

UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

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CORTEZ BRAHAM, JR.,

Case No. 3:25-cv-00253-MMD-CSD

Plaintiff,

ORDER

v.

NATIONAL COLLEGIATE ATHLETIC  
ASSOCIATION,

Defendants.

**I. SUMMARY**

Plaintiff Cortez Braham, Jr. sued Defendant National Collegiate Athletic Association (“NCAA”) alleging violations of federal antitrust laws and seeking to block enforcement of the NCAA’s Junior College Eligibility Limitation Bylaws, including: (1) the Five-Year Rule (Bylaw 12.8.1); (2) the 2-4 Transfer GPA Rule (Bylaw 14.5.4.3(d)); and (3) the Rule of Restitution (Bylaw 12.11.4.2). (ECF No. 1.) Before the Court is Braham’s motion for a temporary restraining order (“TRO”) and/or preliminary injunction (“PI”). (ECF No. 8 (“Motion”)).<sup>1</sup> Because Braham has shown that he is likely to succeed on the merits of his claim and that he will be irreparably harmed absent preliminary injunctive relief, the Court necessarily finds that the balance of equities tips in his favor and that such relief serves the public interest. Accordingly, the Court will grant the Motion.

<sup>1</sup>Defendant filed a response (ECF No.22) and Plaintiff replied (ECF No. 23). The Court also set an expedited briefing schedule and hearing on the Motion (“the Hearing”). (ECF No. 13.) During the Hearing, the Court granted Defendant’s motion to file supplemental authority. (ECF No. 26.) On July 17, 2025, Defendant filed a second motion for leave to file notice of supplemental authority—the Seventh Circuit Court of Appeals’ decision in *Fourqurean v. National Collegiate Athletic Association* issued on July 16, 2025. (ECF No. 27.) The Court grants that motion (ECF No. 27) to the extent it notifies the Court of the Seventh Circuit’s decision, reversing the lower court’s decision discussed in Defendant’s response (ECF No. 22 at 24 n. 5).

1       **II. BACKGROUND**

2       Braham is a first-generation college student and collegiate athlete. (ECF No. 8 at  
 3       2; ECF No. 8-1 at 8.) In May 2019, Braham graduated from Westwood High School in  
 4       Blythewood, South Carolina, where he was rated a three-star prospect by ESPN. (ECF  
 5       No. 1 at 17.) In August 2019, Braham began his college athletic career as a Division I  
 6       ("DI") wide receiver at Hutchinson Community College ("HCC")—a junior college  
 7       ("JUCO")<sup>2</sup>—where he played for the 2019-2020 season. (ECF No. 1 at 17; ECF No. 8 at  
 8       2.) In his second year at HCC (Fall 2020), the fall season was postponed to Spring 2021  
 9       due to the COVID-19 pandemic.<sup>3</sup> (ECF No. 1 at 17; ECF No. 8-1 at 8.) In Spring 2021,  
 10      Braham played a second season at HCC and received a scholarship offer to transfer and  
 11      play NCAA DI football at West Virginia University ("WVU"). (ECF No. 1 at 17; ECF No. 8-  
 12      1 at 8.)

13      Shortly before transferring to WVU, Braham was notified that his 2.47 GPA fell short  
 14      of the NCAA's 2.50 GPA requirement for JUCO transfers under the "2-4 Transfer Rule"  
 15      (Bylaw 14.5.4.3(d)). (ECF No. 1 at 17; ECF No. 8 at 2; ECF No. 8-5 at 2-3.) Under the 2-  
 16      4 Transfer Rule, a student-athlete transferring from a JUCO school to an NCAA DI school  
 17      must have a minimum GPA of 2.50, whereas a student-athlete transferring between NCAA  
 18      four-year institutions need only have a 2.0 GPA. (ECF No. 8-2 at 3; ECF No. 8-1 at 6.)  
 19      Accordingly, the higher GPA requirement for JUCO athlete-transfers rendered him  
 20      ineligible to compete at the DI level. (ECF No. 8-1 at 8.) As a result, in Fall 2021, Braham

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 23      <sup>2</sup>Unlike the four-year collegiate institutions governed by the NCAA, JUCOs are two-  
 24      year institutions governed by the National Junior College Athletic Association ("NJCAA").  
 25      (ECF No. 1 at 11.)

26      <sup>3</sup>Braham played football at HCC for two seasons, but one of those seasons was  
 27      during the 2020-2021 COVID-19 pandemic. The NCAA issued a blanket waiver permitting  
 28      member institutions to self-apply a waiver of the Five-Year Rule and the Intercollegiate  
 29      Competition Rule (ICR) for the 2020-2021 season. (ECF No. 1 at 15; ECF No. 8-1 at 7;  
 30      ECF No. 22 at 13.) In effect, the Spring 2021 season did not count towards the four  
 31      seasons of competition limit or five-year eligibility window. (*Id.*) As such, the parties agree  
 32      that, under the existing NCAA eligibility rules, only one of Braham's two years of junior  
 33      college football "counts" toward the eligibility clock.

1 remained at HCC, where he sat out from athletics to take additional coursework and, by  
2 Spring 2022, successfully raised his GPA above 2.50. (ECF No. 1 at 17-18; ECF No. 8-1  
3 at 8; ECF No. 22 at 13.) Thus, Braham played a total of two full seasons (one of which  
4 was waived under the NCAA's COVID-19 blanket waiver) at the JUCO level before  
5 transferring to an NCAA DI institution.

