

1. That the Plaintiff is a Division I football college student-athlete who was enrolled and participated with the Western Kentucky University (“WKU”) football team in the spring semester of 2022;
2. That on April 2, 2026, the Plaintiff’s mother suddenly and unexpectedly passed away in Thousand Oaks, California;
3. That on April 3, 2026, with the knowledge of his coaching staff, the Plaintiff went home to be with his family and make burial arrangements for his mother;
4. That on April 12, 2026, the Plaintiff returned to the WKU campus where he met with his professors and coaches regarding his unanticipated family situation. Academically, he was allowed to complete the semester online. Spring football was already complete;
5. That on April 17, 2026, the Plaintiff returned home to be with his family and finalize arrangements for his mother whose funeral was not held until May 9;
6. That on May 1, 2026, the Plaintiff spoke with his football assistant strength coach at WKU and was advised the football staff was not expecting him to return until June, even though the team was reporting back on May 25;
7. That the Plaintiff never stated that he did not intend to return to the WKU football team in June;
8. That academically, the Plaintiff completed the spring semester with a 3.33 GPA;
9. That the Plaintiff did not receive any further communication from the WKU football staff until May 25, 2026;
10. That on that date, his position coach called and texted, asking where he was;
11. That the Plaintiff replied, explaining that he was not expected back on campus until June, pursuant to his May 1 conversation with the WKU assistant strength coach;

12. That on May 26, 2026, the Chief of Staff of the WKU football team called the Plaintiff and asked when he wanted to return to campus, to which the Plaintiff replied, June 14, so he could attend his brother's graduation and sister's promotion ceremonies.

13. That on that day during that conversation, the Plaintiff advised the Chief of Staff that he would return sooner to campus if he was needed to be back with the team earlier than June, as previously stated;

14. That on the following day, May 27, 2026, the WKU Chief of Staff called the Plaintiff and advised that his athletic scholarship would not be renewed, that the program was moving in another direction;

15. That the NCAA Division I Transfer Portal window closed on January 16, 2026, months before the Plaintiff's mother passed away;

16. That the Plaintiff has only one (1) season of collegiate football eligibility remaining;

17. That it was not until June 2, 2026, that WKU formally notified the Plaintiff that his athletic scholarship would not be renewed for 2026-2027 academic year;

18. That the formal notification from WKU did not advise the Plaintiff that WKU would report to the NCAA that the non-renewal was based on "failure to report," rather than "the program was moving in a different direction;"

19. That at no time did WKU advise the Plaintiff that his non-renewal of scholarship was based upon his failure to report or a violation of team rules;

20. That in discussions with the Plaintiff and the Plaintiff's agent, WKU football officials never stated nor implied that the non-renewal of the Plaintiff's scholarship was based upon misconduct, disciplinary issues, or intentional refusal by the Plaintiff to report back to school;

21. That WKU told the Plaintiff's agent that the Plaintiff was a good kid, and it had no ill-will towards him;

22. That on June 17, 2026, the Plaintiff, with the assistance of the WKU Compliance Office, filed for Relief through Defendant NCAA's Legislative Relief Waiver process based upon his extraordinary circumstances, seeking a Waiver to allow him to enter the transfer portal beyond the closing of the transfer window;

23. That the Plaintiff submitted a six (6) page statement of explanation to support his request or relief. (Ex. I);

24. That on June 29, 2026, Defendant NCAA denied the Plaintiff's request for a Waiver, stating: "Circumstances do not warrant relief of the legislation." (Ex. G);

25. That upon receipt of Defendant NCAA's Waiver denial, the Plaintiff timely appealed through the Defendant's approved review procedure;

26. That on July 8, 2026, Defendant NCAA denied the Plaintiff's appeal, stating again: "Circumstances do not warrant relief of the legislation." (Ex. J);

27. That during this process, the Middle Tennessee State University ("MTSU") football program expressed interest in the Plaintiff to join its 2026 football team, if he is cleared by Defendant NCAA to enter the transfer portal and join their program;

28. That the opportunity discussed with MTSU includes a scholarship and an additional sum of approximately \$40,000.00. (Ex. D, Declaration of Jefferson, ¶¶ 5 and 13);

29. That the opportunity to enroll at and join the MTSU fall football team for the 2026-2027 season expires on August 21, 2026. (Ex. M);

