



**LEOPOLDUS
LAW**

CAUGHT IN THE DONUT HOLE

**THE CLASS OF 2022,
THE NCAA'S NEW
FIVE-FOR-FIVE RULE,
AND THE NATIONWIDE
FIGHT FOR A FIFTH YEAR**

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**THE WAIVER
WINDOW
CLOSES JULY 31.**

**THE
COURTHOUSE
STAYS OPEN.**

ATHLETES FROM THE CLASS OF 2022 ARE BEATING THE NCAA IN COURT RIGHT NOW.

They are winning fastest in state court. On July 9, 2026, an Ohio judge ordered the NCAA to give 24 basketball players from that class a fifth season and open the transfer portal for them,¹ refused to stay his own order,² and left the NCAA chasing relief in the Ohio First District Court of Appeals while copycat suits multiplied across Tennessee, Colorado, Georgia, Florida, Nevada, Illinois, and California. This advisory maps every active case, the rulings behind them, and the realistic odds for an athlete who graduated high school in 2022, played four straight seasons, and now sits outside the NCAA's new "five-for-five" eligibility model.

Three points drive everything that follows. **First**, the NCAA's June 23, 2026 rule change granted five seasons in five years to nearly everyone except the athletes who graduated high school in 2022 and played four consecutive seasons without a redshirt. Those athletes competed for four years against opponents holding COVID-era bonus seasons, and they alone received nothing when the new model passed.³ **Second**, the July 31, 2026 deadline the NCAA set for final waiver submissions is a school-controlled administrative exit, and it closes forever at the end of this month. That deadline does not limit litigation in any way. An athlete who files an antitrust or contract suit on August 1 loses nothing by the deadline's passage. **Third**, the courts have split, and the split has a pattern: state-court contract claims are producing injunctions, while federal antitrust claims remain viable but now carry a heavy evidentiary burden after three federal appellate courts vacated athlete injunctions for weak market-definition proof.⁴

**THE WAIVER WINDOW CLOSES
JULY 31.
THE COURTHOUSE STAYS
OPEN.**



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PART ONE

THE NEW RULE, THE DONUT HOLE, AND THE JULY 31 DEADLINE

The transition rules decide who wins and who loses. One group got nothing.

WHAT THE NCAA APPROVED

On June 23, 2026, the NCAA Division I Cabinet unanimously adopted an age-based eligibility model, quickly nicknamed “five-for-five.”⁵ A student-athlete may now compete in up to five seasons within five years, with the eligibility clock starting at the earlier of full-time collegiate enrollment or the academic year following the athlete's 19th birthday.⁶ The model wipes out the machinery that defined eligibility for decades: season-of-competition limits, redshirt years, medical hardship waivers, and eligibility-clock extensions all disappear. Only three exceptions survive: pregnancy, active-duty military service, and official religious missions, and each requires that the athlete not participate in organized competition during the exception period.⁷ Full implementation arrives August 1, 2026.⁸

The transition rules decide who wins and who loses. Prospects graduating high school in spring 2027 or later fall under the age-based model exclusively. Current athletes with eligibility remaining after 2025-26 receive whichever framework treats them better, old or new. Athletes enrolling in 2026-27 get the same favorable election. One group gets nothing: athletes who completed a fourth season of competition by the end of 2025-26.⁹ The Division I Cabinet has said it “do[es] not intend to change course,” and that athletes exhausting eligibility this year “have received the full period of eligibility permitted” under the bylaws.¹⁰

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FIVE SEASONS, FIVE YEARS

The clock starts at the earlier of full-time enrollment or the academic year after the athlete turns 19. Season-of-competition limits, redshirts, and hardship waivers all disappear on August 1, 2026.

WHO FALLS INTO THE DONUT HOLE

The excluded group is easy to describe: athletes who graduated high school in 2022, enrolled that fall, never redshirted, and played four consecutive seasons from 2022-23 through 2025-26. They exhausted their four seasons of competition this spring under the old rule, NCAA Bylaw 12.6.1 (formerly Bylaw 12.8), which allowed four seasons of intercollegiate competition within five calendar years.¹¹ Their five-year windows remain open. The new model would give them a fifth season if it applied to them. The NCAA wrote the transition so it does not.