6 In Fall 2022, Braham regained eligibility and played for WVU for his first full NCAA  
7 season. (ECF No. 1 at 18; ECF No. 8-5 at 3.) In Fall 2023, Braham returned to WVU,  
8 where, due to "familial hardship[s]"<sup>4</sup> (ECF No. 8-5 at 3), he played only a partial season,  
9 which did not count toward the NCAA's four seasons of competition limit under the  
10 Intercollegiate Competition Rule ("ICR").<sup>5</sup> (ECF No. 1 at 18; ECF No. 8-1 at 8; ECF No. 22  
11 at 13.) In Fall 2024 (2024-2025 season), Braham transferred to the University of Nevada,  
12 Reno ("UNR")—an NCAA DI institution—for his second full NCAA season. (ECF No. 8-1  
13 at 8-9; ECF No. 8-5 at 3; ECF No. 22 at 13.)

14 At the Hearing, Braham did not dispute that the below chart provided in Defendant's  
15 response accurately reflects his total seasons of competition and years of eligibility under  
16 the current NCCA bylaws, showing that Braham used two years at the JUCO level and  
17 three years at the DI level, maxing out his five years of eligibility. (See ECF No. 22 at 13.)

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24 <sup>4</sup>Under the Redshirt Rule (Bylaw 12.8.3.1.6), football players are allowed to play up  
25 to four games per season without losing a year of eligibility. See *Pavia v. Nat'l Collegiate*  
26 *Athletic Ass'n*, 760 F.Supp.3d 527, 542 (M.D. Tenn. 2024). Here, Braham played in no  
more than four games in the 2023-2024 season. (ECF No. 8-5 at 3.)

27 <sup>5</sup>Under the ICR (Bylaw 12.8), "[a] student-athlete shall not engage in more than four  
28 seasons of intercollegiate competition in any one sport." (ECF No 8-6 at 11; ECF No. 8-1  
at 7.)

Cortez Braham's College Football Career				
Year	Enrolled Full Time	Played Football	Counts Towards 4 Seasons of Competition	Counts Towards 5 Years of Eligibility
2019	Hutchinson CC (JUCO)	Full Season	Yes (1)	Yes (1)
2020 (COVID)	Hutchinson CC (JUCO)	Full Season (Spring 2021)	No (COVID Waiver)	No
2021	Hutchinson CC (JUCO)	No	No (Sat out due to 2-4 Transfer GPA Rule)	Yes (2)
2022	West Virginia (DI)	Full Season	Yes (2)	Yes (3)
2023	West Virginia (DI)	Partial Season	No (Redshirt)	Yes (4)
2024	Nevada-Reno (DI)	Full Season	Yes (3)	Yes (5)

Now, in Fall 2025, Braham wants to compete in the upcoming 2025-2026 season but has no remaining eligibility under the current NCAA DI Bylaws concerning seasons of competition and years of eligibility. (ECF No. 8 at 2.) Braham has been informed that he is ineligible for the upcoming season under the NCAA's "Five-Year Rule" (Bylaw 12.8.1),<sup>6</sup> which limits athletes to four seasons of intercollegiate competition within a five-year

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<sup>6</sup>Under the Five-Year Rule (Bylaw 12.8.1), "[a] student-athlete shall complete [their] seasons of participation within five calendar years from the beginning of the semester or quarter in which the student-athlete first registered for a minimum full-time program of studies in a collegiate institution, with time spent in the armed services, on official religious missions, or with recognized foreign aid services of the U.S. government being excepted." (ECF No. 8-6 at 11.)

1       eligibility window beginning from their full-time enrollment in a collegiate program, which  
2       includes any NCAA four-year member institution or two-year community college. (ECF No.  
3       8-1 at 6-7; ECF No. 8-2 at 4; ECF No. 8-6 at 11; ECF No. 22 at 8.) This five-year window  
4       is known as the “Eligibility Clock” (ECF No. 8-2 at 4), and, under Bylaw 12.8.1.1, it starts  
5       to run from the date upon which the individual registers as a “full-time” student “in a regular  
6       term” at a “collegiate institution” and “attends the first day of classes for that term.”<sup>7</sup> (ECF  
7       No. 8-1 at 6; ECF No. 8-6 at 11.) As specified, under Bylaw 12.8.1.2, the NCAA eligibility  
8       rules contain exceptions that allow for alternate forms of post-secondary education and  
9       athletic competition without affecting the five-year clock, including military service,  
10       religious missions, professional careers in other sports, or independent athletic or  
11       academic work. (ECF No. 8-6 at 11-12.)

12       Braham first attempted to seek relief through UNR’s internal eligibility waiver  
13       process. (ECF No. 1 at 6.) Under NCAA Bylaw 5.4.1.3, only member institutions (i.e., four-  
14       year colleges and universities), conferences, or designated committees and  
15       subcommittees are authorized to file and seek legislative waivers; individual athletes are  
16       not permitted to do so on their own. (*Id.*; see also ECF No. 8-5 at 3.) On February 18,  
17       2025, UNR’s Senior Associate Athletics Director for Compliance, Joseph Flores, informed  
18       Braham that the university was unwilling to file or support an eligibility waiver on his behalf  
19       and advised him to seek legal counsel independently. (ECF No. 1 at 6-7; ECF No. 8-5 at  
20       3.) On May 5, 2025, Braham’s then attorney and agent, Joseph Benincasa, contacted Mr.  
21       Flores to confirm whether UNR maintained its position. (ECF No. 1 at 7.) Mr. Flores  
22       reaffirmed the university’s refusal to pursue a waiver on Braham’s behalf. (*Id.*; see also  
23       ECF No. 23 at 2.)

