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STATE OF MISSISSIPPI  
LAFAYETTE COUNTY

IN THE CHANCERY COURT OF LAFAYETTE COUNTY, MISSISSIPPI

2026 FEB 13 AM 8:31

TRINIDAD CHAMBLISS

CHANCERY CLERK

PETITIONER

VS.

BY DC

CAUSE NO. 36CH1:26-CV-00017-W

NATIONAL COLLEGIATE ATHLETIC  
ASSOCIATION

RESPONDENT

**ORDER AND OPINION**

This matter is currently before the court on the Petitioner's First Amended Petition for Preliminary and Permanent Injunctive Relief and Declaratory Judgment. Petitioner [*MEC #4*], and Petitioner's Motion for Preliminary Injunction [*MEC #5*], and the Respondent's Response in Opposition to Petitioner's Motion for Preliminary Injunction [*MEC #12*]. Petitioner, Trinidad Chambliss, seeks an injunction which preliminarily enjoins the Respondent, National Collegiate Athletic Association, from prohibiting the Petitioner from practicing, playing, or otherwise participating on the University of Mississippi intercollegiate football team during the 2026-2027 academic year, until such later time that his Amended Petition above is finally heard on its merits. After due consideration of the witnesses' testimony, exhibits and other proof presented, arguments of counsel, and applicable law, this Court finds as follows:

The Court reserves the right to amend, modify, supplement, or alter its ruling based upon an error in fact or law pursuant to the Rules of Mississippi Civil Procedure.

**The Parties**

Petitioner, Trinidad Chambliss ("Trinidad"), is an adult citizen of the State of Michigan, whose address is 3830 Burton Street S.E., Grand Rapids, Michigan 49546. Since approximately

May 1, 2025, Trinidad has attended the University of Mississippi (“*Ole Miss*”) on an athletic scholarship and has participated as an active member of the Ole Miss football team.

Respondent, National Collegiate Athletic Association (“NCAA”), is an unincorporated, private association of member colleges, universities, and athletic conferences throughout the United States. The NCAA maintains its principal place of business at 700 W. Washington Street, Indianapolis, Indiana 46206-6222.

Trinidad asserts only state law claims in this action. None of his claims are based upon or arise under federal law. Likewise, the citizenship of unincorporated associations like the NCAA is determined by the citizenship of all its member institutions, including, without limitation, institutions such as the University of Michigan, Michigan State University, and Ferris State University, all of which are domiciled in Trinidad’s home state of Michigan. *See Staggs v. NCAA*, 2018 WL 4092104, \*1 (S.D. Cal. Aug. 28, 2018). In this Court’s view, there is no basis for removal of this action to federal district court based upon federal question or diversity of citizenship grounds.

#### **Jurisdiction and Venue**

This Court has jurisdiction over all matters in equity, including petitions seeking injunctive relief like the one here. *MS Const. Art. 6, § 159; Miss. Code Ann. §9-1-19 (1972); Mississippi High School Activities Association, Inc. v. Hattiesburg High School*, 178 So.3d 1208, 1209 (Miss. 2015) (injunctive relief is within the jurisdiction of chancery courts).

Pursuant to *Miss. Code Ann. § 13-3-57*, this Court has *in personam* jurisdiction over the NCAA because it transacts business within the State of Mississippi, including through the organization of intercollegiate athletic competitions. Trinidad’s cause of action arose from the NCAA’s transaction of business within Mississippi.

Venue is proper in Lafayette County, Mississippi under Miss. Code Ann. § 11-5-1, because the personal property interest which Trinidad seeks to secure, *i.e.*, his eligibility to participate in intercollegiate athletics at the University of Mississippi (sometimes “*Ole Miss*”), is situated in Lafayette County, and also because Trinidad’s cause of action arose in Lafayette County.

### Introduction

This action arises from Trinidad’s claim that the NCAA breached his contractual right, as an intended third-party beneficiary, to have the NCAA act in good faith and with fair dealing in interpreting their own Bylaws and Rules with regard to Trinidad’s request for an eligibility waiver so he can have the opportunity to compete in the upcoming 2026-27 college football season at Ole Miss. It is Trinidad’s position that the NCAA interpreted its Bylaws and rules in an unreasonable and arbitrary way which denies him this opportunity. On the other hand, the NCAA has rejected the request by Ole Miss for an extension of the eligibility waiver on Trinidad’s behalf because it did not fit within the “narrow and defined circumstances” provided by the NCAA’s DI Manual. This Court is disinclined to agree with the NCAA’s argument.

While the NCAA acknowledges that there is a contractual relationship between the NCAA and Ole Miss, as a member institution, and Trinidad Chambliss, as an intended third-party beneficiary thereto. If this relationship is contractual, there are mutual responsibilities owed by all parties, not just the member institutions and the student-athletes. The NCAA owed Trinidad Chambliss the duty to evaluate and decide the eligibility extension waiver filed by Ole Miss fairly, reasonably, and based on the totality of circumstances here. For reasons stated below, the NCAA failed to do that.

Trinidad enrolled at Ferris State in the fall of 2021. He was redshirted there in 2021-22 and 2022-23. Trinidad played quarterback at Ferris State University (“Ferris State”) in the fall 2023

and the fall 2024 football seasons. He transferred to Ole Miss in 2025 and played quarterback for Ole Miss in the fall 2025 football season. Accordingly, Trinidad has only played three seasons of collegiate football. The upcoming 2026-27 football season would be Trinidad's fourth and final season, and it is Trinidad's contention the NCAA, in violation of its own Bylaws and policies, is denying him the opportunity to compete as a student-athlete in fall 2026 for his final, and *only fourth*, college football season.

Trinidad first enrolled at Ferris State in the fall of 2021, but medical and physical incapacity prevented his ability to adequately train and condition and develop athletically. Ferris State redshirted Trinidad in the 2021-2022 academic year. Trinidad's medical issues did not improve and likewise prevented him from competing in any collegiate football contest or game for Ferris State in the fall of 2022. According to Tony Annese, Head Football Coach at Ferris State, and Sara Higley, Senior Athletic Director at Ferris State, Trinidad Chambliss did not even dress out for any games during the 2022 football season. According to Sara Higley, Trinidad was redshirted during both his freshman (2021-22) and sophomore (2022-23) seasons and only competed in two seasons (2023-24 and 2024-25) before transferring to Ole Miss. Because Trinidad did not play in any games during the 2022 season, Ferris State did not file any paperwork with the NCAA for a medical waiver. (*Affidavit of Taylor Hall, pp. 3 and 4, [MEC#16]; Letter of Sara Higley to NCAA AMA Staff, [MEC #5-4]*) Obviously, Trinidad's medical conditions, which rendered him incapable of competing in any game during these years, were beyond his or Ferris State's control.

#### **Trinidad's Pertinent Medical History**

Trinidad Chambliss was born August 24, 2002. He is twenty-three (23) years old. The cascade of medical illnesses which plagued Trinidad began in June 2017, when he was fifteen (15)

years old. They continued throughout his high school and college careers and did not fully resolve until surgical intervention in December 2024.

