

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

ENTERED
Judge Neil H. Cohen-2021

JUL 01 2026

MARIYANA T. SPYROPOULOS
CLERK OF THE CIRCUIT COURT
OF COOK COUNTY, IL

Jackson Carsello,)
)
Plaintiff,)
)
v.)
)
National Collegiate Athletic Association,)
)
)
Defendant.)

Case No. 2026CH04037
Honorable Judge Neil H. Cohen
(Chancery Calendar 5)

TEMPORARY INJUNCTION ORDER AND OPINION

This matter having come before the Court on Plaintiff Jackson Carsello’s Motion for Preliminary Injunction, and on presentment of Plaintiff’s Motion for Leave to File Supplemental Brief in Support of Preliminary Injunction Instanter (“Instanter Motion”), and after a June 12, 2026 Hearing on Plaintiff’s Motion for Preliminary Injunction (“Hearing”), for the following reasons, the Court **GRANTS** Plaintiff’s Motion for Preliminary Injunction and **DENIES** the Instanter Motion:

I. Findings of Fact¹

Plaintiff Jackson Carsello is 23 years old and currently resides in Evanston, Illinois. (PX1, Carsello Decl. ¶¶ 2–3; Carsello H’rg Testimony.) He has an undergraduate degree from Northwestern University in education and social policy and has completed a master’s degree in organizational dynamics. (JX2, Waiver Packet at 43–46; Carsello H’rg Testimony.) Last year, Mr. Carsello was the starting center on Northwestern’s football team. (PX1, Carsello Decl. ¶ 4; Carsello H’rg Testimony.)

¹ These facts are taken from the parties’ Preliminary Injunction Hearing Witness Lists, Fact Stipulations, and Exhibits (“Fact Stipulations”), Hearing, and stipulated Hearing exhibits.

Mr. Carsello began his student-athlete career at Northwestern in the summer of 2021. (PX1, Carsello Decl. ¶ 13; Carsello H'rg Testimony.) During his freshman year, he did not play a single intercollegiate football game during the 2021-22 season principally due to two high ankle sprains. (Fact Stipulations ¶¶ 16, 33-34; PX1, Carsello Decl. ¶ 15-16; Carsello H'rg Testimony; PX3, Dr. Mjaanes Decl. ¶¶ 7-8, 10; Dr. Mjaanes H'rg Testimony; PX4, Mucovich Decl. ¶¶ 7, 17; PX2, Hosmon H'rg Testimony; PX5, Anderson Decl. ¶ 13.) During the 2022-23 season, the Northwestern coaches decided to "redshirt" Mr. Carsello. (PX1, Carsello Decl. ¶ 24; Carsello H'rg Testimony.) During the 2023-24, 2024-25, and 2025-26 seasons, Mr. Carsello played in 32 games. (PX1, Carsello Decl. ¶ 25; Carsello H'rg Testimony.) Mr. Carsello seeks to return to Northwestern to compete in a fourth season of intercollegiate athletics during the 2026-27 season. (Fact Stipulation ¶ 9; PX1, Carsello Decl. ¶ 13; Carsello H'rg Testimony.)

NCAA Bylaws, however, require that a student-athlete play four seasons of intercollegiate sports within five years after they first begin their student-athlete career. (JX1, 2025-26, NCAA Bylaws 12.6.1.) This is commonly referred to as the "Five-Year Rule." As is relevant here, Mr. Carsello is entitled to a waiver of the Five-Year Rule if "objective evidence" demonstrates he "was deprived of the opportunity to participate in intercollegiate competition in one other season due to circumstances beyond the control of the student-athlete or institution[.]" (JX1, 2025-26, NCAA Bylaws 12.6.1.7(a); Fact Stipulations ¶ 14.) NCAA Bylaws contain a list of circumstances beyond the control of the student-athlete that, as relevant here, include, but are not limited to:

- (a) Situations clearly supported by contemporaneous medical documentation, which states that a student-athlete is unable to participate in intercollegiate competition as a result of incapacitating physical or mental circumstances[.]