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25       <sup>7</sup>Under Bylaw 14.02.4, a “collegiate institution” is defined as an institution of higher  
26       education that “[i]s accredited at the college level by an agency or association recognized  
27       by the secretary of the Department of Education and legally authorized to offer at least a  
28       one-year program of study creditable toward a degree”; or “[c]conducts an intercollegiate  
athletics program, even though the institution is not accredited at the college level and  
authorized to offer at least a one-year program of study creditable toward a degree.” (ECF  
No. 8-1 at 6.) This definition includes Junior Colleges. (*Id.*)

1           With no available internal administrative recourse, Braham filed suit on May 27,  
 2 2025. The Complaint asserts claims for breach of contract; and for violations of Section 1  
 3 of the Sherman Antitrust Act of 1890 (“the Sherman Act”), which prohibits “contract[s],  
 4 combination[s], or conspirac[ies] in restraint of trade or commerce.” 15 U.S.C. § 1. (ECF  
 5 1 at 7).<sup>8</sup>

6           Braham seeks injunctive relief in time for him to be eligible to compete in the  
 7 upcoming 2025-2026 season at UNR. (ECF No. 8-1 at 3; ECF No. 8-5 at 4.) In particular,  
 8 he seeks a TRO and/or PI to enjoin the NCAA from enforcing its JUCO Eligibility Limitation  
 9 Bylaws, including: (1) the Five-Year Rule, which counts his time at junior college as  
 10 exhausting one year of intercollegiate competition and two years of eligibility and would  
 11 bar Braham from being eligible to participate in the 2025-2026 NCAA DI football season;  
 12 (2) the 2-4 Transfer GPA Rule as applied to Braham; and (3) the Rule of Restitution<sup>9</sup>, to  
 13 the extent it may be enforced against Braham or any NCAA member institution that allows  
 14 him to compete. (ECF No. 8 at 3.) Braham alleges that he is suffering and will continue to  
 15 suffer immediate and irreparable harm absent injunctive relief, citing the loss of an  
 16 unreclaimable “once-in-a-lifetime opportunity” to compete in NCAA DI football—a loss that  
 17 not only impacts his ability to secure “name, image, and likeness” (“NIL”)<sup>10</sup> deals but that  
 18 also impairs his prospects of playing professionally, deprives him of essential training and

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 22           <sup>8</sup>To the extent Defendant argues that Braham failed to show irreparable harm  
 23 because of his “unreasonable delay” in seeking injunctive relief as Defendant appears to  
 24 suggest in its motion to supplement (ECF Nos. 25, 25-1 at 3), the Court does not find the  
 25 delay to be unreasonable under the present circumstances.

26           <sup>9</sup>The Rule of Restitution (Bylaw 12.11.4.2) allows for potential retroactive penalties  
 27 if a student-athlete, initially deemed ineligible, is allowed to compete in accordance with a  
 28 court-ordered restraining order or injunction that is later vacated, stayed, or reversed or  
 ultimately determined by a court to have been unjustified. (ECF No. 8-1 at 18-19; see also  
 ECF No. 8-6 at 14-15.)

26           <sup>10</sup>In 2021, the Supreme Court decision in *Alston* authorized the ability of collegiate  
 27 student-athletes to earn compensation for their “name, image, and likeness” (“NIL”). See  
 28 *National Collegiate Athletic Ass’n v. Alston*, 594 U.S. 69 (2021) (“*Alston*”). While such  
 opportunities are available to all athletes, “virtually all football-related NIL funds go to  
 Division I football players.” *Pavia*, 760 F.Supp.3d at 532.

1 competition experiences, and adversely affects his personal well-being and mental health.  
 2 (ECF No. 8-1 at 15-17; see also ECF No. 8-5 at 4.)

3 **III. DISCUSSION**

4 To qualify for preliminary injunctive relief, a plaintiff must establish: (1) likelihood of  
 5 success on the merits; (2) likelihood of irreparable harm; (3) that the balance of equities  
 6 tips in his favor; and (4) that an injunction is in the public interest. See *Winter v. Natural*  
 7 *Res. Def. Council, Inc.*, 555 U.S. 7, 20 (2008). While these factors are a balancing test, a  
 8 failure to establish a likelihood of success on the merits “is usually fatal” to a plaintiff’s  
 9 request for preliminary injunction.” See *Pavia v. Nat’l Collegiate Athletic Ass’n*, 760  
 10 F.Supp.3d 527, 536 (M.D. Tenn. 2024) (quoting *Enchant Christmas Light Maze & Market*  
 11 *Ltd. v. Glowco, LLC*, 958 F.3d 532, 539 (6th Cir. 2020) (citation omitted)).

12 Because Braham seeks to alter the status quo by enjoining the NCAA from  
 13 enforcing the challenged bylaws, his request is subject to the heightened standard  
 14 applicable to mandatory injunctions. Relief that “orders a responsible party to ‘take action’”  
 15 is treated as a mandatory injunction. *Marlyn Nutraceuticals, Inc. v. Mucos Pharma GmbH*  
 16 & Co.

17 571 F.3d 873, 879 (9th Cir. 2009) (quoting *Meghrig v. KFC W., Inc.*, 516 U.S. 479,  
 18 484 (1996)). A mandatory injunction “goes well beyond simply maintaining the status quo  
 19 *pendent lite* and is particularly disfavored.” *Id.* (quoting *Anderson v. United States*, 612  
 20 F.2d 1112, 1114 (9th Cir. 1980)). “In general, mandatory injunctions are not granted unless  
 21 extreme or very serious damage will result and are not issued in doubtful cases or where  
 22 the injury complained of is capable of compensation in damages.” *Id.*; see also *Park Vill.*  
 23 *Apartment Tenants Ass’n v. Mortimer Howard Tr.*, 636 F.3d 1150, 1160 (9th Cir. 2011).

24 The Court will first address the parties’ arguments under the *Winter* framework as  
 25 to Braham’s likelihood of success on the merits and whether, absent injunctive relief,  
 26 Braham will suffer irreparable harm before turning to the balancing of the equities and the  
 27 public interest prongs, which will be addressed together. In sum, the Court finds that  
 28 Braham satisfies all four *Winter* factors and will grant preliminary injunctive relief.