Every group around them fared better. Athletes from the classes of roughly 2017 through 2021 received the COVID-19 blanket waivers, which granted an extra season of competition and an extra year on the clock regardless of how much anyone played in 2020-21.¹² Class of 2022 athletes who redshirted a year still hold an unused season and may play in 2026-27. Class of 2022 athletes who spent time in professional leagues, junior college, or the G League before enrolling can also play in 2026-27, because the NCAA does not charge professional seasons against the collegiate clock the same way. The Ohio complaint sharpened that comparison to a point: one comparator was charged zero seasons for 84 professional games, while a plaintiff was charged a full season for six unpaid minutes of action.¹³ And the classes of 2023 forward keep their remaining eligibility plus the favorable-model election. The class of 2022 non-redshirt athlete stands alone in the gap. That is the donut hole.

EVERYONE AROUND THEM FARED BETTER

CLASSES 2017–2021. COVID blanket waivers: extra season, extra clock year.

2022 REDSHIRTS. Hold an unused season; may play 2026-27.

2022 FORMER PROS / JUCO. Pro seasons not charged the same way; may play 2026-27.

2022 NON-REDSHIRT. Four straight seasons. Nothing. The donut hole.

THE JULY 31 DEADLINE: A SCHOOL-CONTROLLED EXIT

IT CLOSES THE ADMINISTRATIVE PATH. IT DOES NOT TOUCH THE COURTHOUSE.

The NCAA attached one administrative safety valve to the new model, and it expires at the end of this month. Member schools must submit all remaining season-of-competition and eligibility-clock-extension waiver requests, with supporting documentation, for circumstances occurring through 2025-26 by July 31, 2026. After July 31, the waiver process under the old rules no longer exists.¹⁴

Understand what that deadline is and what it is not. The waiver system has always run through the school. A hardship waiver, or a clock-extension request, reached the NCAA only when a member institution rostered the athlete, built the record, and filed the request on the athlete's behalf.¹⁵ The athlete has no standing to file his own waiver. That design creates a trap: a school cannot roster an athlete the NCAA has declared out of eligibility, and a compliance office will rarely spend a roster spot on a player whose return depends on a waiver the NCAA has already said it will not grant. The rule tells the athlete to ask through a door only a school can open. The transition tells the school the door is locked.

Litigation runs on a different track. An antitrust claim under Section 1 of the Sherman Act belongs to the athlete personally; it requires no school sponsor, no roster spot, and no NCAA process.¹⁶ A contract claim likewise belongs to the athlete, who sues as a party to, or third-party beneficiary of, the web of agreements binding the NCAA and its member schools.¹⁷ As a constitutional matter this is not a due-process violation; the Supreme Court held in *NCAA v. Tarkanian* that the NCAA is a private association, not a state actor.¹⁸ But the instinct is sound: when the only administrative remedy requires a sponsor the rule itself takes away, court becomes the only forum left. An athlete can file today, on August 1, or in October, though every week of delay weakens the irreparable-harm showing that injunctions require.¹⁹

ACTION ITEM

If an athlete suffered an incapacitating injury or illness, a documented mental-health circumstance, or another qualifying hardship at any point through 2025-26, the school must file that waiver by July 31, 2026, or the argument dies with the process. Any athlete with a colorable hardship should be pressing his compliance office this week. Everyone else should be evaluating a complaint.

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PART TWO

THE ACTIVE CASES: WHERE EVERY LAWSUIT STANDS

Fourteen days after the Cabinet vote, the NCAA faced new lawsuits in at least eight jurisdictions.

THIRTEEN CASES, ONE RULE

Status current through July 23, 2026. The discussion that follows takes each case in turn.