30. That WKU is a member of the Defendant NCAA;

31. That MTSU is a member of Defendant NCAA;

32. That Defendant NCAA's Bylaw 13.1 "Notification of Transfer Outside Transfer Windows" (updated May 17, 2024), provides student-athletes the opportunity to enter the transfer portal as follows:

The committee confirmed staff may only consider relief when the following exists:

- (1) Contemporaneous, objective documentation demonstrating the student-athlete needs to be entered into the NCAA Transfer Portal *because of an exigent event outside the student-athlete's control unrelated to athletics opportunities* or participation at their current institution that demands the student-athlete's immediate departure from the institution (e.g., physical or sexual assault); and
- (2) The exigent event occurred *after* the student-athlete's most recent opportunity to be entered into the NCAA Transfer Portal (e.g., transfer window) concluded.

Pursuant to the committee's policies and procedures, legislative relief waivers of the notification of transfer window legislation will not be considered urgent requests.

The committee noted a student-athlete can permissibly discuss and obtain information on the transfer and admissions processes of other institutions without being entered in the NCAA Transfer Portal (e.g., speak to an admissions officer) provided the communications do not involve institutional athletics staff or boosters;

(Plt's Ex. O, pg. 8 (emphasis added)).

33. That Defendant NCAA's Bylaws, particularly 12.6.1.7.1.1, on the issue of eligibility, defines "Circumstances Beyond Control" to include:

- (b) The student-athlete is unable to participate in intercollegiate athletics as a result of a life-threatening or incapacitating injury or illness suffered by a member of the student-athlete's immediate family, which clearly is supported by contemporaneous medical documentation;
- (e) Extreme financial difficulties as a result of a specific event (e.g. layoff, *death in the family*) experienced by the student-athlete or by an individual upon whom the student-athlete is legally dependent, which prohibit the student-athlete from participating in intercollegiate athletics.

(Plt's Ex. B, pg. 48 (emphasis added)); and

34. That Defendant NCAA's Manual defines "Extenuating Circumstances" in Bylaw

12.6.6.2:

(a) The student-athlete failed to complete the entire season of competition at the institution as a result of a life-threatening injury or illness suffered by a member of the student-athlete's immediate family, that clearly is supported by contemporaneous medical documentation;

(b) The student-athlete failed to complete the entire season of competition at the institution as a result of extreme financial difficulties as a result of a specific event (e.g., layoff, *death in family*) experienced by the student-athlete or an individual upon whom the student-athlete is legally dependent and prohibited the student-athlete from participating in intercollegiate athletics. These circumstances must be clearly supported by objective documentation (e.g., decree of bankruptcy, proof of termination) and must be beyond the control of the student-athlete or the individual upon whom the student-athlete is legally dependent.

(Plt's Ex. B, pg. 56 (emphasis added)).

The Court takes into account these undisputed facts in the Record in its analysis of the Plaintiff's application for relief.

The notation "e.g." used by Defendant NCAA is a Latin phrase, *exempli gratia*, which means "for example." This notation is often used to introduce one (1) or more specific items that may illustrate a general point.

Defendant NCAA argues that the examples in Transfer Bylaw 13.1(1) of physical or sexual assault would justify the student-athlete's transfer or "immediate departure from the institution" for "safety or protection" measures. The Bylaw, by using "examples for a general point," does not limit its Waivers to those two (2) violent offenses, nor does it even mention "safety and protection."

The Defendant, throughout its Bylaws, offers various "*examples*" of events beyond the student-athlete's control, but by no means is there the clear intent to make those conclusive. In its Committees Legislative Relief Waivers Policies and Procedures Manual, Defendant NCAA

recognizes urgency under exigent circumstances, circumstances beyond the student-athlete's control, or extenuating circumstances, including in its "Review Guidelines":

4. **Urgent Requests and Phone Waivers.** For urgent requests involving unforeseen circumstances impacting a prospective or current student-athlete's health and safety (e.g., *death*, severe injury or illness, *catastrophic events*), the staff has authority to provide relief of the legislation through the phone waiver process. In such circumstances, an institution will be required to submit a formal waiver submission via RSRO to the staff within 10 business days of receiving the waiver decision.

(Plt's Ex. A, pg. 6. (emphasis added)).