There is substantial proof that has been provided to the Court today, and which was previously provided to the NCAA by Ole Miss, concerning Trinidad's medical history from 2017 through the end of 2024 – exposure to the Epstein-Barr virus, two different, lengthy bouts of infectious mononucleosis, COVID-19 exposure and consequent chest pain, heart palpitations, shortness of breath, and dizziness, chronic tonsilitis and adenoiditis, chronic sinus congestion, swelling, infection, upper respiratory distress, mouth breathing, shortness of breath, obstructive sleep apnea, with resulting symptoms that included fever, nausea, loss of appetite, muscle weakness, breathing difficulties, sleep deprivation, fatigue hypertrophic tonsils and adenoids - that adversely impacted Trinidad's abilities to train and compete athletically and significantly factored in the decisions by Ferris State to redshirt him during his first two school years there. All of this medical proof is contained in today's record, and the Court is relying on that evidence in making its ruling. This medical evidence is too important for the Court to ignore, but for the sake of brevity and in the interest of judicial economy, all of that medical detail is not being repeated in this Order.

- June 2017 - Trinidad was exposed to the Epstein-Barr virus ("EB virus") and contracted infectious mononucleosis.
- May 4, 2020 - Trinidad suffered a recurring bout of infectious mononucleosis that resulted in severe and debilitating symptoms including fever, nausea, loss of appetite, muscle weakness, breathing difficulties, fatigue, significant swelling of the tissues of his neck, throat, and nasal cavities.
- Tonsils, located on both sides of the back of the throat, serve as a crucial part of the body's immune system, helping to trap pathogens which enter through the mouth and activating the body's immune response. Adenoids, located in the back of the nasal cavity, are also part of the body's immune system and help to trap germs that enter the body through the nose. The diagram included in the Amended Petition (p. 6, ¶20), incorporated herein by reference, fairly and accurately depicts the anatomical positions of the tonsils and adenoids. Notably, these glands are

positioned in the body at locations which present the potential for blockage or obstruction of the throat and nasal cavities, the body's respiratory airways.

- December 31, 2020 – Trinidad tested positive for the COVID-19 virus. His complaints and symptoms were fatigue, nasal congestion, and loss of taste and smell.
- March 8, 2021 - Trinidad presented at a local emergency room with complaints of chest pain, heart palpitation, shortness of breath, and dizziness, and he wore a heart monitor for seven (7) days to isolate whether his symptoms were related to COVID-19 or to some other undiscovered cardiovascular issues. Trinidad was prescribed Montelukast (Singulair).
- Summer 2021 - Trinidad suffered from persistent tonsillitis and adenoiditis even after he enrolled at Ferris State, and he continued to experience recurrent incidents of swelling, inflammation, and infection of his tonsils and adenoids.
- July 26, 2022 – Trinidad was treated for an upper respiratory infection, and his regular physician, Dr. Cheryl Dyksen referred Trinidad to Dr. Anthony Howard, a board-certified otolaryngologist (ENT) regarding the hypertrophy of his tonsils.
- August 21, 2022 - Dr. Howard examined Trinidad immediately before his return to Ferris State for the fall 2022 football season. Medical records reflect a history of recurrent tonsil infections following mononucleosis in December 2020, Trinidad's complaints of upper respiratory distress, sore throat, snoring, and shortness of breath. Dr. Howard wrote: “[t]onsils show 3+ bilaterally and are exophytic,” or substantially enlarged with fleshy protrusions emanating from his tonsil tissue. Dr. Howard diagnosed Trinidad with chronic tonsillitis and adenoiditis and adenotonsillar hypertrophy. At a grade of “3+”, Trinidad's oropharyngeal airway obstruction was on the higher side of the 51% to 75% range. Airway obstructions of this degree, which impair the ability to fully and deeply breathe, are consequential to individuals who seek to engage in intercollegiate-level athletics. Dr. Howard notes that Trinidad's symptoms will likely cause continued nasal congestion, recurrent illnesses, snoring, and sleep apnea. The notes even mention the effect these conditions will have on Trinidad's school. Dr. Howard even recommends surgical intervention which would require a 6 to 8 week recovery and cause Trinidad to miss that much football season. Trinidad opted for Singulair and Flonase for continued conservative medical management.
- December 21, 2022 - Follow-up with Dr. Howard. Tonsils remained enlarged and that Trinidad continued to suffer from chronic tonsillitis and adenoiditis. No infection at that time, and Trinidad generally described his status as doing well and without recent tonsil infections, but, adenotonsillar hypertrophy condition remained. Tonsils ranged from “2-3+”. Airways remained compromised despite no infection.

The NCAA improperly isolated Dr. Howard's December 21, 2022 statement regarding "no infection" as the basis for Trinidad's denial. However, the Court regards the NCAA's reliance here is misplaced. At that time, Dr. Howard was clearly not documenting a medical file for an eligibility waiver but instead wanted to get his patient better.

- 2023 – 2024 - Trinidad consistently took Singulair, or Claritin provided by his mother, and Flonase to battle his symptoms, including recurrent infections. These measures only addressed the recurring symptoms and did not prevent episodes of adenotonsillar swelling and the related respiratory impairment. Trinidad complained about these episodes to Dr. Howard in November of 2024.
- November 20, 2024 – Dr. Howard's medical records reflect a chief complaint of enlarged tonsils, several episodes of pharyngitis over the past year, snoring, and difficulty breathing though his nose. Realizing he had suffered enough, Trinidad opted for surgery at the end of 2024.
- December 30, 2024 - Dr. Howard's operative notes memorialize the adenotonsillectomy procedure performed on Trinidad under general anesthesia. Trinidad's bilateral tonsils and adenoids were surgically removed. Trinidad's tonsils were graded at "3+ bilaterally" and his adenoids at "2+". Dr. Howard further noted that the tonsils were "cryptic" with "tonsil stones." Cryptic tonsils have deep holes, called crypts, that trap food particles, mucus, and bacteria which can, and in Trinidad's case did, harden into stones embedded in the crypts.

In 2022, and until Ole Miss's October 2025 request to the NCAA for the eligibility waiver, Trinidad could not foresee any need to obtain a medical opinion in 2022 relating to his medical and physical incapacity to participate in intercollegiate athletics. Dr. Howard, in his regular practice, treats and records the medical conditions of his patients; he is not in the business of routinely creating records which opine on issues such as the "incapacity" to play college football. Nevertheless, as Trinidad's treating physician, the Court finds Dr. Howard's opinions regarding Trinidad's medical conditions and resulting physical limitations to be highly relevant to Trinidad's physical health and medical condition during the fall 2022 football season, regardless of the date or time period in which his opinions are expressed.

In connection with its request for eligibility waiver, Ole Miss obtained an October 14, 2025 written opinion from Dr. Howard which directly addresses Trinidad's incapacity to participate in the fall 2022 college football season. Sections of Dr. Howard's letter, attached as *Exhibit "I"* to the Amended Petition [*MEC #4-1*], are quoted below, with emphasis added:

The following letter is written by me in my capacity as a board-certified otolaryngologist who has personally treated Trinidad Chambliss since August 2022.

Throughout the 2022 football season and into the 2023 athletic year, he continued to experience recurrent throat infections, poor sleep quality, daytime fatigue, and exercise-related airway discomfort. These symptoms persisted despite appropriate medical therapy, including Singulair and intranasal corticosteroids.

