

IN THE CHANCERY COURT OF LAFAYETTE COUNTY
STATE OF MISSISSIPPI

TRINIDAD CHAMBLISS

PETITIONER

versus

Cause No. 26-cv-00017-W

NATIONAL COLLEGIATE ATHLETIC
ASSOCIATION

RESPONDENT

**MEMORANDUM IN SUPPORT OF MOTION
FOR PRELIMINARY INJUNCTION**

Petitioner, Trinidad Chambliss, by and through undersigned counsel, respectfully submits this Memorandum in support of his Motion for grant of a Preliminary Injunction against Respondent, the National Collegiate Athletic Association, as follows:

Summary of Argument

Trinidad Chambliss (“Trinidad”) and the University of Mississippi (“Ole Miss”) were never going to receive fair and good faith consideration of Ole Miss’s request for an additional season of eligibility from the National Collegiate Athletics Association (“NCAA”), and that’s *exactly what the NCAA intended*. The NCAA offers a “waiver rule” for the specific purpose of granting an additional year of eligibility, and Ole Miss provided evidence sufficient to satisfy all of its requirements. However, the NCAA’s directives to its staff and committees nullify the waiver rule and render it illusory.

In considering and deciding whether to waive its “Five to Play Four” rule and grant an additional season of eligibility, the NCAA literally instructed its staff to unconditionally “***deny*** cases requesting … additional seasons of competition,” regardless of the evidence. Even on appeal of the initial staff-level denial, the NCAA’s directives establish a predisposition prejudicial to the student-athlete by proclaiming the appellate committee is “***inclined to deny***”

the waiver request despite the evidence. Why even have a waiver rule, since denial is predetermined and engagement in the NCAA’s waiver request process is futile?

But this incongruity illustrates the problem – even though the NCAA admits its unfairness as an adjudicator, its bylaws (*i.e.*, a contract) *do contain* the waiver rule, and inclusion of the waiver rule in its bylaws obligates to operate in good faith and apply it fairly. The NCAA’s performance of that duty, one of good faith and fair dealing, extends to Trinidad as a third-party beneficiary of the contract, and the NCAA, in numerous ways which include its predetermination of denial, breached the legal duties it owed to Trinidad.

As a direct consequence of the breach, Trinidad seeks equity to protect him from imminent and irreparable harm of permanently losing his final season of intercollegiate eligibility, which is not subject to monetary valuation, and losing the related Name, Image, and Likeness (“NIL”) opportunities flowing therefrom, which can only be partially quantified. The NIL opportunities will disappear with a loss of eligibility. The facts pertinent to Trinidad’s claim, and his circumstances which will materially worsen in less than a month, warrant grant of a preliminary injunction.

Underlying Facts

I. Trinidad’s Medical and Collegiate Athletic History

In the early summer of 2025, Trinidad transferred from Ferris State University (“Ferris State”) to Ole Miss. Even though Trinidad first enrolled at Ferris State in the fall of 2021, he had only participated in two seasons of competitive football – 2023-2024 and 2024-2025 – at the time of his transfer to Ole Miss. Trinidad’s in-season competition at Ole Miss in the fall of 2025 was only his third season of active competition. Unless this Court grants the preliminary and permanent injunctive relief sought in this Cause, Trinidad will be deprived of a fourth season of

competition, the benefit which flows to him through the NCAA's contracts with member institutions.

Trinidad's medical conditions and illnesses from 2020 through the fall of 2022 explain why he only participated in Ferris State's practices and was not afforded the opportunity to compete against outside teams during academic years 2021-2022 and 2022-2023. Through the fall of 2022 season, he was not a healthy young man capable of training, conditioning, and developing athletically when he enrolled at Ferris State in 2021. He was beset by complications of mononucleosis, COVID-19, chronic tonsillitis, chronic adenoiditis, and adenotonsillar hypertrophy, all of which incapacitated him from attaining a state of athletic development sufficient to undergo and endure the physical rigors of college football at a competitive level.

Ferris State "redshirted" Trinidad in the 2021-2022 academic year and considered him redshirted in the 2022-2023 academic year, even though Ferris State may not have filed the proper redshirt paperwork for year 2022-2023. *See, Ex. "4,"* Sarah Higley letter to NCAA.¹ Since Trinidad has no right to even communicate directly with the NCAA, any documentation failures by Ferris State are not attributable to him.

Trinidad, born August 24, 2002, is twenty-three (23) years old. At age fifteen, in June of 2017, he was exposed to the Epstein-Barr virus ("EB virus") and contracted infectious mononucleosis. *See, Ex. "6,"* Medical Records.² He recovered from this initial bout of

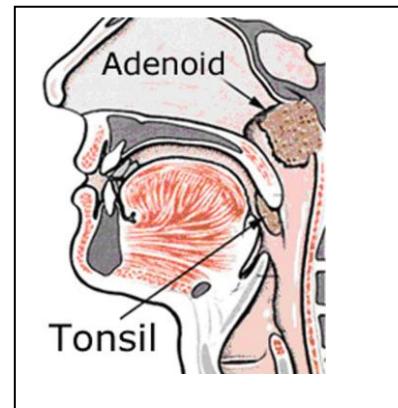
¹ According to Ms. Higley, Ferris State's Assistant AD, if Trinidad would have remained at Ferris State he would have been eligible to play football in the fall of 2026. Under Division II rules, full-time student-athletes may play in ten semesters of competition, and those semesters are not subject to the Division I Five-year rule. Trinidad could have extended his eligibility into the fall 2026 season simply by electing to be a part-time student in the spring of 2026. Ex. "4".

² All references in this Memorandum to the medical conditions, illness, complications, and treatment of Trinidad are based upon his medical records which document the same. The same medical records were submitted to the NCAA in connection with Ole Miss's eligibility waiver request. Because Trinidad's Motion for Preliminary Injunction seeks to preclude imminent and irreparable harm, he requests that the Court, in its discretion, consider his medical records

mononucleosis, but the EB virus remained in his body. After the acute symptoms subside, most patients do not experience a recurrence of mononucleosis - the body's immune system keeps the virus dormant and inactive. But for some patients with weakened immune systems mononucleosis symptoms may recur, and such symptoms did recur in Trinidad on or about May 4, 2020.

In May of 2020, now seventeen years old, Trinidad experienced mononucleosis symptoms which more severe and debilitating than his symptoms in 2017. In 2020 he experienced fever, nausea, loss of appetite, muscle weakness, breathing difficulties, and fatigue. Fatigue is the overriding symptom of mononucleosis, and its effects can last for months. As a result of this second bout of the disease, Trinidad experienced significant swelling of the tissues of his neck, throat, and nasal cavities that led to adenotonsillar hypertrophy.

