

IN THE CHANCERY COURT FOR DAVIDSON COUNTY,
TENNESSEE TWENTIETH JUDICIAL DISTRICT
AT NASHVILLE

JALEN WASHINGTON, et al.,

Plaintiffs,

v.

NATIONAL COLLEGIATE
ATHLETIC ASSOCIATION,

Defendant.

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Case No. 26-0896-III

ORDER GRANTING TEMPORARY INJUNCTIVE RELIEF

This cause came to be heard before this Honorable Court on July 22, 2026, upon Plaintiffs Jalen Washington, Brody Robinson, Jack Browder, Olamide Ajiboye, Daniel Egbuniwe, Cameron Fens, Chendall Weaver, Jason Edwards, Zachary Davis, Tarence Guinyard, A.J. Storr, Carly Keats, Braxton Slacker, B.J. Edwards, Isabel Grimes, Jaylon Johnson, Sam Alexis, N.J. Benson, and Dug McDaniel *First Amended Verified Original Complaint, Request For Temporary Injunction, and Permanent Injunction*, whereby the Plaintiffs seek that this Court grant them eligibility to play collegiate athletics in their fifth (5th) years as student-athletes.

Present for the hearing were eight (8) of the named Plaintiffs¹, the Defendant, and counsel for each respective party. By Order entered on July 21, 2026, the Court allowed live testimony, which was given by Plaintiffs Tarence Guinyard, Jalen Washington, Brody Robinson, Jason Edwards, Isabel Grimes, and Plaintiff's witness Michael Naiditch, along with witnesses for the Defendant, Jerry Vaughn and Alison Rich.

All Parties presented arguments in support of their respective positions. After considering witnesses and Complaint, Application, Memorandums, competing Affidavits,

¹ Plaintiffs Chendall Weaver, Braxton Slacker, Brody Robinson, BJ Edwards, Tarence Guinyard, Jalen Washington, Jason Edwards, and Isabel Grimes were in attendance.

testimony of the witnesses, and weighing the factors involved in a request for a temporary injunction, the Court finds that the Plaintiffs will face irreparable harm if the temporary injunction order is not **GRANTED**. Plaintiffs have shown that immediate and irreparable injury, loss, or damage will result to them, and the general public should they be prohibited from participating in the 2026-2027 basketball season. Therefore, the Court is of the opinion that Plaintiff's Application for a Temporary Injunction should be **GRANTED**. This Court shall not require a bond to be paid by the Plaintiffs.

The Court finds as follows:

FINDINGS OF FACT

The Plaintiffs bring this action to challenge Defendant National Collegiate Athletic Association's ("NCAA") application of its Seasons of Competition Rule, codified at NCAA Bylaw 12.6. Specifically, Plaintiffs challenge the NCAA's enforcement of that Bylaw against them following the NCAA's adoption of a rule change permitting all men's and women's basketball student-athletes graduating from high school after 2022 to compete in five (5) seasons of intercollegiate basketball without the necessity of utilizing a "Redshirt" season. As applied to Plaintiffs, the challenged Bylaw arbitrarily and inequitably restricts the number of contests in which they may participate during their five (5)-year period of eligibility and restrains their ability to realize the economic value of their names, images, and likenesses ("NIL") through participation as Division I student-athletes. While their backgrounds, level of skill, and college competition on the team vary, each of the Plaintiffs asserts that a breach of the NCAA Manual occurred relative to them in Tennessee while playing basketball during their college seasons of play. Each Plaintiff in this instant action has played with and against student-athletes who have been the recipients of Redshirts and waivers, which allowed them to play additional years of

competition up to six (6) years due to waivers and inconsistent rule applications implemented and accepted by the NCAA. Some players attended Junior Colleges, and those years were counted against their years of eligibility, even though this was found to be a violation of the Sherman Act.² The Plaintiffs in this action seek the same benefit extended to other players that they have competed against and been teammates with, the eligibility to play five (5) years. This Court finds the NCAA has a pattern and practice of extending additional years of eligibility to certain groups of players for various reasons:

NCAA makes major eligibility rule change for 2025-2026 season

A waiver by the NCAA Division I Board of Directors was granted in mid-December, allowing a set of players to remain eligible for the 2025-2026 season. They must have competed at a non-NCAA school throughout their career while also previously being out of eligibility. Now, the NCAA says they can return for one more year.

See (TRO Ex. 3)

Since Plaintiffs entered NCAA Division I member schools, Bylaw 12.6 and its provisions were known as Bylaw 12.8. Defendants have annually made changes to their Bylaws. In the 2025-2026 Division I manual, Defendants made substantive changes, including renumbering Bylaw 12.8 to 12.6. For purposes of this Memorandum, unless otherwise indicated, the Court shall refer to the numbering in the 2025-2026 Manual.

For decades, the NCAA has governed student-athlete eligibility through its “Five-Year Rule,” which generally permits a student-athlete to participate in no more than four seasons of intercollegiate competition during a five-year eligibility period. (NCAA Division I Manual, Pls.’ Ex. 1, Bylaw 12.6).

NCAA Bylaw 12.6, includes a provision that is often referred to as the “Five-Year Rule,” which provides in relevant part, as follows:

² See *Pavia v. NCAA*, 760, F. Supp. 3d 538 (M.D. Tenn. 2024).

12.6 Seasons of Competition: Five-Year Rule. A student-athlete shall not engage in more than four seasons of intercollegiate competition in any one sport (see Bylaws 12.02.03 and 14.3.3). An institution shall not permit a student-athlete to represent it in intercollegiate competition unless the individual completes all seasons of participation in all sports within the time periods specified below:

(Revised: 4/2/10, 7/31/14, 6/6/25 effective 7/1/25).

12.6.1 Five-Year Rule. A student-athlete shall complete the student-athlete's seasons of participation within five (5) 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. For international students, service in the armed forces of the student's home country is considered equivalent to such service in the United States.

12.6.1.1 Determining the Start of the Five-Year Period. For purposes of starting the count of time under the five-year rule, a student-athlete shall be considered registered at a collegiate institution (domestic or foreign; see Bylaw 14.02.4) when the student-athlete initially registers in a regular term (semester or quarter) of an academic year for a minimum full-time program of studies, as determined by the institution, and attends the student's first day of classes for that term (see Bylaw 12.6.2).

The NCAA Bylaws define "intercollegiate competition" as follows:

12.02.3 Intercollegiate Competition. Intercollegiate competition is considered to have occurred when a student-athlete in either a two-year or a four-year collegiate institution does any of the following:

(a) Represents the institution against outside competition, regardless of how the competition is classified (e.g., contest, scrimmage, exhibition or joint practice session with another institution's team) or whether the student is enrolled in a minimum full-time program of studies;

(b) Competes in the uniform of the institution, or, during the academic year, uses any apparel (excluding apparel no longer used by the institution) received from the institution that includes institutional identification; or

(c) Competes and receives expenses (e.g., transportation, meals, housing, entry fees) from the institution for the competition.