Before surgical intervention, Trinidad experienced frequent episodes of acute tonsillitis marked by sore throat, odynophagia, tonsillar hypertrophy, and infections requiring medical treatment. These episodes led to significant sleep disturbance, decreased daytime energy, and reduced airway comfort with exertion. *Recurrent infections and disrupted sleep are well-recognized factors that impair endurance, conditioning, recovery, and respiratory performance.*

*Given the chronicity and documented impact of his symptoms, it is medically reasonable to conclude that chronic tonsillitis and its related complications limited his ability to participate consistently in high-intensity collegiate athletics during the 2022 season. These health issues affected his availability and performance during conditioning, practice, and game preparation.* (Court's emphasis added.)

Trinidad underwent a tonsillectomy in 2024, after which his symptoms resolved completely. Since surgery, he has had marked improvement in sleep, airway comfort, and overall health ...

*His chronic tonsillitis represents a medically valid basis for hardship consideration as his condition rendered him incapacitated and unable to participate in the 2022 season.* (Court's emphasis added.)

Ole Miss provided Dr. Howard's letter to the NCAA on November 24, 2025, along with letters from Ferris State's Head Football Coach, Tony Annese, and Ferris State's former Assistant AD of Sports Medicine, Brett Knight, both of which attest to Trinidad's incapacity in 2022. Both letters are attached to the Amended Petition as exhibits. [*MEC #4-2 and #4-3, respectively*].

It appears to the Court that the NCAA chose to ignore the statements from Trinidad's treating medical doctor and other witnesses from Ferris State who have personal knowledge of Trinidad's medical and physical condition contemporaneous with the fall 2022 college football season. By ignoring these letters and other supporting medical documentation, the Court is of the opinion that the NCAA erroneously and unfairly determined that Trinidad was medically and physically capable of competing in intercollegiate football in the fall of 2022, despite not dressing out for or playing in a single game that season.

The evidence, including the contemporaneous medical records which Ole Miss provided to the NCAA, is comprehensive, and it is clear that Trinidad Chambliss was not a healthy young man from his senior year of high school through the fall of 2022. He was physically unfit to engage in any meaningful way in the rigors of college football, or to even train and condition himself for game competition. He was burdened with recurrent infections of his tonsil and adenoids, but even when free of infection, Trinidad's adenotonsillar hypertrophy was present and made it difficult for him to fully and sufficiently breathe during high-intensity exertion. Trinidad's sleep was disrupted, and he was constantly in a state of daily physical fatigue.

### **Trinidad's College Football History**

Trinidad signed a national letter of intent with Ferris State in February 2021. The school is in Big Rapids, Michigan, about an hour drive from Trinidad's home in Grand Rapids.

Before reporting to Ferris State that summer, Trinidad attempted to train and condition himself for the football season but found it difficult to do. At Ferris State, Trinidad participated in mostly drill work, footwork, and throwing sessions at team practices. His practices did not involve a lot of sprint or distance running to build stamina and endurance. Trinidad rotated with others as

a scout team quarterback that season. He did not play in any games that fall and was redshirted for the 2021-22 academic year.

Trinidad's aforementioned medical conditions returned in the summer of 2022, and they seriously compromised his training and conditioning workouts for the upcoming season. He was referred to Dr. Howard that summer and rejected Dr. Howard's offer of surgery in early August 2022. Trinidad reasoned that the suggested surgery was too close to the start of the fall 2022 season. Trinidad opted to continue his conservative treatments for fear that the six (6) to eight (8) weeks required for recovery from surgery would jeopardize his ability to remain on the team and further develop as a quarterback. Trinidad's level of participation in the fall of 2022 was similar to that of the season before. He was an occasional scout team quarterback during practices, but school officials confirmed that Trinidad did not dress out for or play in any games during the 2022 football season. Sara Higley, Senior Associate Athletic Director at Ferris, confirmed to the NCAA that Trinidad was also redshirted during the 2022-23 school year. [MEC #5-4]

Trinidad first played in a football contest for Ferris State against outside competition in the fall of 2023. Trinidad was third on the depth chart and did not get significant playing time. He played in approximately five (5) games that season, and mostly in a "mop up" role after the scoreboard was sufficiently lopsided in Ferris State's favor.

Trinidad was named the starting quarterback at Ferris State in the fall of 2024 and played consistently throughout that season. As reflected by Dr. Howard's 2024 records, Trinidad still suffered from recurrent tonsillitis and adenoiditis. That season, Trinidad took special measures, such as vitamin C, Claritin, and Flonase, to reduce severity of his infections. He also avoided exposure to illnesses by staying home rather than going out with teammates. Trinidad experienced

instances of shortness of breath at practice or in games in 2024, but he felt better conditioned than in the two prior seasons.

Trinidad transferred to Ole Miss in the summer of 2025 because compliance personnel at Ferris State and Billy Glasscock, former General Manager of Football Operations at Ole Miss, both told Trinidad that the fall of 2025 would constitute only his third year of active participation in college football competition and that he would have the opportunity to play a fourth season of college football in the fall of 2026. Trinidad trusted and relied on these representations in making his decision to transfer.

Since recovering from his December 2024 surgery, Trinidad has felt fully healthy, sleeps great, no longer snores and has no lingering respiratory problems. He began his career as Ole Miss's quarterback in the second game of the 2025 season, remained the starter for the rest of the regular season, and led Ole Miss to the semifinal round of the College Football Playoffs. He received multiple post-season awards, including the Conerly Trophy and SEC Newcomer of the Year.

### **NCAA Bylaws and Eligibility Rules**

The NCAA's stated purpose is "to support and promote healthy and safe intercollegiate athletics ... as an integral part of the education program and the student-athlete as an integral part of the student body." *Div. I Manual, Const. Preamble.*

To achieve this purpose, the NCAA has stated that it organizes and regulates its three-division system to create an opportunity for fair competition and to provide broad opportunities for participation. *See Overview, NCAA, <https://www.ncaa.org/sports/2021/2/16/overview.aspx>*, At all relevant times, Ole Miss has been a Division I football program, and Ferris State has been a Division II program. Both universities are member institutions of the NCAA.

Each NCAA division annually publishes a manual containing its bylaws, which govern competition, eligibility, and enforcement. NCAA member institutions, such as Ole Miss and Ferris State, agree to be bound by these Bylaws, and the NCAA oversees their enforcement. As a student-athlete at Ferris State (Division II) and now at Ole Miss (Division I), Trinidad is involuntarily governed and controlled by NCAA rules, bylaws and policies which he has no right to accept or reject. He also has no right to directly participate in NCAA governance or committee proceedings. Under the NCAA's framework and Bylaws, Trinidad has no voice or right to directly petition the NCAA for relief. Such requests must be made by the member institutions such as Ole Miss.

The Division I rules place significant emphasis on "contests," *i.e.*, games between different member institutions or intercollegiate teams. A contest is any game, scrimmage, or joint practice session "with another institution's team." *Div. I Bylaw 17.02.2*. Another institution's team is referred to as "outside competition" or an "outside team." *Div. I Bylaw 17.02.13*. A "countable" contest for a student-athlete is any contest in which he "competes" while representing his member institution. *Div. I Bylaw 17.02.4*.

Intercollegiate competition is considered to have occurred when a student-athlete (a) represents the institution against outside competition; (b) competes in the uniform of the institution or apparel received from the institution; or (c) competes and receives expenses from the institution for the competition. *Div. I Bylaw 12.02.3; Div. II Bylaw 14.02.12*.

