sorsby lacks standing to bring his central breach-of-contract claim.

1. Sorsby is not a third-party beneficiary with standing for a breach-of-contract claim against the NCAA.

Sorsby is not a party to the NCAA Division I Manual—the only alleged contract at issue—and Texas law does not permit a stranger to a contract to enforce it merely because performance might benefit him. The Texas Supreme Court has set a demanding standard for third-party beneficiary status. Sorsby cannot meet it.

“As a general rule, the benefits and burdens of a contract belong solely to the contracting parties, and no person can sue upon a contract except he be a party to or in privity with it.” *First Bank v. Brumitt*, 519 S.W.3d 95, 102 (Tex. 2017) (quotation omitted). To provide another with third-party beneficiary status, a “contract must include a clear and unequivocal expression of the contracting parties’ intent to directly benefit a third party, and any implied intent to create a third-party beneficiary is insufficient.” *Id.* at 103 (quotation omitted). “Courts may not presume the necessary intent. To the contrary, [courts] must begin with the presumption that the parties contracted solely for themselves, and only a clear expression of the intent to create a third-party beneficiary can overcome that presumption.” *Id.* (quotation omitted). “If the contract’s language leaves any doubt about the parties’ intent, those doubts must be resolved against conferring third-party beneficiary status.” *Id.* (quotation omitted). And critically, “[i]t is not enough that the third party would benefit—whether directly or indirectly—from the parties’ performance, or that the parties knew that the third party would benefit.” *Id.* at 102 (citation omitted).

The NCAA Manual does not satisfy this demanding standard. Even if it were a contract, it does not confer third-party beneficiary status on Sorsby. The Manual’s text, structure, and purpose all point in the same direction: it is a governance agreement among *institutions*, not a promissory instrument directed at *individual*

athletes. Sorsby relies on a general statement that intercollegiate athletics shall be conducted “in a manner designed to protect, support and enhance the physical and mental health and safety of student-athletes.” 1CR:80. But that language merely describes how institutions agree to conduct their programs. It does not manifest any contractually binding intent to assume a direct obligation to each of the hundreds of thousands of individual student-athletes who participate in NCAA sports. Under Texas law, a contract must “clearly and fully spell[] out” its intent to benefit third parties. *Brumitt*, 519 S.W.3d at 109, 111. The Manual does no such thing.

Multiple courts have reached this same conclusion. In *Doe 1 v. NCAA*, the court held that the Manual’s principles, at most, “reflect an aspirational goal to conduct athletic programs in a manner that promotes NCAA student-athletes’ health, safety, and overall welfare, but do not plausibly demonstrate an intent to create a direct contractual obligation to do so on the part of the NCAA or its member schools to individual student-athletes.” 2024 WL 3293591, at *21 (S.D. Ind. July 2, 2024). The court explained that, while “it is plausible to infer” that provisions in the Manual “are intended in some way to benefit NCAA student-athletes,” the “fact that a contract may incidentally benefit a third party or even that the contracting parties intended that a third party benefit from their contract is not sufficient to confer third party beneficiary status.” *Id.* at 20. The Manual does not evince any

“intent to impose, and for at least one party to assume, a direct obligation in favor of the third party.” *Id.*; see *Brumitt*, 519 S.W.3d at 102.

The Ninth Circuit reached a similar conclusion. See *Hairston v. Pacific 10 Conference*, 101 F.3d 1315, 1320 (9th Cir. 1996). It recognized that “vague, hortatory pronouncements” in an athletic conference’s constitution—addressing quality competitive opportunities and educational opportunities for student-athletes—were “not sufficient to support the players’ claims that the [conference] intended to assume a direct contractual obligation to every football player on a [conference] team.” *Id.*; see also *Rose v. NCAA*, 346 F. Supp. 3d 1212, 1229 (N.D. Ill. 2018) (dismissing a third-party beneficiary claim against NCAA under Illinois law).

The trial court’s contrary conclusion here—implicit in its finding that Sorsby “has demonstrated a probable right to the relief he seeks on his claims for breach of contract”—rests on fundamental legal error. The Manual’s aspirational principles are not enforceable contractual obligations owed to individual athletes. For this reason alone, Sorsby’s contract claim fails as a matter of law.

2. Even if Sorsby were a third-party beneficiary, his rights cannot exceed those of Texas Tech, which already received everything it is entitled to.

Even assuming Sorsby could establish third-party beneficiary status—which he cannot—that would not entitle him to the relief the trial court granted. A third-

party beneficiary's rights are derivative: he "steps into the shoes" of the contracting party and may enforce only the terms the contract actually imposes. *See Bynum v. Prudential Residential Servs., Ltd. P'ship*, 129 S.W.3d 781, 793 (Tex. App.—Houston [1st Dist.] 2004, pet. denied). Sorsby can thus have no greater rights than Texas Tech. *Id.* That principle is dispositive here.

Texas Tech's right to seek an athlete's reinstatement is limited. To recap: Texas Tech was "obligated to apply immediately the applicable rule" and "withhold [Sorsby] from all intercollegiate competition." 2CR:1848. Texas Tech did so, and Sorsby has not alleged that action was incorrect, let alone unlawful. Texas Tech then could—and did—submit a request "for restoration of [Sorsby's] eligibility." *Id.* Texas Tech's request was denied. 2CR:1502. Texas Tech then had a right to appeal, which it exercised, and the NCAA appeal body—composed of representatives from member institutions—denied Texas Tech's appeal. That is the full scope of Texas Tech's rights: an opportunity to request reinstatement and, if denied, appeal. The NCAA Manual does not guarantee any particular outcome.

Because Texas Tech cannot compel a different outcome, Sorsby cannot do so either. His alleged rights are, at most, derived from Texas Tech's rights. He cannot bootstrap himself into greater rights than the party whose shoes he claims to stand in. Yet the trial court granted Sorsby not only the procedural rights to which Texas

Tech was entitled (and which it fully exercised), but also a *substantive outcome*—namely, reinstatement of eligibility, subject to an arbitrary two-game suspension. Nothing in the Manual could provide this relief. The trial court did not enforce a right, it invented one. This is yet another legal error that supports granting a stay and reversing the trial court’s order.

D. Sorsby’s remaining claims fail to provide an alternative basis for the injunction.

Any temporary injunction requires “at least one valid legal theory to support a probable right to recover.” *Argyle ISD ex rel. Bd. of Trs. v. Wolf*, 234 S.W.3d 229, 237–38 (Tex. App.—Fort Worth 2007, no pet.). Sorsby’s remaining claims—declaratory judgment, breach of the duty of good faith and fair dealing, and breach of fiduciary duty—cannot supply one. The non-intervention doctrine forecloses these claims because each one, at bottom, asks a court to substitute its own views for the NCAA’s internal governance decisions. *See supra* Part I.A–B. Each claim also fails for additional, independent reasons under controlling Texas law.

Declaratory Judgment. Sorsby’s declaratory judgment claim is derivative of his breach-of-contract theory and fails along with it. “Dependent or derivative claims have no independent existence and cannot create standing.” *ETC Tex. Pipeline, Ltd. v. Ageron Energy, LLC*, 697 S.W.3d 334, 347 (Tex. App.—El Paso 2023, pet. denied). And “claims for declaratory relief necessarily derive from claims for substantive

relief.” *Schrock v. City of Baytown*, 2015 WL 8486504, at *9 (Tex. App.—Houston [1st Dist.] Dec. 10, 2015, pet. denied). Because Sorsby’s breach-of-contract claim is barred by (at least) the non-intervention doctrine and his lack of standing, the derivative declaratory-judgment claim must fail too.

Good Faith and Fair Dealing. As this Court knows well, “Texas law does not impose a generalized contractual duty of good faith and fair dealing and, in fact, *rejects it in almost all circumstances.*” *Hux v. S. Methodist Univ.*, 819 F.3d 776, 781 (5th Cir. 2016) (emphasis added) (citing *English v. Fischer*, 660 S.W.2d 521, 522 (Tex. 1983)). This duty exists only in an “extremely narrow class of cases” involving “special relationship[s].” *Id.* No Texas court has ever held that a student-athlete has such a relationship with the NCAA.

The factual predicate for this claim is also entirely absent. To show a breach of this duty requires that “there is no reasonable basis for denial of a claim or delay in [deciding] or a failure on the part of the [fiduciary] to determine whether there is any reasonable basis for the denial or delay.” *Bartlett v. Am. Republic Ins.*, 845 S.W.2d 342, 348 (Tex. App.—Dallas 1992, no writ). Here, the NCAA processed Texas Tech’s reinstatement request within three days, considered the totality of the circumstances, applied member-adopted rules and guidelines, and concluded that Sorsby’s conduct—thousands of wagers, across multiple schools, including bets on

his own team—warranted denial. One may disagree with that conclusion. But to say it is so unreasonable that it is unlawful is not credible.

Fiduciary Duty. “[C]ourts have flatly rejected the notion that the relationship between student-athletes, colleges, and the NCAA somehow rises to the level of a fiduciary relationship.” *Flood v. NCAA*, 2015 WL 5785801, at *11 (M.D. Pa. Aug. 26, 2015), *report and rec. adopted*, 2015 WL 5783373 (M.D. Pa. Sept. 30, 2015). “In short, while the NCAA oversees some aspects of intercollegiate athletics it is not a fiduciary for the thousands of student athletes who participate in those sports, and may not be held to the legal standards of a fiduciary relationship.” *Id.*; *see McCants v. NCAA*, 201 F. Supp. 3d 732, 748–49 (M.D.N.C. 2016).

For the trial court to conclude otherwise here is astounding. Texas law “will not lightly impose fiduciary duties.” *Pitts v. Rivas*, 709 S.W.3d 517, 528 (Tex. 2025). Even relationships “involving a high degree of trust and confidence” do not necessarily rise to fiduciary stature. *Id.* at 529; *Schlumberger Tech. Corp. v. Swanson*, 959 S.W.2d 171, 176–77 (Tex. 1997). And, to impose a fiduciary duty, the relationship “must exist prior to, and apart from, the agreement made the basis of the suit.” *McLeod v. McLeod*, 644 S.W.3d 792, 804 (Tex. App.—Eastland 2022, no pet.) (citation omitted). The record here cannot meet these requirements.

The NCAA serves its member institutions—not individual athletes. The divided loyalties inherent in that structure are antithetical to the undivided loyalty a fiduciary relationship demands. *See McCants*, 201 F. Supp. 3d at 749; *see also Crim Truck & Tractor Co. v. Navistar Int’l Transp. Corp.*, 823 S.W.2d 591, 594 (Tex. 1992) (recognizing that a fiduciary duty is an “onerous burden that requires a party to place the interest of the other party before his own”). Sorsby has shown no facts distinguishing this case from the many others in which courts have consistently rejected fiduciary claims. This theory therefore cannot support the injunction.

E. Enjoining the Rule of Restitution independently exceeded the trial court’s authority.

The trial court’s order enjoining the Rule of Restitution is not only an impermissible attempt to grant permanent relief through a temporary order (*see supra* Part I.A.2), but it is also fatally overbroad. It applies not only to Sorsby, but also to Texas Tech, any university that competes against Texas Tech, and any (unspecified) “affiliate” of all those universities. 2CR:2403. None of those parties was before the court. They did not file suit, assert claims, intervene, or seek injunctive relief. They are themselves NCAA members who agreed to be bound by the Rule of Restitution. Texas law does not permit a preemptive, categorical ban on the rule’s enforcement against non-parties. *See Webb*, 298 S.W.3d at 384 (recognizing that an injunction may not enjoin “activities that are a lawful and proper exercise of [a party’s] rights”).