Finally, a “Collegiate Institution” is defined as follows:

14.02.4 Collegiate Institution. A collegiate institution (for purposes of NCAA legislation) is an institution of higher education that:

(a) Is accredited at the college level by an agency or association recognized by the secretary of the Department of Education and legally authorized to offer at least a one-year program of study creditable toward a degree;

(b) 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; or

(c) Is located in a foreign country.

Taken together, these rules allow a student-athlete to engage in collegiate athletic-competition for four seasons within five calendar years. The clock starts from the first day of classes of a term for which the student-athlete is registered for full-time study at a “collegiate institution.” A collegiate institution includes four-year colleges and two-year junior colleges, but

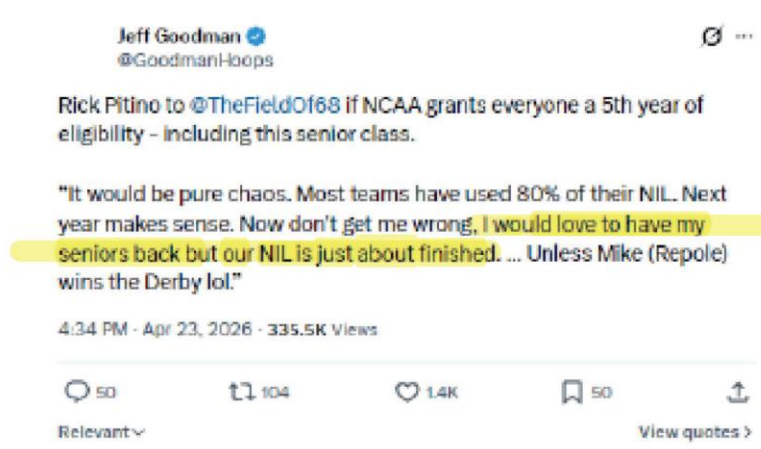
does not include post-secondary educational institutions such as prep schools, even if such schools offer athletic opportunities.

Time is not counted against student-athletes that play in junior professional leagues or play in professional leagues overseas. The NCAA Division I Manual also authorizes member institutions to seek waivers of the Five-Year Rule on behalf of student-athletes in specified circumstances. (Id. Bylaws 12.6.1.7, 12.6.4, 12.6.5, 12.6.6). When granted, such waivers permit a student-athlete to receive either an additional season of competition, an extension of the five-year eligibility period, or both, as provided under the applicable NCAA Bylaws.

Each of these Plaintiffs wants to play basketball in the 2026-2027 season but has no remaining eligibility under the current NCAA Division I Bylaws, even though some attended junior colleges that are not NCAA Division schools, and though each Plaintiff played against students who received additional seasons of playing time due to waivers. Each Plaintiff seeks relief in time for him or her to consider options for the 2026-2027 year, commit to a university, and negotiate NIL opportunities. Plaintiffs are uniquely positioned because NCAA recently enacted a new Bylaw which allows all players to play Division I sports for five years of competition.

In 2024, the NCAA began to discuss a change in competition rules to allow student-athletes an extra year of eligibility. (*TRO Ex. 7*) In 2025, the NCAA continued to broadly discuss allowing *all student-athletes* five seasons to play during their college careers. (*TRO Ex. 1, 3*) (*emphasis added*). On April 15, 2026, the NCAA released an official governance statement update entitled, “DI Cabinet adopts changes to eligibility rules for prospects,” regarding rules affecting player eligibility, including extending an additional year of eligibility to all players. (*TRO Ex. 2*) The governance update made certain rule changes effective immediately and further

discussed the age-based model, which allows all student-athletes five (5) competition seasons to complete their collegiate athletic careers. *See Id.* The announcement did not exclude current players from the incoming class of 2022. *See Id.* The NCAA announced this governance update during the Transfer Portal period. (*Trial Testimony of Alison Rich*). The Transfer Portal Period is a critical fifteen (15) day period in Division I college basketball and football which allows players to transfer from one school team to another. The fifteen (15) day period opens the day after the national championship game. For the 2026 cycle, the main transfer period ran from April 7, 2026, through April 21, 2026 for men's Division I basketball and April 6, 2026, through April 20, 2026 for women's basketball. Certain Plaintiffs entered the Transfer Portal based upon the NCAA update announcement. After the NCAA governance update which included all student-athletes, Coach Rick Pitino made the following tweet on April 23, 2026:



(*TRO Ex. 8*). On April 27, 2026, the NCAA made the decision to implement the new age-based eligibility rule which allows each student athlete to compete in up to five (5) years of competition eligibility, no longer limited to four (4) years.

April 27, 2026
NCAA Staff

After a robust discussion, the Division I Board of Directors on Monday directed the Division I Cabinet to advance an age-based eligibility concept that, if adopted in its current form, would permit student-athletes up to five years of eligibility beginning the regular academic year after they turn 19 or graduate from high school, whichever happens earlier. Under that model, Division I student-athletes would no longer be limited to only four seasons of competition within their five-year eligibility window.

"The time is now to reform the period of eligibility rules to provide Division I student-athletes and our schools clear and consistent standards that align with current college athletes' experiences," said Tim Sands, president at Virginia Tech and chair of the board. "The board fully supports student-athletes receiving the unprecedented financial benefits now available to them and emphasized these changes would protect opportunities for high school student-athletes to access the benefits only college sports can provide, while delivering predictable outcomes for student-athletes and our schools."

(*TRO Ex. 9*). However, the NCAA excluded the incoming Class of 2022 from eligibility pursuant to the rule change.

On June 22, 2026, the NCAA Division I Cabinet adopted a new age-based eligibility model by emergency same-day vote. (*Affidavit of Geoff Silver* ("Silver Aff.") ¶ 16; *Trial Testimony of Ms. Allison Rich*) The new eligibility rules are incorporated into the 2026–2027 NCAA Division I Manual. (*Silver Aff.* ¶ 16) Under the revised model, a student-athlete's five-year period of eligibility begins at the earlier of (1) the start of the academic year following the student-athlete's nineteenth birthday or (2) the student-athlete's initial full-time enrollment at a collegiate institution. (*Id.* ¶ 17.) During that five-year period, a student-athlete may compete without limitation on seasons of participation, provided all other NCAA eligibility requirements are satisfied. (*Id.*) The revised model also eliminates discretionary eligibility waivers, except in narrowly defined circumstances involving pregnancy, military service, or religious missions. (*Id.*)

PROCEDURAL POSTURE

This case was initiated on July 6, 2026, when the original Plaintiffs filed a Verified Original Complaint and requested a temporary and permanent injunction. On the same day, the Plaintiffs filed motions for a temporary injunction to be heard on an expedited basis. To support their motion for temporary relief, Plaintiffs submitted various affidavits and provided the live testimony as stated above, along with a letter from Rich Christensen from Duquesne University, various text messages, and the NCAA manual in addition to their Verified First Amended Complaint. In opposition to request for injunctive relief, Defendant submitted the affidavits of Geoff Silver, the statement by Conference Commissioners James, J. Phillips, Brett Yormark, Tony Petitti, Greg Sankey, Teresa Gould, and Val Ackerman, as well as live testimony from Mr. Jerry L. Vaughn, Managing Director for Division I governance and Member Services at the NCAA and Ms. Allison Rich, former Athletic Director of the University of New Hampshire and member of the NCAA Division 1 Council and Competition Oversight Committee.

