

**ORIGINAL**

IN THE SUPREME COURT OF THE STATE OF MISSISSIPPI

No. 2026-M-237

NATIONAL COLLEGIATE ATHLETIC ASSOCIATION,

Petitioner-Respondent,

vs.

TRINIDAD CHAMBLISS

Respondent-Petitioner.

*In re Petition to Appeal Interlocutory Order Entered on February 13, 2026, of the Chancery Court of Lafayette County, Third Judicial District, Honorable Robert Q. Whitwell, in Trinidad Chambliss v. National Collegiate Athletic Association, Case No. 36CH1:26-cv-00017-W*

**PETITION OF NATIONAL COLLEGIATE ATHLETIC  
ASSOCIATION FOR PERMISSION TO APPEAL FROM  
INTERLOCUTORY ORDER**

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**MOTION# 2026-709**

## INTRODUCTION

This case is about whether Petitioner-Respondent, the National Collegiate Athletic Association (“NCAA”), has final decision-making authority in the interpretation and application of its eligibility rules or whether its decisions are subject to appellate review by trial courts. This Court answered the foregoing question in *Mississippi High School Activities Association v. Hattiesburg High School*, 178 So. 3d 1208, 1217–18 (Miss. 2015) (“*Hattiesburg High*”). *Hattiesburg High* rejected the viability of a cause of action that sought review of a student-athletic association’s eligibility determination for arbitrariness. In an apparent effort to circumvent *Hattiesburg High*, Respondent-Petitioner Trinidad Chambliss (“Respondent”) sought review of the NCAA’s determination of his eligibility for arbitrariness, but he styled his claim as one for breach of the implied covenant of good faith and fair dealing. The trial court erroneously obliged Respondent and enjoined the NCAA’s eligibility determination for reasons rejected by this Court.

Respondent has exhausted his eligibility to compete in NCAA Division I football because his five-year period to complete up to four seasons of competition under the NCAA’s “Five-Year Rule” has terminated. The University of Mississippi (“UM”) sought a waiver of the Five-Year Rule from the NCAA on Respondent’s behalf. UM claimed that Respondent had been deprived of the opportunity to compete in the 2022-23 season due to circumstances beyond his control, namely, incapacitating physical circumstances resulting from tonsillitis and adenoiditis.

Under applicable NCAA Division I (“DI”) bylaws in the NCAA DI Manual (the “Manual”)—bylaws which were enacted by the DI membership, including UM, and to which all DI members have agreed to be bound—UM had the burden to demonstrate that Respondent did not compete during the 2022-23 season due to incapacitating physical circumstances, which had

to be clearly shown through contemporaneous medical documentation. The contemporaneous documentation that UM submitted did not meet that burden, and the NCAA denied the waiver.

Respondent then sued the NCAA, asking the trial court to conduct its own review of the evidence submitted to the NCAA, including that not contemporaneous with the 2022-23 season. His Petition asked the trial court to reach a different decision, based on the non-contemporaneous documentation provided, than the outcome required by the DI membership's rules. In substance, the Petition asked the Court to conduct appellate review of the NCAA's waiver decision.

Notably, Respondent does not claim that the NCAA's decision breached its bylaws. Instead, in a transparent attempt to avoid *Hattiesburg High*, Respondent contends the decision dictated by the NCAA's bylaws violated its duty of good faith and fair dealing. The trial court allowed Respondent to challenge the NCAA's decision for arbitrariness under the guise of a good faith and fair dealing claim and granted a preliminary injunction. Pursuant to Mississippi Rule of Appellate Procedure 5(b), a copy of the Order is attached to this Petition as **Exhibit 1**.

The NCAA now petitions this Court for interlocutory review of the trial court's Order. Interlocutory appeal is warranted because resolving the scope of *Hattiesburg High* will materially advance the termination of the litigation. *See* Miss. R. App. P. 5(a)(1). Respondent's claim is not legally viable as a matter of law, and the case is therefore ripe for judgment in the NCAA's favor. Because the trial court's preliminary injunction Order accepts Respondent's claim as legally viable, the NCAA faces lengthy litigation in the absence of interlocutory review, causing the parties unnecessary expense and taxing the resources of the trial court.