II. Absent a stay, the NCAA will suffer irreparable harm.

The temporary injunction is not merely legally defective, it also inflicts irreparable harm on the NCAA, its members, and the integrity of collegiate athletics.

A. Destabilizing harm.

First, the ruling sends an unmistakable message: NCAA eligibility rules are optional. This destabilizes rules crafted to safeguard fairness and, in turn, casts serious doubt on the integrity of competition. Each time student-athletes gamble—and especially each time they compete—the harm is real. Was an interception genuine, or was it intended to manipulate a betting outcome? Was an athlete’s inside information about his team or an opponent shared to tip the wagering odds? A shadow falls over every contest. The injunction rewards the very conduct the NCAA’s rules exist to prevent. It undercuts the legitimate efforts of teammates and opponents. And it erodes the trust that fans, institutions, and the public place in fairness of the games. Such reputational and institutional harm cannot be undone. This explains why every major U.S. sports league has rules against athlete gambling.

The institutional harm is compounded because the injunction overrides a blanket prohibition on sports betting that the NCAA’s members recently reaffirmed by a supermajority. Allowing a single judge to nullify that collective decision impedes the NCAA’s capacity to function and opens the floodgates to similar claims by other ineligible athletes. *See Patterson*, 2026 WL 115417, at *9.

B. Self-governance harm.

Second, the injunction cripples the NCAA’s ability to enforce its rules uniformly across hundreds of member institutions. The trial court’s order overriding Sorsby’s ineligibility—especially when he admits to thousands of betting violations—threatens to upend the NCAA’s member-approved governance. *See id.* (acknowledging a court’s “limitations in assessing the consequences of invalidating long-standing eligibility rules”). That blow to self-governance cannot be reversed by a later ruling. The harm accrues in real time, each day the injunction is in effect.

And this harm will expand and worsen as others around the country use this unprecedented ruling as precedent to challenge other NCAA actions. This is not hypothetical—it is already happening. *See Smith v. NCAA*, No. 2026-CP-39-00073, 13th Judicial Circuit of South Carolina (attached as Tab G) (citing the trial court’s order here as precedent for granting a temporary injunction based on an athlete’s alleged irreparable harm from the enforcement of the NCAA’s rules, even when there are “concerns regarding [the athlete’s] likelihood of success on the merits”).

C. Impunity harm.

Third, Sorsby’s extensive betting history magnifies all these harms. This is not a case involving an isolated lapse in judgment. Sorsby placed more than 9,000 bets as part of sustained, deliberate engagement with sports gambling over an extended period, even placing bets through intermediaries in an attempt to avoid detection.

The sheer scale of the policy violations heightens the irreparable harm the injunction inflicts. Allowing someone with this level of involvement in sports betting to compete is directly at odds with the NCAA's goal to protect student-athletes, member institutions, and the public from gambling's corrupting influence on fair competition.

D. Structural harm.

Finally, the trial court's order forces immediate structural harm on the NCAA. With the trial date set after the season concludes, and with the Rule of Restitution enjoined, the NCAA has been preemptively stripped of authority to remediate the competitive harm that will have occurred. The NCAA must permit Sorsby to compete despite its determination that he remains ineligible—and even if this Court reverses or a jury later rejects his claims, no remedy will exist. This is the definition of irreparable harm.

III. The balance of equities and the public interest favor a stay.

Sorsby's consequences are of his own making—and they are consequences the NCAA's members prescribed for exactly this conduct. An athlete who gambles on his own team faces a starting point of permanent ineligibility. That is not a punishment invented for Sorsby; it is a rule the members adopted and recently reaffirmed. Other student-athletes have faced the same consequence, and those athletes received no judicial exemptions. Neither should Sorsby.

The trial court's order also creates inequitable asymmetry that favors granting a stay. It operates as a one-way ratchet: if Sorsby plays and wins on appeal, he keeps his season; if he plays and loses on appeal, he still keeps it. In short, under the injunction, Sorsby receives 100% of the relief he sought with no downside risk.

A stay corrects that imbalance. If the stay is granted and the NCAA prevails, the status quo is preserved—Sorsby has not competed, no games are tainted, and no retroactive remediation is required. If the stay is granted and the NCAA loses, then Sorsby's harm is limited to a brief delay. The NCAA's proposed expedited briefing schedule would limit that delay to weeks, not months.

The public interest supports fair and honest athletic competition. Yet the trial court's order tells every athlete: you can bet on your own team and face virtually no consequence. This harm extends beyond Sorsby—it affects all collegiate sports. If the injunction stays in effect, the NCAA will be the first major sports organization in history judicially compelled to let an athlete compete after betting on his own team.

Unless the trial court's order is stayed, the message is clear: For every student-athlete who gambles, the path to continued eligibility runs not through the NCAA's member-governed process but through the courthouse doors. The NCAA's self-governance—which Texas law favors and shields from judicial second-guessing, *see supra* Part I.B—will be gutted, nullifying a consensus-driven regime focused on fair

competition. *See Dickey*, 12 S.W.3d at 176 (recognizing courts' long-held aversion to interfere with a voluntary association's internal management).

This injunction will incentivize student-athletes to challenge plainly correct eligibility determinations, further undermining the membership's recent (super-majority) decision to reaffirm the prohibition on gambling. Any student-athlete alleging addiction could obtain an injunction, play an entire season while an appeal pends, and face no significant consequence. This is a disservice to the public interest.

Conclusion and Prayer

The Court should grant a stay. The trial court's injunction demolishes the status quo, ignores the non-intervention doctrine's jurisdictional barrier, blows past a lack of standing for Sorsby's core contract-based theory, and finds probable rights to relief where no Texas court has ever done so before. It has replaced the NCAA's considered disciplinary determination with a court-invented sanction (drawn in part from a rejected settlement offer), and it has disabled the NCAA's mechanism to restore competitive integrity if the injunction is later reversed. And by setting a trial date after the football season ends, the trial court ensured that this "temporary" relief would become permanent before the merits are ever tried.

Every day this injunction remains in effect, the harm compounds: the NCAA's governance authority erodes, copycat litigation becomes more likely, and

the integrity of every contest in which an ineligible athlete competes is called into question. A stay halts this harm. The NCAA's proposed expedited briefing schedule also ensures it does so at minimal cost—resolving this appeal before the 2026 season begins, so that neither party bears the consequence of prolonged uncertainty.

For the reasons above, the NCAA respectfully requests that the Court grant this motion and stay the temporary injunction pending resolution of this appeal. The NCAA seeks all other and further relief to which it may be entitled.

Respectfully submitted,

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Certificate of Conference

In accordance with Rule 10.1(a)(5) of the Texas Rules of Appellate Procedure, I certify that counsel for Appellant conferred with counsel for Appellee on June 14, 2026, and who stated that Appellee is opposed to the relief requested in this motion.

/s/ Jason N. Jordan

Jason N. Jordan

Certificate of Compliance with Rule 9.4(e), (i)

1. This motion complies with the type-volume limitation of Texas Rule of Appellate Procedure 9.4(i)(2)(B) because, according to the Microsoft Word for Microsoft 365 word-count function, it contains 8,559 words excluding the parts of the brief exempted by Texas Rule of Appellate Procedure 9.4(i)(1).
2. This motion complies with the typeface requirements of Texas Rule of Appellate Procedure 9.4(e) because it has been prepared in a proportionally spaced typeface using Microsoft Word for Microsoft 365 in Equity 14-point font in text and Equity 12-point font in footnotes.

Dated: June 15, 2026

/s/ Jason N. Jordan

Jason N. Jordan

Counsel for Appellant

Certificate of Service

I certify that a true and correct copy of this document was served on the following counsel of record via electronic service in accordance with the Texas Rules of Appellate Procedure on June 15, 2026:

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Appendix

<u>Tab A</u>	—	Temporary Injunction Order
<u>Tab B</u>	—	Supplemental Temporary Injunction Order
<u>Tab C</u>	—	Excerpts of the NCAA Manual
<u>Tab D</u>	—	Excerpts of the SAR Guidelines
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Tab A

Plaintiff,

NATIONAL COLLEGIATE
ATHLETIC ASSOCIATION

Defendant.

IN THE DISTRICT COURT

LUBBOCK COUNTY TEXAS

99th JUDICIAL DISTRICT

TEMPORARY INJUNCTION ORDER

On June 1, 2026, the Court heard Brendan Sorsby's ("Applicant") Application for Temporary Injunction. The Applicant appeared by Counsel. The Defendant National Collegiate Athletic Association ("NCAA") appeared by Counsel. Pursuant to Texas Rule of Evidence 201, this Court has taken judicial notice of the entire file in this case.

This Court finds that Applicant has demonstrated that he will suffer a probable, imminent, and irreparable injury if this Court does not issue this temporary injunction ("Temporary Injunction"), because he will be unable to participate as a member of Texas Tech University's ("Texas Tech") 2026 football team, including Texas Tech's 2026 Football season and:

- 1) Benefit from the elite coaching, training resources, camaraderie, and regimen that only being a member of a Division I college football team can provide,
- 2) Build the skills necessary to maximize his own success during the college football season, as well as that of Texas Tech's football team and each of its players, and
- 3) Make an informed decision regarding whether to enter the 2026 NFL Supplemental Draft.

This Court further finds that Applicant has demonstrated a probable right to the relief he seeks on his claims for breach of contract, declaratory judgment, breach of duty of good faith and fair dealing, and breach of fiduciary duty.

This Court further finds that Applicant has demonstrated that the balance of equities is in his favor because of the hardship he would face in the absence of a temporary injunction.

Therefore, this Court finds that Applicant is entitled to the issuance of this Temporary Injunction and that this Temporary Injunction order ("Order") is necessary to protect Applicant's rights and interests. This Order is necessary because of the immediate need to allow Mr. Sorsby to participate as a member of the Texas Tech football team to prevent irreparable injury to Mr. Sorsby.

Therefore, it is ORDERED that the NCAA is enjoined from doing the following:

- 1) Prohibiting Applicant from practicing, playing, or otherwise participating on Texas Tech's football team for the 2026 football season.
- 2) Enforcing its Bylaw 12.9.4.2 (Rule of Restitution) against Applicant, Texas Tech, any affiliate of Texas Tech, any university that competes against Texas Tech during the 2026 college football season, or any affiliate of any such university for complying with, and relying on this Order.

IT IS FURTHER ORDERED that this injunction is effective immediately and will continue in full force and effect until the signing of the final Judgment in this cause or until further order of this Court.