Tonsils and adenoids, tissues in the throat and nasal cavity, are part of the body's immune system and help to trap pathogens that enter the body through the mouth and nose. Immune responses in these tissues can cause them to become enlarged, and the enlargement (*i.e.*, hypertrophy) can become chronic. Chronic hypertrophy of tonsils and adenoids (*i.e.*, adenotonsillar hypertrophy) can be problematic for athletes with heavy respiratory demands during periods of physical exertion, and even problematic for any person because of the location of tonsils and adenoids in the body. The inset diagram is a correct anatomical depiction of the location of the tonsils and adenoids. Both glands are positioned at locations where their swelling and enlargement can result in blockage of the throat and nasal cavities, the body's



and all other exhibits attached to his Motion, all of which will be properly authenticated under the Mississippi Rules of Evidence during the discovery phase of this Cause.

respiratory airways.³ If the tonsils and adenoids are enlarged, they are likely to cause obstructive sleep apnea, a disorder in which the airways are obstructed during sleep. This disorder significantly reduces sleep quality and results in day-time fatigue and lethargy.

Shortly after Trinidad convalesced from the acute symptoms of mononucleosis in 2020, he contracted the COVID-19 virus and was diagnosed with this disease on December 31, 2020. He experienced the acute COVID-related symptoms of fatigue, nasal congestion, and loss of taste and smell. As medical research now recognizes, this disease can linger and become long-COVID in which symptoms of extreme fatigue, shortness of breath, irregular heartbeat, headaches and dizziness persist for months or even years. COVID-19, a viral infection, also causes viral pharyngitis and tonsillar inflammation. Thus, within a year of going to college at Ferris State, Trinidad suffered a “double whammy” of mononucleosis and COVID-19 – which infected, enlarged and damaged the immune system tissues – tonsils and adenoids - in his airways.

Trinidad’s tonsillitis, adenoiditis, and adenotonsillar hypertrophy persisted after he enrolled at Ferris State in the summer of 2021. He experienced recurrent incidents of swelling, inflammation, and infection of his tonsils and adenoids. These maladies rendered him incapable of adequately training and conditioning to get in “football shape.” He never played a single snap in any Ferris State game against outside competition in the fall of 2021.

In the summer of 2022, Trinidad’s general medical practitioner referred him to Dr. Anthony Howard, a board-certified otolaryngologist (ENT specialist) in Trinidad’s hometown of Grand Rapids, Michigan. Dr. Howard examined Trinidad on August 1, 2022, *immediately before*

³ At hearing on Petitioner’s Motion for preliminary injunctive relief, Petition will present – by testimony or affidavit – the opinions of a qualified medical expert to affirm the anatomical and other medical information set forth in this Memorandum.

his return to Ferris State for the fall 2022 football season. Dr. Howard's medical records, all of which Ole Miss provided to the NCAA, reflect Dr. Howard's recognition that surgery was warranted, and he recommended surgery to Trinidad in August of 2022. The indications for surgery – the chronicity and recurrence of Trinidad's illnesses and his then physical condition – are clearly documented in Dr. Howard's records. Dr. Howard noted Trinidad's history of recurrent tonsil infections following mononucleosis in December of 2020 and complaints of upper respiratory distress, sore throats, night-time snoring, and shortness of breath. On physical examination of Trinidad on August 1, 2022, Dr. Howard found and recorded that Trinidad's “[t]onsils show 3+ bilaterally and are exophytic,” meaning that Trinidad's tonsils were substantially enlarged with fleshy protrusions emanating from his tonsil tissue. Dr. Howard diagnosed Trinidad with *chronic* tonsillitis, adenoiditis, and adenotonsillar hypertrophy. These conditions would remain chronic and recurring through the fall 2022 season.

Bilateral tonsils, for the purpose of describing their size, are graded. Grade four (4) tonsils are so large that they touch each other at the midline of the mouth and present a 75% or greater obstruction of the oral airway. Grade three (3) tonsils obstruct between 51% to 75% of the oral airway and are known to cause snoring, obstructive sleep apnea, and difficulty swallowing. At a grade of “3+”, the obstruction of Trinidad's oral airway was on the higher side of the 51% to 75% range, a degree of enlargement that not only affected his ability to peacefully sleep and avoid fatigue from lack of rest, but which also significantly impeded his ability to breathe when engaging in physical or exercise-related exertion.

Dr. Howard recommended surgery on August 1, 2022 because, as he told Trinidad, he would continue to experience throat soreness, snoring, sleep apnea, nasal congestion, reliance on mouth-breathing, and recurrent illnesses due to his chronic tonsillitis, adenoiditis, and

adenotonsillar hypertrophy. Dr. Howard's medical record reflects his concern that these conditions will impair Trinidad's ability to attend and participate in school. Trinidad probably should have undergone surgery in August of 2022, but he was understandably concerned that the projected six-to-eight-week recovery period would prevent him from engaging in any level of participation on the Ferris State football team in 2022. Trinidad opted for medical management of his conditions, and Dr. Howard prescribed him Singulair, an asthma drug, and Flonase, a nasal decongestant spray, to manage his symptoms.

Trinidad's symptoms persisted through the fall of 2022, even episodes of infection waned over time with his use of the prescribed medications. Still, his tonsillitis and adenoiditis remained chronic, and his airways continued to be obstructed by his adenotonsillar hypertrophy, persistent conditions which Dr. Howard noted during his examination of Trinidad on December 21, 2022, *immediately after* Ferris State's fall 2022 football season. Because of these chronic conditions, their symptoms, and their effect on Trinidad's ability to train and condition his body for intercollegiate competitive football, Trinidad did not play in any Ferris State game against outside competition in the fall of 2022.

Fortunately, the flare-ups of Trinidad's chronic tonsillitis and adenoiditis decreased in 2023 such that Trinidad was finally able to properly train and condition his body for competition. He saw very little game action in the fall of 2023, playing sporadically in about five games in "mop-up" duty once Ferris State scored enough points to ensure the wins. Trinidad still experienced instances of shortness of breath when physically exerting himself, but he weathered these spurts of respiratory distress better in 2023 and 2024 due to his improved physical condition.

But as chronic diseases tend to do, his conditions flared up and manifested as recurrent adenotonsillar infections in 2024. Trinidad reported several episodes of recurring infection to his ENT on November 20, 2024. The medical records of that date note his chief complaints of enlarged tonsils, several episodes of pharyngitis over the past year, snoring, and difficulty breathing through his nose.