Defendant NCAA identifies and recognizes death of a family member as an unexpected, unforeseen, and extenuating circumstance for which a student-athlete may be eligible for a waiver under its Bylaws.

Defendant NCAA's Legislative Relief Waivers Policies and Procedures instructs its decision-makers on waiver issues to:

9. In reaching a decision, the cabinet/(sub)committee may consider *the purpose and intent* of any involved NCAA legislation, *the well-being of involved student-athletes*, possible competitive or recruiting advantages, case precedent, and other factors it considers relevant.

(Plt's Ex. A, pg. 5 (emphasis added)).

It is undisputed that the Plaintiff did not enter the football transfer portal during the designated time frame. He asserts that (1) Defendant NCAA's Legislative Relief Waivers Policies and Procedures discussed above, provide him with an avenue to transfer outside the window of opportunity, due to the unexpected death of his mother as a triggering event; (2) that he complied with the requirements and qualifies for relief; and (3) that Defendant NCAA arbitrarily denied his relief.

Previous lawsuits involving Defendant NCAA have challenged eligibility rules for student athletes. Not this one. Here, the Plaintiff alleges Defendant NCAA arbitrarily denied his

Legislative Relief Waiver regarding the transfer portal even though he was eligible pursuant to its guidelines.

The Plaintiff seeks a Temporary Injunction restraining Defendant NCAA from enforcing its denial of the Plaintiff's Relief Waiver and from treating the Plaintiff as ineligible to enter the transfer portal for the 2026 football season at MTSU, from enjoining the Defendant from applying and enforcing its Rule of Restitution Bylaw against him and/or MTSU, and enjoining the Defendant from enforcing or threatening to enforce any "Ghost Transfer" penalties against him and/or MTSU.

A Trial Court's decision to grant a Plaintiff's request for a Temporary Injunction is discretionary. *Moore v. Lee*, 644 S.W.3d 59, 62 (Tenn. 2022), citing *Fisher v. Hargett*, 604 S.W.3d 381, 395 (Tenn. 2020).

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.

Moore at 63, citing Tenn. R. Civ. P. 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 the plaintiff will succeed on the merits; and (4) the public interest."

Moore at 63, citing *Fisher* at 394; *Black v. Strada*, 721 S.W.3d 223 (2025).

In this case, the Plaintiff is seeking a mandatory injunction to alter the status quo of the parties and order that Defendant NCAA take an affirmative action. Such an injunction is "extraordinary in nature and should be granted only in exceptional circumstances." *Moore* at 63, citing *Fisher* at 394-395.

As stated by the Tennessee Supreme Court Opinion of *Mabry v. Ross*, 48 Tenn. 769, 774 (1870), and cited by the Court as recently as 2022:

“[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.

Moore at 63-64.

The first factor for the Court to consider in its analysis is whether the Plaintiff faces a threat of irreparable harm if the injunction is not granted. *Black* at 227. The Plaintiff bears the burden of clearly demonstrating the threat of immediate and irreparable harm through his Verified Complaint, Affidavits, or other evidence. Rule 65.04, *Tenn. R. Civ. P.* Here, the Court finds the Plaintiff has satisfied that burden.

The Plaintiff has only one (1) year of eligibility remaining as a student-athlete pursuant to Defendant NCAA’s rules. The Record demonstrates that he has the opportunity to participate as a college-athlete at MTSU, but for the decision of Defendant NCAA prohibiting his entry into the transfer portal. MTSU has discussed with the Plaintiff’s representative an opportunity, for which the window is closing on August 21, to participate with its football program for the 2026-2027 season.

Without an Injunction, the Plaintiff’s last opportunity to be a college-athlete will be lost forever. His request is immediate, and the harm is irreparable.

The Defendant filed no countervailing Affidavits or Declarations and offered no proof to the contrary.

Courts across the country have consistently held that the denial of a student-athlete’s ability to play sports constitutes irreparable harm. *Pavia v. NCAA*, 760 F. Supp. 3d 527, 543 (2024, appeal dismissed as moot, 154 F.4th 407 (6th Cir. 2025)).