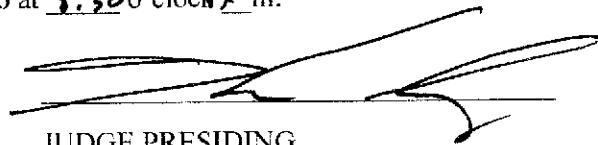
IT IS FURTHER ORDERED that this injunction is conditioned upon the APPLICANT during the effectiveness of this injunction:

1. Commencing and continuing individual clinical counseling with a provider credentialed in gambling disorder, focusing on relapse prevention, cognitive restructuring, and anxiety management as ongoing areas of therapeutic work, as recommended in the May 12, 2026 report of Applicant's Licensed Associate Counselor and denoted as Exhibit F to the Tompsett Affidavit offered and admitted into evidence in redacted form (the "Report"),
2. Commencing and participating in peer support through Gamblers Anonymous or a comparable mutual aid community as recommended in the Report,
3. Commencing and continuing treatment for Adjustment Disorder with Anxiety, addressing the underlying anxiety that served as the primary driver of Applicant's gambling behavior, as recommended in the Report,
4. Commencing and participating in athlete specific recovery resources and mentorship as recommended in the Report,
5. Not participating in the game day activities of the first two games of the Texas Tech 2026 football season, and
6. Serving on the NCAA through its counsel a confidential report detailing his compliance with the conditions set forth above, such report to be provided by Applicant's counsel and served on or before the fifth day of each month during the pendency of this order and covering the activities of the preceding month.

IT IS FURTHER ORDERED that in the event the Applicant fails to conform to the foregoing conditions, NCAA may apply for emergency relief from this injunction.

IT IS FURTHER ORDERED that this Order is effective immediately upon posting a surety bond in the amount of \$5,000 with the Clerk of the Court and shall continue in full force and effect until a full trial on the merits of this matter or further order of this Court.

Signed this the 8 day of June 2026 at 8:30 o'clock AM m.



JUDGE PRESIDING
Ken Curry

Tab B

CAUSE NO. DC-2026-CV-0791

LU

BRENDAN SORSBY,

Plaintiff,

NATIONAL COLLEGIATE
ATHLETIC ASSOCIATION

Defendant.

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IN THE DISTRICT COURT

LUBBOCK COUNTY TEXAS

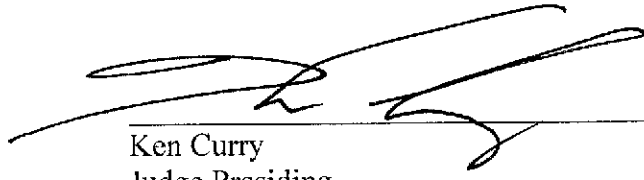
99th JUDICIAL DISTRICT

SUPPLEMENTAL TEMPORARY INJUNCTION ORDER

On this date the Court enters the following order supplement to its Temporary Injunction Order signed and dated this date.

The final trial on the merits in this matter is set for the week of February 8, 2027 in the 99th Judicial District of Lubbock County, Texas.

Signed this the 8th day of June, 2026.



Ken Curry
Judge Presiding

Tab C



DIVISION I

2025-26 MANUAL

II. ORGANIZATION OF THE NCAA MANUAL

Divisions I, II and III each have a separate Manual that contains legislation specific to the applicable division and does not contain legislation pertaining only to one or both of the other divisions. However, legislation that includes references to one or both of the other divisions will appear in its entirety. In addition, since each division's Manual does not contain legislation specific to the other divisions, some bylaws may have gaps in the numbering sequence.

Constitution

Articles 1 through 6 are the constitution, which consists of information relevant to the organization of the Association and the more important principles for the conduct of intercollegiate athletics.

Preamble

- Article 1** Principles
- Article 2** Organization
- Article 3** Finance
- Article 4** Rules, Compliance and Accountability
- Article 5** Amendments to the Constitution
- Article 6** Institutional Control

Operating Bylaws

Articles 8 through 21 are the operating bylaws, which consist of legislation adopted by the membership to promote the principles enunciated in the constitution and to achieve the Association's purposes.

- Article 8** Institutional Control
- Article 9** Legislative Authority and Process
- Article 10** Ethical Conduct
- Article 11** Conduct and Employment of Athletics Personnel
- Article 12** Athletics Eligibility
- Article 13** Recruiting
- Article 14** Academic Eligibility
- Article 15** Financial Aid
- Article 16** Awards, Benefits and Expenses for Enrolled Student-Athletes
- Article 17** Playing and Practice Seasons
- Article 18** Championships and Postseason Football
- Article 19** Infractions Program
- Article 20** Division Membership
- Article 21** Governance Structure and Committees
- Article 22** Name, Image and Likeness
- Article 23** Designated Enforcement Entity and Neutral Arbitration Process

Administrative Bylaw

Article 31 is an administrative bylaw, which sets forth policies and procedures for the implementation of the NCAA championships and the business of the Association. Amendments to Article 31 may be adopted by the Board of Directors or Council for the efficient administration of the activities that they govern. The bylaw also may be amended through the regular legislative process.

Article 31 Executive Regulations

The legislation included in the Division I Manual is also available online via the NCAA Legislative Services Database for the Internet (LSDBi) at www.NCAA.org. The LSDBi Manual is updated throughout the year to reflect any adopted legislation, modifications of wording, incorporations and editorial revisions. Therefore, the LSDBi Manual includes the most up-to-date legislation available and a mechanism for quickly searching and locating legislation through a variety of user-friendly methods.

Custom Manuals may be produced and printed from LSDBi. Users may select entire articles or specific constitutional provisions and bylaws to include in an abridged format. For example, a user may produce an abridged Manual that only includes legislation that is specific to a particular sport.

III. VOTING REQUIREMENTS FOR MANUAL

The Manual presents all regulations on a given subject in logical order. As a result, different paragraphs in the same sections may carry different voting requirements. The following terms define voting requirements currently in effect in the Manual:

- **Constitution** — Provisions in the constitution, Articles 1 through 6, require a two-thirds majority vote of the total membership (present and voting) for adoption or amendment.
- **Area of Autonomy** — An area of autonomy is a legislative provision that provides legislative flexibility to the Atlantic Coast Conference, Big Ten Conference, Big 12 Conference and Southeastern Conference and their member institutions. The abovementioned conferences are granted autonomy in these areas to permit the use of resources to advance the legitimate educational or athletics-related needs of student-athletes and for legislative changes that will otherwise enhance student-athlete well-being. The requirements for adoption, amendment and expansion of the areas of autonomy are set forth in Bylaw 9.2.2.1. A legislative provision that is an area of autonomy is identified by a capital letter A in brackets and bold font immediately after the title of the provision.
- **Common provision** — Legislation that is derived from the common bylaws (9, 10, 12 and 13) in the 1988-89 Manual. All such legislation is identified by a pound sign [#] in brackets and bold font immediately after the title of the provision and requires a majority vote of each of the three divisions, voting separately, for adoption or amendment.
- **Federated provision** — Legislation that is derived from divided bylaws in the 1988-89 Manual. Such legislation can be adopted or amended by a majority vote of one or more of the subdivisions voting separately.
- **Division dominant** — A division dominant provision is one that applies to all members of Division I and is of sufficient importance to the division that it requires a two-thirds majority vote of all delegates present and voting at an annual or special Convention. Division dominant provisions are identified by a diamond symbol [◆] in brackets and bold font immediately after the title of the provision.
- **Football Championship Subdivision Dominant** — A Football Championship Subdivision dominant provision is a regulation that applies only to the Football Championship Subdivision and is of sufficient importance to the subdivision that it requires a two-thirds majority vote for adoption or to be amended pursuant to the legislative process set forth in Bylaw 9.2.2.2. Football Championship Subdivision dominant provisions are identified by the initialization FCSD in brackets and bold font immediately after the title of the provision.
- **Settlement provision** - A settlement provision is a regulation established to implement the terms of the House v. NCAA Settlement. Enforcement of all settlement provisions will be managed by the designated enforcement entity and subject to neutral arbitration, as specified in Article 23.

Symbols Designating Voting Requirements and Subdivisions for Which Federated Legislation Is Applicable

Provision	Symbol
Area of Autonomy	A
Common	#
Division dominant	◆
Federated	
Football Bowl Subdivision	FBS
Football Championship Subdivision	FCS
Football Bowl Subdivision and Championship Subdivision	FBS/FCS
Football Championship Subdivision Dominant.	FCSD
Settlement	S

Principles

A The Primacy of Academic Experience. Intercollegiate student-athletes are matriculated, degree-seeking students in good standing with their institutions who choose voluntarily to participate in NCAA sports. It is the responsibility of each member institution to establish and maintain an environment in which a student-athlete's activities are conducted with the appropriate primary emphasis on the student-athlete's academic experience. Intercollegiate athletics programs shall be maintained as a vital component of each institution's broader educational program. The admission, academic standing and academic progress of student-athletes shall be consistent with the policies and standards adopted by the institution. *(Adopted: 1/20/22 effective 8/1/22)*

B The Collegiate Student-Athlete Model. Student-athletes may not be compensated by a member institution for participating in a sport but may receive educational and other benefits in accordance with guidelines established by their NCAA division. *(Adopted: 1/20/22 effective 8/1/22)*

C Integrity and Sportsmanship. It is the responsibility of each member to conduct its athletics program in a manner that promotes the ideals of higher education, human development and the integrity of intercollegiate athletics. All individuals associated with intercollegiate athletics programs and events should adhere to such fundamental values as respect, fairness, civility, honesty, responsibility, academic integrity, ethical conduct, and the rules of their conferences. *(Adopted: 1/20/22 effective 8/1/22)*

D Student-Athlete Well-Being. Intercollegiate athletics programs shall be conducted by the Association, divisions, conferences and member institutions in a manner designed to protect, support and enhance the physical and mental health and safety of student-athletes. Each member institution shall facilitate an environment that reinforces physical and mental health within athletics by ensuring access to appropriate resources and open engagement with respect to physical and mental health. Each institution is responsible for ensuring that coaches and administrators exhibit fairness, openness and honesty in their relationship with student-athletes. Student-athletes shall not be discriminated against or disparaged because of their physical or mental health. *(Adopted: 1/20/22 effective 8/1/22)*

E Institutional Control. It is the responsibility of each member institution to monitor and control its athletics program and to provide education and training to ensure compliance with the rules established by the Association, its division and conference. It is the responsibility of each member institution to report all rules violations to its NCAA division and conference in a timely manner and to cooperate fully with enforcement efforts. Responsibility for maintaining institutional control ultimately rests with the institution's campus president or chancellor. *(Adopted: 1/20/22 effective 8/1/22)*

F Diversity, Equity and Inclusion. The Association is committed to diversity, equity and inclusion. The Association, divisions, conferences and member institutions shall create diverse and inclusive environments and shall provide education and training with respect to the creation of such environments and an atmosphere of respect for and sensitivity to the dignity of every person. The Association, divisions, conferences and member institutions shall commit to promoting diversity and inclusion in athletics activities and events, hiring practices, professional and coaching relationships, leadership and advancement opportunities. *(Adopted: 1/20/22 effective 8/1/22)*

G Gender Equity. The Association is committed to gender equity. Activities of the Association, its divisions, conferences and member institutions shall be conducted in a manner free of gender bias. Divisions, conferences and member institutions shall commit to preventing gender bias in athletics activities and events, hiring practices, professional and coaching relationships, leadership and advancement opportunities. *(Adopted: 1/20/22 effective 8/1/22)*

H Recruiting Standards. Divisional bylaws shall be designed to promote informed decisions and balance the interests of prospective and current (or transfer) student-athletes, their educational institutions and intercollegiate athletics as a whole. *(Adopted: 1/20/22 effective 8/1/22)*

Ethical Conduct

10.01 General Principle.

10.01.1 Honesty and Sportsmanship. Individuals employed by (or associated with) a member institution to administer, conduct or coach intercollegiate athletics and all participating student-athletes shall act with honesty and sportsmanship at all times so that intercollegiate athletics as a whole, their institutions and they, as individuals, shall represent the honor and dignity of fair play and the generally recognized high standards associated with wholesome competitive sports.