#### A. Likelihood of Success on the Merits

2 Before addressing the merits of Braham's specific arguments under the Sherman  
3 Act, the Court must first address the NCAA's threshold argument that the Act does not  
4 apply because the challenged rules are "not commercial in nature" and, therefore, not  
5 subject to antitrust scrutiny. (ECF No. 22 at 17.) Other courts have held that Section 1  
6 applies "only if the rule is commercial in nature." *Pavia*, 760 F.Supp.3d at 536 (citing  
7 *Worldwide Basketball & Sport Tours, Inc. v. Nat'l Collegiate Athletic Ass'n*, 388 F.3d 955,  
8 958 (6th Cir. 2004)). The NCAA asserts that Section 1 applies only to "restraints of 'trade'  
9 or commerce," 15 U.S.C. § 1, and contends that commercial activity is "activity from which  
10 the actor anticipates economic gain." (ECF No. 22 at 16) (citing *O'Bannon v. Nat'l  
11 Collegiate Athletic Ass'n*, 802 F.3d 1049, 1065 (9th Cir. 2015)). The NCAA claims that its  
12 eligibility rules are "noncommercial" (ECF No. 22 at 16) and cites *O'Bannon*, which looked  
13 clearly at the nexus between "commercial" and "eligibility." See 802 F.3d at 1066 (holding  
14 that rules regulating player compensation are "commercial" while rules that determine  
15 player eligibility are noncommercial).

16 Braham replies that the NCAA’s attempt to cast its eligibility rules as  
17 “noncommercial” is misguided and outdated in a post-*Alston* world. (See ECF No. 23 at  
18 3.) In *Alston*, the Supreme Court held that the NCAA violated federal antitrust law by  
19 restricting the compensation student-athletes could receive in exchange for their athletic  
20 services, thereby paving the way for collegiate athletes to earn compensation for their  
21 “name, image, and likeness”. See 594 U.S. at 79, 93 (2021). In *Pavia*, 760 F.Supp.3d at  
22 532, the district court points out that the *Alston* decision “drastically changed the landscape  
23 of collegiate athletics” by enabling the NCAA to permit student-athletes to earn NIL  
24 compensation. (See ECF No. 23 at 3.) Braham recites the effects of this “commercial  
25 expansion,” including the NCAA’s upcoming agreement—effective July 1, 2025—to permit  
26 member institutions to pay up to \$20.8 million annually to their student-athletes, reflecting  
27 the lucrative benefits now available under a new commercialized model of collegiate

1      athletics. (ECF No. 23 at 3.) Thus, Braham contends that the challenged eligibility rules  
 2      are “commercial” and subject to antitrust scrutiny.

3      The Court agrees with Braham. The Court finds that, in a post-*Alston* world of NIL  
 4      compensation and changed “market realities,” O’Bannon’s classification of NCAA eligibility  
 5      rules as “noncommercial,” see 802 F.3d at 1066, is rendered moot. See *Elad v. Nat'l*  
 6      *Collegiate Athletic Ass'n*, 2025 WL 1202014, at \*7 (D.N.J. Apr. 25, 2025) (finding that  
 7      “[w]hether an antitrust violation exists necessarily depends on a careful analysis of market  
 8      realities. If those market realities change, so may the legal analysis”) (quoting *Alston*, 594  
 9      U.S. at 93 (citations omitted)); see also *Pavia*, 760 F.Supp.3d at 539 (emphasizing the  
 10     “new economic reality in the age of NIL compensation”). In the post-*Alston* collegiate  
 11     athletic world, the challenged eligibility rules are so intertwined with commercial rules and  
 12     benefits that they are, in essence, “commercial” in nature. Here, the Court agrees with  
 13     similar conclusions in *Elad*, 2025 WL 1202014, at \*7, and *Pavia*, 760 F.Supp.3d at 537,  
 14     and finds that the Five-Year Rule as applied to JUCO players is commercial in nature  
 15     because it is tied to potential NIL agreements, which are “commercial transactions.”  
 16     Accordingly, the Court concludes the challenged NCAA eligibility rules fall under the  
 17     purview of the Sherman Act.

18     The parties agree to the framework<sup>11</sup> (i.e., the “rule of reason”<sup>12</sup> analysis) that  
 19     applies to the Court’s likelihood of success on the merits analysis. Braham argues that,

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20     <sup>11</sup>Under *Alston*’s three-step burden-shifting framework for analyzing claims under  
 21     Section 1 of the Sherman Act (15 U.S.C. § 1), Plaintiff must prove that (1) “the challenged  
 22     restraint has a substantial anticompetitive effect.” *Nat'l Collegiate Athletic Ass'n v. Alston*,  
 23     594 U.S. 69, 96 (2021) (“*Alston*”). Then, the burden shifts to Defendant to (2) “show a  
 24     procompetitive rationale for the restraint.” *Id.* If the Defendant succeeds in making the  
 25     showing, then the burden shifts back to Plaintiff to (3) “demonstrate that the procompetitive  
 26     efficiencies could be reasonably achieved through less anticompetitive means.” *Id.* at 97.

27     <sup>12</sup>The “rule of reason” inquiry is used to determine whether a particular restraint is  
 28     unreasonable by “weigh[ing] legitimate justifications for a restraint against any  
 29     anticompetitive effects.” See, e.g., *Aya Healthcare Services, Inc. v. AMN Healthcare, Inc.*,  
 30     9 F.4th 1102, 1108 (9th Cir. 2021) (quoting *Paladin Assocs., Inc. v. Mont. Power Co.*, 328  
 31     F.3d 1145, 1156 (9th Cir. 2003)). The purpose of the inquiry is to examine the  
 32     “circumstances, details, and logic of a restraint” to ensure that it unduly harms competition  
 33     before a court declares it unlawful.” See *Alston*, 594 U.S. at 97 (quoting *California Dental*  
 34     *Ass'n v. F.T.C.*, 526 U.S. 756, 781 (1999)).