Interlocutory appeal will likewise protect the NCAA from substantial and irreparable injury. *See* Miss. R. App. P. 5(a)(2). The NCAA is charged with supporting its member institutions and enforcing the rules that they adopt. Its even-handed enforcement of the eligibility rules is

necessary to ensure a level playing field among all competitors and to provide opportunities for incoming student-athletes. If courts can intervene in NCAA eligibility decisions to provide special treatment to favored athletes, then the NCAA's ability to ensure fair athletic competition in which all participants play by the same rules will depend upon the whims of trial courts throughout the country. Orders that substitute a trial court's judgment regarding NCAA eligibility for that of the NCAA pose an existential threat to the NCAA's administration of collegiate sports.

Moreover, NCAA members and student-athletes will be irreparably harmed in the absence of interlocutory review. The preliminary injunction provides Respondent with an additional year of eligibility that is unavailable to other student-athletes under NCAA bylaws. Under the trial court's Order, UM will enjoy the benefit of rostering a star quarterback who is no longer eligible to compete. Such an outcome is unfair to DI schools who follow the rules and must compete against UM in the 2026-2027 DI football season or who may be displaced from postseason competition by UM. That harm cannot be undone through an appellate decision that follows a final judgment on the merits. Additionally, the injunction Order threatens harm to UM, as rostering an ineligible quarterback risks sanctions under the NCAA's "Rule of Restitution."<sup>1</sup> And the other quarterbacks on UM's roster who would have the opportunity to start or otherwise compete in contests next season will also be harmed if Respondent takes that opportunity away from them.

Interlocutory appeal is also necessary to resolve an issue of general importance in the administration of justice. *See* Miss. R. App. P. 5(a)(3). Resolving whether trial courts provide a forum for appellate review of NCAA eligibility determinations impacts over 180,000 current NCAA student-athletes and the millions who will follow in their footsteps. This case also presents

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<sup>1</sup> The NCAA Restitution Rule (Bylaw 12.9.4.2) is a regulation allowing the NCAA's DI Board of Directors to retroactively penalize member institutions if a court grants an injunction allowing an ineligible athlete to compete, but that injunction is later overturned or stayed on appeal.

an issue of general importance for the judiciary, as opening the courthouse doors to disagreements over eligibility determinations threatens to result in a flood of litigation, which has already commenced with a lawsuit substantially similar to Respondent's that was recently filed in Virginia. *See Morris v. NCAA*, No. 540CL26000088-00 (Va. Cir. Ct., City of Charlottesville) (filed Feb. 24, 2026). While this Court may be skeptical that Respondent's case will have a spillover effect, so too was the United States District Judge in *Pavia v. NCAA*, 760 F. Supp. 3d 527 (M.D. Tenn. 2024) that one antitrust challenge by one athlete to one NCAA eligibility rule would spawn copycat litigation. 760 F. Supp. 3d at 544 ("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."). Since *Pavia*, however, over sixty lawsuits by over one hundred student-athletes have raised similar challenges, and the same judge has since concluded, "experience has shown that granting relief to one set of Plaintiffs will result in uncertainty for student-athletes who are not included in the injunction and a flood of litigation from other similarly situated student-athletes who seek another year of eligibility." *See Patterson v. NCAA*, No. 3:25-cv-00994, 2026 U.S. Dist. LEXIS 8118, at \*28 (M.D. Tenn. Jan. 15, 2026).

For these reasons and as more fully discussed below, the NCAA respectfully requests that this Court grant the NCAA's Petition for interlocutory review of the trial court's injunction Order. The NCAA further requests that the appeal be expedited pursuant to Mississippi Rule of Appellate Procedure 5(e). This dispute implicates the integrity and fairness of the 2026-27 DI football season. If this case proceeds in the ordinary course, it is unlikely that it will be resolved before UM's first contest of the season during the first week of September. Expedited review is essential to prevent irreparable harm to the NCAA and its members, to UM, and to Respondent. If Respondent is rendered ineligible by a reversal of the trial court's injunction, expedited review

will afford him additional time to matriculate to the NFL<sup>2</sup> and provide UM with additional time to make any necessary adjustments to prepare for the upcoming season.

**RULE 5(B) STATEMENT OF THE QUESTIONS PRESENTED**

(1) Whether the chancery court erred by granting Respondent’s Motion for Preliminary Injunction based upon a review of the NCAA’s eligibility decision for arbitrariness.