10.02 Definitions and Applications.

10.02.1 Sports Wagering. [#] Sports wagering includes placing, accepting or soliciting a wager (on a staff member's or student-athlete's own behalf or on the behalf of others) of any type with any individual or organization on any intercollegiate, amateur or professional team or contest. Examples of sports wagering include, but are not limited to, the use of a bookmaker or parlay card; internet sports wagering; auctions in which bids are placed on teams, individuals or contests; and pools or fantasy leagues in which an entry fee is required and there is an opportunity to win a prize. *(Adopted: 4/26/07 effective 8/1/07)*

10.02.2 Wager. [#] A wager is any agreement in which an individual or entity agrees to give up an item of value (e.g., cash, shirt, dinner) in exchange for the possibility of gaining another item of value. *(Adopted: 4/26/07 effective 8/1/07)*

10.1 Unethical Conduct. Unethical conduct by a prospective student-athlete or student-athlete or a current or former institutional staff member, which includes any individual who performs work for the institution or the athletics department even if the individual does not receive compensation for such work, may include, but is not limited to, the following: *(Revised: 1/10/90, 1/9/96, 2/22/01, 8/4/05, 4/27/06, 1/8/07, 5/9/07, 10/23/07, 5/6/08, 1/16/10, 10/5/10, 4/28/16 effective 8/1/16, 8/31/22 effective 1/1/23, 6/6/25 effective 7/1/25)*

- (a) Knowing involvement in offering or providing a prospective or an enrolled student-athlete an improper inducement or extra benefit or improper financial aid;
- (b) Receipt of benefits by an institutional staff member for facilitating or arranging a meeting between a student-athlete and an agent, financial advisor or a representative of an agent or advisor (e.g., "runner");
- (c) Knowing involvement in providing a banned substance or impermissible supplement to student-athletes, or knowingly providing medications to student-athletes contrary to medical licensure, commonly accepted standards of care in sports medicine practice, or state and federal law. This provision shall not apply to banned substances for which the student-athlete has received a medical exception per Bylaw 18.4.1.4.8; however, the substance must be provided in accordance with medical licensure, commonly accepted standards of care and state or federal law;
- (d) Engaging in any athletics competition under an assumed name or with intent to otherwise deceive; or
- (e) Failure to provide complete and accurate information to the NCAA, the NCAA Eligibility Center or the institution's athletics department regarding an individual's athletics eligibility status.

10.2 Knowledge of Use of Banned Drugs. A member institution's athletics department staff members or others employed by the intercollegiate athletics program who have knowledge of a student-athlete's use at any time of a substance within the banned-drug classes, as set forth in Bylaw 18.4.1.4.6, shall follow institutional procedures dealing with drug abuse or shall be subject to disciplinary or corrective action as set forth in Bylaw 19.12.

10.3 Sports Wagering Activities. [#] The following individuals shall not knowingly participate in sports wagering activities or provide information to individuals involved in or associated with any type of sports wagering activities concerning intercollegiate, amateur or professional athletics competition: *(Adopted: 4/26/07 effective 8/1/07)*

- (a) Staff members of an institution's athletics department;
- (b) Nonathletics department staff members who have responsibilities within or over the athletics department (e.g., chancellor or president, faculty athletics representative, individual to whom athletics reports);
- (c) Staff members of a conference office; and
- (d) Student-athletes.

10.3.1 Scope of Application. [#] The prohibition against sports wagering applies to any institutional practice or any competition (intercollegiate, amateur or professional) in a sport in which the Association conducts championship competition, in bowl subdivision football and in emerging sports for women. *(Adopted: 4/26/07 effective 8/1/07)*

10.3.1.1 Exception. [#] The provisions of Bylaw 10.3 are not applicable to traditional wagers between institutions (e.g., traditional rivalry) or in conjunction with particular contests (e.g., bowl games). Items wagered must be representative of the involved institutions or the states in which they are located. *(Adopted: 4/26/07 effective 8/1/07)*

10.3.2 Suspension by a Non-NCAA National or International Sports Governing Body. [#] A student-athlete under a sports wagering related suspension from a non-NCAA national or international sports governing body shall not participate in intercollegiate competition for the duration of the suspension. *(Adopted: 1/22/20)*

10.4 Disciplinary Action. [#] Prospective or enrolled student-athletes found in violation of the provisions of this regulation shall be ineligible for further intercollegiate competition, subject to appeal to the Committee on Student-Athlete Reinstatement for restoration of eligibility. Institutional staff members found in violation of the provisions of this regulation shall be subject to disciplinary or corrective action as set forth in Bylaw 19.12, whether such violations occurred at the certifying institution or during the individual's previous employment at another member institution. *(Revised: 1/10/90, 4/27/00 effective 8/1/00, 4/26/07 effective 8/1/07, 7/31/14)*

12.8.1 Institutional Responsibility for Eligibility Certification. The president or chancellor is responsible for approving the procedures for certifying the eligibility of an institution's student-athletes under NCAA legislation. The president or chancellor may designate an individual on the institution's staff to administer proper certification of eligibility. Certification of eligibility must occur before allowing a student-athlete to represent the institution in intercollegiate competition (see Bylaw 14.01.1). A violation of this bylaw in which the institution fails to certify a student-athlete's eligibility before allowing the student-athlete to represent the institution in intercollegiate competition shall be considered an institutional violation per Bylaw 8.01.3; however, such a violation shall not affect the student-athlete's eligibility, provided all the necessary information to certify the student-athlete's eligibility was available to the institution and the student-athlete otherwise would have been eligible for competition. *(Revised: 3/8/06, 1/14/08, 7/31/14, 6/6/25 effective 7/1/25)*

12.8.2 Squad-List Form. The institution's athletics director shall compile on a form approved by the Legislative Committee a list of the squad members in each sport on the first day of competition and shall indicate thereon the status of each member in the designated categories. A student-athlete's name must be on the official institutional form in order for the student-athlete to be eligible to represent the institution in intercollegiate competition. Violations of this bylaw do not affect a student-athlete's eligibility if the violation occurred due to an institutional administrative error or oversight and the student-athlete is subsequently added to the form; however, the violation shall be considered an institutional violation per Bylaw 8.01.3. (See Bylaw 17.2.6 for details about the administration of the squad list.) *(Revised: 1/14/97, 11/1/07 effective 8/1/08, 7/31/14, 8/7/14, 10/4/17, 6/6/25 effective 7/1/25)*

12.9 Ineligibility. *(Revised: 6/6/25 effective 7/1/25)*

12.9.1 Obligation of Member Institution to Withhold Student-Athlete From Competition. If a student-athlete is ineligible under the provisions of the constitution, bylaws or other regulations, the institution shall be obligated to apply immediately the applicable rule and to withhold the student-athlete from all intercollegiate competition. The institution may appeal for restoration of the student-athlete's eligibility as provided in Bylaw 12.10 if it concludes that the circumstances warrant restoration. *(Revised: 7/31/14, 6/6/25 effective 7/1/25)*

12.9.2 Ineligibility Resulting From Recruiting Violation. An institution shall not enter a student-athlete (as an individual or as a member of a team) in intercollegiate competition if it is acknowledged by the institution or established through the infractions process that the institution or a representative of its athletics interests violated the legislation in the recruiting of the student-athlete. The institution may appeal for restoration of the student-athlete's eligibility as provided in Bylaw 12.10 if it concludes that circumstances warrant restoration. *(Revised: 7/31/14, 6/6/25 effective 7/1/25)*

12.9.2.1 Payment of Legal Fees During Appeal. [A] An institution may provide actual and necessary expenses for a prospective student-athlete to attend proceedings conducted by the institution, its athletics conference or the NCAA that relate to the prospective student-athlete's eligibility to participate in intercollegiate athletics, provided the prospective student-athlete has signed the institution's written offer of admission and/or financial aid or the institution has received the individual's financial deposit in response to its offer of admission. The cost of legal representation in such proceedings also may be provided by the institution (or a representative of its athletics interests). *(Revised: 7/31/14, 10/9/24, 6/6/25 effective 7/1/25)*

12.9.3 Application of Ineligibility Ruling Pending Appeal. Once an interpretation (per Bylaw 9.3.1.2) applicable to a member institution has been issued and results in the ineligibility of a student-athlete, it is necessary for the institution to apply the rule to the eligibility of the student-athlete, even if review of the interpretation (per Bylaw 9.3.1.2.1.1 or 9.3.1.2.2) at the request of the institution is pending. Failure to withhold such a student-athlete from competition is a violation of the conditions and obligations of membership. *(Revised: 12/22/08, 7/31/14, 6/6/25 effective 7/1/25)*

12.9.4 Ineligible Participation. *(Revised: 6/6/25 effective 7/1/25)*

12.9.4.1 Loss of Eligibility. A student-athlete shall be denied eligibility for intercollegiate competition in a sport if the student-athlete participates in intercollegiate competition in that sport while ineligible under this bylaw or other applicable NCAA legislation. The certifying institution may appeal for restoration of the student-athlete's eligibility if it concludes that the circumstances warrant restoration (see Bylaw 12.10). *(Revised: 7/31/14, 6/6/25 effective 7/1/25)*

12.9.4.2 Restitution. If a student-athlete who is ineligible under the terms of the bylaws or other legislation 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: *(Revised: 4/26/01 effective 8/1/01, 11/1/07 effective 8/1/08, 8/1/22, 8/31/22 effective 1/1/23, 6/6/25 effective 7/1/25)*

- (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.

12.10 Restoration of Eligibility. *(Revised: 6/6/25 effective 7/1/25)*

12.10.1 Basis for Appeal. When a student-athlete is determined to be ineligible under an applicable provision of the constitution, bylaws or other regulations, the member institution, having applied the applicable rule and having withheld the student-athlete from all intercollegiate competition, may appeal to the Committee on Student-Athlete Reinstatement for restoration of the student-athlete's eligibility, provided the institution concludes that the circumstances warrant restoration of eligibility. *(Revised: 6/6/25 effective 7/1/25)*

12.10.2 Participation in Appeal Hearing. Any appeal to restore a student-athlete's eligibility shall be submitted in the name of the institution by the president or chancellor (or an individual designated by the president or chancellor), faculty athletics representative, senior woman administrator or athletics director (for the men's or women's program). At least one of those individuals must participate in any hearing of the appeal that involves direct participation by the student-athlete or other individuals representing the institution or the student-athlete. *(Revised: 1/11/94, 3/8/06, 7/31/14, 6/6/25 effective 7/1/25)*

12.10.3 Student Responsibility, Relationship to Restoration of Eligibility. A student-athlete is responsible for the student-athlete's involvement in a violation of NCAA regulations (as defined in Bylaw 19), and the Committee on Student-Athlete Reinstatement may restore the eligibility of a student-athlete involved in a violation only when circumstances clearly warrant restoration. The eligibility of a student-athlete involved in a major violation shall not be restored other than through an exception authorized by the Committee on Student-Athlete Reinstatement in a unique case on the basis of specifically stated reasons. *(Revised: 6/6/25 effective 7/1/25)*

Tab D



**NCAA DIVISION I COMMITTEE ON STUDENT-ATHLETE
REINSTATEMENT GUIDELINES**

Revised – May 2025

Student-Athlete Reinstatement Philosophy

The NCAA Division I Committee on Student-Athlete Reinstatement subscribes to the students-first philosophy, ensuring the individual student-athlete as well as the general student-athlete body is at the forefront of each decision. With respect to a violation, the committee and NCAA student-athlete reinstatement staff attempt to place the student-athlete back in the position he or she would have been prior to the violation occurring while maintaining the integrity of the Association's values. The committee and reinstatement staff conduct their work by evaluating the totality of the circumstances surrounding each case and reaching an outcome that considers the well-being of the involved student-athlete while maintaining fairness.