1 under *Alston*'s three-step framework for analyzing claims under Section 1 of the Sherman  
 2 Act (15 U.S.C. § 1): (1) the JUCO Eligibility Bylaws have a substantial anticompetitive  
 3 effect on the labor market for DI college football players; (2) the NCAA lacks pro-  
 4 competitive justifications for the JUCO Eligibility Bylaws; and (3) any potential pro-  
 5 competitive justifications for the JUCO Eligibility Bylaws could be achieved through less  
 6 restrictive means. (ECF No. 8-1 at 10-15.) The Court will address each factor in turn but  
 7 only as applicable to the Five-Year Rule.<sup>13</sup>

8 **1. The Five-Year Rule Has a Substantial Anticompetitive Effect on The  
 9 Labor Market For DI College Football Players**

10 To succeed under Section 1 of the Sherman Act, a plaintiff must first show that a  
 11 defendant "(1) participated in an agreement that (2) unreasonably restrain[s] trade in the  
 12 relevant market." *Pavia*, 760 F.Supp.3d at 536 (quoting *Nat'l Hockey League Players'*  
 13 Ass'n v. *Plymouth Whalers Hockey Club*, 325 F.3d 712, 718 (6th Cir. 2003)). At issue is  
 14 whether the Five-Year Rule unreasonably restrains trade in the relevant market, which  
 15 Braham argues is the labor market for DI college football. (ECF No. 8-1 at 10-12.) Before  
 16 reaching this issue, the Court first addresses the NCAA's argument that there is no  
 17 evidence offered of a labor market for college football players. (ECF No. 22 at 19-20.)

18 In *Ohio v. NCAA*, the court examined the "exclusive market power" of the NCAA  
 19 and its member institutions and held that "labor markets within NCAA Division I college  
 20 athletics in the United States are relevant antitrust markets." See 706 F.Supp.3d 583, 592  
 21 (N.D.W.V. 2023). Other courts considering antitrust challenges to NCAA eligibility rules  
 22 have made similar findings.<sup>14</sup> See, e.g., *Alston*, 594 U.S. at 90 ("market for student athlete

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23  
 24 <sup>13</sup>The challenged JUCO Eligibility Bylaws cover the 2-4 Transfer GPA Rule.  
 25 Because the Court finds Braham has demonstrated likelihood of success as to the Five-  
 26 Year Rule, the Court finds it unnecessary to address the Transfer GPA Rule.

27  
 28 <sup>14</sup>However, in *Fourquean v. National Collegiate Athletic Association*, the Seventh  
 Circuit cautioned that reliance on *Alston* to define the relevant market "overstates the  
 scope of the Court's ruling," as the Supreme Court there "did not decide the question of  
 market definition." See 2025 WL 1944005, at \*7 (7th Cir. July 16, 2025) (reversing grant  
 of preliminary injunction where plaintiff failed to show a likelihood of success on his  
 Sherman Act claim challenging the NCAA's Five-Year Rule).

1 services"); see also *Elad*, 2025 WL 1202014, at \*2 (giving "substantial weight" to definition  
 2 of the relevant market as "the labor market for college football athletes in general and  
 3 NCAA Division I football specifically"). Here, the Court agrees with Braham that the  
 4 relevant market is NCAA DI college football, as it is the sole pathway to NFL opportunities,  
 5 and participation provides unique benefits, including NIL compensation, which are not  
 6 available elsewhere, including at the JUCO level. (See ECF No. 8-1 at 11.)

7 The Court next addresses whether Braham has presented sufficient evidence that  
 8 the challenged Five-Year Rule unreasonably restrains trade within the labor market for  
 9 NCAA DI college football. Braham has met this threshold. Braham maintains the  
 10 challenged restraint restricts competition in the DI college football market by "limit[ing] the  
 11 amount of time [JUCO] athletes may play DI football because they have chosen to attend  
 12 a non-NCAA institution before transferring to a DI NCAA college." (ECF No. 8-1 at 13.)  
 13 Braham argues that this restraint, in turn, directly harms consumers (i.e., football players)  
 14 in the relevant market by preventing access to NIL benefits. (See *id.* at 11-13.) The NCAA  
 15 counters that the challenged rule does "not injure competition...by excluding a whole set  
 16 of players who, like Braham, are no longer eligible," suggesting that, here, no harm exists  
 17 because the eligibility rules simply define who can and cannot compete. (ECF No. 22 at  
 18 23.) The Court finds this line of reasoning to be circular and agrees with Braham.

19 Braham is correct in that the Five-Year Rule harms competition in the relevant  
 20 market by excluding a qualified cohort—namely, JUCO athletes. In *Pavia*, the district  
 21 conducted a similar analysis under the rule of reason and found that the NCAA eligibility  
 22 rules "giv[e] a competitive advantage to NCAA Division I member schools over junior  
 23 colleges – and thus the football players at each level" and that the "disparate treatment of  
 24 these two groups also results in a distortion of the labor market for NCAA Division I football  
 25 players." 760 F.Supp.3d at 539-40 (holding that plaintiff demonstrated a "likelihood that  
 26 the challenged restraints have a substantial anticompetitive effect").

27 The Court further finds the Five-Year Rule results in commercial harm by  
 28 foreclosing the opportunity for JUCO players to pursue NIL compensation at the DI level.

1 Such “disparate treatment” described above has material consequences for JUCO players  
2 who are excluded from the various benefits “disproportionately” conferred at the NCAA DI  
3 level, including “more exposure, potentially better competition and coaching, and financial  
4 advantages due to the NIL opportunities.” See *Pavia*, 760 F.Supp.3d at 540. Indeed, the  
5 NCAA likewise concedes that the “only injury is that, by virtue of their loss of eligibility, the  
6 [JUCO] players have lost an opportunity to play...and thus earn NIL money.” (ECF No. 22  
7 at 24.)