STANDARD OF REVIEW

A trial court's decision to grant the plaintiffs' request for a temporary injunction is discretionary. *Fisher v. Hargett*, 604 S.W.3d 381, 395 (Tenn. 2020). Injunctions are a matter of discretion within courts of equity; and as Justice Story penned, "'courts of equity,' 'have constantly declined to lay down any rule which shall limit their power and discretion as to the particular cases in which injunctions shall be granted or withheld.'" *Mabry v. Ross*, 48 Tenn. 769, 773-74 (1870). "[T]here is wisdom in this course, for it is impossible to foresee all the exigencies of society which may require their aid to protect rights or redress wrongs." *Id.* at 774. "[T]here is no power the exercise of which is more delicate, which requires greater caution, deliberation and sound discretion or is more dangerous in a doubtful case than the discretion of

granting an injunction.” *Id.*

The request for a temporary injunction is governed by the provisions of Rule 65.04(2) of the Tennessee Rules of Civil Procedure which states in pertinent part:

[a] temporary injunction may be granted during the pendency of an action if it is clearly shown by verified complaint, affidavit or other evidence that the movant’s rights are being or will be violated by an adverse party and the movant will suffer immediate and irreparable injury, loss or damage pending a final judgment in the action, or that the acts or omissions of the adverse party will tend to render such final judgment ineffectual.

Tenn. R. Civ. Pro. 65.04(2). Like the federal courts, Tennessee trial courts consider four factors in determining whether to issue a temporary injunction: “(1) the threat of irreparable harm to the plaintiff if the injunction is not granted; (2) the balance between this harm and the injury that granting the injunction would inflict on defendant; (3) the probability that plaintiff will succeed on the merits; and (4) the public interest.” *Moody v. Hutchison*, 247 S.W.3d 187, 199-200 (Tenn. Ct. App. 2007) (citing *Mosby v. Colson*, No. W2006-00490-COA-R3-CV, 2006 WL 2354763 (Tenn. Ct. App. Aug. 14, 2006)), *perm. app. denied* (Tenn. Mar. 3, 2008); *Obama for America v. Husted*, 697 F.3d 423, 428 (6th Cir. 2012).

Mandatory injunctions—which alter the status quo and order the defendant to take action—are extraordinary in nature and should be granted only in exceptional circumstances. *Fisher*, 604 S.W.3d. at 394-95 (citing *Cole v. Dych*, 535 S.W.2d 315, 322 (Tenn. 1976); *King v. Elrod*, 196 Tenn. 378, 268 S.W.2d 103, 106 (1954)). Indeed, this Court observed more than 150 years ago that “there is no power the exercise of which is more delicate, which requires greater caution, deliberation and sound discretion or is more dangerous in a doubtful case” than the discretion of granting an injunction. *Mabry v. Ross*, 48 Tenn. 769, 774 (1870).

LAW AND ANALYSIS

Over the decades, the NCAA has expanded its operations into a nationwide enterprise generating billions of dollars in annual revenue. Its membership comprises about 1,100 colleges and universities, organized into three divisions. *Nat'l Collegiate Athletic Ass'n v. Alston*, 594 U.S. 69, 79 (2021). Division I teams are often the most popular and attract the most money and the most talented athletes. *Id.* Currently, Division I includes roughly three hundred and fifty (350) schools divided across thirty-two (32) conferences. *Id.* Within Division I, the most popular sports are basketball and football. *Id.* The NCAA has twenty-five (25) member schools in the State of Tennessee.³

I. PLAINTIFFS ARE LIKELY TO SUCCEED ON THE MERITS OF THEIR CLAIM

NCAA member institutions participate in an agreement regarding the challenged Bylaws. The Plaintiffs focus on whether the NCAA has breached its agreement and the covenant of good faith and fair dealing by failing to implement its Bylaws equally to all players. Before reaching that issue, however, the Court must first address the NCAA's threshold issues. As a threshold matter, Defendant raises two issues. First, it contests this Court's exercise of specific personal jurisdiction. Second, Defendant argues that even if jurisdiction exists, Tennessee law limits judicial review of decisions made by voluntary associations. The Court rejects both arguments. It concludes that it may properly exercise specific personal jurisdiction over the NCAA and further concludes that Plaintiffs' asserted property interests place this case within a recognized exception to *Tennessee Secondary School Athletic Association v. Cox* and its progeny.

³ In Tennessee, the NCAA has twelve (12) Division I schools, ten (10) Division II schools and three (3) Division III schools. University of Tennessee, Knoxville; University of Memphis; Vanderbilt University; University of Tennessee at Chattanooga; Middle Tennessee State University; East Tennessee State University; Tennessee State University; Tennessee Technological University; University of Tennessee at Martin (UT Martin); Austin Peay State University; Belmont University; and Lipscomb University are all Division I schools. <https://www.ncaa.org/division-i/member-schools>; <https://www.ncaa.org/division-ii/member-schools>; <https://www.ncaa.org/division-iii/member-schools/>

A. JURISDICTION

i. SPECIFIC PERSONAL JURISDICTION

The Plaintiff bears the ultimate burden of demonstrating that the trial court may properly exercise personal jurisdiction over a defendant. *Gordon v. Greenview Hosp., Inc.*, 300 S.W.3d 635, 643 (Tenn. 2009) (citing *Chenault v. Walker*, 36 S.W.3d at 56; *Davis Kidd Booksellers, Inc. v. Day–Impex, Ltd.*, 832 S.W.2d 572, 577 (Tenn.Ct.App.1992)). This burden is ordinarily not a heavy one, because personal jurisdiction need only be demonstrated by a preponderance of the evidence. *Id.* The outer limits of the ability of Tennessee's courts to exercise jurisdiction over nonresident defendants are defined by statute. *Gordon*, 300 S.W.3d at 645. In 1972, the Tennessee General Assembly amended Tennessee's long-arm statute to provide that “[p]ersons who are nonresidents of this state ... are subject to the jurisdiction of the courts of this state as to any action or claim for relief arising from ... [a]ny basis not inconsistent with the constitution of this state or of the United States.” *Tenn. Code Ann.* § 20–2–214(a) (2023). The intent of the 1972 amendment was to lengthen the reach of the long-arm statute to the farthest extent permitted by due process. *Gordon*, 300 S.W.3d at 645. Tennessee jurisprudence has held that *Tenn. Code Ann.* § 20–2–214(a)(6) converted the long-arm statute from a “single enumerated act” statute to a “minimum contacts” statute that permitted Tennessee courts to exercise personal jurisdiction over nonresident defendants to the full limit permitted by due process. *Id.* Tennessee courts are further permitted to exercise personal jurisdiction “[o]n any other basis authorized by law” or on “[a]ny basis not inconsistent with the constitution of this state or of the United States.” *Id.* at 646. *Tenn. Code Ann.* § 20–2–225(1), (2).