Medical management having failed, Trinidad opted for surgery which he underwent on December 30, 2024. Dr. Howard's operative note memorializes his performance of an adenotonsillectomy procedure on Trinidad under general anesthesia. Upon removal of his tonsils and adenoids, Dr. Howard noted that Trinidad's tonsils were "3+ bilaterally," his adenoids were "2+," and "cryptic" tonsils with "tonsil stones." Cryptic tonsils have deep holes, called crypts, that trap food particles, mucus, and bacteria which hardened into stones embedded in Trinidad's tonsils.

After recovering from surgery in December 2024, Trinidad transferred to Ole Miss and for the first time in years felt completely healthy.⁴ He began his career as Ole Miss's quarterback in the second game of the fall 2025 season, remained the starter throughout the remainder of the season, and led Ole Miss to the semi-final round of the College Football Playoffs. He received multiple post-season awards, including the Connerly Trophy and SEC Newcomer of the Year. At present, Trinidad is projected to be a leading candidate for the Heisman Trophy if he is allowed to compete in the 2026-2027 college football season.⁵

⁴ Trinidad's decision to transfer in the spring of 2025 was made in reliance on representations by compliance personnel at Ferris State and Billy Glasscock, Ole Miss's former General Manager of Football Operations, that 2025-2026 would constitute only his third year of active participation in college football competition and that he would be eligible to play a fourth season of college football in 2026-2027.

⁵ *Trinidad Chambliss making me wish I had by Heisman Trophy ballot back*, B. Toppmeyer, USA Today, 1/7/2026, publicly available at <https://www.usatoday.com/story/sports/ncaaf/2026/01/07/trinidad-chambliss-waiver-heisman-trophy-voting-fernando-mendoza-ole-miss-qb> (last visited Jan. 23, 2026); and *Way-too-early Heisman Trophy contenders: Who could win award in 2026?*, A. Curtright, USA Today Network, 1/22/2026, publicly available at

II. The NCAA's Mission and Purported Purpose

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 organizes and regulates its three-division system to create an opportunity for fair competition and to provide broad opportunities for participation.⁶

At all times pertinent hereto, Ole Miss and Ferris State have been member institutions of the NCAA, with Ole Miss offering a Division I college football program and Ferris State offering a Division II college football program. Division I and Division II of the NCAA annually publish manuals containing their respective bylaws which govern competition, student-athlete eligibility, and enforcement.⁷ Ole Miss and Ferris State, as NCAA member institutions, have agreed to be bound by these bylaws, and the NCAA oversees their enforcement. Because the NCAA controls all Division I, II, and III college football in the United States, it is a monopoly that controls the eligibility and fate of student-athletes.

Trinidad had no opportunity to agree to, reject, or seek to modify the NCAA's bylaws. The bylaws do not grant student-athletes any right to participate directly in NCAA governance or committee proceedings or any right to even request a waiver or other relief directly from the NCAA. Only a member institution, such as Ole Miss, has standing under the bylaws to request a waiver or other decision pertinent to a student-athlete.

<https://www.usatoday.com/story/sports/ncaaf/2026/01/22/way-too-early-heisman-trophy-contenders-2026> (last visited Jan. 23, 2026). Trinidad is the first of the intercollegiate student-athletes who are listed as Heisman Trophy contenders in the above USA Today Network article published January 22, 2026.

⁶ Overview, NCAA, <https://www.ncaa.org/sports/2021/2/16/overview.aspx>, (last visited Jan. 14, 2026).

⁷ The contracts in issue in this action are the NCAA Constitution and the NCAA Division I and Division II Bylaws, voluminous documents which are publicly available at <https://ncaapublications.com>. The contractual provisions set forth in the bylaws are incorporated in this Memorandum by reference.

Under law, the NCAA owes Trinidad a duty of good faith and fair dealing. There should be no dispute that the NCAA is likewise obligated under its own rules. 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.*

III. Pertinent NCAA Bylaws and Policies

A. Trinidad has only Competed in Three Seasons of College Football

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 count

toward 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. A Division II football player does not “use” or exhaust a “season of competition” unless he compete[s] in up to three contests in a season. Div. II Bylaw 14.4.3.4.1.7.

Under Division II rules, which applied to Trinidad in the years 2021-2022 and 2022-2023, Trinidad could participate in practices and 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.

In 2022-2023 Trinidad did not compete in any contests at Ferris State against outside competition, and therefore, did not use or exhaust any eligibility in the 2022-2023 academic year. His first season of competition was 2023-2024; his second season of competition was 2024-2025; and his competition in the fall 2025 season at Ole Miss was only his third season of competition. Under principles of equity, Trinidad is entitled to a fourth season of competition, just like the vast majority of all other intercollegiate football players in America.

(B) NCAA Waiver Criteria and Policies

Within the NCCA framework, Trinidad has no individual right to challenge the following rule: “Only a student-athlete who meets the [NCAA’s] governing athletics eligibility legislation and interpretations is eligible for intercollegiate athletics participation in a particular sport.” Div. I Bylaw 12.02.1. Because Trinidad wants and is entitled to a fourth season, he has no recourse other than to petition this Court to grant it.

In its “Five to Play Four” rule, the NCAA declares that a student-athlete shall not engage in more than four (4) seasons of intercollegiate competition in any one sport, provided that his seasons of competition conclude within five (5) years from the date on which he first registers for college. Div. I Bylaw 12.6.1. The NCAA contends that Trinidad was capable in competing in college football in 2022-2023, and it has applied its five-year rule to Trinidad, who first enrolled at Ferris State in 2021, to time out his eligibility. However, the NCAA need not be so heavy-handed, since it could have, in fairness, considered Trinidad’s limited seasons of actual competition to grant a waiver of the five-year rule. By its very inclusion of a waiver rule in its bylaws, the NCAA should recognize that good faith and fair dealing demand exceptions be made to harsh application of the five-year clock.

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. This level of absolute discretion demands that the NCAA actually be fair and reasonable in application and adjudication of its waiver rule set forth in Division I Bylaw 12.6.1.7.1.

A waiver of the Five-year rule is designed “*to provide a student-athlete with the opportunity to participate in four seasons of intercollegiate competition.*” *Id.* The waiver may be granted based on “*objective evidence*” under certain circumstances, including but not limited to:

- 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.

Under the waiver criteria, if fairly and reasonably interpreted and applied in good faith, Trinidad satisfies its requirements. He was redshirted by Ferris State in the fall of 2021. He was on Ferris State's squad list and eligible during the segment of the fall 2022 season that concluded with Ferris State winning a national championship. And, because of his medical conditions, he was deprived of the opportunity to participate in intercollegiate competition in the fall of 2022 due to circumstances beyond his or Ferris State's control.