8 In assessing the challenged restraint for commercial harm, the Court follows the  
9 Supreme Court’s guidance in *Alston* to consider the “circumstances, details, and logic of  
10 a restraint” before declaring it “unlawful.” See 594 U.S. at 97. As such, the Court finds  
11 persuasive *Pavia*’s acknowledgment of the “new economic reality in the age of NIL  
12 compensation.” See 760 F.Supp.3d at 540. Thus, the Court concludes that the Five-Year  
13 Rule’s undue restraint on competition harms commerce, where “commerce,” under the  
14 present circumstances, encompasses the opportunity for JUCOS athletes to compete for  
15 NIL compensation.

16 Accordingly, the Court finds the Five-Year Rule to be an unlawful restraint that  
17 produces a substantial anticompetitive effect in the labor market for DI college football by  
18 excluding JUCO players from competition and, therein, from access to commercial NIL  
19 benefits.

20 **2. The NCAA Lacks Pro-Competitive Justifications for The Five-Year Rule**

21 Having found that Braham can demonstrate that the Five-Year Rule has a  
22 substantial anticompetitive effect, the burden shifts to the NCAA to provide a sound  
23 procompetitive justification for the Five-Year Rule. The NCAA offers that the  
24 procompetitive benefits of the challenged eligibility rules include: “(1) preserving college  
25 athletics as a unique product that is differentiated from professional sports; (2) expanding  
26 opportunities for prospective and current student-athletes; and (3) better aligning athletics  
27 and academics.” (ECF No. 22 at 26.) The Court does not find these justifications  
28 compelling. See *Pavia*, 760 F.Supp.3d at 541-42 (rejecting the NCAA’s argument that the

1      eligibility rules confer procompetitive benefits, including: “(1) preserv[ation] [of]  
 2      intercollegiate athletics as a unique offering; (2) increasing the number of students who  
 3      compete in Division I football; (3) improve[ment] [of] the quality of the student-athlete  
 4      experience; and (4) foster[ing] better alignment between athletics and academics”).

5           As to the first justification, if the “unique” and “differentiated” product for the NCAA  
 6      is an established and fixed version of what it means to be a “student-athlete” (see ECF  
 7      No. 22 at 26), this runs counter to the NCAA’s other exceptions to its Five-Year Rule that  
 8      allow for older students to join after prep school, military service, and/or religious  
 9      obligations. See *Elad*, 2025 WL 1202014, at \*9 (holding that the NCAA’s claim to a  
 10     differentiated product of “younger, less experienced” athletes is inconsistent with its  
 11     exceptions to the Five-Year Rule for older students) (see e.g., NCAA Bylaw 12.8.1.2).

12           The NCAA argues, in response, that the challenged rules “enhance access to  
 13      college football and improve the student-athlete experience by ensuring more prospective  
 14      student-athletes can enjoy the collegiate experience.” (ECF No. 22 at 26.) However, as  
 15      the *Pavia* court observed, given the NCAA’s exceptional “treatment of other student-  
 16      athletes with comparable or more post-secondary experience” under Bylaw 12.8.1.2, its  
 17      claim that eligibility rules are needed to “prevent age and experience disparities and  
 18      preserve the quality of experience” is unconvincing. See *Pavia*, 760 F.Supp.3d at 542.  
 19      The Court therefore finds the NCAA has not satisfied its burden of advancing a  
 20      procompetitive rationale for its eligibility restraints.

21           **3. Any Potential Pro-Competitive Justifications for The Five-Year Rule  
 22      Could Be Achieved Through Less Restrictive Means**

23           Lastly, as suggested in *Pavia*, see 760 F.Supp.3d at 543, Braham proposes the  
 24      less restrictive alternative of changing the start of the eligibility clock under the Five-Year  
 25      Rule to be triggered based on when an athlete first registers for classes at an NCAA  
 26      member institution instead of when they register at a “collegiate institution.” (ECF No. 8-1  
 27      at 14.) Similarly, Braham proposes changing the definition of “intercollegiate competition”  
 28      (see NCAA Bylaw 12.02.6) to reference when an athlete is “in a[n] NCAA member

1 institution" as opposed to "in either a two-year or four-year collegiate institution." (*Id.* at 14-  
2 15; ECF No. 8-6 at 10.) See *id.* In response, the NCAA counters that excepting non-NCAA  
3 schools from the Five-Year Rule would enable student-athletes to "compete indefinitely"  
4 at the junior college level before commencing their NCAA career. (ECF No. 22 at 28-29.)  
5 The NCAA also argues that counting JUCO seasons of competition under the Rule  
6 ensures natural degree progression within the NCAA four-year member institution. (ECF  
7 No. 22 at 28.)

8 Braham's proposed alternatives—i.e., to not count JUCO-level seasons of  
9 competition toward the eligibility clock at the DI level, to provide JUCO transfer students  
10 with an extra year of eligibility, or to change the definition of "intercollegiate competition"—  
11 eliminate the anticompetitive harm. The existence of the exceptions under the Five-Year  
12 Rule that allow for alternate forms of post-secondary education and athletic competition  
13 without affecting the eligibility clock (see ECF No. 8-6 at 11-12) highlights the unfairness  
14 of treating JUCO competition as analogous to DI competition. Moreover, as the Court has  
15 iterated above, in a post-*Alston* world of NIL compensation at the DI level, the structural  
16 exclusion of JUCO players is plainly unfair in that it restricts the number of years athletes  
17 have to compete for such opportunities.

18 **B. Irreparable Harm**

19 Proceeding to the second *Winter* factor, a plaintiff must prove a likelihood of  
20 irreparable harm in the absence of preliminary relief. See *Winter*, 555 U.S. at 20.  
21 Irreparable harm is proven by demonstrating "immediate threatened injury." See, e.g.,  
22 *Caribbean Marine Servs. Co. v. Baldrige*, 844 F.2d 668, 675 (9th Cir. 1988) (citation  
23 omitted) (denying preliminary injunctive relief where "liability [was] too remote and  
24 speculative to constitute an irreparable harm").