This Court has no trouble concluding, as many other courts have, that the denial of the ability to play sports is irreparable harm. *See* *544 *Ohio*, 706 F. Supp. 3d at 597 (“Courts have repeatedly found that ‘[c]ollege students suffer irreparable harm when they are denied the opportunity to play sports.’”) (collecting cases). In addition, although the value of missed NIL opportunities could potentially be quantified, the lost opportunity to play NCAA Division I football for four seasons results in loss opportunity for exposure and building his “personal brand.”

Id. at 543-544.

A price cannot be placed on the opportunity to play Division I college football. While the student-athlete’s NIL compensation may, in some circumstances, be quantified, the ability to compete on the highest collegiate level provides exposure through all sources of media providing the student-athlete recurring opportunities to increase his brand value. Yet, all of this is lost if he is disqualified from participation by not being allowed to transfer.

Defendant NCAA’s Rules and Regulations limit the term of a student-athlete’s participation in collegiate athletics, and even with new rules of eligibility, once the period of eligibility expires, it is “game over” for the college experience. Just as in high school athletics, the time for competing on the collegiate level is fleeting.

Due to the timing of this case, this matter is not likely to be resolved on the merits before the fall 2026 football season.

Based upon this Record, the Plaintiff has clearly shown that he will suffer immediate and irreparable harm before this case can be resolved on the merits. The Plaintiff has satisfied the first factor which favors granting the Temporary Injunction.

The second factor is the balance between this harm to the Plaintiff and the injury that granting the injunction would inflict upon Defendant NCAA. Again, in these types of cases, courts have consistently resolved this balance of equities in favor of the student-athlete. The Plaintiff submits a narrow, specifically tailored, injunctive relief request to this Court based upon his

particularized circumstances, to allow him to transfer only for the 2026 season, due to the exigent event of his mother's unexpected death. He has but one (1) year of eligibility remaining, and his window of opportunity for even that is now quickly closing.

Defendant NCAA's position that "[T]he rules sought to be enjoined impact the opportunities to over 180,000 DI student-athletes" appears to this Court to be exaggerated. (Def.'s Response in Opposition to Motion for Temporary Injunction, pg. 27). The probability of the facts presented in this case repeating are minimal. The granting of this Injunction does not place the Plaintiff on a team roster, nor does it remove another player from the roster. It just provides him with the opportunity to compete for a position in his last year of eligibility. The Court finds granting this Injunction against Defendant NCAA will not result in substantial harm to it or others. The Plaintiff has satisfied the second factor.

The Court finds the balance between the threat of irreparable harm to the Plaintiff and the injury if the Injunction is not granted and the harm or injury to be inflicted upon Defendant NCAA if the injunction is granted favors granting a Temporary Injunction for the Plaintiff.

The third factor is the probability that the Plaintiff will succeed on the merits. The Defendant argues that this Court lacks jurisdiction, and, if the Court disagrees finding that jurisdiction does exist, then this Court lacks authority to review decisions made by voluntary associations. Further, the Defendant denies that the Plaintiff is a third-party beneficiary. As such, it asserts the Plaintiff is not likely to succeed on the merits.

There is no dispute that Defendant NCAA is a billion-dollar nationwide enterprise with college university membership numbering over 1,100. (*Nat'l Collegiate Athletic Ass'n v. Alston*, 594 U.S. 69, 79 (2021). Both WKU and MTSU are Division I teams which generally are comprised of the most talented student athletes and generate the most significant income. *Id.* The

most popular Division I sports are football and basketball. *Id.* Defendant NCAA has twenty-five (25) member schools located within the state of Tennessee.¹

It is undisputed that the NCAA member schools must participate in the Bylaws established by Defendant NCAA, particularly including the ones at issue in this case. The Plaintiff asserts that Defendant NCAA has violated the covenants of good faith and fair dealing and reached an arbitrary decision in its failure to follow its Bylaws consistently, and in consideration of the Plaintiff's request for a Waiver and the subsequent appeal.

Personal jurisdiction is the burden of the Plaintiff which must be demonstrated only by a preponderance of the evidence. *Gordon v. Greenview Hosp., Inc.*, 300 S.W.3d 635, 643 (2009). "This burden is ordinarily not a heavy one." *Id.*

Tennessee's long-arm statute states:

Persons 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) (2009); *Gordon* at 645.

Questions involving whether a nonresident's contacts with the forum state are sufficient to warrant the exercise of general jurisdiction are extremely fact dependent. (citations omitted). Determining whether it is appropriate to exercise general jurisdiction entails a careful, non-mechanical evaluation of the facts with particular focus on the nonresident defendant's contacts with the forum state.

