

District Court, Boulder County, State of Colorado Boulder Justice Center 1777 Sixth Street, Boulder, Colorado 80302	DATE FILED August 23, 2026 8:11 PM CASE NUMBER: 2026CV30618 ▲ COURT USE ONLY ▲
EZRA CHRISTENSEN, Plaintiff, v. NATIONAL COLLEGIATE ATHLETIC ASSOCIATION, Defendant.	
ORDER DENYING MOTION FOR PRELIMINARY INJUNCTION	

This matter comes before the Court on Plaintiff’s Motion for a Preliminary Injunction. On August 7, 2026, the Court heard argument on the Plaintiff’s Motion. The Court has carefully considered the arguments presented in both the briefing submitted by the parties prior to the argument, as well as the arguments presented at the hearing. For the reasons stated herein, the Court denies the motion for a preliminary injunction.

BACKGROUND

On July 15, 2026, Plaintiff filed a Verified Complaint for Declaratory and Injunctive Relief and Jury Demand seeking a TRO and preliminary injunction requiring the National Collegiate Athletic Association (“NCAA”) to permit him to compete as a defensive lineman for the University of Colorado Buffaloes during the 2026-27 collegiate football season.

Relevant for this proceeding, Plaintiff Christensen was raised in an orphanage in Sierra Leone before being adopted by an American family at the age of sixteen. He moved to San Diego, enrolling at Poway High School as a sophomore, and graduating high school in 2021. He then enrolled at San Diego Mesa College, competing as a football player in the 2021-22 and 2022-23 academic years. Compl. ¶ 4. Transferring to Fresno State, he next competed in the 2023-2024 academic year and was “redshirted” in the 2024-25 season. Compl. at ¶ 4, Exhibit C. He transferred to New Mexico State University for the 2025-26 academic year, where he again competed. Compl. at ¶ 4

In January 2026, Plaintiff Christensen entered the NCAA transfer portal, enrolling at the University of Colorado. *Id.* at ¶ 5. With the Buffaloes, Plaintiff Christensen has a pending revenue sharing and NIL compensation commitment valued at \$1,200,000.00, contingent upon his eligibility to play football this season. *See Appledorf Decl.* ¶ 4. Media coverage heralded Plaintiff Christensen’s arrival to Boulder; however, as soon as January 22, 2026, it was reported that he would not be eligible to play, absent a waiver from the NCAA, which was unlikely. *Ex. F, Deion Sanders Gets Bad News As Defensive Lineman Transfer Loses Eligibility*, Sports Illustrated, T. Gorski, January 22, 2026.

Under NCAA Bylaw 12.6 applicable to Plaintiff Christensen, “[a] student-athlete shall not engage in more than four seasons of intercollegiate competition in any one sport.” NCAA Bylaw 12.6 (Seasons of Competition: Five-Year Rule). The student-athlete’s seasons of participation “shall be completed 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 certain exceptions for official religious missions or service in the armed services. 12.6.1 (Five-Year Rule).

A summary of Plaintiff Christensen’s playing history appears in an exhibit from the NCAA:

Term/ Year	School Name	Division	Full/ Part Time	Season Used?	Sport	Was student-athlete otherwise eligible to participate pursuant to NCAA, conference, and institutional rules and regulations?	Does the Institution believe the student-athlete was deprived of a participation opportunity due to circumstances outside the control of the student-athlete and the institution?
F 2021	San Diego Mesa College		F	Y	Football	Y	Y
F 2022	San Diego Mesa College		F	Y	Football	Y	Y
F 2023	Fresno State	I	F	Y	Football	Y	N
F 2024	Fresno State	I	F	N	Football	Y	Y
F 2025	New Mexico State	I	F	Y	Football	Y	N
S 2026	University of Colorado Boulder	I	F	N	Football	N	Y

Exhibit C, Case Summary, (Case No. 1271565).

Following the conclusion of the 2025-26 academic year, Plaintiff Christensen exhausted his eligibility under the NCAA’s Five-Year Rule. The University of Colorado submitted a waiver request concerning Plaintiff Christensen, asserting that extraordinary circumstances warranted an additional season of eligibility under NCAA Bylaw 12.6.1.7.1.