(JX1, 2025-26, NCAA Bylaws 12.6.1.7.1.1(a); Fact Stipulation ¶ 15.) Mr. Carsello contends he is entitled to a waiver because he was unable to participate in competition during the 2021-22 season due to two high ankle sprains.

Pursuant to NCAA Bylaws, Northwestern was required to apply for a waiver to the NCAA on Mr. Carsello's behalf. (Fact Stipulations ¶ 11; JX1 2025-26, NCAA Bylaws 12.10.1.) Aaron Hosmon, Senior Associate Athletic Director for Compliance and Regulatory Affairs at Northwestern submitted materials in support of the waiver request, referred to by the parties as the "Waiver Packet," to the NCAA in January 2026. (Fact Stipulations ¶¶ 12–13.) In support of Northwestern's position that Mr. Carsello was unable to play in games during the 2021-22 season because of his high ankle sprains, the Waiver Packet contained, among other things: (1) contemporaneous medical records (JX2, Waiver Packet at 22–39, 47–49, 55–57; Stipulations ¶ 16) and (2) emails and letters written by Mr. Carsello, Mr. Hosmon, Dr. Jeffrey Mjaanes, the lead doctor for Northwestern football, and John Mucovich, the head athletic trainer for Northwestern football. (JX2, Waiver Packet at 9–10, 12–15, 17, 50–54, and 58.)

On February 27, 2026, the NCAA denied the Waiver Request stating:

Requirements of the legislation are not satisfied Based on the information submitted by institution, SA was not denied at least two participation opportunities. The purpose of extension legislation is to ensure four seasons of participation opportunity. For an SA to receive an extension, an institution must demonstrate SA was denied at least two participation opportunities for reasons beyond the control of SA or institution, resulting in SA not having at least four participation opportunities. While staff noted, 2022-23 academic year satisfied the extension legislation provision specific to SA's who are redshirted during one year of full-time collegiate enrollment, institution was unable to demonstrate SA was denied an additional participation opportunity. Specifically, staff considered the 2023-24, 2024-25, and 2025-26 academic years where SA competed participation opportunities. Additionally, staff considered 2021-22 academic year a participation

opportunity given institution was unable to provide contemporaneous medical documentation demonstrating SA was incapacitated for entire 2021-22 football season. Finally, institution was unable to demonstrate otherwise extraordinary circumstances existed to warrant an extension.

(JX2, Waiver Packet at 59; Fact Stipulations ¶ 32.)

II. Procedural History and Record

Mr. Carsello filed his Complaint and Motion for Preliminary on April 27, 2026, seeking to enjoin the NCAA from preventing him from playing for Northwestern during the 2026-27 season and for a declaration ruling that he should be immediately eligible to play for Northwestern during the 2026-27 season. His Complaint contains three counts: (1) declaratory judgment, (2) breach of contract as a third-party beneficiary to the NCAA Manual, which includes its Bylaws, and (3) breach of the implied duty of good faith and fair dealing as to the NCAA Manual.

At the Hearing, Plaintiff submitted the live testimony of Mr. Carsello, Dr. Mjaanes, and Mr. Hosmon. The NCAA cross-examined all three witnesses and declined to call any of its own witnesses. The parties stipulated to the following exhibits as admitted into the record: the 2025-26, NCAA Manual (JX1), Waiver Packet (JX2), John Mucovich Deposition Transcript (JX3), Kurt Anderson Deposition Transcript (JX4), Declaration of Jackson Carsello (PX1), Declaration of Aaron Hosmon (PX2), Declaration of Dr. Jeffrey Mjaanes (PX3), Declaration of John Mucovich (PX4), Declaration of Kurt Anderson (PX5), and NCAA Division I Committee on Student-Athlete Reinstatement Guidelines (Revised – May 2025) (DX1). Further, given their unavailability, the parties further stipulated to the admission of Deposition Testimony of John Mucovich (JX3) and Kurt Anderson (JX4), Mr. Carsello's former coach, so that that testimony could be as if they testified during the Hearing. (Fact Stipulations at 3 and ¶¶ 3, 6.)