(2) Whether the chancery court erred in its application of law to fact by concluding that the NCAA’s insistence on contemporaneous medical documentation that clearly showed Respondent’s incapacity, consistent with its bylaws, was in bad faith.

**RULE 5(B) STATEMENT OF CURRENT STATUS OF THE CASE**

Respondent served the NCAA with his First Amended Petition on January 20, 2026, (doc. 4), and filed his Motion for Preliminary Injunction, (doc. 5), and Memorandum of Law, (doc. 6), on January 26, 2026. The NCAA filed its Response (doc. 12), and Respondent filed a Reply. (Doc. 18). The Chancery Court heard argument on Plaintiff’s Motion on February 12, 2026, and entered its Order and Opinion granting Plaintiff’s Motion on the docket the following day. (Doc. 22).

**RULE 5(B) STATEMENT OF WHY THIS PETITION IS TIMELY**

This Petition is timely because it was filed within 21 days of the entry of the Order.

**RULE 5(B) IDENTIFICATION OF RELATED CASES**

There are no related cases or petitions for interlocutory appeal pending in Mississippi.

**RULE 5(B) STATEMENT OF FACTS**

Respondent is a student-athlete at UM who has exhausted his eligibility to participate in collegiate football. Respondent first enrolled at Ferris State University (“FSU”), a collegiate

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<sup>2</sup> This appeal need be adjudicated prior to April 23, 2026 for Respondent to have the opportunity to participate in the upcoming NFL draft. The NCAA therefore requests that this Court decide upon the issues presented in the requested appeal simultaneously with its ruling upon the Petition, pursuant to Rule 5(e).

institution in Division II of the NCAA, prior to the 2021-22 academic year. (*See* Order at 2–3; *see also* First Am. Pet. (“FAP”) ¶ 25, attached as **Exhibit 2**.) Respondent took a “redshirt” year during the 2021-22 football season.<sup>3</sup> (Order at 2–3; FAP ¶¶ 41, 59.) Respondent remained at FSU during the 2022-23, 2023-24, and 2024-25 seasons, though he did not participate in competition during the 2022-23 season. (Order at 2–3; FAP ¶¶ 43–45). Respondent then transferred to UM and competed for it during the 2025-26 season. (Order at 3; FAP ¶ 46.)

Under NCAA Bylaw 12.6, “[a] student-athlete shall not engage in more than four seasons of intercollegiate competition in any one sport. . . . A student-athlete shall complete the student-athlete's seasons of participation within five calendar years from the beginning of the semester or quarter in which the student-athlete first registered for a minimum full-time program of studies in a collegiate institution[.]” (*See* NCAA DI Manual, Bylaws 12.6, 12.6.1, Ex. 1 to NCAA’s Resp. to Mot. Prelim. Inj., attached as **Exhibit 3**). While Respondent participated in only three seasons of intercollegiate competition, he has exhausted his five-year period of eligibility.

Accordingly, to secure Respondent’s participation for the 2026-27 DI intercollegiate football season, UM needed to obtain a waiver of the Five-Year Rule, also known as an “extension of eligibility waiver,” on his behalf. (*See* Bylaw 12.6.1.7.) Extension of eligibility waivers are available in narrow and defined circumstances legislated by the DI membership. UM sought an extension of eligibility waiver for Respondent under Bylaw 12.6.1.7.1(a), claiming he had been deprived of two opportunities to participate in competition: one due to an institutional decision to redshirt and another due to circumstances beyond his control. (*See* Bylaw 12.6.1.7.1.)

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<sup>3</sup> A “redshirt” year colloquially refers to the one year in which a student-athlete uses a season of eligibility but not a season of competition.