To enter a valid judgment, a court must have jurisdiction over the person of the

defendant. *See Kulko v. Super. Ct.*, 436 U.S. 84, 91 (1978).⁴ Tennessee's long-arm statutes extend as far as the Due Process Clause of the 14th Amendment permits. The Due Process Clause "limits the power of a state court to render a valid personal judgment against a nonresident defendant." *World-Wide Volkswagen Corp. v. Woodson*, 444 U.S. 286, 291 (1980). Under the Due Process Clause, the existence of personal jurisdiction over a nonresident defendant "depends upon the presence of reasonable notice to the defendant that an action has been brought [] and a sufficient connection between the defendant and the forum State to make it fair to require defense of the action in the forum." *Kulko*, 436 U.S. at 91. When the issue of personal jurisdiction arises, due process obligates the courts to ascertain whether it is "fair and substantially just to both parties to have the case tried in the state where the plaintiff has chosen to bring the action." *Gordon*, 300 S.W.3d at 646. In order to subject a defendant to an *in personam* judgment when he/she is not present within the territory or forum, there must be certain minimum contacts with the forum. such that the maintenance of the suit does not offend "traditional notions of fair play and substantial justice." *International Shoe v. Washington*, 326 U.S. 310, 316. (quoting *Milliken v. Meyer*, 311 U.S. 457, 463). When assessing personal jurisdiction for a nonresident defendant, there must be some act by which the defendant has purposefully availed itself of the privilege of conducting activities within the forum state. *Hanson v. Denckla*, 357 U.S. 235, 253. (quoting *International Shoe Co. v. Washington*, 326 U.S. 310, 319). Determining whether a forum state may exercise specific personal jurisdiction over a nonresident defendant is a two-step analysis which requires a court to analyze a plaintiff's showing that the nonresident defendant has purposely established significant contact with the forum state and (2) that the plaintiff's cause of action arises out of or is related to these activities or contacts. *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 472 (1985). The nonresident

⁴ General jurisdiction is not applicable to this case.

defendant's contacts with the forum state must be sufficient to enable a court to conclude that the defendant “should reasonably anticipate being hauled into court [in the forum state].” *Lindsey v. Trinity Commc'ns, Inc.*, 275 S.W.3d 411, 418 (Tenn. 2009) (quoting *World-Wide Volkswagen Corp. v. Woodson*, 444 U.S. at 297). The plaintiff’s claims, we have often stated, “must arise out of or relate to the defendant's contacts” with the forum. *Bristol-Myers Squibb Co. v. Superior Court of California*, 582 U. S. 255, 262 (U.S. 2017) (quoting *Daimler*, 571 U.S., at 127, 134 S.Ct. 746; alterations omitted); see, e.g., *Burger King*, 471 U.S., at 472, 105 S.Ct. 2174; *Helicopteros Nacionales de Colombia, S. A. v. Hall*, 466 U.S. 408, 414, 104 S.Ct. 1868, 80 L.Ed.2d 404 (1984); *International Shoe*, 326 U.S., at 319. Or put just a bit differently, “there must be ‘an affiliation between the forum and the underlying controversy, principally, [an] activity or an occurrence that takes place in the forum State and is therefore subject to the State's regulation.’” *Ford Motor Co. v. Montana Eighth Jud. Dist. Ct.*, 592 U.S. 351, 359–60 (2021) (internal citations omitted).

Where the sale of a product is not simply and isolated occurrence but arises from the efforts of an entity to serve, directly or indirectly, the market for its product in [several or all] other States, it is not unreasonable to subject it to suit in one of those States. *See Id.* at 363. If the plaintiff can make that showing, the defendant will have the burden of showing that the exercise of specific jurisdiction would be unfair. *Burger King Corp.* 471 U.S. at 477.

Although not every Plaintiff enrolled at a Tennessee institution, *Ford Motor* makes clear that specific jurisdiction does not require a strict causal relationship between the forum contacts and the cause of action. Rather, claims may “relate to” the defendant’s forum activities. Here, Plaintiffs challenge the NCAA’s enforcement of nationally applicable eligibility Bylaws that were implemented and enforced in Tennessee through Tennessee member institutions and

NCAA-sanctioned competition conducted in Tennessee. Plaintiffs' claims, therefore, sufficiently relate to the NCAA's Tennessee activities.

a. NCAA'S MINIMUM CONTACTS WITH TENNESSEE

As to the question of minimum contacts, the Supreme Court recognized that a nonresident defendant's contacts "must arise out of the defendant's own purposeful, deliberate actions directed toward the forum state," *Crouch Ry. Consulting, LLC v. LS Energy Fabrication, LLC*, 610 S.W.3d 460, 473 (Tenn. 2020) (citing *Burger King*, 471 U.S. at 472-73, 475-76), and be substantial enough to give rise to jurisdiction. *Id.* (citing *Walden v. Fiore*, 571 U.S. 277, 284 (2014); *Burger King*, 471 U.S. at 475). There must be "an affiliation between the forum and the underlying controversy, principally, [an] activity or an occurrence that takes place in the forum State and is therefore subject to the State's regulation." *Goodyear Dunlop Tires Operations, S.A. v. Brown*, 564 U.S. 915, 919 (2011). For these reasons, "specific jurisdiction is confined to adjudication of issues deriving from, or connected with, the very controversy that establishes jurisdiction." *Id.* Even just one contact, if sufficiently germane to the case or controversy, can be sufficient for establishing personal jurisdiction. *Id.* at 923.

In determining whether Plaintiffs have made out a prima facie case showing NCAA's sufficient minimum contacts with Tennessee related to this action, this Court analyzes whether NCAA's contacts were purposeful and substantial enough to merit the exercise of personal jurisdiction. *See Burger King*, 471 U.S. at 475 ("Jurisdiction is proper...where the contacts proximately result from actions by the defendant himself that create a 'substantial connection' with the forum state." (quoting *McGee*, 355 U.S. at 223, 78 S.Ct. 199)); *First Cmty. Bank*, 489 S.W.3d at 389 ("The defendant's connection with the forum state must be not only intentional, but also 'substantial' enough to give rise to jurisdiction.") There must be some act or acts by

which NCAA purposefully availed itself of the privilege of conducting activities within Tennessee, or stated another way, deliberately engaged in activities directed at Tennessee. *Crouch Ry. Consulting, LLC*, 610 S.W.3d 460, 477–78.