In numerous sections of its bylaws, the NCAA emphasizes that competition means competing against another intercollegiate team – mere practices with teammates do not constitute a season of competition. Even then, a Division I student-athlete in football does not use or exhaust a "season of competition" unless he "compete[s] in up to four contests in a season." *Div. I Bylaw 12.6.3.1.6*. If the student-athlete is a Division II football player, he does not "use" or exhaust a

“season of competition” unless he compete[s] in up to “30 percent of the maximum permissible number of contests.” *Div. II Bylaw 14.4.3.4.1.7.*

Further, under Division II rules, which applied to Trinidad in the years 2021-2022 and 2022-2023, Trinidad could participate in scrimmages (such as the scout team) and in spring football “without counting” and “without using” such participation as a “season of competition.” *Div. II Bylaws 14.4.3.4.1.2 & 14.4.3.4.1.3.* In Division II, a contest is not even countable for a student-athlete unless he “competes” in the contest while representing a member institution. *Div. II Bylaw 17.02.4.*

To reiterate, even though he participated in team practices, Trinidad did not compete in any contests against outside competition in the fall 2022 football season at Ferris State. He also believed he was granted a medical waiver for the 2022-23 season. Therefore, he did not use or exhaust any eligibility in the 2022-2023 season, and intercollegiate competition in the 2026-2027 academic year will represent only his fourth season of intercollegiate competition in football.

#### **Division I & II Waiver Criteria and Policies**

“Only a student-athlete who meets the governing athletics eligibility legislation and interpretations is eligible for intercollegiate athletics participation in a particular sport.” *Div. I Bylaw 12.02.1.*

The “Five to Play Four” rule applies to Division I member schools such as Ole Miss. Under that rule, a student-athlete shall not engage in more than four (4) seasons of intercollegiate competition in any one sport, provided that the student-athlete’s seasons of competition occur 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 at a collegiate institution. *Div.*

*I Bylaw 12.6.1.* However, the NCAA's Athletics Eligibility Subcommittee "may approve waivers of the five-year rule as it deems appropriate." *Div. I Bylaw 12.6.1.7.*

Under *Division I Bylaw 12.6.1.7.1*, "[a] waiver of the five-year period of eligibility is designed to provide a student-athlete with the opportunity to participate in four seasons of intercollegiate competition," and the waiver may be granted based on "objective evidence" under certain circumstances, including:

- The student-athlete did not use a season of intercollegiate competition due to an institutional decision to redshirt the student-athlete;
- The student-athlete was listed on the institution's squad list and was eligible for competition during the segment of the season that concludes with the NCAA championship; and
- The student-athlete 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 the institution.

It would appear that Trinidad Chambliss satisfied the requirements of this waiver criteria when fairly and reasonably interpreted and applied in good faith. He was redshirted by Ferris State in fall 2021; therefore he did not use that season of intercollegiate competition. Because of medical conditions, Trinidad was deprived of the opportunity to participate in one other season, 2022, due to circumstances beyond his or Ferris State's control.

Circumstances considered to be beyond the control of the student-athlete or the institution "include, but are not limited to ... [s]ituations 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." *Div. I Bylaw 12.6.1.7.1.1.* Notably, this bylaw does not constitute an exhaustive list of circumstances which are beyond the control of a student-athlete or institution, and the NCAA's Division I Manual does not define or enumerate what health conditions may be considered "incapacitating." Logically, the

NCAA must rely on the opinions of medical professionals, particularly a student-athlete's treating physician like Dr. Howard, to make such medical determinations.

In assessing whether an injury or illness is incapacitating, the NCAA instructs its staff and personnel to use the same analysis it applies to "hardship waivers." Under the criteria for hardship waivers, "[i]t is not necessary for the incapacitating injury or illness to be the direct result of the student-athlete's participation in ... organized practice or game competition." *Div. I Bylaw 12.6.4.2.1.* Importantly:

*Contemporaneous or other appropriate medical documentation*, from a physician (a medical doctor) who administered care at the time of the injury or illness, that establishes the student-athlete's inability to compete as a result of that injury or illness shall be submitted with any hardship-waiver request.

*Div. I Bylaw 12.6.4.2.2.*

Clearly, the NCAA is not limited to considering only "contemporaneous" medical documentation. On November 19, 2024, its governing committee on student-athlete reinstatement "[a]djusted the reconsideration standard to permit new information, supported by contemporaneous documentation, to be submitted at any time, provided [such] information is germane to the original assertions and was not readily available." *Report of NCAA Div. I Comm. on Student-Athlete Reinstatement, Nov. 19, 2024.* Therefore, NCAA staff is authorized to use "*contemporaneous and non-contemporaneous* medical documentation and other supporting documentation demonstrating the student-athlete was incapacitated." *Id.*

Further, for transferring student-athletes such as Trinidad, "[t]he application of the hardship legislation for a transfer student-athlete may be based on the method that would be most beneficial to the student-athlete (the rule applicable to the division in which the injury or illness occurred or the Division I rule)." *Div. I Bylaw 12.6.4.2.8.* In that regard, the Division II policies and procedures (updated April 2025) provide:

If a waiver request involves medical documentation that does not clearly demonstrate that the requirements of a given waiver are met (e.g., noncontemporaneous, does not state the student-athlete ... is debilitated), the information may be shared with a medical expert. The expert will review the documentation and provide an analysis which will be included as part of the waiver request and considered by the legislative waiver staff and the Legislative Relief Committee when reviewing the request.

*NCAA Division II Legislative Relief Committee Policies and Procedures, April 2025.*

Ole Miss provided the NCAA with more than Dr. Howard's medical expert analysis regarding Trinidad's incapacity in 2022. Ole Miss provided the NCAA with over 90 pages of Trinidad's medical records from Dr. Anthony Howard, and Dr. Cheryl Dyksen, and others who provided medical care to Trinidad. These medical records were not only contemporaneous to the fall 2022 season but spanned a period running from September 2012 through Dr. Howard's surgery in December 2024. [MEC #5-6] In violation of its own policies, the NCAA ignored these medical records and the analysis and opinion of the board-certified otolaryngologist who personally treated Trinidad in 2022.

Ford Dye, M.D., a board certified otolaryngologist who practices in Oxford and elsewhere in North Mississippi, reviewed Trinidad's medical records, Dr. Howard's opinion letter to the NCAA, interviewed Trinidad and his mother, and testified as an expert, without objection by the NCAA. Dr. Dye concurred with and corroborated Dr. Howard's opinions provided to the NCAA.

#### **Ole Miss's Request for the Eligibility Waiver**

Ole Miss submitted its request for eligibility waiver to the NCAA in approximately October of 2025 and updated its supporting documentation for the request by transmittal of the same to the NCAA on November 24, 2025. The original request included the previously mentioned contemporaneous medical records. The November update included Dr. Howard's letter and other pertinent information.

In a December 8, 2025, phone call with Taylor Hall, Ole Miss's Senior Associate Athletics Director for Compliance, a NCAA staff member admitted that Dr. Howard's letter sufficiently demonstrated Trinidad's incapacity during the 2022-2023 season. However, the NCAA staff member still denied the waiver request due to an alleged lack of contemporaneous medical documentation.

Ole Miss timely appealed this initial denial to the appropriate NCAA Committee which again denied the requested relief. The NCAA issued public statements concerning the denial on the NCAA website and on X.com (formerly Twitter). The NCAA posted its public statement while on a phone call with Ole Miss compliance personnel. Ole Miss was not afforded any opportunity to share or communicate the outcome with Trinidad or his family or the Ole Miss coaching staff. Trinidad learned of the outcome by seeing the decision posted on social media.