The NCAA bylaws do not provide an exhaustive list of circumstances deemed to be beyond the control of the student-athlete or institution. At best, the bylaws suggest circumstances considered to be beyond the control of the student-athlete or the institution. These 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. The NCAA’s Division I Manual does not define or identify what physical or mental conditions are “incapacitating,” and logically, such determinations must be made by qualified medical professionals. Trinidad contends that his treating physician, Dr. Howard, is the medical professional best suited to provide such medical determinations and opinions.

In assessing whether an injury or illness is incapacitating, the NCAA instructs its staff to use the same analysis it applies to “hardship waivers.” Under the hardship criteria, “[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, under the hardship criteria:

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. Thus, the NCAA does not limit itself to consideration of only “contemporaneous” medical documentation.

On November 19, 2024, the NCAA’s 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. Accordingly, NCAA staff is authorized to use “contemporaneous *and non-contemporaneous* medical documentation *and other supporting documentation* demonstrating the student-athlete was incapacitated.” *Id.*

IV. Ole Miss’s Request for Eligibility Waiver & NCAA Response

Ole Miss provided the NCAA with voluminous medical records on Trinidad spanning the multiple years of his illnesses, including the medical records of Dr. Howard contemporaneous to the fall 2022 football season. In addition, Ole Miss provided the NCAA with Dr. Howard’s written expert opinion, which establishes Trinidad’s incapacity to compete in college football in the fall of 2022, and other letters from witnesses with personal knowledge of Trinidad’s conditions and their impairment of his development. The NCAA ignored this conclusive evidence, in violation of its own policies.

Ole Miss submitted its request for eligibility waiver to the NCAA in approximately October of 2025 and provided the NCAA with additional documentation on November 24, 2025. The documentation provided included approximately ninety-one (91) pages of medical records and a letter from Dr. Howard, Trinidad’s board-certified otolaryngologist. Pertinent excerpts of Dr. Howard’s letter, attached as Exhibit “1” to the Motion, state as follows:

Throughout the 2022 football season and into the 2023 athletic year, [Trinidad] 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.***

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.

Ole Miss also provided the NCAA with letters from witnesses with personal knowledge of Trinidad's physical condition in the fall of 2022 - Tony Annese, Ferris State's Head Football Coach, and Brett Knight, Ferris State's former Assistant AD-Sports Medicine. Brett Knight's letter, Exhibit "2" to the Motion, states:

During the fall athletic and academic calendar of 2022 Trinidad Chambliss suffered from multiple conditions and illnesses that interfered with his ability to participate in athletic related activities. Trinidad was seen in the athletic training room on several occasions due to ongoing complaints of illness. He was referred to a specialist ENT to further evaluate his chronic tonsillitis with breathing complications. During this time the combination of acute and chronic illness impeded Trinidad's ability to consistently engage in athletic activity including weight training, conditioning, and football practice.

Coach Annese's letter, Exhibit "3" to the Motion, states:

I am writing in support of Trinidad Chambliss' request for an additional year of eligibility. During the 2022 season, Trinidad was suffering from some serious medical conditions. He was being treated for Post COVID complications that included heart palpitations and chest pains. In addition, he was suffering from Chronic tonsillitis and adenoiditis that severely impacted his breathing, sleep and overall physical condition.

In a December 8, 2025 phone call with Taylor Hall, Ole Miss's Senior Associate Athletics Director for Compliance, a NCAA staff member verbally denied the waiver request due to an alleged lack of contemporaneous medical documentation, even though the staff member admitted that Dr. Howard's letter sufficiently demonstrates Trinidad's incapacity during the 2022-2023 season. The NCAA's stated reason for denial – an alleged lack of contemporaneous documentation – was a mere pretense for denial that was driven by the NCAA's standing directive to deny all requests for additional seasons of competition.

Ole Miss timely appealed the verbal denial to the appropriate NCAA Committee which denied the request on January 9, 2026, because the committee is "inclined to deny" them under the directive. To further demonstrate its bias against student-athletes, particularly Trinidad, the NCAA issued public statements concerning the denial on the NCAA's website and on X.com (formerly Twitter).⁸ These press releases by the NCAA were false or misleading in multiple respects:

(a) The NCAA stated, "[a]pproval 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." As factually demonstrated above, this statement is utterly false;

⁸ The NCAA's issuance of a public statement on social media about the outcome of a waiver request is, to counsels' knowledge, unprecedented. 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. Sadly, Trinidad learned of the denial by seeing it on social media.

(b) The NCAA stated, “[t]he 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; and

(c) The NCAA stated, “the 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 misrepresents the information that Ferris State provided to the NCAA. Ferris State’s letter to the NCAA regarding Trinidad states: “The decision to redshirt Trinidad in fall 2022 was based on *his developmental needs* and our team’s competitive circumstances at that time. 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.” *See, Ex. “4.”*

The timing of the NCAA’s false public statements could not be more ironic. As noted above, the NCAA issued its press release on the morning of January 9, 2026. On the night before its press release Trinidad competed against the University of Miami and its quarterback Carson Beck in a playoff game at the Fiesta Bowl. At the time of that contest, Carson Beck had been playing college football for over six (6) years.

The NCAA continues to postpone making a final decision on Ole Miss’s waiver request, toying with Trinidad’s future and trying to force him to end his intercollegiate athletic career. For lack of better words, with important National Football League (“NFL”) deadlines looming, the NCAA is in bad faith attempting to “run out the clock” on Trinidad’s collegiate career.

Argument

I. The Standard for Grant of Preliminary Injunctive Relief

The equitable remedy of a preliminary injunction is within a Chancery Court's jurisdiction and may be granted before full adjudication on the merits. *Germany v. Germany*, 123 So.3d 423, 434 (Miss. 2013); *Miss.R.Civ.P.* 65, Adv. Comm. Note (preliminary injunction provides relief before the merits of the case are resolved). Grant of a preliminary injunction is a matter committed to the Court's sound discretion. *A-1 Pallet Co. v. City of Jackson*, 40 So.3d 563, 568 (Miss. 2010).