III. Legal Standard

“The purpose of a preliminary injunction is to preserve the status quo pending a decision on the merits of a cause.” *Hartlein v. Illinois Power Co.*, 151 Ill.2d 142, 156 (1992). A preliminary injunction preserves “the last, peaceable uncontested status which preceded the litigation, pending a hearing on the merits of the case.” *Office Mates 5, North Shore, Inc. v. Hazen*, 234 Ill.App.3d 557, 567 (1st Dist. 1992) (internal citation omitted). “A preliminary injunction, even if mandatory, is justified if necessary to maintain the status quo and prevent irreparable harm.” *Gold v. Ziff Communications Co.*, 196 Ill.App.3d 425, 432 (1st Dist. 1989).

Courts have identified six separate factors Courts should consider in considering a motion for preliminary injunction (sometimes viewed as four factors). *See., e.g., New Light Cemetery Ass’n v. Baumhardt*, 373 Ill.App.3d 1013, 1017 (1st Dist. 2007) (listing four factors, including whether the plaintiff “establish[es] by a preponderance of the evidence (1) that he or she has no adequate remedy at law and will be irreparably injured if the injunction is not granted; (2) that the threatened injury to him or her will be immediate, certain and great if the injunction is denied, while the loss or inconvenience to the opposing party will be comparatively small and insignificant if it is granted; (3) that granting the preliminary injunction will not have an injurious effect upon the general public; and (4) and that he or she has a reasonable likelihood of prevailing on the merits”). Regardless of whether they are listed as four or six factors, the considerations are substantively the same.

This Court will consider the factors as six different factors: (1) whether the plaintiff has a protectible right, (2) whether the plaintiff has an adequate remedy at law, (3) whether the plaintiff will experience irreparable harm if a preliminary injunction is not issued, (4) whether the equities support ruling in favor of the plaintiff, (5) the impact of granting a preliminary injunction on the

general public, and (6) the likelihood the plaintiff will of succeed on the merits. This Court applies these factors to the evidence presented before it, based on the Court's assessment of the materials in the record and credibility of the witnesses and arguments of counsel, as follow:

IV. Discussion

1. Protectible Right

Mr. Carsello has a protectible right as a third-party beneficiary to the NCAA Manual and the Bylaws therein. "The well-established rule in Illinois is that if a contract is entered into for the direct benefit of a third person, the third person may sue for a breach of the contract in his or her own name, even though the third person is a stranger to the contract and the consideration." *Zurich Capital Markets Inc. v. Coglianese*, 2005 WL 1950653, at *8 (N.D. Ill. Aug. 12, 2005) (internal quotation and citation omitted). The NCAA Manual forms a binding agreement between the NCAA and its member institutions, here Northwestern. One need only look to the statements in the NCAA Manual, which contains the NCAA's Constitution, to reach the conclusion that Mr. Carsello is an intended third-party beneficiary of that agreement. The Preamble to its Constitution states:

The National Collegiate Athletic Association is a voluntary, self-governing organization of four-year colleges, universities and conferences ***committed to the well-being and development of student-athletes***, to sound academic standards and the academic success of student-athletes, and to diversity, equity and inclusion. Member institutions and conferences believe that intercollegiate athletics programs provide student-athletes with the opportunity to participate in sports and compete as a vital, co-curricular part of their educational experience. The member schools and conferences likewise are committed to integrity and sportsmanship in their athletics programs and to institutional control of and responsibility for those programs. ***The basic purpose of the Association is to support and promote healthy and safe intercollegiate athletics, including national championships***, as an integral part of the education program and the student-athlete as an integral part of the student body.

(JX1, 2025-26, NCAA Manual, Constitution, Preamble (emphasis added).) These NCAA commitments to supporting and promoting the well-being, safety, and health of *student-athletes* make clear that Mr. Carsello is an intended third-party beneficiary of the Manual, including its Bylaws, and therefore has a protectible right in whether he is entitled to a waiver.