Petitioner has shown that the press releases by the NCAA are false or misleading in multiple respects. The NCAA stated:

- (a) "Approval requires schools to submit medical documentation provided by a treating physician at the time of a student's incapacitating injury or illness, which was not provided." This statement is false.
- (b) "The documents provided by Ole Miss and the student's prior school include a physician's note from a December 2022 visit, which stated the student was 'doing very well' since he was last seen in August 2022." This statement cherry-picks Trinidad's voluminous medical records and is misleading due to its omission of Dr. Howard's December 2022 findings of tonsillar hypertrophy and chronic tonsillitis and adenoiditis.
- (c) "[T]he student athlete's prior school ... cited 'developmental needs and our team's competitive circumstances' as its reason the student-athlete did not play in the 2022-23 season." This statement is false and misleading due to its failure to accurately state the information which Ferris State provided to the NCAA. Sara Higley, Ferris State's Senior Associate Athletic Director, Ferris State supported an extension of Trinidad's eligibility and stated, in pertinent part, "The decision to redshirt Trinidad in fall 2022 was based on his developmental needs and our team's competitive circumstances at that time. She went on to say, "Trinidad also had a few medical problems that arose during the fall 2022 season that could have played a role in the decision to redshirt him." Director Higley's letter concluded: "Through no fault of

his own, Trinidad now faces the loss of a season of competition that he would have been entitled to complete had he remained at Ferris State.”

The NCAA released its statements to the media on January 9, 2026, the morning after Trinidad and Ole Miss competed against the University of Miami and its quarterback Carson Beck in the College Football Playoff semifinal game at the Fiesta Bowl. At the time of that contest, Carson Beck had been playing college football for over six (6) years.

On February 4, 2026, subsequent to the filing of the Amended Petition and Motion for Preliminary Injunction here, Trinidad and Ole Miss received the unfavorable final ruling from the final NCAA body denying its request for eligibility waiver for Trinidad.

#### **Breach of Implied Duty of Good Faith and Fair Dealing**

As members of Divisions I and II of the NCAA, respectively, Ole Miss and Ferris State have agreed to comply with the NCAA’s bylaws and abide by, and participate in, the NCAA’s enforcement of its bylaws. In exchange for Ole Miss’s and Ferris State’s obligations, the NCAA promises to allow Ole Miss and Ferris State to participate in intercollegiate athletic competition and to administer eligibility determinations in accordance with its bylaws. That is, the NCAA’s Bylaws are a contract between the NCAA and Ole Miss.

The NCAA’s rules, agreed to by the NCAA and its member institutions, constitute a contract. The contract in issue in this case is the NCAA Constitution and the NCAA Division I and Division II Bylaws. These are voluminous documents which are publicly available at <https://ncaapublications.com>. They are also included in the NCAA’s Response to the Amended Petition [MEC #12] and are incorporated in this Order and Opinion by reference.

Trinidad Chambliss is an intended third-party beneficiary of the contract between the NCAA and its member institutions. His status is made clear by the NCAA’s Constitution, which expresses its commitment to the well-being and development of Trinidad and other student-

athletes. Pursuant to this contract, the NCAA pledges to evaluate the eligibility of student-athletes based on the “totality of the circumstances” and to reach outcomes that consider “the well-being of the involved student-athlete” and to “maintain[ ] fairness.”

Trinidad Chambliss, a student-athlete currently enrolled at Ole Miss and formerly enrolled at Ferris State, is an intended third-party beneficiary of the contract between Ole Miss and the NCAA and Ferris State and the NCAA. *See Mississippi High School Activities Association v. R.T.*, 163 So.3d 274, 280 (Miss. 2015); *Battle v. NCAA*, 2024 WL 4685604, \*4 (N.D.W.Va. May 28, 2024) (“The Constitution and Bylaws of the NCAA are binding agreements between the NCAA and its members *for the benefit of student-athletes.*”) (emphasis added); *Oliver v. NCAA*, 920 N.E.2d 203, 211-12 (Ohio Ct. Com. Pl. 2009) (holding student-athlete is a third-party beneficiary to NCAA bylaws); and *Bloom v. NCAA*, 93 P.3d 621, 623-24 (Colo. App. 2004) (“to the extent Bloom’s claim ... asserts a violation of the duty of good faith and fair dealing” arising out of the contractual relationship between the NCAA and its members, “his position as a third-party beneficiary of that contractual relationship affords him standing to pursue his claim”). His status is made clear by the NCAA’s Constitution, which expresses its commitment to the well-being and development of Trinidad and other student-athletes. Pursuant to this contract, the NCAA has pledged to evaluate the eligibility of student-athletes based on the “totality of the circumstances” and to reach outcomes that consider “the well-being of the involved student-athlete” and to “maintain[ ] fairness.”

This Court finds that Trinidad Chambliss is an intended third-party beneficiary of the subject contract. The NCAA Division I Student-Athlete Reinstatement Committee “subscribes to [a] students-first philosophy, ensuring the individual student-athlete as well as the general student-athlete body is at the forefront of each decision. *NCAA Div. I Comm. Student-Athlete*

*Reinstatement Guidelines, rev'd May 2025.* In keeping with this philosophy, “[t]he committee and reinstatement staff conduct their work by evaluating *the totality of the circumstances* surround[ing] each case and [by] reaching an outcome that considers *the well-being of the involved student-athlete* while *maintaining fairness.*” *Id.* The NCAA did not evaluate the totality of the circumstances surrounding the request by Ole Miss for a waiver for Trinidad Chambliss.

All contracts contain an implied covenant of good faith and fair dealing. *American Bankers' Ins. Co. v. Wells*, 819 So.2d 1196, 1206 (Miss. 2001). “Good faith is the faithfulness of an agreed purpose between two parties, a purpose which is consistent with justified expectations of the other party.” *Cenac v. Murry*, 609 So.2d 1257, 1272 (Miss. 1992). In Mississippi, the duty of good faith attaches to both the performance and enforcement of a contract, *Davis v. General Motors Acceptance Corp.*, 406 F.Supp.2d 698, 701 (N.D. Miss. 2005), and the covenant may be breached even in the absence of a breach of an express provision of the contract. *In re Evans*, 2012 WL 2374237, \*18 (S.D. Miss. June 22, 2012).

The duty of good faith and fair dealing prohibits a party from doing any act, or refusing to do an act, that impairs the right of the other party from receiving the benefits that flow from the agreement. *Cothern v. Vickers, Inc.*, 759 So.2d 1241, 1248 (Miss. 2000). The covenant imposes a duty not to interfere with the other party’s performance and even, in certain circumstances, “to take some affirmative steps to cooperate in achieving these goals.” *Cenac*, 609 So.2d at 1272 (quoting Farnsworth, *Contracts* § 7.17, 526-27 (1982)).

A breach of the duty of good faith and fair dealing occurs where there is some violation by a contracting party of standards of decency, fairness, or reasonableness. *Cenac*, 609 So.2d at 1272 (citing *Restatement (Second) of Contracts* § 205, 11 (1979)). Examples of bad faith which breach the implied covenant include “evasion of the spirit of the bargain, lack of diligence, willful

rendering of imperfect performance, abuse of a power to specify terms, and interference with or failure to cooperate in the other party's performance." *Restatement (Second) of Contracts* § 205.