The four factors or prerequisites for grant of a preliminary injunction are: (1) there exists a substantial likelihood that plaintiff will prevail on the merits; (2) the injunction is necessary to prevent irreparable harm; (3) the threatened harm to the applicant outweighs the harm the injunction might do to the respondent; and (4) the injunction is consistent with (will not disserve) the public interest. *Favre v. Jourdan River Estates*, 148 So.3d 361, 371 (Miss. 2014); *Justice v. Hoseman*, 829 F.Supp.2d 504, 510 (N.D. Miss. 2011). The party seeking the injunction carries the burden of persuasion by a preponderance of the evidence. *His Way, Inc. v. McMillin*, 909 So.2d 738, 744 (Miss. App. 2005); *B.A. v. Mississippi High School Activities Ass'n, Inc.*, 983 F.Supp.2d 857, 863 (N.D. Miss. 2013).

“Perhaps the single most important prerequisite for the issuance of a preliminary injunction” is the likelihood that Petitioner will “suffer irreparable harm before a decision on the merits can be rendered.” *Trinity USA Operating, LLC v. Barker*, 844 F.Supp.2d 781, 786 (S.D. Miss. 2011). “[I]t is not necessary to demonstrate that the harm is inevitable.” *Jackson Womens’ Health Organization v. Currier*, 940 F.Supp.2d 416, 423 (S.D. Miss. 2013). Petitioner need only

show a “significant threat” of imminent injury. *Id.*; *Brooks v. City of Jackson*, 51 So.2d 274, 255 (Miss. 1951).

“An injury is irreparable when it cannot adequately be compensated in damages or where there exists no certain pecuniary standard for the measurement of the damages.” *Pitts v. Carothers*, 12 So. 830, 832 (Miss. 1929). “[I]n a legal sense,” the injury is irreparable “[w]here the extent of the prospective injury is uncertain or doubtful,” making it “impossible to ascertain the measure of just reparation.” *Id.*

Courts are authorized to balance the evidence in determining whether a petitioner has carried his burden of persuasion. The factors “are not … disconnected” but “enjoy a direct relationship such that the strength of one showing lessens the necessity of another.” *Trinity*, 844 F.Supp.2d at 786. “For example, a movant with a clear, unchallengeable right to legal relief will have a lighter burden of proof regarding the risk of irreparable injury; likewise, a party seeking to enjoin behavior that undoubtedly will result in a wound that no court could possibly heal will be entitled to an injunction even when its likelihood of success on the merits is less than indisputable.” *Id.*

A hearing on a preliminary injunction is not adjudicatory hearing, and consequently, a court may consider evidence that would not otherwise be competent or admissible at a full trial on the merits, including hearsay to the extent of its probative value. 43A C.J.S. Injunctions § 344 *Admissibility of Evidence in Action for Injunction; Stack v. Whitney Nat. Bank*, 789 F.Supp. 753, 758 (S.D. Miss. 1991) (“not necessarily inappropriate for a [court] to consider hearsay” in hearing for a preliminary injunction.). Because a party “is not required to prove his case in full at a preliminary injunction hearing,” “[a] preliminary injunction is customarily granted on the basis of procedures that are less formal and on evidence that is less complete than a trial on the

merits.” *Federal Savings & Loan Ins. Corp. v. Dixon*, 835 F.2d 554, 558 (5th Cir. 1987). The Rules of Evidence are less strictly applied “in order to serve the primary purpose of preventing irreparable harm before a trial can be held.” *Id.* In addition, the Court may take judicial notice of stories in newspapers and on internet news sites to the extent of their probative value. *General Elec. Co. v. West Feliciana Parish Hosp.*, 2016 WL 7007504, *14 n. 11 (M.D. La. Nov. 29, 2016).

“It is settled law in [Mississippi] that a person has a right to maintain an action to restrain the infliction of an injury to his property, person, or reputation,” even where the offender is “claiming to act under lawful authority.” *McKee v. Hogan*, 145 Miss. 747, 777 (1926). The right to injunctive relief may arise from contractual obligations, as it does here. *Masonite Corp. v. Int’l Woodworkers of America*, 215 So.2d 691, 698 (Miss. 1968). Substantive law only requires that “an application for injunctive relief be predicated upon some legal or equitable claim which will, at some point, proceed to the merits.” *Greater Fairview Missionary Baptist Church v. Hollins*, 160 So.3d 223, 229 (Miss. 2015).

II. There is a Substantial Likelihood that Trinidad Will Prevail on the Merits

A. Trinidad is a Third-Party Beneficiary

The NCAA’s rules, agreed to by the NCAA and its member institutions, constitute a contract. *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.*”). The contract at issue expresses the NCAA’s “commit[ment] to the well-being and development of student-athletes,” and its stated purpose “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.”⁹ Further, the NCAA supposedly “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.”¹⁰ Under law, Trinidad is a third-party beneficiary of the NCAA-Ole Miss contract and the NCAA-Ferris State contract.

Under Mississippi law, student-athletes are deemed to be “intended third-party beneficiaries” of contracts made for their benefit by voluntary athletic associations and their member institutions. *Mississippi High School Activities Assoc., Inc. v. R.T.*, 163 So.3d 274, 280 (Miss. 2015). Upon finding that the Mississippi High School Athletic Association’s (“MHSAA”) rules on “eligibility” “clearly benefit and apply to [and] affect” student-athletes, the Mississippi Supreme Court held that “student-athletes have standing to challenge adverse eligibility determinations.” *Id.* at 179. The *R.T.* Court’s based its decision on principles of fairness and common sense:

While it generally is true that high school students have no legally protected right to participate in high school athletics, once a school decides to create a sports program and establish eligibility rules, the school – or as in this case, MHSAA – *has a duty to follow those rules*; and it may be held accountable when it does not do so.

Without the students, there would be no school, no principal, no school board, no MHSAA, and no athletic program, so we find it fairly obvious that high school student-athletes are among the intended beneficiaries of high school athletic programs, and the rules that govern them ...

R.T., 163 So.3d at 280.

This decision of the Mississippi Supreme Court is in accord with decisions from other jurisdictions establishing that intercollegiate student-athletes are third-party beneficiaries. *See*,

⁹ Div. I Manual, Const. Preamble.

¹⁰ NCAA Div. I Comm . Student-Athlete Reinstatement Guidelines, rev’d May 2025.

Battle, 2024 WL 4685604 at *4 (student-athlete stated cognizable claim as third-party beneficiary); *Oliver v. NCAA*, 920 N.E.2d 203, ¶ 27 (Ohio 2009) (decision vacated pursuant to settlement); *Bloom v. NCAA*, 93 P.3d 621, 624 (Colo. App. 2004) (student-athlete has standing as a third-party beneficiary).