25 Here, Braham argues that he would be irreparably harmed without a preliminary  
26 injunction to alter the status quo for the following reasons: (1) Braham will miss out on the  
27 unclaimable "once-in-a-lifetime opportunity" to play NCAA DI football in the 2025-2026  
28 season (ECF No. 8-1 at 15) and will also be excluded from additional training

1 opportunities, including pre-season summer camp, hindering his ability to fully “integrate”  
 2 with the team and program (*Id.* at 16); (2) Braham will be denied the opportunity to receive  
 3 attention from professional recruiters, thereby limiting his chances of signing “NIL”  
 4 contracts valued at \$500,000 and pursuing a professional career in the NFL (*Id.* at 16-17;  
 5 ECF No. 8-5 at 3; ECF No. 12 at 2); and (3) taken together, these deprivations will “impact  
 6 his personal experience and mental health.” (ECF No. 8-1 at 17.) The Court generally  
 7 agrees with Braham.

8 The Court finds that the denial of the opportunity to play sports is irreparable harm.  
 9 See *Pavia*, 760 F.Supp.3d at 543-44; see also *Ohio*, 706 F.Supp.3d at 597 (“Courts have  
 10 repeatedly found that ‘[c]ollege students suffer irreparable harm when they are denied the  
 11 opportunity to play sports.’”) The Court is unpersuaded by the NCAA’s argument that  
 12 “losing the opportunity to play...due to ineligibility is not irreparable harm.” (ECF No. 22 at  
 13 29.) At the Hearing, the NCAA expanded on this contention by arguing that Braham has  
 14 not suffered an antitrust injury because he is not “eligible” to play. However, the Court finds  
 15 the NCAA’s line of reasoning to be circular. Braham’s status is a product of the current  
 16 eligibility rules, which are intertwined with commercial opportunity, including the NIL deals  
 17 described below. Braham’s loss of the opportunity to play NCAA DI football in the  
 18 upcoming 2025-2026 season constitutes irreparable harm, as the loss stems from  
 19 restrictive bylaws, here, the Five-Year Rule, that unfairly bar former JUCO players from  
 20 participating, thereby suppressing competition.

21 Moreover, without immediate relief, Braham will lose the opportunity to participate  
 22 in pre-season summer training camp, which, as he asserts, would “deprive him of critical  
 23 and irreplaceable opportunities to become integrated into the program and the team as a  
 24 whole.” (ECF No. 8-1 at 16.) Loss of pre-season opportunities will likely have an  
 25 “incalculable” impact on Braham’s “personal experience” during the regular season. See  
 26 *Elad v. NCAA*, 2025 WL 1202014, at \*9 (D.N.J. Apr. 25, 2025); compare *Ohio*, 706  
 27 F.Supp.3d at 599 (holding that “missing regular season games constitutes a significant  
 28 impact on the student-athletes’ opportunities to develop as players in gametime

1 conditions, develop in-game experience with their teammates, showcase their abilities to  
2 potential employers, and help their teams advance to their respective Conference  
3 Tournament and NCAA Tournament").

4 The Court further agrees with Braham that, if precluded from playing NCAA DI  
5 football in the upcoming 2025-2026 season, he will lose the invaluable opportunity for  
6 exposure to professional recruiters, thereby diminishing his prospects of securing "NIL"  
7 contracts valued at \$500,000—contracts that, as asserted in Braham's declaration, are  
8 "conditioned upon [his] participation in the upcoming season" (ECF No. 8-5 at 3). See  
9 *Pavia*, 760 F.Supp.3d at 544 (finding that a student-athlete's lost opportunity to play NCAA  
10 DI football results in the loss of opportunity for "exposure" and "building his 'personal  
11 brand'"). Moreover, contrary to NCAA's argument (ECF No. 22 at 29), the value of missed  
12 NIL opportunities here does not equate to quantifiable financial loss. Regardless of  
13 whether such offers may result in calculable monetary compensation, the foregone  
14 opportunity to "market" one's "name" and "likeness" and to "showcase abilities to future  
15 employers" cannot be estimated or quantified. See *Williams*, 2024 WL 397760, at \*3.  
16 Accordingly, the Court finds that, although the "value of missed NIL opportunities could  
17 potentially be quantified," see *Pavia*, 760 F.Supp.3d at 544, Braham's loss of the  
18 opportunity to play his final season and to be considered for offers tied to professional  
19 recruitment constitutes a unique harm that cannot be estimated or adequately  
20 compensated by money, alone. Stated differently, the loss of a foregone "experience" is  
21 distinguished from mere financial harm. The Court also agrees with Braham that this harm  
22 is particularly imminent given his one year of remaining athletic eligibility at the NCAA DI  
23 level, after which he will no longer have opportunities to compete at the collegiate level or  
24 be considered for NIL deals tied to NCAA participation. (See ECF No. 12 at 2.)

25 Braham argues that the harm of losing the opportunity to play NCAA DI football in  
26 the 2025-2026 season combined with the loss of pending NIL opportunities, taken  
27 together, "impact his personal experience and mental health." (ECF No. 8-1 at 17.) See  
28 *Ohio*, 706 F.Supp.3d at 599-600 (holding that "[s]tudent-athletes ineligible for competition

1 under the Transfer Eligibility Rule face immediate and irreparable harm for every athletic  
 2 contest they are forced to sit out, whether it be economic harm or well-being harm"). While  
 3 the NCAA disputes the potential economic harms faced, as described above, it fails to  
 4 address the myriad ways in which this lost opportunity is likely to impact Braham's overall  
 5 well-being. Based on the reasons discussed above, the Court finds Braham has shown  
 6 that imminent and substantial irreparable harm will result unless the Court preliminarily  
 7 enjoins the NCAA's enforcement of the Five-Year Rule.