NCAA DIVISION I BYLAW 10 GUIDELINES.

1. Bylaw 10.1 (Unethical Conduct).

See Academic Misconduct Guidelines Section of this Document for Unethical Conduct Related to Academic Misconduct Violations.

Guidelines for violations involving enrolled student-athletes/prospective student-athletes:

- a. Bylaw 10.1-(d) (competition under an assumed name or intent to otherwise deceive).
 - (1) The committee directed the reinstatement staff to begin its withholding analysis at permanent loss of eligibility. Consideration of mitigating factors may permit imposition of a minimum withholding condition of sit-a-season, charge-a-season. *(December 2007, updated December 2012)*
 - (2) The committee indicated that, whenever possible, all institutional proceedings must be concluded prior to an institution submitting a request for reinstatement. *(May 2008, affirmed December 2012)*
- b. Bylaw 10.1-(a) (offering or providing prospective or enrolled student-athlete improper inducement/benefit or financial aid); Bylaw 10.1-(b) (receipt of benefits by an institutional staff member for facilitating or arranging a meeting between a student-athlete and an agent, financial advisor, or a runner); Bylaw 10.1-(c) (provision of providing banned substance to student-athlete); Bylaw 10.1-(e) (failure to provide complete and accurate information to the NCAA, the NCAA Eligibility Center or member institution regarding athletics eligibility status).
 - (1) The committee directed the reinstatement staff to begin its withholding analysis at sit-a-season, charge-a-season. *(May 2008, updated December 2012)*

- (2) The committee indicated that student-athletes/prospective student-athletes should not be reinstated when the following factors apply:
 - (a) Student-athlete/prospective student-athlete acted actively and deliberately to conceal, omit or provide inaccurate or false information;
 - (b) Student-athlete/prospective student-athlete had multiple opportunities to correct or provide accurate information; or
 - (c) Student-athlete/prospective student-athlete provided incomplete or inaccurate information to the NCAA enforcement or athletic eligibility certification staffs. *(May 2008, affirmed December 2012)*
- (3) In situations where a student-athlete/prospective student-athlete provides false and misleading information during the investigation of the violation, but the institution does not believe that the student-athlete/prospective student-athlete “knowingly” provided the information and does not cite Bylaw 10.1-(e), the provision of the false and misleading information may be considered in evaluating the student-athlete/prospective student-athlete’s culpability for the initial violation. *(February 2001, affirmed December 2012)*

2. Bylaw 10.3 (Sports-Wagering Activities).

- Guidelines for violations reported on or after May 2, 2023:
 - (1) In situations where a student-athlete engages in activities designed to influence the outcome or integrity of an intercollegiate contest or in an effort to affect win-loss margins (“point shaving”), who participates in any sports wagering activity involving the student-athlete’s own team at their institution, or who knowingly provides information to individuals involved in or associated with any type of sports wagering activities, the committee directed the reinstatement staff to begin its withholding analysis at permanent loss of eligibility in all sports. *(May 2018, updated May 2023, updated November 2023 by NCAA Division I Council)*
 - (2) In situations where a student-athlete engages in any sports wagering activity involving their own institution, other than their own team, the committee directed the student-athlete reinstatement staff to require the student-athlete participate in sports wagering rules and prevention education and begin its withholding analysis at sit-one-season of competition and be charged with the use of one season of competition. *(Updated November 2023 by NCAA Division I Council)*

- (3) In situations where a student-athlete participates in any sports wagering activity on their own sport at another collegiate institution, the committee directed the reinstatement staff to require the student-athlete participate in sports wagering rules and prevention education and begin its withholding analysis at 50% of a season. *(May 2018, updated May 2023)*
- (4) For all other violations of Bylaw 10.3 (e.g., in-game betting, person-to-person wagers), the following guidelines shall apply (dollar value is cumulative amount wagered or risked):
 - (a) \$200 or less = participation in sports wagering rules and prevention education.
 - (b) Greater than \$200 to \$500 = 10% withholding condition and participation in sports wagering rules and prevention education.
 - (c) Greater than \$500 to \$800 = 20% withholding condition and participation in sports wagering rules and prevention education.
 - (d) Greater than \$800 = 30% withholding condition and participation in sports wagering rules and prevention education.

In cases where the impermissible sports wagering activity greatly exceeds \$800, the committee directed the reinstatement staff to consider whether additional withholding, including permanent ineligibility, may be appropriate. *(December 2011, affirmed May 2013, updated May 2023)*

- (5) In addition, for any violation where a student-athlete receives winnings associated with any sports wagering activity, the student-athlete must make repayment of full value received. *(December 2011, affirmed May 2013, affirmed May 2023)*
- (6) If the student-athlete is determined to have been involved in a later violation of any portion of Bylaw 10.3, the committee directed reinstatement staff to begin its withholding analysis at permanent loss of eligibility in all sports. *(Affirmed May 2023)*

BYLAW 12 GUIDELINES.

Philosophy Statement. Participation in athletics for individuals competing for Division I institutions, or who wish to compete for a Division I institution, should be motivated primarily by education and by the physical, mental and social benefits derived from such participation. An individual who engages in activities that clearly professionalize himself or herself will be deemed permanently ineligible for Division I athletics. *(February 2006, updated July 1, 2025)*

Tab E

BRENDAN SORSBY,

Plaintiff,

v.

**NATIONAL COLLEGIATE
ATHLETIC ASSOCIATION**

Defendant.

§ **IN THE DISTRICT COURT**

§

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§

§

LUBBOCK COUNTY, TEXAS

§

§

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§

§

99th **JUDICIAL DISTRICT**

**AFFIDAVIT OF JERRY VAUGHN IN RESPONSE TO PLAINTIFF'S APPLICATION
FOR PRELIMINARY INJUNCTION**

I, Jerry Vaughn, declare as follows:

1. I am currently the Managing Director of Division I Governance and Member Services at the National Collegiate Athletic Association ("NCAA"). I make this declaration of my own personal knowledge or based on documents I have reviewed and, if called on to do so, could testify competently to these facts under oath.

2. I have worked for the NCAA for more than twelve years and have held my position as Managing Director of Division I Governance and Member Services since January 12, 2026. In this role, as well as in my prior roles with the NCAA, I have provided oversight of the team that manages the student-athlete reinstatement team processes for all three Divisions, including the review of extension of eligibility waivers, season of competition waivers and student-athlete reinstatement requests. Additionally, I have supported membership governance bodies including the NCAA Division I, II, and III Committees on Student-Athlete Reinstatement, and various working groups that have reviewed the topic of eligibility.

3. Based on my experience, including my role in reviewing student-athlete reinstatement requests and applying NCAA bylaws and membership-adopted reinstatement

guidelines, I am familiar with the NCAA's Division I bylaws and policies governing student-athlete eligibility and reinstatement, including the provisions applicable to sports wagering violations under Bylaw 10.3 and the reinstatement process under Bylaw 12.10, which I understand to be at issue in this case.

NCAA Governance and Rulemaking Framework

4. The NCAA is a voluntary membership organization in which rules governing student-athlete conduct are adopted and maintained by member institutions across three divisions (Division I, Division II, and Division III – DI, DII, and DIII, respectively) through established divisional committee processes.

5. Those rules reflect the considered policy judgments of the membership and are applied uniformly across member institutions of that respective division.

6. Any changes to NCAA rules are made prospectively through those processes and are not created or modified on a case-by-case basis.

7. The NCAA's sports wagering rules, including the rules at issue here, are the result of that membership-driven process and reflect the collective decisions of the membership.

Scope and Purpose of NCAA Sports Wagering Rules

8. NCAA Division I bylaws prohibit student-athletes from engaging in sports wagering activities involving intercollegiate, amateur, or professional athletics competition. *See* 2025–2026 NCAA Division I Manual, Bylaw 10.3 at 25–26 (“NCAA Manual, Bylaw”). This prohibition includes, among other things, wagering on a student-athlete's own team, sport, or institution.

9. Bylaw 10.3 applies broadly to student-athletes and athletics personnel, including coaches and institutional athletics staff, and provides that such individuals “shall not knowingly participate in sports wagering activities or provide information to individuals involved in or associated with any type of sports wagering activities” regarding such competitions. NCAA Manual, Bylaw 10.3 at 25.

10. This prohibition applies broadly and is not limited by the amount wagered, the form of the wager, the specific involvement of the individual, or the outcome of the contest.

11. The NCAA has made clear that the prohibition also covers wagering conducted through third-party accounts. The NCAA’s published guidance to student-athletes states that NCAA rules ban participation in sports betting activities and prohibit providing information to individuals involved in or associated with any type of sports betting activities. These prohibitions reflect the NCAA’s longstanding emphasis on protecting the integrity of intercollegiate competition, including concerns that wagering activity—particularly through indirect means such as third-party accounts—may involve the misuse of non-public information or create incentives that undermine fair play. In addition, NCAA guidance emphasizes that sports wagering presents risks to student-athlete well-being, including the potential for gambling addiction, financial harm, and increased mental health pressures associated with betting activity and related attention or harassment.

12. These principles reflect the NCAA’s longstanding policy position—first articulated when the membership expanded its sports wagering prohibitions in the mid-1990s and reaffirmed when it revised its penalty framework in 1999—that sports wagering presents a serious threat to the integrity of intercollegiate athletics. In adopting and strengthening its sports wagering rules over time, the NCAA membership has emphasized that such conduct undermines public

confidence in the fairness of competition and requires clear, consistently applied sanctions to deter involvement by student-athletes (and others covered by the Bylaw). In particular, when revising its penalty structure, the membership concluded that more defined and stringent sanctions were necessary to address what it viewed as a continuing and significant threat to intercollegiate athletics. The membership has likewise recognized that the risks associated with wagering on intercollegiate athletics—such as the potential misuse of information and pressure on participants—are not limited to a particular type of bet or sport, and therefore warrant categorical rules designed to address those risks.

13. Mr. Sorsby affirmed his understanding of this rule when he signed the TTU Prohibet Acknowledgment Form on January 13, 2026, which states: I may not knowingly participate in sports wagering or provide information to individuals involved with or associated with any type of sports wagering activities.” NCAA SAR Submission (May 21, 2026) at 4; IU Student-Athlete Statement (2022–23), Part III, at 1 (signed Aug. 1, 2022); IU Student-Athlete Statement (2023–24), Part III, at 1 (signed Jul. 20, 2023)), the University of Cincinnati (UC Sports Wagering Form (2023–24), at 1 (signed Jan. 5, 2024); UC Sports Wagering Form (2024–25), at 1 (signed Jul. 30, 2024)), and Texas Tech University (TTU Prohibet Acknowledgment Form (2025–26), at 1 (signed Jan. 13, 2026); NCAA SAR Submission (May 21, 2026), at 3–4).