In the present case, this Court is of the opinion that the NCAA fell short in its mission to foster the well-being and development of Trinidad Chambliss as a student-athlete. The mechanisms (*i.e.*, waiver rules) for granting Trinidad an additional year of eligibility, to compete in four years of college football, are available and solely within the NCAA's control. Despite the duty of good faith and fair dealing it owes to Trinidad, the NCAA considered the evidence in Trinidad's case in an isolated, instead of a comprehensive manner.

The NCAA interpreted its rules to impose requirements not contained therein. It also took unreasonable and irrational positions, and it is this Court's opinion and belief that the NCAA acted in a manner that was contradictory to its own Bylaws and rules. This Court is of the further opinion that the NCAA ignored rules favorable to Trinidad when those rules were incompatible with the NCAA's perceived predetermined outcome of denying Trinidad an eligibility waiver.

The Court is of the opinion that the NCAA breached its duty of good faith and fair dealing owed to Trinidad, and acted in bad faith, by denying him an additional year of eligibility so that he can compete as an intercollegiate athlete in the year 2026-2027. The NCAA's bad faith acts and omissions include, but are not limited to, the following:

(a) Its strained definition of "contemporaneous" and erroneous determination that the almost 91 pages of medical records submitted in support of the waiver are not contemporaneous. In most dictionaries, the word "contemporaneous" means "happening or existing at the same *period* of time,"<sup>4</sup> not simultaneous. It would impose an unreasonable burden on member institutions to produce medical records on any particular date selected at the subjective whim of the NCAA. Ole Miss submitted Trinidad's medical records which precede and follow the fall 2022 season. Included were medical records from 2024 demonstrating that Trinidad's medical conditions persisted during his tenure at Ferris State and ultimately required surgery. The medical records provided are indeed contemporaneous to the fall 2022 season. The NCAA denied Ole Miss's waiver request based on pure semantics, taking the irrational and false position that the medical records submitted were noncontemporaneous and therefore insufficient;

(b) Its failure and refusal to fairly and reasonably follow and apply the waiver criteria

and its own policies directing its committees and staff to use both “contemporaneous and noncontemporaneous medical documentation and other supporting documentation” to demonstrate that a student-athlete is incapacitated, and to analyze the waiver request under the “totality of the circumstances;”

(c) Its failure to understand and appreciate the seriousness and combined effects of Trinidad’s medical conditions in the fall of 2022, which manifested as recurring infections, frequent nasal blockage, permanent airway obstructions, recurring sleep apnea, and fatigue that presented a clear case of incapacity to participate in intercollegiate football at any competitive level. Alternatively, the NCAA owed Trinidad the obligation to fully investigate his documented medical conditions and gain appreciation of their impact on his capacity to compete, which the NCAA failed to do;

(d) Its dismissal of Dr. Howard’s letter and other letters from witnesses who have personal knowledge of Trinidad’s medical conditions and incapacity to compete intercollegiate football in the fall of 2022, since the information contained within such letters satisfy all elements of the waiver criteria, and the failure to accept Dr. Howard’s diagnosis in 2022 that Trinidad’s tonsils were 3+ bilaterally and were exophytic, or significantly enlarged. In August 2022, Dr. Howard diagnosed Trinidad with chronic tonsilitis and adenoiditis and adenotonsillar hypertrophy, all of which was ignored and/or overlooked. On December 21, 2022, Trinidad still had swollen tonsils and adenotonsillar hypertrophy. However, the NCAA committee said he was fine;

(e) Its failure to interpret the evidence submitted by Ole Miss in the light most favorable to Trinidad as a student-athlete, in direct contravention of its “students-first philosophy” designed to place Trinidad’s “well-being” at the “forefront” of its decision;

(f) Its failure to consider the Division I & II countability bylaws, all of which demonstrate that spring and fall practices and even inter-team scrimmages do not count against the student-athlete and do not constitute the student-athlete’s use or exhaustion of a season of competition, and its failure to apply such “countability” bylaws to Trinidad;

(g) Its conclusion reached in the decision-making process that it is somehow unfair to other student-athletes to grant Trinidad an additional year of eligibility, when the vast majority of student-athletes participating in intercollegiate football receive the benefit of the bargain by competing in four (4) years of in-season college football, which deprived Trinidad of the financial and other benefits that flow from the contract between member institutions and the NCAA;

(h) Its failure to honor and uphold the central purpose of *Division I Bylaw 12.6.1.7.1* (the waiver rule) – “to provide a student-athlete with the opportunity to participate in four seasons of intercollegiate competition.” Instead, the NCAA dishonored the waiver rule by interpreting and applying it to Trinidad in a manner that was antagonistic rather than cooperative;

(i) Its failure to fairly and reasonably apply the evidence submitted by Ole Miss to the criteria set forth in the waiver rule;

(j) Its refusal to grant an additional year of eligibility to Trinidad when the NCAA

has no evidence which is contrary to or disputes the evidence submitted by Ole Miss;

(k) Its failure and unreasonable refusal to conclude that the medical conditions which plagued Trinidad in the fall of 2022 constituted circumstances beyond Trinidad's and Ferris State's control;

(l) Its failure to apply the Division II waiver policies to Trinidad, which authorize the NCAA, in the event that the NCAA disagreed with Dr. Howard's expert analysis, to obtain analysis from another medical expert;

(m) Its issuance of false and misleading public statements and representations related to Ole Miss's request for an eligibility waiver, all of which demonstrate the NCAA's bad faith in the premises; and

(n) Its inconsistent, and consequently unfair and unreasonable, processing and adjudication of requests for eligibility waivers by Ole Miss and other member schools and their athletes around the country.

This Court is asked to grant the requested preliminary injunctive relief which will be consistent with a good-faith application of the NCAA's rules, with the organization's stated mission to support student-athletes, and with fundamental principles of fairness and fair dealing. Without this Court's intervention, Trinidad will be permanently and irreparably deprived of access to the college football labor market and the culmination of his stellar collegiate athletic career during the 2026-2027 football season. Ole Miss and Trinidad's teammates will lose an important and valuable intercollegiate student-athlete and leader. Broader communities which follow and support Ole Miss athletics, in Mississippi and nationwide, will lose the opportunity to celebrate a player that is essential to the success of Ole Miss athletics and to the vast economic benefits which flow therefrom. This will deprive Trinidad of the very benefits the NCAA's contracts with Ole Miss and Ferris State were intended to secure for student-athletes. This Court is also of the opinion that such harm cannot be fully or adequately remedied with monetary damages.

#### **Preliminary Injunction**

Trinidad Chambliss has requested the entry of a preliminary injunction under *Rule 65(a), Miss.R.Civ.P.*, which enjoins the NCAA from prohibiting him from practicing, playing, or

otherwise participating on Ole Miss's intercollegiate football team for the 2026-2027 academic year and until this matter is heard on its merits. In order to obtain such relief, Trinidad must show that:

1. There exists a substantial likelihood that Trinidad will prevail when this case is finally heard;
2. The injunction is necessary to prevent irreparable injury to Trinidad;
3. The threatened injury to Trinidad outweighs the harm an injunction might cause the NCAA; and
4. Entry of a preliminary injunction is consistent with the public interest.

Should the preliminary injunction be granted, Miss.R.Civ.P 65(c) requires Trinidad to post a bond that the Court deems proper for payment of such costs, damages, and reasonable attorney fees payable to the NCAA if wrongfully enjoined.