2. Adequate Remedy at Law

Mr. Carsello also has no adequate remedy at law. An adequate remedy at law only exists where the legal remedy is as “clear, complete, and as practical and efficient to the ends” “as the equitable remedy.” *A.B. Dick Co. v. American Pro-Tech*, 159 Ill.App.3d 786, 794 (1987). Here no such remedy at law exists as this matter is similar to cases in which courts have upheld preliminary injunctions where a party’s business will be lost or destroyed without one. *See, e.g., Baal v. McDonald’s Corp.*, 97 Ill.App.3d 495, 501–502 (1st Dist. 1981); *Dayan v. McDonald’s Corp.*, 64 Ill.App.3d 984, 987 (1st Dist. 1978). Similarly, here there is no remedy at law that can replace Mr. Carsello playing football for Northwestern. (PX1, Carsello Decl. ¶ 28; Carsello Hr’g Testimony.) Mr. Carsello’s college football career would end in its entirety if a preliminary injunction were not granted. Additionally, it is not possible to reasonably provide a legal remedy for losing the opportunity to improve his NFL draft stock. (PX1, Carsello Decl. ¶¶ 27–28.) To calculate lost revenue from these events would be entirely speculative and therefore inadequate. For these reasons, Mr. Carsello has no adequate legal remedy.

3. Irreparable Harm

Mr. Carsello will experience irreparable harm for similar reasons as he has no adequate remedy at law. “Action by a party which will ultimately result in putting another party out of business constitutes irreparable harm which justifies a preliminary injunction.” *Gold*, 196 Ill.App.3d at 435; *see Dayan*, 64 Ill.App.3d at 988 (finding irreparable harm where trial judge

found without a preliminary injunction “Dayan goes out of business and then it’s too late. His business is destroyed.”). If a preliminary injunction is not granted Mr. Carsello will be irreparably harmed because he will not be able to play with his Northwestern teammates who are like his brothers and in front of his friends and family in Evanston. (PX1, Carsello Decl. ¶¶ 28–29; Carsello H’rg Testimony.) He also stands to lose NIL compensation for the 2026-2027 season. (PX1, Carsello Decl. ¶ 29.) All of this is the kind of continuing harm that necessitates the issuance of a preliminary injunction. *See Bollweg v. Richard Marker Assocs., Inc.*, 353 Ill.App.3d 560, 577 (2d Dist. 2004) (“To demonstrate irreparable injury, the moving party need not show an injury that is beyond repair or compensation in damages, but rather need show only transgressions of a continuing nature.”). Mr. Carsello’s teammates are well-underway preparing for the upcoming season. Each day that passes that he is away from his team constitutes recurring harm. Once the season approaches, each game he misses will also cause irreparable harm. This factor weighs clearly in Mr. Carsello’s favor.

4. Balancing the Equities

As to balancing the equities, this Court acknowledges the important role that the NCAA has in promulgating rules that allow student-athletes to play intercollegiate sports. This Court has a great deal of respect for those rules and does not take reviewing the NCAA’s decision lightly. Nor does this Court take attacks on the NCAA lightly. The Court takes judicial notice of recent preliminary injunction decisions nationally where courts are rejecting the plain text of the NCAA’s Bylaws. Rules should be respected. This Court does not intend to undermine the NCAA. It is an honorable institution.

Also, as to other student-athletes, this Court acknowledges that if Mr. Carsello is allowed to return to Northwestern, there may be younger, less experienced players who may have less

opportunity to play.

Despite all of this, the Court finds the equities favor Mr. Carsello as he stands to lose his last opportunity to play with his Northwestern brothers and will never be able to play four full seasons of college football in front of his friends and family should a preliminary injunction not be entered. He was unable to play during the 2021-22 season due to his high ankle sprains. In 2022-23, he was only able to play for a few games because his then coaches redshirted him. So Mr. Carsello has only had the opportunity to play three full seasons.

The equities also favor Mr. Carsello because he is the exact type of student-athlete we should promote. He went through great lengths in high school to have the opportunity to earn a Division I scholarship. Mr. Carsello was undersized relative to the typical college offensive linemen when he first arrived on campus. (PX1, Carsello Decl. ¶ 7; Carsello H'rg Testimony.) He committed to the arduous work to become bigger, stronger, faster, and a better football player so that he could earn a Division I football scholarship. (PX1, Carsello Decl. ¶ 8; Carsello H'rg Testimony.) He also thrived academically, graduating as a National Honors Society member and earning First Team All-Academic and Athletic Team honors. (PX1, Carsello Decl. ¶ 10; Carsello H'rg Testimony.) Mr. Carsello's hard work paid off. By his senior year, he was named team captain, was one of the top 25 high school football prospects in Illinois, earned First Team All-State honors, and was ranked nationally as a three-star recruit. (PX1, Carsello Decl. ¶ 9; Carsello H'rg Testimony.)