14. As detailed in Bylaw 10.3.1, this “prohibition against sports wagering applies to any institutional practice or any competition (intercollegiate, amateur or professional) in a sport in which the Association conducts championship competition, in bowl subdivision football and in emerging sports for women.” NCAA Manual, Bylaw 10.3 at 25. The breadth of this prohibition reflects the NCAA’s judgment that even limited or indirect wagering activity pose a serious threat to the fabric of intercollegiate athletics, can undermine confidence in the fairness of competition,

and expose student-athletes and athletics personnel to integrity and well-being risks. Consistent with that approach, the NCAA's rules are not limited by wager type, amount, or method of execution, but instead apply categorically to all covered sports wagering activity in order to mitigate risks including financial loss, compulsive gambling behavior, and the pressures associated with betting-related misconduct.

15. When a student-athlete is found to have violated Bylaw 10.3, the student-athlete is ineligible for intercollegiate competition, subject to the NCAA's reinstatement process: "Prospective or enrolled student-athletes found in violation of the provisions of this regulation shall be ineligible for further intercollegiate competition, subject to appeal for restoration of eligibility." NCAA Manual, Bylaw 10.4 at 26.

16. Once a student-athlete is declared ineligible under Bylaw 10.4, the question of whether eligibility may be restored is governed by the NCAA's reinstatement process. The NCAA's Division I Athletics Eligibility Subcommittee evaluates such violations under guidelines adopted by the membership.

17. NCAA Division I rules addressing sports wagering apply uniformly to all Division I student-athletes and reflect the membership's adopted framework governing such conduct.

18. The NCAA's prohibition on wagering on one's own team or sport is consistent with core restrictions adopted across other sports organizations, although the NCAA's rules are broader in scope given its oversight of multiple sports. Major professional leagues—including the National Football League (NFL), National Basketball Association (NBA), Major League Baseball (MLB), and National Hockey League (NHL)—prohibit players, coaches, and other league personnel from wagering on their own games or their own sport, reflecting shared concerns about competitive integrity and public confidence in the fairness of competition. At the same time, those leagues generally permit more limited wagering on sports or events outside their own competitions, subject to restrictions.

19. By contrast, the NCAA has adopted a broader, categorical prohibition on sports wagering by student-athletes and athletics personnel across all covered sports, reflecting additional considerations specific to the collegiate environment, including the NCAA's oversight of all those sports, as well as the need to protect competitive integrity, safeguard student-athlete well-being, and mitigate risks associated with gambling behavior among a younger population. These prohibitions—particularly those addressing wagering on one's own team or institution—also serve an important deterrent function, reinforcing rules designed to protect the integrity of intercollegiate competition, consistent with the approach taken across major professional sports leagues.

Structure of the Student-Athlete Reinstatement Process

20. The NCAA's student-athlete reinstatement process is governed by the Division I Student-Athlete Reinstatement Guidelines.

21. A request for reinstatement is initiated by the member institution, not by NCAA staff. When a member institution identifies a potential violation of NCAA rules affecting a student-

athlete's eligibility, the institution is responsible for taking initial action with respect to that student-athlete's eligibility status.

22. Specifically, when a member institution determines that a violation affecting eligibility has occurred, it is required to declare the student-athlete ineligible and withhold the student-athlete from intercollegiate competition. NCAA Manual, Bylaw 12.9.1 at 57.

23. After declaring the student-athlete ineligible, the institution may determine whether to seek reinstatement of eligibility on the student-athlete's behalf. If the institution elects to do so, it submits a reinstatement request through the NCAA's designated online case management system, along with supporting factual information and documentation.

24. NCAA's Student Athlete Reinstatement guidance further provides that institutions submit reinstatement cases to NCAA staff after determining that a violation affecting eligibility has occurred, and that those submissions include the information necessary for NCAA staff to evaluate the request.

25. If an institution chooses to seek reinstatement on behalf of a student-athlete, it is responsible for developing and submitting the factual record underlying a reinstatement request. NCAA policies specify that institutions are expected to provide complete, accurate, and thorough information to support the request before NCAA staff render a decision.

26. After a reinstatement request is submitted, it is assigned to NCAA student-athlete reinstatement staff for review. NCAA staff review the materials provided, request additional information from the institution as needed, and evaluate the request in light of any applicable NCAA Bylaws, membership-adopted guidelines, and other relevant information.

27. NCAA policies do not establish a fixed deadline for issuing reinstatement decisions; there is no requirement that decisions be issued within 48 hours. Instead, NCAA guidance reflects that institutions may identify requests requiring expedited consideration—such as where competition is imminent—but that timing does not eliminate the need for staff to review the submission and any supporting materials before issuing a decision.

28. The NCAA student-athlete reinstatement process begins when a member institution submits a formal reinstatement request through the NCAA’s Requests/Self Reports Online (“RSRO”) case management system. The reinstatement staff reviews each request submitted by a member institution and evaluates the request based on the information provided and the specific facts of the case..

29. The NCAA’s enforcement process and the reinstatement process are separate. The enforcement staff conducts investigations into potential violations of NCAA rules; the reinstatement staff evaluates institutional submissions and applies membership-adopted guidelines to determine eligibility consequences.

30. NCAA reinstatement staff do not act as independent fact-finders. Rather, the reinstatement process is primarily based on the evaluation of institutional self-reports and submissions provided on behalf of the student-athlete, though reinstatement staff may coordinate with enforcement staff to ensure a full understanding of the relevant facts. *See* NCAA Student-Athlete Reinstatement Policies and Procedures at 1 (process provides for “evaluation of institutional self-reports submitted on behalf of student-athletes”).

31. The Reinstatement Guidelines provide specific withholding frameworks for Bylaw 10.3 violations. For wagering on a student-athlete’s own sport at another institution, the starting point is 50% of a season.. For wagering on a student-athlete’s own institution, but in a different

sport, the Guidelines direct staff to require the student-athlete to sit one season of competition and be charged with the use of that season. For wagering on a student-athlete's own team, the Guidelines direct staff to begin the withholding analysis at permanent loss of eligibility. For all other Bylaw 10.3 violations where the cumulative amount wagered exceeds \$800, the starting point is a 30% withholding condition, with the staff directed to consider whether additional withholding, including permanent ineligibility, may be appropriate. The membership has not adopted a rule or policy that creates an exception to these frameworks based on a student-athlete's mental health condition.

32. Mitigating information, including mental health considerations, is part of the reinstatement staff's evaluation of the totality of the circumstances. It does not, standing alone, alter the applicable guideline framework governing the underlying violation.

33. Following review of the submission and any additional information obtained, NCAA staff issue a reinstatement decision applying the relevant NCAA bylaws and reinstatement guidelines to the facts presented. The institution may then determine whether to accept that decision or pursue further review through the NCAA's appeal processes.

34. An appeal must be requested within 30 calendar days from the time NCAA reinstatement staff issue the decision through the NCAA's case management system.

35. An appeal must be submitted by the member institution and is reviewed by the appropriate NCAA committee responsible for student-athlete reinstatement matters.

36. The committee considers the record submitted by the institution and issues a decision within the NCAA administrative process.

37. Until and unless an appeal is filed and resolved, the reinstatement staff's decision remains in effect.¹

The Rescinded Rule Change

38. I understand that Mr. Sorsby has brought Proposal No. 2025-20 to the Court's attention in connection with his claims. Based on my experience with NCAA governance and review of relevant materials, I am familiar with the Proposal and the membership's consideration and ultimate rescission of that Proposal.

39. The NCAA's legislative process is membership-driven and provides formal mechanisms for both adoption and subsequent review of proposed bylaw changes, including a defined rescission period during which member institutions may oppose newly adopted legislation and, through rescission requests from a supermajority of the membership, nullify the proposed rule change.

40. The rescission process is a formal, institution-driven mechanism requiring approval at the institutional leadership level. A rescission request must be approved by the institution's president or chancellor (or a designated representative), and submission through the NCAA's legislative system triggers an automated confirmation to the institution's president or chancellor, reinforcing institutional oversight of the process.

41. In October 2025, the Division I Council adopted Proposal No. 2025-20, which would have permitted limited sports wagering activity by student-athletes on professional sports.

¹ Texas Tech publicly stated its intent to appeal the NCAA's reinstatement decision. At the time that I make this Affidavit, no formal appeal has been submitted through the NCAA's case-management system.

42. The NCAA recorded 243 rescission requests from Division I institutions, reflecting broad participation across the membership. NCAA, Rescission Period (October 2025 Cabinet Action) at 1.

43. Texas Tech University was among the numerous member institutions that submitted rescission requests, and Proposal No. 2025-20 was ultimately rescinded after the required number of such requests were received. NCAA, Rescission Period (October 2025 Cabinet Action) at 1, 12. Even had Proposal No. 2025-20 been adopted, it would not have altered the outcome for Mr. Sorsby. The proposal would have permitted only limited wagering on *professional* sports. It did not permit wagering on intercollegiate athletics, including wagering on a student-athlete's own team or sport—which Mr. Sorsby engaged in.

Mr. Brendan Sorsby's Gambling Conduct

44. The information provided by the institution reflects that Brendan Sorsby engaged in repeated sports wagering activity over multiple seasons, totaling a sum of at least \$90,000 over the course of approximately 9,100 wagers. Stipulated Facts Concerning Sports Wagering Activity by Texas Tech University Football Student-Athlete Brendan Sorsby (May 18, 2026) ("Stipulated Facts") ¶ 3.

45. The wagering spanned his enrollment at three institutions—Indiana University, the University of Cincinnati, and Texas Tech University—and involved the use of mobile betting and prediction applications including Hard Rock Bet, FanDuel, Underdog, and PrizePicks. Stipulated Facts ¶¶ 3, 7, 14. While at Indiana University, Mr. Sorsby placed more than 8,600 impermissible wagers on these applications totaling more than \$30,000, Stipulated Facts ¶ 8, and placed at least 40 wagers on the Indiana football team while he was a player totaling at least \$850. Stipulated Facts ¶ 8a. While at the University of Cincinnati, Mr. Sorsby placed at least 500 impermissible

wagers totaling at least \$38,000, and placed at least one wager on the Cincinnati men's basketball team for a total of \$3,500. Stipulated Facts ¶ 16.

46. During this time, Mr. Sorsby also directed others to place between \$6,000 to \$7,000 in bets on professional sports, including the MLB, NFL, and NBA. The conduct included wagering on intercollegiate athletics and involved a substantial number of wagers and total dollar amounts. Stipulated Facts ¶¶ 8, 16. The conduct also included the use of third-party accounts not in the student-athlete's name to place wagers. *Id.* ¶ 3. Specifically, Mr. Sorsby used accounts registered to two friends, transferring at least \$60,000 to either of them to fund bets on his behalf. *Id.* ¶¶ 4, 15.

47. On August 19, 2024, the University of Cincinnati's compliance office received a Prohibet alert related to Mr. Sorsby's activity on PrizePicks. Mr. Sorsby stated that he was denied access to PrizePicks and had not placed any wagers on anything but was potentially looking to wager on University of Cincinnati compliance staff interviewed Mr. Sorsby and provided sports wagering education, after which the matter was resolved in the Prohibet system.

48. More specifically, Mr. Sorsby engaged in the following conduct at each institution: At Indiana University (June 2022 – December 2023): Mr. Sorsby placed at least 2,900 bets totaling more than \$30,000, with the total exceeding 8,600 individual wagers when parlay legs are counted. Stipulated Facts ¶ 8. Between September 2 and October 22, 2022, he placed at least 40 bets on Indiana's football team and its players, totaling at least \$850, with individual wager amounts ranging from under \$1 to \$114. Stipulated Facts ¶ 8(a).