The opportunity to participate in intercollegiate sports has unmeasurable value for the student-athlete. According to NCAA guidelines, such opportunity offers "physical, mental and social benefits." *NCAA Div. I Comm. on Student-Athlete Reinstatement Guidelines, rev'd May 2025.* "[T]he right to be eligible to participate in college athletics cannot be viewed as a mere speculative interest, but is a property right of present economic value." *Gulf S. Conf. v. Boyd*, 369 So.2d 553, 556 (Ala. 1979). See also, *Hall v. Univ. of Minnesota*, 530 F.Supp. 104, 109 (D. Minn. 1982) (holding that a student's interest in attending a university is a property right protected by due process). In its present era, college football, is a labor market in which student-athletes are routinely compensated by revenue share from the institution or marketing of their name, image, and likeness ("NIL"). See *NCAA v. Alston*, 594 U.S. 69 (2021)

The controversy in this case centers around the application by Ole Miss to have the NCAA grant an extension of eligibility waiver to Trinidad Chambliss allowing him to play four (4) years of eligibility under *NCAA ByLaw 12.6.1.7.1.1*, which provides the following:

***Circumstances Beyond Control*** . . . Circumstances considered to be beyond the control of the student-athlete or the institution and do not cause a participation opportunity to be used shall include, but are not limited to, the following: (Adopted: 8/10/94, Revised: 10/12/95, 8/12/97, 1/9/06, 7/30/10, 7/31/14, 6/6/25 effective 7/1/25)

- (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;
- (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; . . .

Trinidad, as an intended third-party beneficiary to the contract between the NCAA and Ole Miss, and his cognizable claim sounds in contract under Mississippi law. He is a third-party beneficiary who has suffered a breach of duty, good faith and fair dealing. *See Mississippi High School Activities Association v. R.T.*, 163 So.3d 274, 280 (Miss. 2015) (recognizing student-athletes' third-party beneficiary status); and *American Bankers' Insurance Company v. Wells*, 819 So.2d 1196, 1206 (Miss. 2001) (implied covenant of good faith and fair dealing is inherent in all contracts). This Court finds the NCAA's actions in this case violated its own Bylaws and caused Trinidad to suffer a breach of the implied duties of good faith and fair dealing.

In order to proceed with a Rule 65(a) preliminary injunction, the moving party must demonstrate that: (1) there exists a substantial likelihood that the movant will prevail on the merits; (2) the injunction is necessary to prevent irreparable harm; (3) the threatened injury to the movant outweighs the harm an injunction might do to the opposing party; and (4) granting a preliminary injunction is consistent with public interest. *See Littleton v. McAdams*, 60 So.3d 169, 170 (Miss. 2011). Motions for preliminary injunction are within the trial court's discretion. *See City of Durant v. Humphreys County Municipal Hospital*, 587 So.2d 244, 250 (Miss. 1991).

**Can Trinidad Chambliss prevail by the showing of the four (4) factors identified above?**

Yes  No

**(1) There is substantial evidence that Trinidad will prevail on the merits.**

First, Trinidad has a cognizable claim. Trinidad clearly meets the criteria for an eligibility extension waiver for one (1) year. This is true based upon the undisputed medical records of Dr. Howard, Dr. Dye, and the contemporaneous letters of Coach Annese and Athletic Director Higley, in which both state Trinidad had medical issues during 2022 that prevented him from participating in collegiate football that year. Trinidad disputes the analysis by the NCAA that he was not having medical issues during the fall of 2022 despite his attempts to conservatively treat his symptoms with Singulair and Flonase. He ~~will be able to testify~~ <sup>testified</sup> to his struggles with fatigue, breathing issues and poor stamina in 2022 that are corroborated by Dr. Howard's letter.

Under Mississippi law, Trinidad is only required to show that the NCAA acted unfairly or unreasonably in the premises. Such conduct breaches the duty of good faith and fair dealing. *Cenac v. Murry*, 609 So.2d 1257, 1272 (Miss. 1992)

The NCAA's disregard of 90-plus pages of medical and non-medical evidence from Ole Miss and findings of the only board certified doctor, whose opinion based on reasonable medical probability, was that Trinidad could not have participated in the 2022 season was not credible, is disrespectful and almost ludicrous. Dr. Howard's letter alone justifies granting Trinidad's waiver. Furthermore, the NCAA's history of inconsistent waiver decisions undermines the fairness of the process here. The NCAA never really sought the truth in its investigation, therefore, based on the totality of the circumstances and evidence in this case, Trinidad could be successful on the merits when this matter is tried.

**(2) The issuance of a preliminary injunction is necessary to prevent irreparable harm.**

The risk of irreparable injury is the primary reason for issuing an injunction. *Triple J Cattle v. Chambers*, 551 So.2d 280 (Ala. 1989). A significant number of courts have held that the fleeting nature of college athletics justifies injunctive relief to allow the athletes or coaches the ability to continue participation in the sport. *Biedeger v. Quinnipiac University*, 696 F. Supp.2d 277 (U.S.D.C. Conn. 2009). As the *Biedeger* court noted, college athletes – and by comparison, college coaches – “develop skill, self-sacrifice, learn team cohesion and a sense of accomplishment, increase their physical and mental well-being and develop lifelong health attitudes.” *Biediger* at 291.

Trinidad, and most likely every college athlete, has undoubtedly devoted a significant portion of his life seeking to become a successful college athlete, spending numerous hours performing and perfecting his football skills and abilities. The interruption of his ability to continue doing this would irreparably prevent him from competing at the level he desires. *Pavia v. NCAA*, 760 F. Supp.3d 527 (M.D. Tenn. 2024) (This Court has no trouble concluding, as many other courts have, that the denial of the ability to play sports is irreparable harm.) *Braham v. NCAA*, 794 F. Supp.3d 824 (Nev. 2025) (Denial of opportunity to play college sports is irreparable harm. *Robinson v. NCAA*, 2025 WL 2409203.

In these post-NIL times of collegiate athletics, courts around the country now recognize the inherent value afforded by a year of intercollegiate competition. In *Patterson v. NCAA*, 2026 WL 115417, \*9 (M.D. Tenn. Jan. 15, 2026), the court stated:

Defendants correctly raise the speculative nature of the asserted irreparable harm. But the Court views the speculation as a matter of degree. Of course, Plaintiffs cannot know with any certainty what opportunities another season of play would bring, *but the opportunity itself, once lost, cannot be recovered*. On this basis, the Court finds Plaintiffs have made a showing of some irreparable harm.

The NCAA also argues that its Five-Year Rule allows “a maximum, not a minimum” of four (4) seasons of competition. Its position dishonors the purpose of the waiver rule (*Bylaw 12.6.1.7.1*) which is “designed” to provide a student-athlete with at least “four seasons of intercollegiate competition.” In fact, the NCAA said as much in its denial rationale provided to Ole Miss on January 9, 2026: “The purpose of extension legislation is to ensure four seasons of participation opportunity.” *Taylor Hall Affidavit [MEC #16]*

Further, the *Mississippi Intercollegiate Athletics Compensation Rights Act, Miss. Code Ann. §§ 37-97-103 - 109* (Supp. 2021), prohibits the NCAA from enforcing rules that prevent student-athletes like Trinidad from earning compensation as a result of the use of the student-athlete’s name, image or likeness. Even though the waiver request here is for medical reasons, its denial effectively curtails Trinidad’s NIL rights by prematurely ending his college career. Not only would extra year of college eligibility permit Trinidad to monetize his publicity rights given his performance last season and through the playoffs.