Defendants argue that these Plaintiffs cannot show that they have specific claims in Tennessee, but this Court disagrees. Each of the Plaintiffs in this case entered college pursuant to NCAA Bylaw 12.8,^{5*} as an NCAA Division I student-athlete has a five-year window—beginning upon full-time enrollment at any collegiate institution—in which to complete intercollegiate competition. The relevant contacts are not merely Plaintiffs' presence in Tennessee, but the NCAA's own conduct. The NCAA authorizes, regulates, and enforces its eligibility Bylaws through its Tennessee member institutions; governs intercollegiate contests played within Tennessee, which these Plaintiffs participated in; and exercises continuing authority over student-athletes competing in those contests. The challenged Bylaws were enforced through those Tennessee-directed activities at one of its twenty-five (25) member schools in the State against these Plaintiffs and student-athletes in Tennessee.

NCAA schools, and student-athletes must adhere to NCAA rules and Bylaws in Tennessee. The NCAA does not simply derive incidental revenue from Tennessee, rather, it deliberately cultivates ongoing regulatory and commercial relationships with Tennessee through its member institutions, championship events, media contracts, enforcement program, and administration of intercollegiate athletics, all of which these Plaintiffs participate in as student-

⁵ 12.8 Seasons of Competition: Five-Year Rule. A student-athlete shall not engage in more than four seasons of intercollegiate competition in any one sport (see Bylaws 12.02.6 and 14.3.3). An institution shall not permit a student-athlete to represent it in intercollegiate competition unless the individual completes all seasons of participation in all sports within the time periods specified below: (*Revised: 7/31/14*)

12.8.1 Five-Year Rule. A student-athlete shall complete the student-athlete's seasons of participation within five calendar years from the beginning of the semester or quarter in which the student-athlete first registered for a minimum full-time program of studies in a collegiate institution, with time spent in the armed services, on official religious missions or with recognized foreign aid services of the U.S. government being excepted. For international students, service in the armed forces or on an official religious mission of the student's home country is considered equivalent to such service in the United States.

*Going forward, reference to Bylaw 12.8 is referring to the numbering used in the 2022-2023 NCAA Division I manual, the effective manual at the time Plaintiffs enrolled, now numbered as Bylaw 12.6.

athletes. The NCAA further purposefully avails itself of the privileges and benefits of Tennessee by enforcing the Bylaws challenged in this action against each of Tennessee's twelve NCAA member institutions, in connection with its March Madness tournament held in Tennessee, and with respect to every student-athlete competing for or against those institutions within the State. This Court finds that the NCAA deliberately engaged in activities directed at Tennessee through its student-athletes and athletic programs governed by their Bylaws. Even a single purposeful contact may support specific jurisdiction when that contact gives rise to or sufficiently relates to the litigation. The Defendant made several contacts in Tennessee related to these players and the contract with the schools for which they play, and Defendant has engaged in several purposeful contacts in Tennessee for this Court's consideration concerning the Plaintiffs before this Court.

The conduct underlying Plaintiffs' claims arises directly from the NCAA's adoption and enforcement of both NCAA Bylaw 12.8 and the application of 12.8.1.7.⁶ The NCAA enforced Bylaw 12.8.1.7 against student-athletes competing at Tennessee NCAA member institutions and against student-athletes participating in intercollegiate contests within Tennessee. Each Plaintiff testified at trial or alleged in a Verified Complaint that, while attending a Tennessee NCAA member institution or competing against Tennessee member institutions in Tennessee, the NCAA applied Bylaw 12.8.1.7 in a disparate manner by granting other student-athletes a fifth or sixth season of eligibility while denying Plaintiffs the same relief. Accordingly, Plaintiffs' claims arise out of, or at a minimum relate to, the NCAA's purposeful enforcement of the challenged Bylaws within Tennessee. Because Plaintiffs established purposeful minimum contacts, the burden shifted to the NCAA to present a compelling case that exercising jurisdiction would be unreasonable. It has failed to do so. The NCAA regularly conducts substantial activities in

⁶ 12.8.1.7 Five-Year Rule Waiver. The Committee on Student-Athlete Reinstatement, or its designated committee, by a two-thirds majority of its members present and voting, may approve waivers of the five-year rule as it deems appropriate.

Tennessee through its member institutions and championship events. Tennessee has a significant interest in adjudicating disputes affecting institutions and student-athletes within its borders, Plaintiffs have a substantial interest in obtaining convenient relief in a single forum, and no competing sovereign interest outweighs those considerations. Accordingly, exercising jurisdiction comports with traditional notions of fair play and substantial justice.

Therefore, this Court finds that Plaintiffs have met their burden in that each of the Plaintiffs in this lawsuit has either attended a Tennessee school directly, or competed in contests in Tennessee against fifth and sixth year student-athletes and Redshirt student-athletes for which the claims of breach of contract claims arise, and as a result the burden shifted to the Defendant. The NCAA has failed to overcome the fact that it markets itself and its student-athletes, hosts events and regularly engages with Tennessee so that being called to defend a lawsuit here regarding these student-athletes does not offend traditional notions of fair play and justice.

B. THE BYLAWS OF THE NCAA INTERFERE WITH THE PROPERTY RIGHTS OF THE PLAINTIFFS

Defendant further argues that pursuant to *Tennessee Secondary School Athletic Association v. Cox* and its progeny, courts generally do not interfere with the internal affairs of voluntary associations and therefore this Court should decline to review the NCAA's eligibility Bylaws and determinations. Our Tennessee Supreme Court has held that, “it is well established the courts will not interfere with the internal affairs of voluntary associations, except in such cases as fraud, lack of jurisdiction, or the invasion of property rights or interests.” *Tennessee Secondary Sch. Athletic Ass’n v. Cox*, 221 Tenn. 164, 174 (1968).

In *Cox*, the plaintiffs sought judicial review of eligibility rules governing participation in interscholastic athletics, and the asserted injury was the loss of the opportunity to compete in high school. Here, by contrast, Plaintiffs allege that the challenged Bylaws impair statutory

property rights recognized by Tennessee law, interfere with existing contractual relationships with NCAA institutions, and substantially diminish their ability to earn compensation through NIL opportunities. The injury therefore extends well beyond the loss of participation in athletics. Plaintiffs further assert that the challenged NCAA rules directly interfere with their ability to engage in lawful commercial transactions and earn compensation from the use of their names, images, and likenesses—these are recognized property rights protected by Tennessee statutes. Every individual has a property right in the use of that individual's name, photograph, voice, or likeness in any medium in any manner. *See* Tenn. Code Ann. § 47-25-1103 (a) and (b); Tenn. Code Ann. § 47-25-1104.