Mr. Carsello has continued his hard work and discipline while at Northwestern. He first played in games at Northwestern during the 2023-24, including starting a game versus Nebraska. (PX1, Carsello Decl. ¶ 25 Carsello H'rg Testimony.) During the 2024-25 season, Mr. Carsello played in 11 games, starting in the final eight and earning Big Ten Center of the Week honors for

his performance against Illinois. (PX1, Carsello Decl. ¶ 25; Carsello H'rg Testimony). In his third year of college football, the 2025-26 season, Mr. Carsello started in all of Northwestern's games, was rated fourth among centers in the country, and named Big Team Center of the Week and Pro Football and Sports Network Center of the Week for his performance against Oregon and Big Team Center of the Week for his performances against Minnesota, Oregon, UCLA, and the University of Louisiana-Monroe. (PX1, Carsello Decl. ¶ 25; Carsello H'rg Testimony.) Mr. Carsello also ended the season on the 2026 watch list for the Rimington Trophy, an award presented to the most outstanding center in NCAA Division I intercollegiate football. (PX1, Carsello Decl. ¶ 25; Carsello H'rg Testimony.)

Also, he has not only been a stellar athlete but has also been a stellar student. He has already earned his master's degree and during his time as a Northwestern undergraduate he earned the 2023-24 Big Ten Distinguished Scholar Award, was named to the 2025 All District Academic Team, and was named to the Academic All-Big Ten Team four times. (PX1, Carsello Decl. ¶ 26; Carsello H'rg Testimony.)

Also, if he is not granted a preliminary injunction, he is already far behind in trying to make an NFL team as he has missed the opportunity to participate in the NFL draft and rookie training camps. The court also understands that the NFL has decided there will be no supplemental draft, further impairing Mr. Carsello's ability to join the NFL at this stage.

With all due respect to the NCAA, the balancing of the equities weighs in Mr. Carsello's favor as the harm to the NCAA is much less than that which would occur to Mr. Carsello.

5. Impact on General Public

As to the impact on the general public, this Court rules that this factor weighs in favor of Mr. Carsello as there is no perceivable impact on the general public. That said, this Court reiterates

the importance it places on the ability of the NCAA to promulgating rules for student-athletes, and in having its members and students-athletes adhere to them.

6. Likelihood of Success on the Merits

The final issue is whether Mr. Carsello is likely to succeed on the merits. A plaintiff need not make out a case that would entitle him to the relief he seeks at trial. *Keefe-Shea Joint Venture v. City of Evanston*, 332 Ill.App.3d 163, 174 (1st Dist. 2002). A plaintiff need only establish a likelihood of success on the merits, which Courts have taken to mean raise a fair question as to whether the plaintiff will be entitled to the relief sought. *Id.* Mr. Carsello's claims dictate whether he will succeed on the merits.

Turning to those claims, Mr. Carsello asserts breach of contract. To assess his likelihood of success on this claim, we must consider what he is owed under the NCAA Manual. The Manual has two relevant provisions. The first is the Preamble to the NCAA Constitution in which the NCAA promises to be "committed to" Mr. Carsello's "well-being and development" and to "support and promote healthy and safe intercollegiate athletics." JX1, NCAA 2025-26 Manual, Constitution, Preamble (emphasis added). The second is the provision discussing the waiver of the Five-Year Rule which states that Mr. Carsello is entitled to a waiver upon an "objective evidence" that he "was deprived of the opportunity to participate in intercollegiate competition in one other season due to circumstances beyond the control of the student-athlete or institution[.]" (JX1, 2025-26, NCAA Bylaws 12.6.1.7(a); Fact Stipulations ¶ 14).