B. The NCAA Owes Trinidad a Duty of Good Faith and Fair Dealing

The NCAA's contracts with Ole Miss and Ferris State hold Trinidad hostage. In academic year 2026-2027, he cannot play intercollegiate football in Division I, II, or III unless he is granted an additional season of competition per the NCAA's rules. He is involuntarily controlled by the NCAA's rules, even though he has no individual rights thereunder, not even the right to directly petition the NCAA. Having such extensive power, it is essential that the NCAA operate in good faith and exercise the utmost fairness in its dealings with Trinidad.

All contracts, including the ones *sub judice*, 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, [one] which is consistent with [the] justified expectations of the other party." *Cenac v. Murry*, 609 So.2d 1257, 1272 (Miss. 1992). In Mississippi, this duty 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 breach of an express provision of the contract. *In re Evans*, 2012 WL 2374237, *18 (S.D. Miss. June 22, 2012).

Good faith and fair dealing prohibit a party from doing, or refrain from doing, any 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). Here, the benefit flowing from the contract to Trinidad is the opportunity to actually compete in four seasons of intercollegiate

football. The law prohibits the NCAA from interfering with Trinidad's opportunity to realize that benefit, but the law also requires the NCAA "to take ... affirmative steps to cooperate in achieving [this] goal." *Cenac*, 609 So.2d at 1272 (quoting Farnsworth, *Contracts* § 7.17, 526-27 (1982)). Thus, even if Ole Miss or Ferris State erred in any way in documenting Trinidad's history or in the waiver request process, the duty of good faith and fair dealing charges the NCAA with the responsibility to help Trinidad find a path under its rules to receive the benefit of a fourth football season.

C. The NCAA Breached its Duty of Good Faith and Fair Dealing

Breach of the duty of good faith and fair dealing occurs where there is any 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 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 (cleaned up) (emphasis added).

Here, the NCAA breached the duties it owed to Trinidad and exhibited bad faith in numerous respects, as clearly shown by evidence:

(a) The NCAA concocted a false reason for denial of Ole Miss's waiver request – its contention that the ninety-one pages of medical records Ole Miss submitted are not "contemporaneous" to Ferris State's fall 2022 football season. Its basis for denial is facially false and unreasonable, given (1) that the medical documentation includes records reflecting examination and treatment of Trinidad by his otolaryngologist *immediately* before and *immediately* after the fall 2022 season, and (2) because "contemporaneous" means happening in

“the same *period* of time,”¹¹ not at the same exact time. A *reasonable* interpretation is that medical records immediately before and immediately after the fall 2022 season are indeed contemporaneous to that season, but the NCAA chose to play semantics, taking a contrived and irrational view of the submitted evidence. In retrospect, this is not surprising given the NCAA’s directive to deny requests for additional seasons of eligibility, regardless of their merit;

(b) By insisting on “contemporaneous” information, even under the NCAA’s absurd definition, the NCAA ignored its own policies which require use of both “contemporaneous and *non-contemporaneous* medical documentation and *other supporting documentation*, and then unreasonably refused to consider all of the documentation provided by Ole Miss under the “totality of the circumstances” standard it pledged to apply;

(c) The NCAA failed to investigate from a medical perspective the combination of serious illness that incapacitated Trinidad in the fall of 2022. As attested by his treating physician and others, Trinidad’s poor state of health presented a clear case of incapacity to participate in intercollegiate football at any competitive level in the fall of 2022, which the NCAA unreasonably, or intentionally, failed to appreciate.

(d) The NCAA unfairly excluded from its consideration the letter from Dr. Anthony Howard, Trinidad’s treating physician, which speaks directly to the issue of Trinidad’s incapacitation, or unfairly failed to afford the letter proper import in its deliberative process, since the content of Dr. Howard’s letter provides detailed and substantial information which satisfies all elements of the waiver criteria;

¹¹ See <https://dictionary.cambridge.org/us/dictionary/english/contemporaneous> and <https://www.dictionary.com/browse/contemporaneous> (last visited January 14, 2026).

(e) The NCAA unreasonably failed to consider and apply for Trinidad's benefit its own Division I & II countability bylaws, which demonstrate that spring and fall practices, even inter-team scrimmages, do not count and do not exhaust a season of competition for Trinidad. Such failure by the NCAA dishonors the primary purpose of its waiver rule (Div. I Bylaw 12.6.1.7.1) - "to provide a student-athlete with the opportunity to participate in four seasons of intercollegiate competition;"

(f) As detailed in the factual section of this Memorandum, the NCAA issued false and misleading public statements related to the eligibility waiver request for Trinidad which evidences the NCAA's bad faith in the premises; and

(g) The NCAA's unreasonable and unfair denial of an additional season of competition for Trinidad, even though the evidence establishes Trinidad's entitlement to an additional season. The NCAA offers no information that contradicts or disputes the submitted evidence, because it has none.

Further, the NCAA's supreme act of bad faith is subjecting Ole Miss, and by extension Trinidad, to the farce it calls a waiver request process in which the outcome is already determined. The NCAA intentionally designed this process to be inherently unfair to student athletes, regardless of the merits of their requests. Trinidad invites the Court to review the NCAA's "denial" directive, attached as Exhibit "5" to the Motion. The directive states, in pertinent part:¹²

¹² The NCAA Directive referenced in the text box is from pages 3-4 of the NCAA Division I Committee for Legislative Relief Information Standards, Guidelines and Directives (Updated August 1, 2024") (emphasis added). This document is an admission against interest by the NCAA, a party opponent, and publicly available at https://ncaaorg.s3.amazonaws.com/committees/d1/clr/ D1CLR_Guidelines.pdf (last visited Jan. 22, 2026).



**NCAA Division I Committee for Legislative Relief
Information Standards, Guidelines and Directives
(Updated August 1, 2024)**

Bylaw 12.

1. Seasons of Competition: Five-Year Rule Legislation [Bylaw 12.8]

**Waivers Involving Requests for An Additional Season of Competition or
to Exempt Competition from The Use of a Season of Competition.**

- During its February 2022 meeting, the committee reviewed case precedent and recommended that staff deny cases requesting to exempt competition from the use of a season of competition or for additional seasons of competition. The committee noted that no other entity (other than the NCAA Division I Board of Directors) has the authority to act and determined that it would review these circumstances on a case-by-case basis but were inclined to deny ...

Given the NCAA's standing "denial" directive, an analogy to John Grisham's *The Rainmaker* is not misplaced.¹³ A pattern and practice to deny requests - or "claims" as they are known in an insurance context – is a hallmark of bad faith. *See, Le v. State Farm Fire & Cas. Co.*, 676 F. Supp. 3d 760, 765 (D. Ariz. 2023) (pattern and practice of acting adverse to the interests of its insureds admissible to prove bad faith); *Ex Parte Neal*, 713 So. 2d 956, 959 (Ala.