That bylaw allows a waiver of the five-year period because of (a) an institutional decision, such as the decision to redshirt an athlete, or (b) the student-athlete is deprived of the opportunity to participate for more than one season in his or her sport within the five-year period of eligibility for reasons that are beyond the control of the student-athlete or the institution. NCAA Bylaw 12.6.1.7.1.

Waiver Request is Cancelled June 18, and then Re-opened July 14

The University of Colorado’s waiver request was submitted June 16, 2026, and then canceled by the NCAA June 18, 2026, allegedly based on a rationale unrelated to the University

of Colorado's request (a so-called *Pavia* waiver). The NCAA re-opened the waiver request on July 14, 2026, one day before this lawsuit was filed.

Plaintiff filed this lawsuit on July 15, 2026

Plaintiff Christensen filed this lawsuit on July 15, 2026, contending that the NCAA's treatment of the waiver request -- specifically the cancellation -- was arbitrary and capricious. He asserts claims for breach of contract, breach of the implied covenant of good faith and fair dealing, and declaratory relief.

Shortly after filing the Complaint, on July 17, 2026, Plaintiff Christensen sought a TRO, which the Court denied, ordering expedited briefing and a hearing on the related request for a preliminary injunction. *See* Order, "TRO Denied | Order for Briefing on Request for Preliminary Injunction" (July 17, 2026). The parties then briefed this matter, and counsel appeared (both in person and remotely) for argument on August 7, 2026.

Waiver Request Considered and Denied by NCAA on July 27, 2026

In the intervening period, the NCAA completed their evaluation of the renewed waiver request for Plaintiff Christensen. A decision issued on July 27, 2026, reflects an interactive process with the University of Colorado, which included documentation of Plaintiff Christensen's unique background and academic history. The NCAA asked the University of Colorado clarifying questions concerning the waiver: "We need to hone in on which season you would like us to waive. Because he had less competition in 2022-23, that may be the better option." The NCAA was then asked to focus on the 2022-23 season.

Based on an analysis of Plaintiff Christensen's history of competitions for that season, the NCAA denied the waiver request, based on the following rationale:

"[L]egislation as established by Division I membership, specifically identifies circumstances that support relief from use of a season of competition. In this case, requirements of the legislation are not satisfied given SA's participation exceeded legislated 30% limit by six contests and SA participated in five contests during the second half of the season. In addition, Institution No. 4 was unable to provide objective documentation satisfying any legislated exceptions or demonstrating extenuating circumstances existed to provide relief consistent with the intent of the legislation."

Exhibit C, Case Summary (Case Number 1271565)

Preliminary Injunction Hearing Argument on August 7, 2026

The Court heard argument on August 7, 2026. Alan Wilmont, Esq, appeared via Webex on behalf of Plaintiff. Andrea A. Wechter, Esq., and Ben D. Kappelman, Esq., appeared in

person on behalf of Defendant. Without objection, the Court admitted the parties' exhibits, which had been filed in the case (*Plaintiffs' Exhibits: 1 – 16 and Defendants' Exhibits: A – F*).

During argument, among other points, the parties addressed whether the University of Colorado was a necessary party to this dispute: both stated that the University of Colorado was not a necessary party.

Plaintiff represented that the University of Colorado was holding a spot for him on the football team for the upcoming season, and that irreparable harm had begun to impact him as of August 3, 2026, at the beginning of preseason practices where he is not able to participate.

The NCAA noted that there was no evidence that a spot had been held for Plaintiff, other than counsel's representation. Further, the NCAA represented that the University of Colorado had accepted the decision of the NCAA to deny the waiver request. No appeal had been filed. Plaintiff's counsel also acknowledged that the University of Colorado had not appealed the decision of the NCAA to deny the waiver request.

LEGAL STANDARD

"Preliminary injunctive relief is an extraordinary remedy designed to protect a plaintiff from sustaining irreparable injury and to preserve the power of the district court to render a meaningful decision following a trial on the merits." *Rathke v. MacFarlane*, 648 P.2d 648, 651 (Colo. 1982). Injunctive relief "should be exercised sparingly and cautiously and with a full conviction on the part of the trial court of its urgent necessity." *Id.* at 653.