8 **C. Balance of the Equities & the Public Interest**

9 The Court considers the third and fourth factors together. Because the Court  
 10 concludes Braham is likely to both succeed on the merits and suffer irreparable harm, it  
 11 necessarily finds that the balance of the equities and the public interest also weigh in favor  
 12 of granting the injunction. "To determine which way the balance of the hardships tips, a  
 13 court must identify the possible harm caused by the preliminary injunction against the  
 14 possibility of the harm caused by not issuing it." *Univ. of Haw. Prof'l Assembly v. Cayetano*,  
 15 183 F.3d 1096, 1108 (9th Cir. 1999). The Court must then weigh "the hardships of each  
 16 party against one another." *Id.* As to public interest, "[i]n exercising their sound discretion,  
 17 courts of equity should pay particular regard for the public consequences in employing the  
 18 extraordinary remedy of injunction." *Winter*, 555 U.S. at 24.

19 With respect to the third factor, the NCAA argues that "granting the relief  
 20 request[ed] would adversely impact the decisions and collegiate careers of tens of  
 21 thousands of student-athletes," whereby granting Braham an additional year of eligibility  
 22 would displace other players by allowing him to "gain at the expense of another who would  
 23 otherwise fill his scholarship and roster spot." (ECF No. 22 at 30-31.) However, the NCAA  
 24 failed to present any evidence of a fixed roster demonstrating proof of actual displacement.  
 25 The NCAA also conceded at the Hearing that there is now no longer a cap on roster limits.  
 26 (ECF No. 26.)

27 NCAA's argument that preliminary injunctive relief in this case will cause  
 28 displacement and will "suspend longstanding eligibility rules that apply to over 500,000

1 NCAA student-athletes in multiple sports" (ECF No. 22 at 30) is misguided and fails to  
2 address the essence of the harm at issue—that the differential treatment of JUCO student-  
3 athletes under the Five-Year Rule limits students' ability to participate and, thus, reduces  
4 competition at the DI level. Enjoining the NCAA from enforcing the Five-Year Rule as to  
5 Braham for next season will not result in substantial harm to others or to the NCAA. See  
6 *Pavia*, 760 F.Supp.3d at 544 (holding that enjoined enforcement of the Intercollegiate  
7 Competition Rule as to the plaintiff would not cause "substantial harm" to others or to the  
8 NCAA). However, absent a grant of injunctive relief, Braham is likely to suffer substantial,  
9 immediate, and irreparable harm because he will be prevented from playing in the  
10 upcoming 2025-2026 season. Accordingly, the Court finds that the balance of the equities  
11 tips in favor of Braham.

12 Issuance of a preliminary injunction in this case would also serve the public interest.  
13 The Court agrees with Braham that there is a "compelling public interest in promoting fair  
14 competition and equal opportunities for all collegiate athletes." (ECF No. 8-1 at 18.) Here,  
15 the public interest is served by promoting free and fair competition in the DI market for  
16 college football. See *Pavia*, 760 F.Supp.3d at 544 (holding that the "public interest is  
17 served by promoting free and fair competition in labor markets"); see also *Ohio v. NCAA*,  
18 706 F.Supp.3d 583, 600 (N.D.W.V. 2023) (holding that TRO enjoining college athletics  
19 association from enforcing its bylaw prohibiting a student-athlete from playing following  
20 their second transfer would "serve the public interest in promoting free and fair competition  
21 in labor markets guaranteed by antitrust laws"); see also *Williams v. Natl. Collegiate  
22 Athletic Ass'n*, 2024 WL 397760, at \*3 (D.N.J. Feb. 2, 2024) (holding that "[f]ree and fair  
23 competition in the labor markets is essential to the American economy"). In sum, the Court  
24 finds the balancing of the equities and public interest factors weigh in favor of granting  
25 Braham's Motion.

26     ///

27     ///

28     ///

1                   **D. The Restitution Rule**

2                   Finally, Braham asks the Court to enjoin the NCAA's Rule of Restitution (Bylaw  
3 12.11.4.2), arguing that it unlawfully penalizes student-athletes and their schools for  
4 relying on court-issued injunctions that temporarily block NCAA rules. (ECF No. 8-1 at 18-  
5 20.) Braham argues that enjoining the rule is necessary for the requested relief to have  
6 meaningful effect. (*Id.*) The NCAA does not oppose this request. The Court finds that the  
7 Restitution Rule must be enjoined for the preliminary injunctive relief to have meaningful  
8 effect. Accordingly, the Court will enjoin NCAA's enforcement of the Rule against Braham.

9                   **IV. CONCLUSION**

10                  The Court notes that the parties made several arguments and cited several cases  
11 not discussed above. The Court has reviewed these arguments and cases and determines  
12 that they do not warrant discussion as they do not affect the outcome of the Motion.

13                  It is therefore ordered that Braham's Motion (ECF No. 8) for a preliminary injunction  
14 is granted. Pending a final decision on the merits, the NCAA is enjoined from enforcing  
15 the (1) Five-Year Rule as it applies to Braham's time at junior college in connection with  
16 Braham's eligibility in the upcoming 2025-2026 football season and the (2) Rule of  
17 Restitution against Braham.

18                  It is further ordered that the NCAA's second motion for notice of supplemental  
19 authority (ECF No. 27) is granted.

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21                  DATED THIS 18<sup>th</sup> Day of July 2025.

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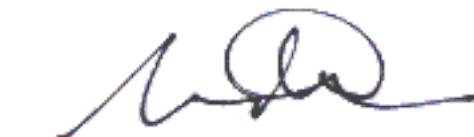
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MIRANDA M. DU  
UNITED STATES DISTRICT JUDGE