In relevant part, the DI Manual defines “Circumstances Beyond Control” to include “[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[.]” (Bylaw 12.6.1.7.1.1.) The NCAA denied UM’s waiver request for Respondent because the contemporaneous medical documentation submitted with the waiver did not clearly establish that Respondent could not compete in 2022-23 due to his tonsillitis and adenoiditis. (See Order at 7; see also Affidavit of Jennifer Henderson ¶¶ 26–42, Ex. 3 to NCAA’s Resp. to Mot. Prelim. Inj., attached as **Exhibit 4**; see also Committee on Student-Athlete Reinstatement Guidelines at 20, Ex. 2 to NCAA Resp. to Prelim. Inj., attached as **Exhibit 5**).<sup>4</sup>

While UM’s waiver submission to the NCAA was voluminous, it contained only two pieces of contemporaneous medical documentation regarding Respondent’s treatment for his throat condition. Taken together, the documentation demonstrates that Respondent was not unable to participate during the 2022-23 football season because of his condition.<sup>5</sup> UM submitted treatment notes from Respondent’s office visit to his ear, nose, and throat doctor, Dr. Anthony Howard, on August 1, 2022—just weeks before the commencement of regular season competition for the 2022-23 football season. (See Medical Records, Ex. 6 to Mot. Prelim. Inj., at 8/1/2022 Office Visit Notes, attached as **Exhibit 6**). The treatment notes reflect that “[a]s [Respondent’s] football season is [sic] already begun at [FSU],” Dr. Howard “w[ould] hold off on surgical intervention at this time in favor of medical management with Singulair and Flonase,” suggesting that medication was prescribed *to enable Respondent to participate in football*. (*Id.*) The

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<sup>4</sup> The Court’s citation to Bylaw 12.6.4 and its subparts are inapposite, (*see* Order at 15–16), as that rule concerns a different type of waiver.

<sup>5</sup> The NCAA includes the following factual background for the benefit of the Court’s background but is not seeking interlocutory appeal of the trial court’s findings of fact.

treatment notes also reflect that Dr. Howard would “see the patient back in 6-8 weeks” and he would assess whether Respondent “desire[d] to proceed with adenotonsillectomy at that time,” which, if desired, would be “scheduled over Christmas break.” (*Id.*) On December 21, 2022, after the conclusion of the season, Respondent had a follow-up visit in which he reported that “[h]e has been doing very well . . . . *He has not had any significant tonsil infections since I last seen* [sic] *him* and [they] *have not been bothering him*. . . . [w]ill have him continue with medicine and recheck in 1 year.” (Medical Records, Ex. 6 to Mot. Prelim. Inj., at 12/21/2022 Office Visit Notes (emphasis added)). The notes suggest that the medication treatment ameliorated his symptoms. As a result, the contemporaneous medical documentation did not “clearly support[]” UM’s claim that Respondent could not participate in competition because of his tonsillitis and adenoiditis.<sup>6</sup>

The NCAA denied the waiver and Respondent sought relief from the trial court, petitioning it to conduct its own review of the NCAA’s decision and make its own determination about the soundness of the NCAA’s decision-making. (Order at 18; *see generally* FAP.) He sought review under a good faith and fair dealing theory and moved for preliminary injunctive relief. (*Id.*) After weighing all of the evidence in the record, the trial court concluded that the NCAA had acted in bad faith by failing to consider non-contemporaneous medical documentation created for purposes of Respondent’s waiver submission despite the NCAA DI Manual’s command that the basis for a waiver be clearly supported by contemporaneous medical documentation. (*Id.*)

### STANDARD OF REVIEW

A petition seeking interlocutory appeal from the issuance of a preliminary injunction presents a “question of law application” that may encompass conclusions of law or the application

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<sup>6</sup> Rather the record reflected that FSU sat out Respondent during the 2022-23 season primarily for competitive reasons. (*See* Sarah Higley Letter, Ex. 4 to Mot. Prelim. Inj., attached as **Exhibit 7**).

of law to fact, *Am. Elec., Div. of FL Inds. v. Singarayar*, 530 So. 2d 1319, 1322 (Miss. 1988); see also Miss. R. App. P. cmt. a, which are reviewed *de novo*. *Howell v. State*, 283 So. 3d 1100, 1103 (Miss. 2019); *Cent. Elec. Power Ass'n v. Hicks*, 110 So. 2d 351, 356 (Miss. 1959). The construction of the NCAA's eligibility rules as a contract presents an issue of law subject to *de novo* review. *IP Timberlands Operating Co. v. Denmiss Corp.*, 726 So. 2d 96, 108 (Miss. 1998).