¹³ In *The Rainmaker*, author John Grisham wrote about a corrupt insurance company which instructed its staff to deny all claims, regardless of merit.

1998) (pattern and practice evidence establishes intent element necessary to succeed on bad faith claim); and *Radford Tr. v. First Unum Life Ins. Co. of Am.*, 321 F. Supp. 2d 226, 247 (D. Mass. 2004), (rev'd on other grounds, 491 F.3d 21 (1st Cir. 2007)) (disturbing pattern of erroneous and arbitrary benefits denials reflective of bad faith). Even the U.S. Supreme Court agrees that bad faith may be shown by a pattern of erroneous and arbitrary denials. *Metro. Life Ins. Co. v. Glenn*, 554 U.S. 105, 123 (2008) (citing *Radford*).

Hence, it made no difference what evidence Ole Miss submitted to NCAA because the outcome of the waiver request was predetermined to be unfavorable to Trinidad. Such conduct ought to be criminal, given that student-athletes like Trinidad are involuntarily bound by NCCA rules and forced to rely on the NCAA to fairly and impartially consider and adjudicate requests. Nothing less than Trinidad's collegiate career and his present and future livelihood rest in the hands of the NCAA, and the degree of its bad faith in the premises is reprehensible. The NCAA holds itself out as dignified and concerned with the well-being of student athletes, but in reality, it harbors a state of mind antagonistic and prejudicial to its student-athletes. Without student-athletes, the NCAA would cease to exist. The NCAA has pathetically strayed far from its mission.

These are just a few of the ways in which the NCAA breached its duty of good faith and fair dealing owed to Trinidad. Formal discovery of and from the NCAA will surely reveal more, and Petitioner welcomes it. Nevertheless, in this preliminary posture and by a preponderance of the evidence, Petitioner has clearly shown duties owed, duties breached, and a substantial likelihood of success on the merits.

III. Grant of a Preliminary Injunction is Necessary to Prevent Irreparable Harm

It is a “fundamental rule in Division I and Division II that student-athletes get[] four seasons of competition.” *Johnson v. Nat'l Collegiate Athletic Ass'n*, No. CV 25-60-M-KLD, 2025 WL 1790345, at *3 (D. Mont. June 26, 2025). The NCAA is denying Trinidad that opportunity, and the resulting harm to him is imminent and irreparable.

Because “[e]very game is crucial for a student-athlete and their team,” “courts have repeatedly found that college students suffer irreparable harm when they are denied the opportunity to play sports.” *Williams v. NCAA*, 2024 WL 397760, *3 (D. N.J. Feb. 2, 2024); *Ohio v. NCAA*, 706 F.Supp.3d 583, 599 (N.D.W.V. 2023). Denying eligibility deprives student-athletes of the opportunity to develop their skills in game-time conditions, to develop in-game rapport with teammates, to further their team's post-season hopes, to market their name, image and likeness, and to showcase their abilities to future employers. *Id.* “The absence of student-athletes from teams on gamedays could negatively impact a team's ranking and selection to tournaments. Moreover, it may have life altering impacts on the student-athlete's ability to pursue NIL deals and a professional career in their sport as well as impacts on their mental health.” *Ohio*, 706 F. Supp. 3d at 599. In the widely televised world of college football, “[i]t takes one throw, one catch, … one block to make a student athlete a household name across the nation.” *Id.* at 594.

The NCAA’s inaction in refusing to grant the requested waiver unduly prejudices Trinidad, who will lose the opportunity to showcase his talent on game days in front of cameras and live crowds in high-pressure situations with his teammates. He will lose the bond of brotherhood with his teammates, only forged by enduring sweltering pre-season camps together and by encouraging each other’s success throughout a grueling season of competition. He will

lose a year of intercollegiate development as a quarterback, essential for elevating his draft position to a higher round when he voluntarily chooses to go the NFL. He will also lose a chance to make history – be the first Ole Miss student-athlete to win a Heisman Trophy – which is not speculative or unlikely in the least. These benefits have real value, even though they are beyond monetary quantification.

Finally, the Name, Image, and Likeness (“NIL”) opportunities that flow from Trinidad’s collegiate achievements will be forever lost. At present these benefits are not fully identifiable, and if Trinidad’s eligibility is not judicially reinstated, the extent of his future NIL benefits will never be fully known. Trinidad’s receipt of future NIL benefits is not speculative; he is already marketable as evidenced by his appearance in a nationwide television commercial for AT&T.¹⁴ If Trinidad plays at Ole Miss in the fall of 2026, it is likely that his NIL relationship with AT&T will continue and that he will attract other corporate partners who seek to capitalize on his publicity rights.

Only a portion of the monetary losses that Trinidad will sustain by not competing in the fall 2026 season is known and quantifiable. The quantifiable amounts are the sum of revenue-share he would receive from Ole Miss in 2026-2027 and the NIL he would receive through The Grove Collective LLC over the same period of time. But again, the quantifiable amounts represent only a portion of his likely monetary losses, and mere recovery of the known and quantifiable monetary losses will not adequately compensate Trinidad. *Fourqurean v. NCAA*, 771 F.Supp.3d 1043, 1057 (W.D. Wisc. 2025) (overruled on other grounds, 143 F.4th 859) (“[A]lthough money damages may adequately compensate plaintiff for some missed NIL

¹⁴ *Trinidad Chambliss On Why He Wants To Return For Sixth Year In College, Talks Starring In AT&T Commercial*, DJ Siddigi, Forbes, 1/21/2026, publicly available at <https://www.forbes.com/sites/djsiddigi/2026/01/21/trinidad-chambliss-on-why-he-wants-to-return-for-sixth-year-in-college-talks-starring-att-commercial> (last visited Jan. 23, 2026).

opportunities, money damages would likely be insufficient (or too speculative) to adequately compensate him for the denial of the opportunity to play college football, continue building his brand, and go higher in the NFL draft.”).

Trinidad has clearly shown irreparable harm within the definition of that phrase under Mississippi law. *Pitts*, 12 So. At 832 (injury is irreparable where party cannot be adequately compensated in damage, where damages cannot be measured by a pecuniary standard, or where the extent of the injury is uncertain). Further, Trinidad’s impending injury is imminent. The NFL Combine begins on February 23, 2026, and the NFL Draft will commence on April 23, 2026.