Gordon at 648.

Applying the Due Process Clause of the Fourteenth Amendment, in *Gordon*, the Court noted "[w]hen 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.'" *Id.* at 646. "Well-settled law establishes that "personal

¹ <https://www.ncaa.org/division-i/member-schools>; <https://www.ncaa.org/division-ii/member-schools/>; <https://www.ncaa.org/division-iii/memberschools/>.

jurisdiction could be exercised over a nonresident defendant only if the defendant has ‘certain minimum contacts with [the forum state] such that the maintenance of the suit does not offend ‘traditional notions of fair play and substantial justice.’ ’ ” *Gordon* at 646, citing *Int’l Shoe Co. v. Washington* 326 U.S. 310, 316 66 S.Ct. 154 90 L.Ed. 95 (1945). This requires “a two-part test” to evaluate whether minimum contacts are present and to determine if the exercise of jurisdiction is fair. *Id.* at 647, citing *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 476, 105 S.Ct. 2174, 85 L.Ed.2d 528 (1985). The Defendant’s contacts with the Plaintiff’s chosen forum state must be such that the Court may 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).

Where the Plaintiff meets his initial burden, then the Defendant has the burden of demonstrating that the exercise of specific jurisdiction would be unfair. *Burger King. Corp.* at 477.

While the Plaintiff is not currently enrolled in a Tennessee college or university, his cause of action “relates to” the actions of Defendant NCAA in Tennessee. Defendant NCAA, through its decisions and Bylaws, prohibits the Plaintiff from playing his final year of eligibility at MTSU and from receiving a scholarship plus a monetary compensation for participation of approximately \$40,000.00. His eligibility, or lack thereof, is based upon Defendant NCAA’s decision and is controlled by its Rules and Regulations which also allow it to punish MTSU if the Plaintiff participates as a student-athlete at this Tennessee university without the relief he is requesting from the Court.

In evaluating the nonresident defendant’s minimum contacts, the Court must evaluate if those contacts “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). Further, those contacts must be “substantial enough to give rise to jurisdiction.” *Id.*

The Court finds that Defendant NCAA intentionally, purposefully, and deliberately conducts activities within Tennessee and is engaged in activities in Tennessee. *Crouch Ry. Consulting* at 477-78. Defendant NCAA regulates colleges, universities, and student-athletes and enforces its Bylaws as to them in Tennessee, including the one (1) at issue. Defendant NCAA regulates and directs its Tennessee member colleges and universities in exercising authority over the student-athletes in Tennessee member institutions. Thus, Defendant NCAA has sufficient minimum contacts in Tennessee. This Defendant certainly cannot be surprised to be in court in this state. The Defendant has not shown that the exercise of jurisdiction in this case is unfair.

The Court does not accept the Defendant’s reliance upon *Tennessee Secondary Sch. Athletics Ass’n v. Cox*, 425 S.W.2d 597 (Tenn. 1968) as persuasive. “It is well-established the courts will not interfere in the internal affairs of voluntary associations, except in such cases as fraud, lack of jurisdiction, or the *invasion of property rights or interests*.” *Cox* at 601 (emphasis added). While *Cox* does prohibit Tennessee Courts from hearing challenges relating to a voluntary association’s bylaws, it carved out exceptions, particularly when individual “property rights or interests” are involved. *Cox* was not intended, when opined, to address the current status of Defendant NCAA member organizations and student-athletes who receive wide ranging amounts of compensation for participation and play, well above and beyond a scholarship.

By enacting Tenn. Code Ann. § 47-25-1101, *et seq.*, Tennessee has recognized a property right in an individual’s name, image, and likeness (NIL). Student-athletes participating through Defendant NCAA member institutions qualify as such individuals and have the ability to involve themselves commercially and earn compensation for their name, image, and likeness.

At this stage, the Court recognizes the Plaintiff's property interest in his name, image and likeness as a property right by Tennessee statute, with a current opportunity value of \$40,000.00 as his protected property interest. As such, this case qualifies as a noted exception to *Cox*.

The United States Supreme Court has recognized Defendant NCAA exercises monopsony control of the labor market for the most talented collegiate players. *Nat'l Collegiate Athletic Ass'n*, 594 U.S. at 86. This Plaintiff is included in that market.