CASE	COURT	THEORY	STATUS (JULY 23, 2026)
<i>Borovicanin</i>	Hamilton Cnty., Ohio (Com. Pl.)	Contract	PI granted July 9; stay denied; NCAA appeal pending; pretrial Aug. 4
<i>Washington</i>	Davidson Cnty., Tenn. (Chancery)	Contract	Injunction hearing held July 22; ruling pending
<i>Patterson</i>	M.D. Tenn.	Antitrust + contract	PI denied Jan. 15; two renewed PI motions pending; NCAA resp. due July 31
<i>Wisne (class)</i>	D. Colo.	Antitrust + contract	TRO/PI & class cert. briefed expedited; ruling expected before Aug. 1
<i>Campbell (class)</i>	N.D. Ill.	Antitrust (damages)	Early stage; NCAA answer due Sept. 14
<i>Fuller</i>	D. Nev.	Antitrust + contract	TRO/PI briefing; NCAA opposition due July 24
<i>Morton</i>	N.D. Ga.	Antitrust + contract	NCAA motion to dismiss filed July 20
<i>Miller</i>	Orange Cnty., Fla. (9th Jud. Cir.)	Injunction (JUCO)	Filed June 22; emergency relief sought; no reported ruling
<i>16 players</i>	Cobb Cnty., Ga. (State Ct.)	Contract + Ga. FBPA	Filed July 9; emergency injunction sought
<i>45+ players</i>	California (Super. Ct.)	Contract	Filed July 17; PI sought for 2026-27
<i>Kromah</i>	State court (venue TBC)	Contract	Filed July 8; PI hearing expected week of July 27
<i>Keanaaina</i>	D. Colo.	Antitrust + contract	Filed Mar. 26; PI sought
<i>Chambliss</i>	Lafayette Cnty., Miss. (Chancery)	Contract	PI granted Feb. 2026; Miss. Sup. Ct. denied NCAA appeal Mar. 27

BOROVICANIN V. NCAA (OHIO): THE BREAKTHROUGH

“DEFENDANT IS SUBJECT TO THE RESULTS OF ITS OWN DECISIONS.”

Fifteen men's and women's basketball players, led by Xavier's Filip Borovicanin, sued the NCAA in the Hamilton County Court of Common Pleas on June 24, 2026, one day after the Cabinet vote. The roster grew to 24 plaintiffs by the injunction hearing.²⁰ Attorneys Darren Heitner and Ryan Downton built the case on contract, not antitrust: breach of the NCAA's obligations under its own Constitution and Division I Manual, breach of the implied covenant of good faith and fair dealing, promissory estoppel, and Ohio consumer-protection law. The complaint invokes the NCAA Constitution's commitments to “respect, fairness, civility, honesty, responsibility, academic integrity, [and] ethical conduct.”²¹

Judge Christopher Wagner denied a temporary restraining order in late June, held a full hearing July 1, and granted the preliminary injunction on July 9. The court found a substantial likelihood of success, held that a contractual relationship exists between the NCAA and its athletes, and concluded the NCAA applied its rules “in an arbitrary and capricious manner” when it excluded class of 2022 non-redshirt athletes while earlier cohorts kept COVID bonus years and former professionals kept their seasons.²² Judge Wagner leaned on testimony from the head coaches at Xavier, Cincinnati, and Akron, wrote that the NCAA could not “evade judicial review,” and emphasized irreparable harm in a “multi-billion-dollar business” where athletes now earn NIL compensation.²³ The injunction grants the 24 plaintiffs a fifth season, opens the transfer portal for them, and shields their schools from retaliation.

The NCAA responded with force, filing an opposition supported by a joint affidavit from six conference commissioners (SEC, Big Ten, ACC, Big 12, Pac-12, and Big East) warning that grandfathering the class of 2022 “would, without question, harm college sports.”²⁴ After losing, it declared the ruling “disregards over a century of precedent” and appealed to Ohio's First District. Judge Wagner denied the stay on July 17 with a single memorable line: “Defendant is subject to the results of its own decisions.”²⁵ As of this writing the appellate court has not ruled on a stay, the injunction remains in force, and a pretrial conference is set for August 4, 2026.²⁶

WASHINGTON (TENNESSEE) & PATTERSON (THE ANTITRUST TRACK)

B. *WASHINGTON V. NCAA* (TENNESSEE)

Twelve basketball players from the class of 2022, led by former North Carolina and Vanderbilt big man Jalen Washington, filed the Tennessee sequel in Davidson County Chancery Court in Nashville on July 6, 2026. The plaintiffs span programs from Vanderbilt and Texas to Providence, Memphis, and Southern Miss, and the claims track the Ohio playbook: breach of contract, breach of the implied covenant, and arbitrary application of the bylaws.²⁷ The chancery court heard the injunction request on July 22, 2026; no ruling had been reported when this advisory went out. Schools including Louisville, San Diego State, LSU, and Washington have signaled roster interest, a detail that strengthens the irreparable-harm record and exposes the tension between what member schools say about eligibility rules and what they do when a court-freed veteran becomes available.²⁸