Joe Judge, Assistant Head Coach of Offense and Quarterbacks Coach at Ole Miss, testified that he coached Trinidad during the 2025-26 football season and would be his position coach for 2026-27 should Trinidad be eligible to play. Judge has a history of collegiate and NFL coaching experience, including a stint as Head Coach of the New York Giants. He testified that an additional year of college quarterback experience would be invaluable to Trinidad’s chances of becoming a future NFL quarterback. Without it, Trinidad would be seen as a “One Season Guy,” based on his play and accomplishments from last football season. An additional year of development in college would transform Trinidad into what Judge called a “Multiple Years Player.” According to the Ole Miss quarterbacks coach, there have been only four (4) NFL quarterbacks over the last ten (10) years, who were ‘One Season Guys’ in college, have sustained success in the NFL. Trinidad

needs the additional year of eligibility to improve his chances of professional football success. As the Court sees it, losing that year and the opportunity for additional development will greatly lessen Trinidad's chances of success. As the Court sees it, the NCAA's preventing Trinidad from playing this coming year will cause him irreparable harm. The door will also close on Trinidad being unable to capitalize on receiving funds that could he could earn from endorsements, social media, and other appearances.

Therefore, Trinidad has met the criteria of irreparable harm in this Court's view.

**(3) The threatened injury to the Movant (Trinidad) outweighs the harm an injunction might do to the opposing party (NCAA).**

This Court opines that the burden of a preliminary injunction against the NCAA here will not unreasonably outweigh the benefit Trinidad Chambliss will receive from the injunctive relief. The NCAA will continue its business as usual, suffering no immediate harm.

One noteworthy point about the NCAA's Response is its complete omission of Trinidad's well-being from the injunction equation, a sharp departure from its "students-first philosophy" and mission to "reach[ ] an outcome that considers the well-being of" the "involved" student-athlete.

To reiterate, this is not an antitrust action that seeks a declaration from this Court that the NCAA's rules are illegal. Hence, the NCAA's arguments concerning the alleged disruption of over 180,000 student-athletes fall on deaf ears. Further, post-NIL and post-*Alston* courts have found that this alleged harm to the NCAA's rules and other student-athletes does not outweigh the impending irreparable harm to the student-athlete who petitions for relief:

The balance of equities and the public interest also weigh in favor of granting the injunction. The scope of injunctive relief sought is narrow – to preclude the NCAA from enforcing [its bylaw] as to Pavia – to allow him to play next season while this case plays out. *The NCAA's argument that injunctive relief in this case would be a sweeping change that will "upend the Division I eligibility rules that apply across sports to over 180,000 Division I student-athletes" is overstated.* (See Def. Resp., Doc. No. 30 at 35). Enjoining the NCAA from enforcing the Intercollegiate

Competition Rule as to Pavia for next season will not result in substantial harm to others or to the NCAA.

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*[The] NCAA's argument that preliminary injunctive relief ... will "suspend longstanding eligibility rules that apply to over 500,000 NCAA student-athletes in multiple sports" is misguided and fails to address the essence of the harm at issue ... Enjoining the NCAA from enforcing the Five-Year Rule as to Braham for next season will not result in substantial harm to others or to the NCAA ... However, absent a grant of injunctive relief, Braham is likely to suffer substantial, immediate, and irreparable harm because he will be prevented from playing in the upcoming 2025-2026 season.*

Accordingly, the Court finds that the balance of the equities tips in favor of Braham.<sup>18</sup>

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The Court balances the equities as between the parties ... plaintiffs are likely to suffer substantial, immediate, and irreparable harm should they be prevented from playing this season. *The NCAA, by contrast, would suffer little harm insofar as, should they later succeed on the merits, they can terminate plaintiffs' eligibility.* Accordingly, the Court finds that the balance of the equities weighs heavily in plaintiffs' favor.

Even though NCAA is a private voluntary association, it is not beyond the reach of law or principles of equity. Chancery Courts in Mississippi are courts of equity, and a long-followed maxim of equity recognized by courts in this state is that: "A court of equity will order that done which ought to have been done." *U.S. Fidelity & Guaranty Co. of Baltimore, Maryland v. Marathon Lumber Co.*, 119 Miss. 802, 81 So. 492 (1919). The balance of the equities in this action also tip in favor of Trinidad.

Further, the grant of a preliminary injunction in favor of Trinidad will not likely harm the hypothetical student-athlete who the NCAA argues will be displaced by Trinidad's inclusion on the Ole Miss football roster. *See, Martinson*, 2025 WL 2678049 at \*11 ("the NCAA has not articulated any harm it will suffer - it only asserts speculative harm to other potential DI student-

athletes. But in contrast to the NCAA, Martinson will suffer immediate and irreparable harm in the absence of relief"). Application of this hypothetical is even more speculative here, because (1) the Ole Miss football program may not have 105 student-athletes on its roster before its first game in the fall of 2026, and (2) other than Trinidad, Ole Miss football has signed all of the quarterbacks it intends to accept on its roster in the 2026-2027 academic year. *Austin Thomas Affidavit [MEC #17]*.

**(4) The grant of a preliminary injunction is consistent with public interest.**

Finally, as courts have determined, grant of a preliminary injunction in the premises serves the compelling public interest of "promoting increased participation and competition in the competitive college football services labor market." *Martinson*, 2025 WL 2678049 at \*11 ("the market for unrestricted NIL compensation has exploded since *Alston*, and even more significantly, the fact that NCAA members can now directly pay student-athletes for their services. The market now is effectively a labor market for competitive college football services."); *Robinson*, 2025 WL 2409203 at \*19 ("free and fair competition in the labor markets is essential to the American economy" such that an "injunction ... would serve the public interest" (N.D.W.V. Aug. 20, 2025); and *Braham*, 794 F.Supp.3d at 837 ("Here, the public interest is served by promoting free and fair competition in the DI market for college football.").

**Conclusion**

For the above reasons, this Court decrees in favor of Trinidad Chambliss and grants his request for preliminary injunctive relief and preliminarily enjoins the National Collegiate Athletic Association from prohibiting Trinidad Chambliss from practicing, playing, or otherwise participating on the University of Mississippi intercollegiate football team during the 2026-2027 academic year. Trinidad Chambliss has demonstrated, based on the evidence presented, that he is

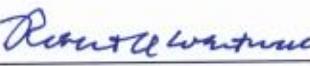
entitled to an additional year of eligibility at the University of Mississippi, and the NCAA has failed in its argument to withhold that right.

Further, Trinidad Chambliss has proven that:

- (1) there exists a substantial likelihood he will prevail on the merits in a final hearing to be set at a later date;
- (2) the injunction is necessary to prevent irreparable injury to Trinidad Chambliss;
- (3) the threatened injury to Trinidad Chambliss outweighs the harm an injunction might possibly cause the NCAA; and
- (4) entry of this preliminary injunction is consistent with the public interest.

Therefore, the Petitioner shall, within ten (10) days, post a *de minimis* bond with the clerk of the Court in the amount of Seven thousand five hundred and No/100 Dollars (\$7,500.00).

SO ORDERED, ADJUDGED AND DECREED, this the 12<sup>th</sup> day of February, 2026

  
ROBERT Q. WHITWELL, CHANCELLOR