## ARGUMENT

### **I. The Trial Court Erred by Reviewing an NCAA Eligibility Decision for Arbitrariness.**

Mississippi law does not authorize trial courts to conduct appellate review of student-athletic associations' eligibility decisions. Nevertheless, the trial court reviewed the NCAA's eligibility decision for arbitrariness and granted injunctive relief, contrary to *Hattiesburg High*. This Court should reverse the finding of the trial court because it committed legal error in finding a likelihood of success on the merits of a claim that is barred as a matter of law.

This Court first considered whether the bylaws of a student-athletic association confer third-party beneficiary standing upon a student-athlete in *Mississippi High School Activities Association v. R.T.*, 163 So. 3d 274 (Miss. 2015) (*en banc*) ("*Trail*"). In that case, the Mississippi High School Activities Association (the "Association") certified Trail as eligible to participate in high school baseball during the Spring 2014 semester, but it conditioned his eligibility to participate in football during the Fall 2014 semester upon his sister transferring into the district. *Id.* at 276. When his sister did not do so, Trail was deemed ineligible because he had not made a bona fide move into the school district. *Id.* Trail ultimately obtained a preliminary injunction against the eligibility determination. *Id.* at 276–77. The Association sought, and was granted, leave to pursue an interlocutory appeal of the trial court's conclusion that student-athletes are third-party beneficiaries of the Association's eligibility rules. *Id.*

On appeal, this Court held that student-athletes are third-party beneficiaries of student-athletic associations' rules with standing to enforce the same. *Id.* at 280. It explained that, when a student-athletic association creates eligibility rules it, "has a duty to follow those rules; and it may be held accountable when it does not do so." *Id.* Accordingly, under *Trail*, a student-athletic association is free to make eligibility determinations pursuant to its rules and a student-athlete cannot challenge its eligibility decisions so long as it faithfully complied with its rules.

Enter *Hattiesburg High*, decided less than seven months after *Trail*. In *Hattiesburg High*, a high school basketball player sought injunctive relief after being declared ineligible to participate following a transfer to a different high school. 178 So. 3d at 1209. The student-plaintiff alleged that the Association's "actions in denying the minor plaintiff's eligibility for competition in athletic association were arbitrary and capricious" and that [the Association] "did not have any substantial basis to deny the minor plaintiffs [sic] eligibility for athletic activities." *Id.* The Association moved to dismiss the complaint. *Id.* at 1210. In its motion to dismiss, the Association argued that "plaintiffs 'seek to appeal the decision rendered by [the Association] relative to Minor Plaintiffs' eligibility to participate in athletics,' and that the Plaintiffs 'lack standing to maintain such an appeal.'" *Id.* The trial court reserved ruling on the student-plaintiff's claim that the Association's eligibility decision was arbitrary. *Id.* at 1210.

The Association petitioned for interlocutory review, arguing that the trial court erred by declining to dismiss the plaintiff's claim. *Id.* at 1210–11. This Court granted the petition and dismissed the student-plaintiff's claim for failure to state a cause of action. *Id.* Hattiesburg High School ("HHS"), however, remained as a plaintiff in the case and asserted a substantially identical claim—one that alleged "[The Association's] actions in denying the minor Plaintiffs eligibility for competition in athletic activities were arbitrary and capricious," and that it did "not have any

substantial basis to deny the minor Plaintiffs eligibility for athletic activities.” *Id.* at 1211. HHS obtained a preliminary injunction, and the Association again appealed, arguing the chancellor erred by effectively conducting a *de novo* review of the Association’s decision. *Id.*

Following briefing, this Court directed the parties to file supplemental briefs on the following question: “[i]f the Court finds that the Mississippi High School Activities Association is not an administrative body and cannot be treated as an administrative agency, does the chancery court have jurisdiction over a suit challenging the decision of a private, voluntary association?” *Id.* This Court “[f]ound] this issue dispositive,” held that “HHS failed to state a legally cognizable claim or cause of action,” and vacated the prior decisions of the chancery court. *Id.*

Ruling in the Association’s favor, this Court recognized, “there is no authority—statutory or otherwise—that authorizes an appeal of right from the decisions of a voluntary, private organization.” *Id.* at 1212. The Court noted “we have found no other case in which this Court has granted an agency-like right of appeal from the decisions of a private organization[.]” *Id.* Accordingly, the Court held there is no “common-law right of appeal to chancery court . . . that authorizes an appeal of right from the decisions of a voluntary, private organization.” *Id.* at 1213.