C. *PATTERSON V. NCAA* (M.D. TENN.)

The broadest federal case predates the new rule. Vanderbilt linebacker Langston Patterson and athletes across football, baseball, soccer, basketball, and track sued in the Middle District of Tennessee on September 2, 2025, combining Sherman Act Section 1 claims with multi-state contract theories.²⁹ Chief Judge William L. Campbell, Jr., the same judge who granted Diego Pavia his landmark injunction in 2024, denied the football plaintiffs a preliminary injunction on January 15, 2026.³⁰ The new rule revived the case. On July 8, 2026, Nebraska long snapper Kevin Gallic and Wisconsin specialists Nick Levy and Nathaniel Vakos filed a renewed injunction motion arguing the five-for-five adoption changed the landscape.³¹ On July 20 a second group, the self-styled “Lost Year Plaintiffs,” filed their own motion and attached the Ohio *Borovicanin* decision as an exhibit. The court consolidated briefing: the NCAA responds by July 31, replies come August 7, and a jury trial is set for November 9, 2027.³²

WISNE (THE CLASS ACTION WITH THE CLOCK RUNNING) & CAMPBELL

D. *WISNE V. NCAA* (D. COLO.)

The Colorado case is the one to watch this week. Twelve Division I athletes across men's and women's basketball, baseball, and track, including Northern Colorado's Brock Wisne and Minnesota's Cade Tyson, filed a class action in the District of Colorado on July 8, 2026, before Judge Charlotte N. Sweeney. The proposed class covers Division I athletes who began in 2022-23, completed four seasons by the end of 2025-26, and are barred from a fifth. The claims stack Sherman Act Section 1 on top of third-party-beneficiary contract and good-faith theories.³³ Plaintiffs moved for a TRO, preliminary injunction, and class certification on July 15. Judge Sweeney ordered expedited briefing because the rule takes full effect August 1: NCAA responses were due July 23, replies July 27, no extensions. A ruling before the end of the month is realistic. If the class device holds, this case could deliver relief to the entire cohort rather than named plaintiffs alone, exactly the outcome the NCAA fears most.³⁴

E. *CAMPBELL V. NCAA* (N.D. ILL.): THE DAMAGES PLAY

DeJuan Campbell, a 23-year-old guard who finished his fourth season at Cal, filed a class-action antitrust suit in the Northern District of Illinois on June 25, 2026, before Judge John Robert Blakey.³⁵ Campbell's case differs from the injunction wave: he seeks money damages for lost NIL and revenue-share compensation on behalf of every Division I athlete boxed out by the June rule, not a court order restoring eligibility. No TRO motion is on file, and the NCAA's answer is due September 14, 2026. The strategic significance is the treble-damages exposure. Even if the NCAA wins every injunction fight, a certified damages class of donut-hole athletes, each carrying a five- or six-figure lost NIL year, multiplies quickly under the Clayton Act.³⁶

THE JUCO-COUNTING LINE: *FULLER, MORTON, AND MILLER*

F. *FULLER V. NCAA* (D. NEV.)

UNLV defensive lineman Cohen Fuller, class of 2022 by way of El Camino College, NAIA Graceland University, and Coastal Carolina, sued in the District of Nevada on June 29, 2026, after the NCAA denied his waiver in January. Fuller argues his junior college and NAIA seasons should never have counted against Division I eligibility, pairing Sherman Act claims with contract theories.³⁷ Nevada is friendly ground: its federal judges granted injunctions in *Braham*, *Martinson*, and *Blythe*, three of the strongest athlete wins in the JUCO line.³⁸ The NCAA's opposition to Fuller's TRO motion is due July 24, with his reply due July 31.

G. *MORTON V. NCAA* (N.D. GA.)

Javier Morton, a safety who played at Garden City Community College before Nebraska and Temple, sued in the Northern District of Georgia in March 2026 over JUCO season counting, with Sherman Act and contract claims. The NCAA moved to dismiss for failure to state a claim on July 20, 2026, and briefing will play out over the coming weeks.³⁹

H. *MILLER V. NCAA* (FLORIDA)

The Florida case arrived even before the Cabinet vote. On June 22, 2026, former Kansas defensive end Dean Miller sued the NCAA in the Ninth Judicial Circuit in Orange County, seeking an emergency injunction to play the 2026 season at UCF. The NCAA counted Miller's 2021 season at College of the Canyons, a California junior college, against his clock and denied waivers in April and May 2026. Miller's filing puts a number on the stakes: a \$300,000 NIL package waiting at UCF if he regains eligibility.⁴⁰ No ruling has been publicly reported; the case bears watching as Florida's entry in the JUCO-counting line.