Critical here, the NCAA asserted during the Hearing that Mr. Carsello's having practiced during the 2021 season demonstrates that he had the opportunity to participate during the season. But a simple review of the NCAA Bylaws demonstrates that this is incorrect.

The NCAA Bylaws provide that participation for the purpose of determining eligibility only applies to activity involving competition with another team. (JX, NCAA Bylaws 17.02.2.

17.02.4.) None of the practices Mr. Carsello participated in during the 2021-22 season involved another team, and he did not play in a single game during the 2021-22 season. (Fact Stipulations ¶ 33; PX1, Carsello Decl. ¶ 16; Carsello H'rg Testimony.) By the substance of the NCAA Bylaws themselves, then, practicing alone did not exhaust a year of his eligibility.

The question then becomes whether Mr. Carsello was unable to participate in the 2021-22 season even though he practiced after his high ankle sprains. The record establishes that Mr. Carsello's was prevented from participating in the 2021-22 season because of his high ankle sprains. Mr. Carsello suffered his first high ankle sprain to his left ankle during an October 7, 2021 practice. (Fact Stipulations ¶ 17; JX2, Waiver Packet at 35, 47; PX1, Carsello Decl. ¶ 17; Carsello H'rg Testimony; PX3, Dr. Mjaanes Decl. ¶ 7; Dr. Mjaanes Hr'g Testimony; PX4, Mucovich Decl. ¶ 6.) He was sidelined from practice immediately and for several days thereafter. (Fact Stipulations ¶¶ 18–19; PX1, Carsello Decl. ¶¶ 17–18; Carsello Hr'g Testimony; PX3, Dr. Mjaanes Decl. ¶ 7; PX4, Mucovich Decl. ¶¶ 8–10.) Though he remained too injured to play in games, Mr. Carsello wanted to return to practice. He did not want his new teammates to believe he was weak and wanted to help his team because injuries to the offensive line made it difficult to practice. (PX1, Carsello Decl. ¶ 18; Carsello H'rg Testimony). Also, he was particularly needed because he was a center and the team needed someone who could snap the football. (PX1, Carsello Decl. ¶ 19; Carsello H'rg Testimony; PX5, Anderson Decl. ¶¶ 8, 12; JX4, Anderson Dep. Tr. 35:25–37:8.)

Given this, Mr. Carsello told the training staff that he was feeling better than he actually was and was eventually allowed to return to practice wearing a large, cumbersome brace on his left ankle. (Fact Stipulations ¶ 25; JX2, Waiver Packet at 38; PX1, Carsello Decl. ¶¶ 18–19; Carsello Hr'g Testimony; PX4, Mucovich Decl. ¶ 15.) Even though Mr. Carsello returned to practice his activity was limited. As he testified, he was severely limited by his ankle brace and

only did basic drills that were nothing like the intensity of playing in a game. (PX1, Carsello Decl. ¶ 19; Carsello H'rg Testimony.)

Further, the testimony of Coach Anderson, Mr. Carsello's offensive line coach carried great weight. Coach Anderson was once a stellar center for the University of Michigan, has been coaching for more than a decade, and recruited Mr. Carsello and as such knew his football capabilities well. (JX4, Anderson Dep. Tr. 31:22–32:20; PX5, Anderson Decl. ¶¶ 2, 4, 7, 11.) Coach Anderson made clear that Mr. Carsello returned to only very limited participation in practice, joining drills with very minimal contact. (JX4, Anderson Dep. Tr. at 27:22–29:17; 30:18–31:20; PX5, Anderson Dec. ¶ 11.) He testified that he told defensive players and their coaches to be particularly careful with Mr. Carsello during practice given his injury. (JX4, Anderson Dep. Tr. at 39:11–22.) Coach Anderson also confirmed, in detail, that Northwestern's offensive line had numerous injuries that season that left a great need for Mr. Carsello to return to practice, even if not fully healthy, so that the team could consistently have a center to snap the football. (PX5, Anderson Decl. ¶¶ 8, 12.) When asked by the NCAA's counsel during his deposition, Coach Anderson made it clear that Mr. Carsello was not healthy enough to play in intercollegiate competition during the 2021-22 season after his first high ankle sprain, stating:

Mr. Askew. You would agree with me that if push came to shove you would have played Jackson during the 2021 season if his number was called. Right?