This Court next turned to “the issue contemplated by this Court’s question on supplemental briefing—when may parties challenge the decisions of a private, voluntary organization in chancery court?” *Id.* The Court concluded that “an aggrieved athlete, parent, or school [may] have recourse from an adverse decision made by a private organization like [the Association] . . . if they allege a cognizable legal claim.” *Id.* The Court then recited the relevant allegations in the complaint and observed that “[n]owhere in its complaint does HHS allege a breach of contract, a tort, fraud, or any other legally cognizable claim. . . . there simply is no cause of action for ‘arbitrariness,’ in the absence of a contractual provision or some other legal duty requiring

otherwise.” *Id.* at 1214. The Court observed that a viable cause of action may challenge whether a membership organization complied with the obligations of due process, *id.* at 1214–15, but that no Mississippi case “holds that this Court has the authority simply to review the decisions of a private, voluntary organization for ‘arbitrariness.’” *Id.* at 1215. Specifically, it explained that while it decided in *Trail* that student-athletes have *standing* as third-party beneficiaries of student-athletic associations’ bylaws, it “did not review *Trail*’s complaint or pass on its sufficiency. But that is the question we face today in this appeal.” *Id.*

Here, Respondent’s claim—a claim of breach of the implied covenant of good faith and fair dealing brought by an alleged third-party beneficiary of the NCAA’s eligibility rules—has no analog in any prior Mississippi case. The undersigned have not been able to locate any Mississippi case authorizing a good faith and fair dealing claim brought by an alleged third-party beneficiary of a contract,<sup>7</sup> let alone one challenging the decision of a private membership organization.

Respondent’s claim is identical to that rejected in *Hattiesburg High*, irrespective of Respondent’s election to label it differently. Respondent’s claim requested the trial court to review the NCAA’s eligibility determination for arbitrariness—reviewing all of the evidence in the record and deciding for itself whether Respondent should receive an extension of eligibility. *Hattiesburg High* recognized, however, that there is no cause of action that enables trial courts to conduct such

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<sup>7</sup> That tracks with the rationale underlying the cause of action. Good faith and fair dealing claims are premised upon the complaining party being deprived of “an agreed purpose” of the contract. *Gulf Coast Hospice LLC v. LHC Grp. Inc.*, 273 So. 3d 721, 744 (Miss. 2019). While a third-party beneficiary may benefit from the express guarantees of a contract, he did not share in the “purpose” of its formation given the absence of privity. *See, e.g., Breland v. Trustmark Corp.*, 333 So. 3d 91, 99–100 (Miss. Ct. App. 2022). For this reason, the Mississippi Court of Appeals reasoned in *Breland* that “it is axiomatic that the duty of good faith arises only when there is a contractual relationship between parties.” *Id.* at 99–100 (internal quotation marks and citation omitted) (rejecting good faith and fair dealing claims brought against defendants who “were not parties to any contract with” the plaintiff). Given Respondent and the NCAA are not in privity, even if the NCAA owes respondent contractual duties as an alleged third-party beneficiary of the DI Manual, Respondent and the NCAA cannot share an “agreed purpose” giving rise to a duty of good faith and fair dealing because Respondent did not share responsibility in the creation of the DI Manual.

review of a private member organization's decisions. Appellate courts across the nation agree. *See Sch. Dist. of City of Harrisburg v. Pennsylvania Interscholastic Athletic Ass'n*, 309 A.2d 353, 358 (Pa. 1973) (stressing a "general rule of judicial non-interference in the affairs of private associations."); *NAACP v. Golding*, 679 A.2d 554, 558 (Md. 1996) ("[A]s a general rule, courts will not interfere in the internal affairs of a voluntary membership organization."); *Dickey v. Club Corp. of Am.*, 12 S.W.3d 172, 176 (Tex. App. 2000) ("Traditionally, courts are not disposed to interfere with the internal management of a voluntary association."); *Avin v. Verta*, 106 A.2d 145, 147 (D.C. 1954) ("[C]ourts ordinarily will not interfere with the management and internal affairs of a voluntary association."); *see also Schulz v. U.S. Boxing Ass'n*, 105 F.3d 127, 132 (3d Cir. 1997) (noting that "the courts of New Jersey (and like courts in other jurisdictions) will ordinarily defer to the internal decisions of private organizations").