To grant preliminary injunctive relief, the trial court must find the moving party has demonstrated:

- (1) a reasonable probability of success on the merits;
- (2) a danger of real, immediate, and irreparable injury which may be prevented by injunctive relief;
- (3) that there is no plain, speedy, and adequate remedy at law;
- (4) that the granting of a preliminary injunction will not disserve the public interest;
- (5) that the balance of equities favors the injunction; and
- (6) that the injunction will preserve the status quo pending a trial on the merits.

Id. at 653-54. *Rathke* does not provide a balancing test; the Court must ensure that all six requirements are met. *Id.* at 654.

In contrast to a permanent injunction, which requires a party actually prevail on the merits, a preliminary injunction merely requires showing a reasonable probability of success on the merits. *Langlois v. Board of County Commissioners*, 78 P.3d 1154, 1157 (Colo. App. 2003).

ANALYSIS

The Court addresses each of the Rathke factors in turn.

(1) a reasonable probability of success on the merits;

The Court first assesses whether Plaintiff has established a reasonable probability of success on the merits on the claims filed in the Complaint: (1) breach of contract (2) breach of the implied covenant of good faith and fair dealing and (3) declaratory judgment. Each of these claims is premised on the contract between the University of Colorado and the NCAA.

Third Party Beneficiary

The law in Colorado is clear that under circumstances such as those presented here, Plaintiff Christensen is a third-party beneficiary of the contract between the University of Colorado and the NCAA. “A person not a party to an express contract may bring an action on the contract if the parties to the agreement intended to benefit the nonparty, provided that the benefit claimed is a direct and not merely incidental benefit of the contract.” *Bloom*, 93 P.3d at 623. In Colorado, student-athletes may bring such claims as third party beneficiaries. *Id.* at 623-24. Thus, to the extent Plaintiff Christensen’s “claim of arbitrary and capricious action asserts a violation of the duty of good faith and fair dealing that is implied in the contractual relationship between the NCAA and its members, his position as a third-party beneficiary of that contractual relationship affords him standing to pursue this claim.” *Bloom*, 93 P.3d at 624 citing *O’Reilly v. Physicians Mut. Ins. Co.*, 992 P.2d 644, 646 (Colo. App. 1999), and others.

Breach of Contract & Breach of Good Faith and Fair Dealing

The next question in assessing whether Plaintiff Christensen has a reasonable probability of success on the merits for breach of contract. In making this determination, the Court is mindful that Plaintiff Christensen’s rights in this regard are “no greater than those of the parties to the contract itself, here, the NCAA and its member institutions.” *Bloom*, 93 P.3d at 625 citing *United Steelworkers v. Rawson*, 495 U.S. 362, 363, 110 S.Ct. 1904, 1906, 109 L.Ed.2d 362 (1990). Here, the party to the contract – the University of Colorado – has apparently accepted the decision of the NCAA to deny the waiver request.

Plaintiff’s primary claim is that the NCAA breached the covenant of good faith and fair dealing. Such a covenant exists in every contract to enforce the reasonable expectations of the parties. *See Amoco Oil Co. v. Ervin*, 908 P.2d 493, 498 (1995). Under this claim, Plaintiff Christensen alleges that “[t]he NCAA breached its obligations by cancelling Mr. Christensen’s waiver request without reasoned consideration of the extenuating circumstances actually presented, applying instead an inapposite rational tied to unrelated Board of Directors relief, and by treating Mr. Christensen disparately from similarly situated college athletes who have

received comparable relief.” Compl ¶ 34. Plaintiff alleges that Defendant did not appropriately apply a discretionary waiver that exists under Bylaw 12.6.1.7.1. Mot. at 2. That waiver is designed “to provide a student-athlete with the opportunity to participate in four seasons of intercollegiate competition within a five year period.” Bylaw 12.6.1.7.1.