49. He also placed at least 40 bets totaling more than \$1,400 on Indiana men's basketball and approximately 300 bets totaling at least \$6,500 on college football games not involving Indiana. Stipulated Facts ¶¶ 8(b)–(c).

50. There is no evidence that Sorsby made bets that the Indiana basketball team would lose. However, he did place parlay bets on Indiana games that included wagers in favor of players on the opposing team—for example, betting that an opposing player would score more points or grab more rebounds. Stipulated Facts ¶ 13 & n.1.

51. At the University of Cincinnati (January 2024 – September 2024): Mr. Sorsby placed at least 165 bets—approximately 500 counting parlay legs—totaling at least \$38,000. *Id.* ¶ 16. In addition, he sent more than \$60,000 to a friend to deposit in a shared FanDuel account registered to another friend. *Id.* ¶ 15.

52. At Texas Tech University (January 2026 – present): Mr. Sorsby sent approximately \$5,000 through Venmo or Zelle to a friend who placed bets on his behalf on professional sports (MLB, PGA Tour, NBA) using prediction applications. Stipulated Facts ¶ 20.

53. Mr. Sorsby signed annual student-athlete statements acknowledging NCAA Bylaw 10.3's prohibition on sports wagering at Indiana University. IU Student-Athlete Statement (2022–23), Part III, at 1 (signed Aug. 1, 2022); IU Student-Athlete Statement (2023–24), Part III, at 1 (signed Jul. 20, 2023)), the University of Cincinnati (UC Sports Wagering Form (2023–24), at 1 (signed Jan. 5, 2024); UC Sports Wagering Form (2024–25), at 1 (signed Jul. 30, 2024)), and Texas Tech University (TTU Prohibit Acknowledgment Form (2025–26), at 1 (signed Jan. 13, 2026); NCAA SAR Submission (May 21, 2026), at 3–4).

Mr. Sorsby's Reinstatement Request

54. Prior to May 19, 2026, no reinstatement request had been submitted in this matter. In the absence of a submitted request, there was no reinstatement evaluation for reinstatement staff to undertake. Communications that occurred before that date—including discussions between the

institution, its counsel, and NCAA enforcement staff—were part of enforcement fact-gathering and did not constitute a reinstatement request or initiate the reinstatement process.

55. On May 18, 2026, Texas Tech declared Mr. Sorsby ineligible and submitted Stipulated Facts to the NCAA. Stipulated Facts, at 1.

56. On May 19, 2026, the reinstatement request was entered into the NCAA's RSRO system. The case was assessed, assigned to a case manager, and review began that same day.

57. On May 21, 2026, reinstatement staff requested limited additional information to complete the record. Texas Tech responded that same day. The additional information included Mr. Sorsby's estimate that approximately \$6,000 to \$7,000 was bet on his behalf by a friend on MLB, NFL, and NBA during the Texas Tech period. Additional sports wagering education documentation was also uploaded.

58. On May 22, 2026, reinstatement staff issued a decision denying Mr. Sorsby's reinstatement request. The decision was rendered by reinstatement staff based on the record submitted by the institution. The enforcement investigation, which had been initiated in April 2026, remained separate at the time of the reinstatement decision.

The NCAA Has Followed Its Standard Procedures

59. The NCAA followed its standard reinstatement procedures in this matter. Consistent with those procedures, reinstatement review begins only upon submission of a request by the institution, at which point NCAA reinstatement staff conduct an initial assessment and request any additional information necessary to evaluate the request. I am not aware of any respect in which this matter was handled less favorably than other reinstatement cases involving similar violations. On the contrary, while this reinstatement request did not meet the typical definition of an “urgent” matter (there was no expected competition within 10 days), staff processed the request within 3 days of receiving it.

60. Consistent with its operating framework, NCAA reinstatement staff applied the membership-adopted guidelines to the specific facts of this case and determined that Mr. Sorsby’s conduct warranted denial of reinstatement. Because Mr. Sorsby’s sports wagering activity involved significant integrity concerns, including wagering on his own team while a student-athlete, the applicable guidelines direct staff to begin their withholding analysis at permanent loss of eligibility in all sports. Staff further identified additional factors supporting that outcome, including that Mr. Sorsby engaged in sports wagering activity involving other sports at multiple institutions, wagered on his own sport at another institution, placed a high volume of bets involving significant cumulative dollar amounts, and received sports wagering rules education on multiple occasions. Although staff considered the mitigating information submitted by Texas Tech—including Mr. Sorsby’s diagnosis of a gambling disorder, his participation in treatment, and the institution’s request for a reduced withholding condition—staff ultimately concluded that based on Mr. Sorsby’s culpability for the violation and the significant integrity concerns associated with wagering on one’s own team, there were no circumstances warranting reinstatement of eligibility.

61. In this matter, the materials reviewed by NCAA staff included information regarding the student-athlete's diagnosed gambling disorder and participation in residential treatment.

62. The institution's SAR submission also included documentation of sports wagering education provided to Mr. Sorsby at Texas Tech, listing seven separate education events from January 12 through April 21, 2026, including a new student-athlete presentation, Prohibet acknowledgment, Super Bowl and March Madness gambling reminders, an IC360 integrity presentation, a general sports wagering reminder, and a football team meeting.

63. NCAA staff also considered the student-athlete's acknowledgment of the conduct at issue.

64. That information was evaluated as part of the overall assessment of the reinstatement request, in accordance with the reinstatement staff's obligation to attempt to place the student-athlete back in the position he or she would have been prior to the violation occurring while maintaining the integrity of the Association's values.

Consistency With Prior Guidance and Practice

65. The NCAA applies its reinstatement guidelines across cases involving sports wagering to promote consistency and uniformity in the evaluation of student-athlete eligibility.

66. Under those guidelines, violations involving wagering on a student-athlete's own team or sport are treated as among the most serious categories of conduct.

67. I am aware of sports wagering reinstatement requests involving student-athletes at the University of Iowa and Iowa State University beginning in or around May 2023. Those matters involved numerous student-athletes across multiple sports, many of whom engaged in wagering activity involving relatively modest dollar amounts. For example, in the Iowa matter, one

student-athlete placed impermissible wagers totaling only approximately \$13 on his institution's teams, yet nonetheless he was deemed permanently ineligible under the applicable guidelines and was not reinstated after consideration of his case. More broadly, several student-athletes in those investigations lost eligibility permanently or significant portions of their remaining eligibility, including in circumstances involving wagering on their own team or their institution's athletics programs. These outcomes reflect that eligibility consequences are driven primarily by the nature of the conduct—including wagering on intercollegiate athletics or one's own team—rather than the total amount wagered.

68. The NCAA's approach in those matters is consistent with the reinstatement guidelines adopted by the membership and reflects a uniform framework governing sports wagering violations. The NCAA evaluates the category of the violation—including whether it involves wagering on a student-athlete's own team or competition—rather than focusing exclusively on the size or number of wagers.

69. Applying a different outcome in this matter would depart from the framework reflected in the NCAA's reinstatement guidelines and from the manner in which those guidelines have been applied in comparable cases.

70. This affidavit is based upon my personal knowledge of the facts and/or business records that were made in the regular course of business. If called as a witness, I could and would testify to the statements made herein.

I declare under penalty of perjury under the laws of the United States that the foregoing
is true and correct. Executed in Indianapolis, Indiana on this 29th day of May 2026.

By: Jerry Vaughn
Jerry Vaughn

SUBSCRIBED AND SWORN TO BEFORE ME on this 29th day of May, 2026, to
certify which witness my hand and seal of office.

By: 
Notary Public

Notarized online using audio-video communication technology

Kimberly Fort
Electronic Notary Public
State of Indiana
Commission #: NR0001951
My commission expires Jun 25, 2031

Tab F

Stipulated Facts Concerning Sports Wagering Activity by Texas Tech University Football Student-Athlete Brendan Sorsby

Texas Tech University and football student-athlete Brendan Sorsby submit the following facts concerning an investigation relating to Sorsby's impermissible sports wagering activity while he was a student-athlete. Subject to Paragraph 23 below, and based on the limited record developed to date, the NCAA Enforcement Staff does not contest the representations herein. The parties agree that this activity constitutes violations of NCAA Bylaw 10.3.

Background

1. Sorsby graduated high school in May 2022 in Denton, Texas. He initially enrolled at Indiana University. He participated in one game at Indiana in 2022 and subsequently used seasons-of-competition at Indiana (2023) and the University of Cincinnati (2024 and 2025).
2. Sorsby enrolled at Texas Tech in January 2026 and has one season of eligibility remaining.
3. Sorsby acknowledges, and the acquired data supports, that during the period of Sorsby's collegiate enrollment he used online betting and prediction applications (e.g., Hard Rock Bet, FanDuel, Underdog, PrizePicks) registered in his name or in the name of [REDACTED] or friend [REDACTED] to place impermissible bets on college and professional sports. The total sum of known impermissible wagers attributed to Sorsby is at least \$90,000.
4. Sorsby acknowledges that he provided money to [REDACTED] to place bets on his behalf. The total amount of funds Sorsby transferred to [REDACTED] is at least \$60,000.
5. Sorsby never used any devices other than his mobile phone to access his or the [REDACTED] or [REDACTED] accounts to place bets.
6. On or about April 27, 2026, Sorsby entered a residential treatment facility in Goodyear, Arizona, to address his mental health concerns and sports wagering addiction.

Sports Wagering Activity While Enrolled at Indiana University

7. From June 2022 through December 2023, Sorsby funded and placed impermissible bets on college and professional sports using sports wagering applications Hard Rock Bet and FanDuel and prediction applications Underdog and Prize Picks.
8. The total number of known impermissible bets placed on these applications was at least 2900 (all legs of parlay bets = more than 8,600 impermissible wagers) totaling more than \$30,000. [NOTE: Many of the impermissible wagers during this period were made in parlays that included between two to 22 separate legs/events.]
 - a. Between September 2 and October 22, 2022, Sorsby's impermissible bets included at least 40 wagers on Indiana's football team and/or the performance of individual members of the team totaling at least \$850. The amount per wager ranged from less than \$1 to \$114. Specifically:

- i. Sorsby placed two straight bets and 32 parlay bets that included at least one leg on the Indiana football team (i.e., total points, covering the spread).
 - ii. Sorsby placed three straight bets and 11 parlay bets that included at least one leg on members of Indiana's football team (i.e., a teammate exceeding passing/rushing/receiving yards).
 - b. Between October 15, 2022, and November 20, 2023, Sorsby placed at least 50 impermissible bets totaling more than \$1,400 on Indiana's men's basketball team and/or individual members of the team (wagers placed in "straight" bets and parlay bets).
 - c. Between September 2022 and December 2023, Sorsby placed approximately 300 bets totaling at least \$6,500 on college football contests and/or collegiate player performances not related to Indiana football.
9. At the time of Sorsby's bets on Indiana's football team and/or individual members of the team, Sorsby was practicing with the team but was not dressing/traveling for road contests. He ceased placing bets on Indiana's football team and/or individual members of the team two weeks prior to his first and only appearance in the 2022 season (November 5, 2022 vs. Penn State).
10. Sorsby never bet on the Indiana team and/or individual members of the team in a game in which he participated. He did not engage in any activity designed to influence the outcome or integrity of an intercollegiate contest or in an effort to affect win-loss margins ("point shaving").
11. Subject to Paragraph 23 below, and based on the limited record developed to date, Sorsby was not aware of an October 2022 bet on [REDACTED] Prize Picks account for the "under" for the Indiana QB passing yards, nor was he aware of a September 2023 bet on [REDACTED] FanDuel account on the "under" for the first half of the Indiana game. Sorsby became aware of these bets only after the betting data was made available to his attorneys.
12. All of Sorsby's wagers on Indiana football and most of his bets on Indiana men's basketball were bets for the team and/or individual members of the team to exceed the odds set for the particular event (i.e., Sorsby was not betting on the underperformance of the team or any of his teammates). Some of his bets on Indiana basketball were on the first half or total under (points) for the game. Sorsby never bet against Indiana basketball.¹
13. Subject to Paragraph 23 below, and based on the limited record developed to date, Sorsby never knowingly provided non-public information about his Indiana team or teammates to individuals for the purpose of sports wagering activities.