Respondent cannot plead around these authorities by seeking the same relief rejected in *Hattiesburg High* under the banner of a different cause of action. The *Hattiesburg High* Court's analysis focused on the nature of the plaintiff's allegations (*i.e.*, seeking arbitrary and capricious review of the Association's eligibility determination), not the label the plaintiff appended to its claim. Respondent's claim is materially indistinguishable. Accordingly, the trial court committed legal error in finding a likelihood of success on the merits of a claim that is barred as a matter of law and this Court should grant interlocutory review.

**II. The Trial Court Erred by Concluding that the NCAA Engaged in Bad Faith By Declining to Assign Weight to Evidence that the NCAA's Eligibility Rules Do Not Require the NCAA to Consider.**

Even if this Court finds that a student-athlete may challenge a student-athletic association's application of its bylaws via a claim for breach of the implied covenant of good faith and fair dealing, the trial court committed legal error in its interpretation of the applicable NCAA bylaws.

The bylaws in the DI Manual permit waivers of the eligibility rules in clearly defined circumstances. Under Bylaw 12.6.1.7.1.1(a), a waiver of the Five-Year Rule for reason of illness requires “[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*.” (Bylaw 12.6.1.7.1.1(a) (emphasis added)).<sup>8</sup> But in granting the injunction, the Court relied upon evidence that: (1) was not contemporaneous with the season for which UM sought a waiver on Respondent’s behalf, and (2) which did not clearly show that it was physically incapacitating, *i.e.*, that his illness prevented him from participating in football. (Order at 20–23). In so doing, the Court sidestepped a clear legislative directive by the DI membership that institutions must submit contemporaneous documentation both establishing the existence of a student-athlete’s illness *and* that the illness was incapacitating. By judicial fiat, the trial court overrode both the applicable burden of proof legislated by the DI membership and redefined “incapacitating physical . . . circumstances” to mean circumstances that affect one’s ability to participate in athletics at their physical best, as opposed to circumstances that render one physically unable to participate. It strains both logic and common sense that the NCAA’s reliance on contemporaneous medical documentation in denying UM’s waiver application, when the bylaws require that contemporaneous medical documentation clearly support the waiver application, could render the NCAA liable for acting in bad faith.

The converse would be more accurate—if the NCAA granted a waiver of eligibility not clearly supported by contemporaneous medical documentation, then that decision would be

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<sup>8</sup> What NCAA staff may consider other medical documentation, “in conjunction with contemporaneous documentation from a treating,” (Student-Athlete Reinstatement Guidelines § 1.b.), noncontemporaneous medical documentation may supplement, but not replace, the requisite contemporaneous medical documentation that clearly establishes a student-athlete’s incapacity. (Henderson Aff. ¶¶ 21–23.).

arbitrary and violate its obligation to DI member institutions to apply the rules they have legislated as written. The bylaws must be applied consistently to create competitive fairness and ensure objectivity and consistency in eligibility determinations. Granting Respondent a waiver would have required the NCAA to create a right for Respondent not authorized by the membership in the Manual. Adhering to the evidentiary requirements of the DI Manual by requiring that contemporaneous medical documentation clearly support UM's waiver submission therefore cannot demonstrate that the NCAA acted in bad faith. Accordingly, even if this Court finds that a student-athlete can pursue a good faith and fair dealing claim to obtain appellate review of an eligibility decision by a trial court, the trial court here committed legal error in its application of law to facts and interlocutory review is warranted.

#### CONCLUSION

Given the trial court's error in granting Respondent's Motion for Preliminary Injunction, the NCAA respectfully requests that this Court grant the NCAA's petition for interlocutory appeal.

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I further certify that I have served a true and correct copy of the above and foregoing document on the trial court by electronically serving the Honorable Robert Q. Whitwell, through his staff attorney, David Flautt, using his email as set forth below:

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A hard copy has also been served upon Chancellor Whitwell by U.S. mail, postage prepaid, to the foregoing address.

Dated this 5th day of March 2026.

/s/ J. Douglas Minor, Jr.

**CERTIFICATE OF SERVICE**

I, J. Douglas Minor, Jr., attorney of record for Petitioner National Collegiate Athletic Association, 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 electronically serving the following counsel for the Respondent Trinidad Chambliss using their email addresses as set forth below:

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