Initially, the NCAA did not assess this criteria, and instead canceled the request. Should that have been the end of the NCAA’s analysis, Plaintiff may well have had a reasonable probability of success concerning his claim. But this was not the end. The NCAA reopened the request. And, the NCAA then assessed the extraordinary circumstances of Plaintiff, as documented in the materials provided. See Exhibit C at (noting that the student-athlete “was adopted and moved to the United States he had to adjust to a ‘completely new culture, language, education system, and way of life’ and while many SAs grow up understanding the NCAA process and eligibility rules, he had very little knowledge of how collegiate athletics worked.”).

Considering those circumstances, the NCAA then looked to see if any one season of Plaintiff’s collegiate playing career deprived him of an opportunity to compete. The NCAA asked the University of Colorado to focus on a specific season of competition that the NCAA could examine. It appears the University of Colorado responded, and agreed that the NCAA should look at the 2022-23 season. Exhibit C at 16 (“let’s focus on the 2022-23 season.”). The NCAA then examined that season and found that Plaintiff Christensen had the opportunity to, and actually did, compete in more than 30% of those competitions. According to the case summary, Plaintiff Christensen played in 10 contests that season, whereas 30% of that season would be four contests.

From these records, the NCAA concluded that Plaintiff Christensen was not eligible for another year of competition because he had already obtained four seasons of collegiate competition in his five years of enrollment.

The written record suggests that the NCAA considered Plaintiff’s waiver request, reopening the request after the initial cancellation, and then engaging in an interactive process with the University of Colorado, and ultimately issuing a written denial explaining that Plaintiff did not satisfy the waiver criteria set forth in Bylaw 12.6.1.7.1. *See* Ex. C at 2-9. Although Plaintiff disputes the NCAA’s interpretation of those provisions, the NCAA identified specific bylaw language supporting its conclusion that Plaintiff’s asserted lack of understanding regarding the commencement of his five-year eligibility period constitutes a circumstance within the student-athlete’s control. The NCAA further determined that Plaintiff had already received the four seasons of competition contemplated.

Plaintiff presents no extrinsic evidence that this result fails to meet the expectations of the parties. The University of Colorado apparently accepted the result and did not appeal.¹ The Court does not conclude that University of Colorado’s decision forecloses Plaintiff from

¹ One inference of a decision not to appeal is that the expectation of at least the University of Colorado was met. There may, of course, be other reasons for the University of Colorado’s decision not to appeal that are unrelated to the expectations of the parties. At this stage, the Court has no evidence either way.

independently asserting contractual rights he possesses as a third-party beneficiary, nor does the Court treat the University of Colorado's decision as dispositive in any way. Nevertheless, Plaintiff Christensen's rights in this regard are "no greater than those of the parties to the contract itself, here, the NCAA and its member institutions." *Bloom*, 93 P.3d at 625 citing *United Steelworkers v. Rawson*, 495 U.S. 362, 363, 110 S.Ct. 1904, 1906, 109 L.Ed.2d 362 (1990). Thus, while Plaintiff Christensen will be more profoundly impacted by the decision, there is no evidence at this preliminary stage that the NCAA's decision failed to meet the expectations of the actual parties to the contract.

The Court has also assessed the examples Plaintiff provides of alleged disparate treatment by the NCAA. Reply at 6. In this case, Plaintiff Christensen seeks a fifth season of competition over six years of enrollment. None of the examples offered by Plaintiff in the chart that appears on page 6 of the Reply support a similar exception. Moreover, to the extent Plaintiff points to the grant of preliminary injunctions by other trial courts, those cases challenged decisions by the NCAA that were *consistent* (not disparate) with its decision here. Rather than provide examples of disparate treatment by the NCAA, these examples demonstrate that the NCAA has enforced its bylaws in a manner like the present case. Thus, the Court cannot conclude that on this record, Plaintiff has a reasonable probability of success at demonstrating a lack of good faith or fair dealing by the NCAA based on disparate treatment.

At this preliminary stage, Plaintiff has not demonstrated that the NCAA ignored its governing rules, acted in bad faith, or rendered a decision so devoid of reasoned consideration as to constitute arbitrary or capricious action under Colorado law. Accordingly, while the Court is sympathetic to Plaintiff's circumstances, the Court concludes that Plaintiff has not established a reasonable probability of success on the merits of his claims.² This factor favors Defendant.