Further, Tennessee has long recognized that an individual's labor constitutes a protected property interest. *See Ladd v. Roane Hosiery, Inc.*, 556 S.W.2d 758, 760 (Tenn. 1977) (“[a]n individual has a property interest in his labor, and the right to work without unjustified interference.”). In this case, Plaintiffs seek to make a living while earning a degree, which is intrinsically intertwined with playing basketball in college, which concerns individual property rights. *Id.* *See also Forrester v. Stockstill*, 869 S.W.2d 328, 330 (Tenn. 1994). As a practical matter, Plaintiffs' opportunity to monetize their NIL rights at the Division I level is dependent upon NCAA eligibility because NCAA Division I competition constitutes the market in which they have contracted to compete and in which the challenged eligibility rules operate:

It has been held in this respect that the deprivation of pecuniary benefits resulting from binding contractual relations involves the question of due process of law. Membership in certain types of voluntary associations may affect the member's right to pursue a trade or profession, and where this is the case, judicial intervention may be sought to protect the member's pecuniary or property right in membership. Injunctive relief may be sought against an anticipated violation of the rules of a voluntary incorporated association by its officers which threatens

irreparable injury to a member for which there is no adequate and complete remedy at law.

Esquinance v Polk County Educ. Ass’n, 195 S.W.3d 35, 45-46 (Tenn. Ct. App. 2005), quoting, 6 Am. Jur. 2d Associations and Clubs § 29. *Esquinance* confirms that Tennessee courts intervene when membership in a voluntary association affects the ability to pursue a trade or profession. 195 S.W.3d at 46. Plaintiffs' NCAA eligibility determines access to Division I basketball and the accompanying NIL marketplace, placing this case squarely within that principle. The Tennessee General Assembly has expressly declared that every individual possesses a property right in his or her name, image, and likeness. *Tenn. Code Ann.* §§ 47-25-1103–1104. Thus, Plaintiffs do not merely assert an expectancy of athletic participation; they assert impairment of a statutory property right expressly recognized under Tennessee law⁷. Accordingly, this Court finds that this case involves the invasion of property rights, not merely the denial of a privilege to participate in athletic competition, which makes this matter distinguishable from *Cox*.

Although membership in the NCAA is nominally voluntary, the United States Supreme Court has recognized that the NCAA exercises monopsony power over the market for elite collegiate athletic labor. *Nat’l Collegiate Athletic Ass’n*, 594 U.S. at 86. That economic reality reinforces the conclusion that NCAA eligibility determinations substantially affect student-athletes' ability to exercise their protected property interests. (“...NCAA enjoys monopoly (or, as it's called on the buyer side, monopsony) control in that labor market...”) *Cox* and its progeny do not immunize voluntary associations from judicial review. Rather, it recognizes specific exceptions, including cases involving the invasion of property rights, which put such associations within the purview of judicial review. Accordingly, the relevant inquiry is not whether the

⁷ Plaintiffs do not bring a cause of action pursuant to *Tenn. Code Ann.* §§ 47-25-1103–1104 as no private right of action exists for that statute.

NCAA is a voluntary association, but whether Plaintiffs allege the invasion of their legally cognizable property rights. Even assuming, without deciding, that the NCAA constitutes a voluntary association within the meaning of *Cox*, this Court finds that Plaintiffs' claims fall within the recognized exception for the invasion of property rights. Plaintiffs allege, through live testimony, Verified Complaints and affidavits that the failure to include them in the changed eligibility rules which have been extended to players prior to their intercollegiate athletic careers, during their careers and will be permanently enforced to intercollegiate student-athletes in August of 2026 and beyond, will substantially impair their ability to commercially monetize their statutorily protected property rights by preventing them from competing during an additional season of play that they reasonably believed they were entitled to but for their exclusion from these new contemplated eligibility rules. Based on the foregoing analysis, this Court finds that the Plaintiffs have established that the exception in *Cox* applies and this Court can review the rules, regulations, Bylaws, and interworking of the NCAA.

**C. PLAINTIFFS ARE INTENDED THIRD PARTY BENEFICIARIES TO THE CONTRACT
BETWEEN THE NCAA AND MEMBER SCHOOLS.**

Plaintiffs assert a breach of contract claim, alleging that they are intended third-party beneficiaries of the contractual relationship between the NCAA and its member institutions. NCAA contests this assertion claiming that the Plaintiffs are not intended beneficiaries and that the parties to the contract have otherwise agreed that the student-athletes are not the beneficiaries. This Court disagrees.

Generally, contracts are presumed to be “executed for the benefit of the parties thereto and not third persons.” *Owner-Operator Indep. Drivers Ass'n, Inc. v. Concord EFS, Inc.*, 59 S.W.3d 63, 68 (Tenn. 2001) (quoting *Oman Constr. Co. v. Tennessee Cent. Ry. Co.*, 212 Tenn. 556, 370 S.W.2d 563, 572 (1963)). Indeed, traditional privity rules provided that those who

were not parties to a contract had no right to sue for its breach. *Id.* However, our modern jurisprudence holds that third parties may enforce a contract if they are intended beneficiaries of the contract. *Id.* (*internal citations omitted*) If, on the other hand, the benefit flowing to the third party is not intended, but is merely incidental, the third party acquires no right to enforce the contract. *Id.* In order to maintain an action as an intended beneficiary, a third party must show: “(1) a valid contract made upon sufficient consideration between the principal parties and (2) the clear intent to have the contract operate for the benefit of a third party.” *Id.* (*quoting First Tennessee Bank Nat’l Ass’n v. Thoroughbred Motor Cars, Inc.*, 932 S.W.2d 928, 930 (Tenn.Ct.App.1996) (citing *United American Bank of Memphis v. Gardner*, 706 S.W.2d 639, 641 (Tenn.Ct.App.1985))). The evidence of intent to confer a benefit must be clear and direct:

It must appear, in order that a third person may derive a benefit from a contract between two other parties, that the contract was made and entered into directly or primarily for the benefit of such third person, and before he can avail himself of the exceptional privilege of suing for a breach of agreement to which he is not a party he must at least show that it was intended for his direct benefit.

Id. at 69 (*quoting Abraham v. Knoxville Television, Inc.*, 757 S.W.2d 8, 11 (Tenn.Ct.App.1988)).

In this case, this Court finds it to be clear that the NCAA Bylaws were intended to directly protect the rights, rules, benefits and obligations of the student-athletes who play for member institutions. The NCAA argues that the Bylaws govern relationships among member institutions not athletes and that the benefit conferred is for the member institutions and not the student-athletes. However, when analyzing the Bylaws, they protect every aspect of student-athlete eligibility, scholarships, recruiting, transfers, health, education, NIL, competition and amateur status to name a few. Almost every substantive provision exists because student-athletes participate.