¹ Sorsby never placed a bet against the Indiana basketball team but placed four parlay prop bets on Indiana basketball players that also included prop bets on an opposing student-athlete in three games against Indiana in 2023. The four prop bets were for the opposing student-athlete to exceed the point or rebound totals.

Sports Wagering Activity While Enrolled at the University of Cincinnati

14. From December 25, 2023, through September 30, 2024, Sorsby funded and placed known impermissible bets on college and professional sports using sports wagering applications Hard Rock Bet and FanDuel.
15. Between December 25, 2023, and June 23, 2025, Sorsby provided more than \$60,000 to [REDACTED] to deposit in a FanDuel account registered to Sorsby's [REDACTED] that was accessed and shared by Sorsby and [REDACTED] to place bets.
16. From January 7, 2024, through September 30, 2024, Sorsby placed at least 165 impermissible bets on college and professional sports (all legs of parlay bets = approximately 500 impermissible wagers) totaling at least \$38,000.
 - a. On February 10, 2024, three wagers were placed on the shared FanDuel account on the Cincinnati men's basketball team for a total of \$3,500. Sorsby acknowledges that he placed one or two of the wagers.
 - b. Between January 7, 2024, and September 30, 2024, Sorsby placed at least 10 bets totaling more than \$2,500 on other college football contests and/or player performances not related to Cincinnati football.
17. All of Sorsby's wagers on Cincinnati men's basketball were bets for the team and/or individual members of the team to exceed the odds set for the particular event (i.e., Sorsby never bet on the underperformance of the team or any of its players).
18. Subject to Paragraph 23 below, and based on the limited record developed to date, Sorsby never funded, placed, or was otherwise involved in wagering on Cincinnati's football team and/or individual members of the team (including the several bets that appear on [REDACTED] account).
19. Subject to Paragraph 23 below, and based on the limited record developed to date, Sorsby never knowingly provided non-public information about his Cincinnati team and/or individual members of the team to individuals for the purpose of sports wagering activities.

Additional Sports Wagering Activity

20. Subject to Paragraph 23 below, and based on the limited record developed to date, Sorsby has placed sports bets since enrolling at Texas Tech through sports wagering accounts belonging to [REDACTED]. During this time, Sorsby sent approximately \$5,000 via Venmo or Zelle to [REDACTED] who then used the money to place bets on his behalf using prediction applications Underdog, Prize Picks or Chalkboard. Sorsby does not recall the number of bets that were placed for him after he enrolled at Texas Tech, but his betting activity was similar to his prior activity. Sorsby directed bets solely on professional sports, such as the PGA Tour, the NBA, and MLB during this period.
21. Subject to Paragraph 23 below, and based on the limited record developed to date, Sorsby has not placed bets on Texas Tech sports since he enrolled at Texas Tech.

22. Sorsby used Bovada infrequently to play traditional casino games (e.g., blackjack) but never used offshore betting, prediction markets, casino sportsbooks, or bookmakers to place sports bets while in college.

Additional Agreed-Upon Facts

23. The parties acknowledge that the stipulated facts do not represent a comprehensive or complete investigation of all wagering, financial and/or communications records for Sorsby or the other individuals identified herein.

Tab G

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	THIRTEENTH JUDICIAL CIRCUIT
COUNTY OF PICKENS	)	
	)	
Tristan Smith,	)	CIVIL ACTION NO. 2026-CP-39-00073
	)	
Plaintiff,	)	ORDER GRANTING
	)	TEMPORARY INJUNCTION
v.	)	
	)	
National Collegiate Athletic Association,	)	
	)	
Defendant.	)	
_____	)	

In the instant matter, the National Collegiate Athletic Association (“NCAA”) denied Tristan Smith’s legislative relief waiver for the 2026-2027 football season, counting his junior college years at Hutchinson Community College (Fall 2022 to Spring 2024) against the NCAA’s Five-Year Rule. Mr. Smith asserts the NCAA’s denial of his waiver is a misapplication of its Bylaws; arguing the NCAA has selectively granted eligibility waivers to other similarly situated athletes who, like Mr. Smith, competed at junior college (“JUCO”) institutions before enrolling in a NCAA Division I program. Based on the NCAA’s previous granting of waivers, Mr. Smith claims the NCAA’s decision is unreasoned and the hallmark of capricious and arbitrary treatment.

As a result, Mr. Smith filed this action asserting several causes of action against the NCAA, primarily: 1) tortious interference with prospective business relations, and 2) breach of contract based on an implied third-party beneficiary claim; and requested this Court enter this temporary restraining order and injunction.

In South Carolina, a temporary restraining order and injunction are appropriate when: (1) the plaintiff will suffer immediate and irreparable harm absent relief; (2) the plaintiff is likely to succeed on the merits; and (3) no adequate remedy at law exists. *See County of Richland v. Simpkins*, 348 S.C. 664, 560 S.E.2d 902 (Ct. App. 2002); *Compton v. SC Dep’t of Corr.*, 392 S.C.

361, 709 S.E.2d 639 (2011). South Carolina Courts recognize that granting a request for a temporary restraining order and preliminary injunction is an extraordinary equitable remedy designed to preserve the status quo and prevent permanent harm before a final adjudication on the merits of any case. *See Scratch Golf Co. v. Dunes W. Residential Golf Props., Inc.*, 361 S.C. 117, 121, 603 S.E.2d 905, 907 (2004); *Zabinski v. Bright Acres Assocs.*, 346 S.C. 580, 601, 553 S.E.2d 110, 121 (2001). Movants are required to make a showing of urgency and a clear demonstration that the injury cannot be remedied at a later date. *See County of Richland v. Simpkins*, 348 S.C.644, 560 S.E.2d 902 902 (Ct. App. 2002). Our Courts recognize that equitable intervention is appropriate when administrative remedies are exhausted or when pursuing further administrative review would be futile. *See Robinson v. S.C. Dep't of Emp. & Workforce*, 443 S.C. 63, 902 S.E. 2d 41 (2024).

In support of Mr. Smith's claims, he directs this Court's attention to the eligibility waivers granted to Malik Benson and Diego Pavia. The NCAA granted the eligibility waiver for both individuals. Mr. Benson's case is nearly identical to the present case. Mr. Benson also attended Hutchinson Community College, and like Mr. Smith, had two JUCO years counted by the NCAA. Nevertheless, the NCAA granted Mr. Benson the waiver and he was permitted to compete for the University of Oregon. The only material distinction the Court can identify between Mr. Benson's case, and the instant matter is that Mr. Smith's final Division I season falls in 2025-26 rather than 2024-25.

Courts nationwide have recognized that the loss of a season of athletic participation is a form of irreparable harm because it destroys a time-limited opportunity that no later remedy can recreate. *See State of Ohio v. Nat'l Collegiate Athletic Ass'n*, No. 1:23-cv-00100 (N.D.W. Va. Dec. 7, 2023)(cited as the hallmark case opining on the immediacy of the harm of losing even a single game.). Courts have consistently held that the loss of a season constitutes irreparable harm

especially where NIL earnings are tied directly to participation. *Id.* In the instant case, if Mr. Smith is prohibited from participating in the upcoming football season at Clemson University, Mr. Smith would lose personal development, experience, and professional prospects. As the district court found in the most recent decision issued on June 8, 2026 in the matter of *Sorsby vs. NCAA*, DC-2026-CV-0791, the irreparable harm includes, but is not limited to, benefits from the coaching staff, trainers and being a member of a Division I college; and being able to make an informed decision as to whether to enter the 2026 NFL Supplemental Draft.

While this Court has concerns regarding Mr. Smith's likelihood of success on the merits of his claims, the standard for assessing the likelihood of success on the merits does not require the applicant to prove their case conclusively. Rather, "when seeking a preliminary injunction, the plaintiff need not prove an absolute legal right; the plaintiff need only present 'a fair question to raise as to the existence of such a right'" *Levine v. Spartanburg Regional Services Dist., Inc.*, 367 S.C. 458, 626 S.E.2d 38 (2005). The determination of whether an injunction should be granted "should not be based on the merits of the underlying case except insofar as the merits may assist the trial court in determining whether a prima facie showing has been made. *Id.* Here, Mr. Smith has demonstrated to the Court's satisfaction a fair question to raise the existence of such a right under an implied third-party beneficiary contract theory.

Moreover, public interest supports fair competition and equitable treatment of college athletes. Especially those athletes who have overcome academic challenges to excel at the Division I level. There is no adequate remedy at law in this matter as Mr. Smith's loss of his final year of participating in this season cannot be remedied monetarily.

Finally, equity dictates granting Mr. Smith's request herein. See *Robinson v. Est. of Harris*, 389 S.C. 360, 371, 698 S.E.2d 801, 807 (2010)(citing *Jones v. Leagan*, 384 S.C. 1, 19, 681 S.E.2d

6, 16 (Ct.App.2009)(stating Courts have the inherent power to do all things reasonably necessary to ensure that just results are reached to the fullest extent possible.). Cases such as these must be determined on a case-by-case basis. Under these specific facts and circumstances, granting a temporary restraining order and injunction ensures a just result.

Based on the foregoing,

IT IS ORDERED:

1. The NCAA is restrained and enjoined from enforcing, applying, or attempting to enforce the November 14, 2025, denial of Mr. Smith's waiver declaring him ineligible to compete in the 2026 – 2027 football season of competition at Clemson University;
2. The NCAA is restrained and enjoined from threatening, initiating, or imposing any penalty, sanction, or adverse eligibility determination against Mr. Smith or Clemson University, its coaches, athletes, or staff, for allowing Mr. Smith to participate in games of competition;
3. The NCAA is restrained and enjoined from enforcing or attempting to enforce the NCAA Rule of Restitution (Bylaw 12.9.4.2) in connection with this Order;
4. The NCAA shall declare Mr. Smith immediately eligible for competition during the 2026 – 2027 season; and

This Order is effective immediately upon the posting of a surety bond in the amount of \$5,000.00 with the Clerk of Court and shall continue in full force and effect until a full trial on the merits or further order of this Court.

IT IS SO ORDERED.

[JUDGE'S ELECTRONIC SIGNATURE TO FOLLOW]



Pickens Common Pleas

Case Caption: Tristan Smith VS National Collegiate Athletic Association

Case Number: 2026CP3900073

Type: Order/Other

So Ordered

Jessica A. Salvini

Automated Certificate of eService

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Alecia Tipton on behalf of Ben Mesches

Bar No. 24032737

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Filing Code Description: Motion for Emergency Relief

Filing Description: Appellant's Opposed Emergency Motion to Stay

Status as of 6/15/2026 9:40 AM CST

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