(2) a danger of real, immediate, and irreparable injury which may be prevented by injunctive relief;

The Court agrees that the "loss of a season" for this Plaintiff is irreparable. *See generally Wisne, et al. v. Nat'l Collegiate Athletic Ass'n*, 2026WL 2214234, * 20-21, Case No. 1:26-cv-03063-CNS-KAS, at *46 (D. Colo. July 31, 2026). With the exception of the \$1.2 NIL contract, which would be separately compensable should the NCAA lose this case, the remainder of Plaintiff's injury is irreparable. The chance to be a featured part of a nationally recognized football program, such as the Buffaloes, could have lifetime career consequences for Plaintiff, especially with regard to Plaintiff's prospects with the NFL draft. Things change quickly in sports. The chance to compete this year, with this team, with these coaches, is fleeting. Losing this opportunity will present a danger of real, immediate and irreparable injury. An injunction could prevent that injury. This factor favors Plaintiff.

² The Court has separately considered Plaintiff's request for declaratory relief under C.R.C.P. 57. Specifically, he seeks a declaration that the June 18, 2026 cancellation was arbitrary, capricious and contrary to Bylaw 12.6.1.7.1, and that Mr. Christensen is eligible to compete in NCAA football during the 2026-27 academic year. For reasons previously stated, the Plaintiff does not have a reasonable probability of success with this claim because the NCAA reopened its consideration and thereafter determined that Plaintiff Christensen is not eligible for a waiver.

(3) that there is no plain, speedy, and adequate remedy at law;

The Court agrees with Plaintiff's contention that there is no plain, speedy, and adequate remedy at law. While this case is pending, Plaintiff Christensen's opportunity to play for the team that has chosen him, in the season for which it has chosen him, will expire. While the NCAA argues that Plaintiff Christensen might, if ultimately successful in this lawsuit, be able to play *next* year, that assumes too much. The parties in this case do not know whether the team will still need him next year in the same role, with the same group of teammates. Team dynamics are complex, and next year's prospects may (or may not) exceed last year's talent. In sum, there is no certainty of another season. The Court agrees that under the circumstances in this case, there is no plain, speedy, and adequate remedy. This factor favors Plaintiff.

(4) that the granting of a preliminary injunction will not disserve the public interest;

The Court's analysis of this factor is evenly split between the parties. In this case, the public interest is served through the careful and faithful adherence to law and contract. An injunction, therefore, would only disserve the public interest if it required an action that was not otherwise in compliance with law and contract. Both sides contend that their interpretation of the law and contract are correct. Accordingly, the Court weighs this factor evenly between the parties.

(5) that the balance of equities favors the injunction; and

In this case, the Court finds that on balance, the potential equities favor Plaintiff. An injunction would allow Plaintiff to play and manifest whatever future opportunity might come his way from another season of collegiate play. For the NCAA, an injunction would not cause substantial harm, even if ultimately the NCAA was proven successful at trial. The NCAA argues that an injunction means another qualified player may not have the chance to play, but the NCAA offers nothing other than a hypothetical. The Court is unaware of another player waiting to play in the spot Plaintiff may now hold. On balance, equity favors Plaintiff.

(6) that the injunction will preserve the status quo pending a trial on the merits.

The injunction in this case does not preserve the status quo but rather alters it. In this case, the injunction presents Plaintiff with the ultimate relief he seeks.

The current status is that Plaintiff Christensen is ineligible to compete in another season of college football. The University of Colorado sought a waiver of that status, which was denied. The injunction in this case would change that status, substituting this Court's judgment over that of the NCAA, and alter the status quo pending a trial on the merits. This factor therefore favors Defendant.

Conclusion and Orders

For the reasons stated above, Plaintiff has not satisfied all of the *Rathke* factors. Accordingly, the extraordinary remedy of preliminary injunctive relief is not warranted.

Plaintiff's motion for a preliminary injunction is denied.

SO ORDERED this August 23, 2026,

BY THE COURT

A handwritten signature in black ink, appearing to read "J. Chris Larson", with a stylized flourish extending from the end.

J. Chris Larson
District Court Judge