NCAA relies on *Rose v. NCAA*, 346 F. Supp. 3d 1212 (N.D. Ill. 2018), for the proposition that student-athlete football players were not intended beneficiaries for purposes of the NCAA safety rules. However, this Court finds *Rose* to be distinguishable from the case at bar. In *Rose*, the student-athletes, former Purdue University football players, alleged that they were “the intended third-party beneficiaries of the contract between the NCAA and Purdue University” regarding the implementation of NCAA safety rules. *Id.* at 1229 (internal quotation marks omitted). *Rose* addressed whether NCAA concussion-management provisions created tort duties. This case presents a different question—whether the NCAA Bylaws manifests an intent to confer enforceable contractual rights regarding eligibility and participation. The provisions at issue here directly regulate eligibility, scholarship status, transfers, and NIL opportunities, subjects that are fundamentally different from the safety protocols considered in *Rose*. Further, Illinois caselaw is not binding on this Court. When reading the Bylaws at issue in this case, they are all largely devoted to regulating the eligibility, participation, welfare, and compensation of student-athletes. They repeatedly identify student-athletes as the objects of the Bylaws, indicating an intent to benefit them. The Bylaws are not limited to allocating rights and obligations among member institutions. Rather, they establish detailed rights, privileges, obligations, eligibility requirements, procedural protections, and benefits that directly govern the relationship between the NCAA and every student-athlete participating in NCAA competition. Those provisions demonstrate that student-athletes are not merely incidental beneficiaries of the contractual arrangement but are among its principal intended beneficiaries.

The Court further finds it significant that student-athletes are required to review and execute acknowledgments agreeing to comply with the NCAA Bylaws before participating in athletics at NCAA member schools. (*Trial Testimony of Jerry Vaughn*). This requirement

demonstrates that the contractual framework was intended to operate directly upon student-athletes and not merely upon member institutions. Therefore, this Court finds that the Plaintiffs are the intended beneficiaries of the contracts at issue in this case.

Plaintiffs introduced evidence that Defendant applied the challenged eligibility rules inconsistently among similarly situated student-athletes, thus breaching good faith and fair dealing. Rules should be applied to everyone equally and favoritism should not be applied to any athletes to the detriment of others as the evidence has presented in this trial. Further, these Plaintiffs relied on statements provided by the Defendant regarding their eligibility. Therefore at this juncture and on this very limited record, the Court finds that Plaintiffs have demonstrated a likelihood of success because the present record shows (1) the existence of valid contractual relationships between the NCAA and its member institutions, (2) extensive contractual provisions directed specifically toward student-athletes, (3) evidence that student-athletes are required to acknowledge and comply with those contractual provisions before participating in NCAA competition, and (4) evidence that the challenged eligibility provisions were enforced inconsistently against Plaintiffs.

II. PLAINTIFFS WILL SUFFER IRREPARABLE HARM TO THE PLAINTIFF IF THE INJUNCTION IS NOT GRANTED

This Court has no trouble concluding, as many other courts have, that the denial of the ability to play sports is irreparable harm. *Pavia*, 760 F. Supp. 3d at 543-44, appeal dismissed as moot, 154 F.4th 407 (6th Cir. 2025) (“Courts have repeatedly found that ‘[c]ollege students suffer irreparable harm when they are denied the opportunity to play sports.’”) *See (S.A. v. Sioux Falls School Dist.* 49-5, 2023 WL 6794207, at *9 (D. S.D. Oct. 13, 2023) (quoting *Portz v. St. Cloud State Univ.*, 401 F.Supp.3d 834, 868 (D. Min. 2019)); *see also McCormick ex rel. McCormick v. Sch. Dist. of Mamaroneck*, 370 F.3d 275, 302 n.25 (2d Cir. 2004); *Navarro v. Fla.*

Inst. of Tech., Inc., 2023 WL 2078264, at *16–17 (M.D. Fla. Feb. 17, 2023) (courts have consistently held that losing the opportunity to participate sports is irreparable harm); *Biediger v. Quinnipiac Univ.*, 616 F. Supp. 2d 277, 291 (D. Conn. 2009) (“Courts have consistently held that, given the fleeting nature of college athletics, plaintiffs will suffer irreparable harm by losing the opportunity to participate in their sport of choice on a continuous and uninterrupted basis.”); *Brooks v. State Coll. Area Sch. Dist.*, 643 F.Supp.3d 499, 510 (M.D. Pa. 2022); *Mayerova v. E. Mich. Univ.*, 346 F.Supp.3d 983, 997 (E.D. Mich. 2018); *but see Doe v. Portland Pub. Sch.*, 701 F.Supp.3d 18, 38-39 (D. Me. Nov. 3, 2023); *Revesz v. Pa. Interscholastic Ath. Ass’n, Inc.*, 798 A.2d 830, 837 (Commonwealth Court of Pa. May 21, 2002). In addition, although the value of missed NIL opportunities could potentially be quantified, the lost opportunity to play NCAA Division I basketball for a fifth season results in a loss of opportunity for exposure and building his “personal brand.” NCAA eligibility is necessarily limited in duration. The opportunity to compete as a student-athlete, develop athletically, and pursue compensation through name, image, and likeness activities exists only during a finite period and cannot be recreated once a season has concluded. Plaintiffs have demonstrated that, absent injunctive relief, they will be unable to compete in the upcoming season and enter the NCAA Transfer Portal and pursue opportunities to compete during an additional season, should such opportunities become available. Once those deadlines pass and roster positions are filled, the lost opportunity cannot be restored through a later judgment or adequately compensated by monetary damage.

Accordingly, the Court finds that Plaintiffs have established irreparable harm. Based on the present record, the Court further finds that Plaintiffs have presented substantial evidence that the eligibility rules were applied inconsistently to similarly situated student-athletes, further supporting the need for preliminary injunctive relief.

**III. THE NCAA WILL NOT BE HARMED BY EXTENDING THE ABILITY FOR
THESE STUDENTS TO BE CONSIDERED FOR A FIFTH SEASON AS
THEY CONTEMPLATED GRANDFATHERING THIS CLASS IN AS LATE
AS APRIL 15, 2026, DURING THE TRANSFER PERIOD**

Since 2020, the NCAA has offered student-athletes enrolled in college an extra year to play. Prior to 2020 and up until today, NCAA has offered student-athletes the ability to take a “Red-Shirt” year, which allowed them to essentially play extended years as student-athletes and benefit from team workouts, conditioning and being involved in team training, all while improving their game before touching their years of eligibility. The NCAA has regularly applied its rules and Bylaws differently to different student-athletes and member schools all while requiring strict adherence to the rules by student-athletes. Further, the Defendant has been contemplating this rule change since 2024. (*Trial Exhibit 3*).

This Court further finds that the balance between the threat of irreparable harm to the Plaintiff if the injunction is not granted and the harm and the injury that granting the injunction would inflict on the Defendant is minimal, as this Court’s order does not guarantee any spot on any team but instead gives an additional year of eligibility if a roster position is available.