The Court finds, under these particularized facts, jurisdiction exists.

The Court further finds the Plaintiff is an intended third-party beneficiary to Defendant NCAA's Bylaws, Rules, and Regulations. The provision at issue in this case regulates a student-athlete's terms of eligibility, ability to transfer between member institutions, and NIL opportunities. The Defendant's Bylaws at play in this matter establish rights, rules, exceptions to the rules, the process to seek relief upon exigent circumstances, as well as an appellate procedure. The student-athlete participating at an NCAA member institution has no options if he has the desire to compete at the Collegiate Division I level but to comply and be regulated by the procedures demanded by Defendant NCAA Bylaws. By the nature of Defendant NCAA, student-athletes are indeed among its intended beneficiaries.

In order to maintain a cause of action as an intended third-party beneficiary, it must be shown that "(1) a valid contract made upon sufficient consideration between the principal and parties and (2) the clear intent to have the contract operate for the benefit of a third-party." *Owner-Operator Indep. Drivers Ass'n Inc. v. Concord EFS Inc.*, 59 S.W.3d 63, 68 (Tenn. 2001).

Defendant NCAA's Bylaw 13.1 is written for the purpose of the student-athlete who needs relief from the other Bylaws due to "an exigent event outside the student-athlete's control." (Plt's Ex. O, pg. 8). Defendant NCAA's Bylaw 12.6.1.7.1.1 addresses the student-athlete seeking relief

on the issue of eligibility as a result of an unexpected event “beyond control” of the student-athlete. Bylaw 12.6.6.2 also addresses relief available to the student-athlete as a result of “extenuating circumstances” which sets as an example a death in the student-athlete’s family. The mere existence of these Bylaws demonstrate that they intend for the student-athletes to be beneficiaries of their contract.

The Plaintiff has demonstrated to the satisfaction of the Court at this point in the proceedings his compliance with Bylaw 13.1 in that he provided “contemporaneous, objective documentation” of “an exigent event outside” the Plaintiff’s “control unrelated to athletics” (e.g., his mother’s untimely and unexpected death); and the “exigent event,” his mother’s death on April 2, 2026, “occurred after” the transfer portal for the Plaintiff closed. These undisputed facts are taken into consideration in analyzing the probability that the Plaintiff will succeed on the merits.

Additional pertinent facts to this analysis in this Record include that it is undisputed that the Plaintiff was advised by the WKU football staff, on May 1, 2026, that he was not expected to return to campus until June, leaving reasonable doubt to Defendant NCAA’s position that he violated team rules or failed to appear as directed.

The Defendant offered no proof, by Declaration or otherwise, that disputes that the Plaintiff met the guidelines set forth in the Bylaw for requested relief. Rather, the Record demonstrates that WKU’s concern about his June return date as expressed to Plaintiff’s agent was that the Plaintiff would only have two (2) weeks before the 4th of July break. It was never mentioned that the Plaintiff had “any misconduct, discipline issue, or intentional refusal by Plaintiff to report.” (Plt’s Verified Complaint, ¶37). The Plaintiff’s request for relief was denied by Defendant NCAA

without explanation, twice, with the same seven (7) word statement: “Circumstances do not warrant relief of the legislation.”

Based upon this Record, and the undisputed facts, the Court finds that the Plaintiff’s probability of success on the merits favors the granting of a Temporary Injunction.

The final factor is public interest. Based upon the facts in this Record, the Court finds that the public interest is served by the issuance of the Temporary Injunction. The Court is not persuaded by Defendant NCAA’s argument that granting this relief “breeds uncertainty and a flood of lawsuits from similarly situated plaintiffs seeking their own opportunity to return to college sports despite being ineligible to do so, which is damaging to the public’s interest in collegiate sports.” (Def’s Response at 28). The relief sought by the Plaintiff is narrowly tailored to his specific circumstances, the unexpected death of a close family member coupled with the unanticipated, undisclosed, and unexplained decision by WKU to state that the non-renewal of his scholarship was for a reason that would deny him eligibility to transfer. This Record is replete with grounds for relief to be afforded to Plaintiff and without a scintilla of evidence why it was not. Public policy is grounded in fairness and demands that the opportunity for this young student-athlete not be lost pending a final adjudication of this case on the merits. This Ruling applies only to this Plaintiff.