The NCAA continues to protract and delay a final decision on Trinidad’s eligibility, and it’s apparent that the NCAA is trying to “run out the clock” by pushing Trinidad closer to the deadlines for NFL decisions. Trinidad has no more time to sit idly by while the NCAA, to serve its own interests, seeks to foreclose Trinidad’s right to voluntarily choose his path.

IV. The Threatened Harm to Trinidad Outweighs any Harm to the NCAA

The threatened harm to Trinidad far outweighs any potential harm to the NCAA or others if the NCAA is wrongfully enjoined. Arguably, no harm will be visited upon the NCAA, since Trinidad merely seeks what other intercollegiate student-athletes have been granted – waiver of the five-year rule so that Trinidad can actually compete in four seasons of college football. The NCAA customarily grants such extensions in cases of on-the-field injury that constitute medical hardship – a case of off-the-field illness that prohibited Trinidad from even taking the field of competition should be no different. In fact, the NCAA under threat of litigation recently granted an additional season of eligibility to Jason Onye, a Notre Dame defensive tackle, whose mental health issues prevented him from competing in prior seasons.¹⁵ Even if wrongfully enjoined in

¹⁵ *Notre Dame Football will get another year from D-tackle Jason Onye*, M. Berardino, South Bend Tribune, 1/20/2026, publicly available at <https://www.southbendtribune.com/story/sports/college/football/>

this instance, the NCAA will suffer no perceivable harm given its history of granting student-athletes six, seven, and sometimes eight seasons of eligibility.

For Trinidad, the threatened harm is real and consequential – he faces the loss of his intercollegiate athletic career. For the NCAA, the harm is minimal, if present at all. The balance of equities strongly favors the grant of a preliminary injunction against the NCAA.

V. Grant of Injunctive Relief is Consistent with the Public Interest

There is undeniable public interest in Trinidad receiving four seasons of actual college football competition. Allowing student-athletes to participate in four years of intercollegiate competition is consistent with the “fundamental” rules of Division I and II and the NCAA’s waiver rule. Trinidad’s teammates, coaches, and Ole Miss as an institution have a legitimate public interest in Trinidad’s availability for the fall 2026 season. Having a Heisman candidate lead the Ole Miss football team in the fall of 2026 will turn even more eyes toward Ole Miss, increase ticket sales, and allow television networks to negotiate higher advertising rates that ultimately trickle down to Ole Miss and other institutions. All of this will drive alumni, fans, new visitors, potential college students, and others to the Ole Miss campus and Oxford on 2026 football weekends. The result will enhance the Ole Miss brand, boost student enrollment, and increase commerce for the businesses and citizens of Oxford and Lafayette County, Mississippi.

Further, without the grant of injunctive relief, the NCAA’s most popular product – college football – will suffer by losing one of its most talented, exciting, and popular student-athletes. Frankly, the NCAA is shooting itself in the foot because losing Trinidad will visit more product-damage harm on the NCAA than the grant of relief requested in this Cause.

[2026/01/20/notre-dame-football-defensive-tackle-jason-onye-to-return-2026-mental-health-ncaa-petition-marcus-freeman](https://www.law.com/jalp/2026/01/20/notre-dame-football-defensive-tackle-jason-onye-to-return-2026-mental-health-ncaa-petition-marcus-freeman) (last visited Jan. 23, 2026).

VI. The NCAA is Not Entitled to Judicial Deference

The NCAA may argue that this Court lacks the authority to interfere in its decision-making process. That argument, if made, will be contrary to law. Gone are the days when courts follow a doctrine of non-interference in the affairs of the NCAA as a voluntary association.

As recognized in *Gulf South Conf. v. Boyd*, 369 So.2d 553, 556-57 (Ala. 1979):

We hold that the general non-interference doctrine concerning voluntary associations does not apply to cases involving disputes between college athletes themselves and college athletic associations. There is a cogent reason for this position. In such cases the athlete himself is not even a member of the athletic association; therefore, the basic "freedom of association" principle behind the non-interference rule is not present.

With respect to the NCAA specifically, the Supreme Court of Oklahoma declared:

It is asserted by the NCAA that judicial scrutiny of the bylaw is inappropriate. Courts are normally reluctant to interfere with the internal affairs of voluntary membership associations, however, in particular situations, where the considerations of policy and justice are sufficiently compelling judicial scrutiny and relief are available ... The necessity of court action is apparent where the position of a voluntary association is so dominant in its field that the membership in a practical sense is not voluntary but economically necessary. It was proper for the trial court to examine the validity of the bylaw.

Board of Regents of the Univ. of Oklahoma v. NCAA, 561 P.2d 499, 504 (Okl. 1977).

The Mississippi Supreme Court takes the same approach when the voluntary association in issue is non-governmental. In *Mississippi High Sch. Activities Ass'n, Inc. v. Hattiesburg High Sch.*, 178 So. 3d 1208, 1210(Miss. 2015), the Supreme Court held that the MHSAA, a voluntary but not governmental association, is not entitled to a state-agency-like standard of judicial review which inquires only whether the associations' decisions are arbitrary or capricious. Stating the issue succinctly, the Court disagreed that the MHSAA is entitled to "deferential" judicial

treatment: “[D]oes an aggrieved athlete, parent, or school ever have recourse from an adverse decision made by a private organization like MHSAA? The answer is simple: yes, if they allege a cognizable legal claim.” *Id.*

Trinidad has alleged a cognizable and ultimately successful claim against the NCAA which has treated him unfairly, unreasonably, and prejudicially in violation of the duty of good faith and fair dealing. In this moment, before a full-blown trial on the merits, Trinidad has demonstrated all of the requisites for grant of a preliminary injunction and respectfully requests that the Court grant such relief for the avoidance of imminent and irreparable harm.

Conclusion

For the above reasons, Trinidad respectfully moves the Court to enter its Decree granting his request for preliminary injunctive relief and preliminarily enjoining the NCAA from prohibiting Trinidad from practicing, playing, or otherwise participating on the University of Mississippi intercollegiate football team during the 2026-2027 academic year.

And, if Petitioner has pleaded for insufficient or improper relief, he now prays for all related and additional relief to which he may be entitled under principles of equity and good conscience.

Respectfully submitted this the 26th day of January, 2026.

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Certificate of Service

I, William Liston III, attorney of record for the Petitioner Trinidad Chambliss, hereby certify that I have served a true and correct copy of the above and foregoing document on all counsel and parties of record by filing the same utilizing the Court's system for electronic filing and by electronically serving the following counsel for the National Collegiate Athletic Association using his email address set forth below, as follows:

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So certified this the 26th day of January, 2026,

/s/ William Liston III
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