**IV. THE PUBLIC POLICY AND INTEREST IN THE STATE OF TENNESSEE
FAVORS THE GRANT OF INJUNCTIVE RELIEF**

Finally, the Court finds that the public interest favors the issuance of the requested preliminary injunction. The relief granted is narrowly tailored to preserve the status quo pending a final adjudication on the merits and applies only to the Plaintiffs in this action. Tennessee possesses a substantial sovereign interest in protecting property rights created under its laws and in adjudicating disputes affecting its institutions of higher education and student-athletes who compete within this State. That interest is reflected in the statutory framework enacted by the

General Assembly recognizing and protecting name, image, and likeness rights, together with the broader protections afforded under *Tennessee Code Annotated* §§ 47-25-1101 *et seq.* The Court further considers *Tennessee Code Annotated* § 49-7-2803, which reflects the General Assembly's policy of protecting student-athlete eligibility and educational opportunities. The Court recognizes that the public also has an interest in the consistent administration of NCAA eligibility rules. However, on the present record, Plaintiffs have presented substantial evidence that the challenged eligibility rule has been applied inconsistently to similarly situated student-athletes. Under these circumstances, preserving Plaintiffs' eligibility while this case is adjudicated better serves the public interest than allowing an allegedly inconsistent application of the challenged rule to become permanent before the merits can be resolved.

The balance of the equities supports Plaintiffs' Motion and favors issuance of a temporary restraining order and preliminary injunction enjoining the exclusion of these Plaintiffs, who were a part of the incoming Class of 2022 from the new Bylaw passed regarding student-athlete eligibility on June 23, 2026. The enforcement of the new Age Eligibility Rule with Plaintiffs' exclusion would cause them to face immediate and irreparable harm for every athletic contest they are forced to sit out, whether it be economic harm or well-being harm. This Court does not see substantial harm to the NCAA that would result from this Court granting a temporary injunction to these players. These players have consistently played against fifth and sixth year seniors without themselves having the same benefit. A prohibition on enforcing the enforcement of the new Age Eligibility Rule with Plaintiffs' exclusion causes no harm to the NCAA or any other entity or individual. Such relief would merely prevent the enforcement of one of the NCAA's many Bylaws to the exclusion of these Plaintiffs and would allow student-athletes to compete in athletic events already scheduled to take place if they are able to secure a

spot on a team.

V. NCAA IS ENJOINED FROM ENFORCING NCAA BYLAW 12.11.4.2 AS TO THESE PLAINTIFFS AND THE SCHOOLS FOR WHOM THEY WILL PLAY

This Court is deeply troubled by NCAA Bylaw 12.11.4.2⁸, commonly referred to as the “Rule of Restitution.” Although the NCAA is entitled to adopt rules governing intercollegiate athletics, this Bylaw authorizes significant sanctions against member institutions and student-athletes solely because participation occurred pursuant to a duly issued court order that is later modified, dissolved, or reversed. The practical effect of the rule is to discourage institutions and student-athletes from seeking judicial review and to discourage compliance with lawful court

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

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

orders by threatening substantial retroactive penalties. Such a policy stands in considerable tension with the longstanding principle that parties should have meaningful access to the courts to seek redress of legal grievances without fear that exercising that right will itself become the basis for punishment.

The Court further observes that judicial injunctions are not advisory opinions or suggestions; they are lawful orders entered by a court of competent jurisdiction after application of established legal standards. A policy that imposes punitive consequences because a party complied with a judicial injunction risks diminishing the authority of the judiciary and creates an unnecessary tension between private organizational rules and the judicial process. While the NCAA may disagree with a court's ruling and is entitled to pursue appellate review, compliance with a court order should not itself expose institutions or student-athletes to punitive measures should the order later be modified or reversed through the ordinary appellate process.

Although the validity of NCAA Bylaw 12.11.4.2 is not directly before the Court, the existence of the Rule of Restitution is relevant to the equitable considerations governing preliminary injunctive relief. The Court cannot ignore that the rule may chill the exercise of the fundamental right to seek judicial relief by attaching potentially severe collateral consequences to compliance with a court order. Equity has long favored preserving meaningful access to the courts, and private association rules should not operate in a manner that discourages parties from invoking the lawful jurisdiction of the judiciary or from complying with judicial decrees while those decrees remain in force. Thus, this Court will enjoin the NCAA from enforcing the Rule of Restitution against these student-athletes and their respective institutions.

CONCLUSION

The Court finds, based upon the evidence presented at the preliminary injunction hearing,

that the NCAA has not applied the challenged eligibility rules uniformly among similarly situated student-athletes. The record before this Court reflects that certain student-athletes have been permitted to compete during fifth and sixth seasons of intercollegiate eligibility under NCAA-approved exceptions, while Plaintiffs remain subject to the four-season five year limitation despite presenting evidence that they are similarly situated as other student-athletes granted additional years of play. At this stage, Plaintiffs have demonstrated a substantial likelihood of establishing that the NCAA's inconsistent application of its eligibility rules constitutes a breach of the implied covenant of good faith and fair dealing inherent in the contractual between NCAA and its member institutions for which this Court finds Plaintiffs to be intended beneficiaries.

This Order preserves the status quo by restoring Plaintiffs' eligibility for one additional season of NCAA Division I basketball competition, subject to all otherwise applicable NCAA and institutional requirements unless otherwise delineated herein. This Court further permits Plaintiffs to enter the NCAA Transfer Portal and to be treated as eligible student-athletes for purposes of recruitment, transfer, and participation in the 2026-2027 basketball season.

Based on the foregoing facts and conclusions of law, the Court **ORDERS** the following injunctive relief:

1. Defendant, NCAA is hereby **ENJOINED from implementing the newly approved age-based eligibility rule to the exclusion of the Plaintiffs** in this lawsuit insofar as it requires a Plaintiff to sit out for an academic year. This will give each Plaintiff an additional year of eligibility to play pursuant to the age-based eligibility rule implemented on June 22, 2026;
2. Defendant is further **ENJOINED** from preventing or restricting Plaintiffs from

entering the NCAA Transfer Portal should they elect to transfer to another NCAA Division I member institution for the purpose of utilizing the additional year of eligibility recognized by this Order. Defendant shall recognize Plaintiffs as eligible for the 2026–2027 basketball season and shall not deny or impede their recruitment, transfer, or certification on the basis of the challenged eligibility determination. Nothing in this Order shall be construed to require any NCAA Division I member institution to recruit, admit, award financial aid to, or place any Plaintiff on its athletic roster;

3. Defendant, and all those acting in concert with it, are further **ENJOINED** from enforcing NCAA Bylaw 12.11.4.2 and the Ghost Transfer Rule against Plaintiffs or any member institution that may select a Plaintiff from this lawsuit for a position in the 2026-2027 basketball season;
4. Defendant is further **ORDERED** to open the Transfer Portal for any Plaintiff in this lawsuit from **August 3, 2026 at 12:00 Noon to August 10, 2026 at 8:00 A.M.** to facilitate any Plaintiff wanting to enter the portal and the schools wishing to communicate with such Plaintiff if any.

Security will not be required prior to the issuance of this Order because the NCAA will not suffer financial burden in compliance with such injunctive relief.

IT IS SO ORDERED at 2:30 P.M. July 31, 2026.

/s/ I'Ashea L. Myles
CHANCELLOR I'ASHEA L. MYLES
COUNTY CHANCERY COURT PART III

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