Coach Anderson: Prior to the injury, if push came to shove, yes. If - - post injury, I don't know if he would have been able to do that. Like I – it was my opinion that he wasn't going to be healthy enough to play in a Big 10 game and snap the ball and be functioning. . . .If he'd never had gotten hurt he probably was going to be a guy that was going to be in the mix. . . .But post injury, no. He was not going to go in the game because I - - it wasn't necessarily because he didn't know what to do. It was because he physically was not going to be able to hold up because of the ankle.

(JX4, Anderson Deposition Tr. at 37:9–19, 38:16–18, 22–39:1.)

So, the court has taken into consideration the totality of the evidence considered by the NCAA, including the statements of Mr. Carsello, the Northwestern University Medical staff, the Northwestern University training staff and the statements attributed to Mr. Carsello’s offensive line coach, Coach Anderson, review whether under the Five-Year Waiver Rule (then in existence) which stated that Mr. Carsello was entitled to a waiver upon an “objective evidence” that he “was deprived of the opportunity to participate in intercollegiate competition in one other season due to circumstances beyond the control of the student-athlete or institution[.]” (JX1, 2025-26, NCAA Bylaws 12.6.1.7(a); Fact Stipulations ¶ 14).

After reviewing said evidence, and with this Court having given due deference to the NCAA’s power to make findings of fact on the matter, this court is left with the abiding conclusion that the NCAA’s factual findings which form the basis of its denial of the Five-Year Waiver Rule to Mr. Carsello’s circumstances, is clearly erroneous.

Indeed, there are no circumstances which were before the NCAA at the time it made its decision that did not demonstrate that Mr. Carsello was “was deprived of the opportunity to participate in intercollegiate competition in one other season due to circumstances beyond” his control. (JX1, 2025-26, NCAA Bylaws 12.6.1.7(a); Fact Stipulations ¶ 14).

His doctor and training staff said he couldn’t participate in intercollegiate competition, his coach said it and he detailed it.

There is no evidence Mr. Carsello was malingering in 2021, none that he imposed high ankle sprains on himself in order to evade NCAA rules. (JX1, 2025-26, NCAA Bylaws 12.6.1.7.1.1(a).) Mr. Carsello could not have played in games after his first high ankle sprain because he was too damaged and unhealthy. The uncontradicted evidence disclosed that putting

him in a game, given his injury, would have violated the purpose of the NCAA as detailed in its Constitution, guaranteeing the safety and health of a student-athlete. (JX1, 2025-26, NCAA Manual, Constitution, Preamble.)

This Court admires and respects the NCAA. However, the NCAA's decision as to Mr. Carsello was simply wrong given the facts presented in the record.

Accordingly, this Court finds that it is not only a fair question that Mr. Carsello will prevail on his breach of contract claim, it is likely.

V. Mr. Carsello's Motion for Leave is denied.

Mr. Carsello's Motion or Leave is denied as unnecessary because the Court considered the Anderson Testimony and additional briefing would not be informative to the Court.

* * *

THEREFORE, IT IS HEREBY ORDERED:

1. Plaintiff's Motion for Preliminary Injunction is **GRANTED** and effective as of 9:20 am June 22, 2026, Jackson Carsello should be deemed eligible to compete in intercollegiate football during the 2026-2027 season.
2. Plaintiff's Motion for Leave to File Supplemental Brief in Support of Motion for Preliminary Injunction is **DENIED**.
3. Per the parties' agreement, the NCAA has 60 days from the date of entry of this Order to answer or otherwise plead in response to the Complaint.
4. This matter is continued to September 2, 2026 at 9:30 a.m. for further proceedings.
5. The parties may participate in person or by Zoom, as they prefer.
6. This order is entered this 1st day of July, 2026, *nunc pro tunc* to June 22, 2026 at 9:20 a.m.

ENTERED:

Neil H. Cohen #2021
Judge Neil H. Cohen, #2021