Further, Tennessee recognized with the passage by the General Assembly of Tenn. Code Ann. § 47-25-1101, *et seq.*, that the public has an interest in protecting an individual’s property right of his name, image, and likeness in the state of Tennessee. This statute demonstrates the public’s interest in student-athlete’s NIL opportunities.

The Court finds the Plaintiff has satisfied this factor, and the consideration of the public interest favors issuance of the requested Temporary Injunction.

As a component of the Plaintiff's request, and in order to effectuate the intent of the Court, Defendant NCAA Bylaw 12.9.4.2, known as the "Rule of Restitution," or any Bylaw that concerns the Rule of Restitution must be addressed. This Bylaw imposes sanctions on student-athletes and the Defendant's member institutions if the student-athlete participates in competition relying upon an Order of the Court that may later be modified or reversed. The obvious intent of this sanctioning declaration by Defendant NCAA is to have a chilling effect on the student-athlete's right to seek legal redress, and that if successful, the student-athlete's ability to participate athletically with another member institution until the Court decision is rendered final. It is no secret that the legal lifespan of a cause of action such as the Plaintiff's is lengthy, and most likely will not be complete within a year of filing, perhaps not even two (2). Such a delay in the enforcement of a Court Order effectually invalidates its effect in these circumstances. In essence, under these rules of Defendant NCAA, the student-athlete and any member institution which acknowledges, accepts, and follows the Court's Order regarding eligibility to transfer is subject to punishment for doing so.

The law favors meaningful access to courts, and it appears against public policy for organizations or associations to institute internal measures that discourage parties from seeking redress with the Court or, more importantly, from complying with Judicial Orders.

This analysis is also applicable to Defendant NCAA's "Ghost Transfer" policy. This policy also seeks to punish the student-athlete and the member institution for complying with a valid Court Order.

The Court finds it is appropriate, under the facts of this case, to ENJOIN Defendant NCAA from enforcing its "Rule of Restitution" and its "Ghost Transfer Rule" against the Plaintiff and MTSU.

A temporary injunction may be granted if the evidence clearly shows "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 act or that the acts or omissions of the adverse party will tend to render such final judgment ineffectual.”

Black at 226-227.

The Court finds the Plaintiff has submitted sufficient evidence in this Record for the granting of the Temporary Injunction requested.

THEREFORE, the findings of fact and conclusions of law of the Court as set forth in this Opinion shall become the Order of this Court. Specifically, the Court ORDERS:

1. That the Defendant, NCAA, is hereby temporarily ENJOINED from enforcing its denial of the Plaintiff’s Legislative Relief Waiver and from treating him as ineligible to enter the transfer portal, enroll, practice, and compete at MTSU during the 2026 football season, and is hereby ORDERED to immediately and with haste permit the Plaintiff’s entrance into the transfer portal, and to certify the Plaintiff as eligible for intercollegiate athletic competition within twenty-four (24) hours of entry of this Order;

2. That the Defendant is ENJOINED from enforcing its “Rule of Restitution,” NCAA Bylaw 12.9.4.2, or any other such “Rule,” against the Plaintiff, MTSU, or any institution that competes against his team during the 2026-2027 season;

3. That the Defendant is ENJOINED from enforcing any “Ghost Transfer Rule” penalty against the Plaintiff, MTSU, or any institution that competes against his team during the 2026-2027 season;

4. That no bond shall be set nor security required prior to the issuance of this Order as the Court finds that the Defendant, NCAA, will not suffer any financial burden in compliance with the award of Injunctive Relief to the Plaintiff; and

5. That all other matters are reserved pending further Orders of the Court.

[JUDGE'S ELECTRONIC SIGNATURE TO BE ATTACHED ON SUBSEQUENT PAGE.]

Case Title: Victory Vaka vs National Collegiate Athletic Association
Case Number: 26CV-1470
Type: JUDGE PREPARED ORDER

It is so ORDERED.



Judge Terry Fann

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing JUDGE PREPARED ORDER
has been delivered to:

Electronic Notification:

DAVID ZEITLIN for National Collegiate Athletic Association
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on 08/19/2026 .

Raechelle Wilson

Deputy Clerk and Master