THE NEWEST FILINGS & TWO WINS THE NCAA COULD NOT UNDO

I. GEORGIA, CALIFORNIA, *KROMAH*, AND *KEANAAINA*

The Heitner-Downton team followed the Ohio win with volume. On July 9, 2026, sixteen basketball players, including UCF's Jamichael Stillwell and Clemson transfers Chauncey Wiggins and RJ Godfrey, sued in Cobb County, Georgia, alleging breach of the NCAA's duty of good faith under Georgia law and violations of the Georgia Fair Business Practices Act.⁴¹ On July 17 came the largest filing yet: more than 45 basketball players, including New Mexico-to-UCLA transfer Donovan Dent, Jordan Pope, Skyy Clark, Jaxon Kohler, and Aidan Mahaney, sued in California state court on class-of-2022 grandfathering claims.⁴² A separate state contract case, *Kromah v. NCAA*, filed July 8, is moving straight to a preliminary-injunction hearing expected the week of July 27.⁴³ And in the District of Colorado, former Notre Dame and Cal defensive lineman Aidan Keanaaina has had an antitrust and contract case pending since March, seeking an injunction for 2026-27 after a medical-waiver denial.⁴⁴ Counsel say a North Carolina filing is coming and that more than 50 athletes have signed on across jurisdictions.⁴⁵

J. TWO WINS THE NCAA COULD NOT UNDO: *CHAMBLISS* AND *HEINECKE*

Two earlier state-court victories frame the current wave. Ole Miss quarterback Trinidad Chambliss, whose medical waiver the NCAA denied, won a preliminary injunction from the Lafayette County, Mississippi Chancery Court in February 2026 on third-party-beneficiary contract and good-faith theories; the court found the NCAA acted in bad faith. The Mississippi Supreme Court denied the NCAA's interlocutory appeal on March 27, 2026, locking in his 2026 season.⁴⁶ Oklahoma linebacker Owen Heinecke won his own injunction in April 2026 and will play this fall.⁴⁷ The lesson from both: state courts applying contract and good-faith principles have proven willing to hold the NCAA to its own documents, and appellate courts have not rushed to rescue it.

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PART THREE

HOW WE GOT HERE: PAVIA, THE JUCO WAVE & THE CORRECTION

Win the theory, prove the market. Every current case stands on Alston.

ALSTON OPENED THE DOOR; PAVIA PROVED ELIGIBILITY RULES COULD FALL

A. ALSTON OPENED THE DOOR

Every current case stands on *NCAA v. Alston*. In 2021 a unanimous Supreme Court held that NCAA restraints face the ordinary rule of reason under Section 1, that the NCAA is “a joint venture with monopoly power in the relevant market,” and that the amateurism language in *Board of Regents* was a nonbinding “passing comment on an issue not presented.”⁴⁸ Justice Kavanaugh went further: the NCAA’s remaining rules “should receive ordinary rule of reason scrutiny,” and “a monopsony cannot launder its price-fixing of labor by calling it product definition.”⁴⁹ *Alston* addressed compensation rules, not eligibility rules, and it never defined the labor market for any sport. Both gaps now dominate the litigation.

B. PAVIA PROVED ELIGIBILITY RULES COULD FALL

Vanderbilt quarterback Diego Pavia converted *Alston*’s framework into the first modern eligibility injunction. In December 2024, Chief Judge Campbell of the Middle District of Tennessee enjoined the NCAA from counting Pavia’s junior college season against his Division I clock, holding that NIL agreements “are undoubtedly commercial transactions,” that “there is no question that the NCAA and its members hold monopsony power over the labor market for college football,” and that the NCAA’s academic justifications were “a mere pretext.”⁵⁰ The court also enjoined the Rule of Restitution, Bylaw 12.11.4.2, which lets the NCAA punish schools retroactively if an injunction is later vacated, a step every successful plaintiff since has copied.⁵¹ The NCAA blinked, issuing a blanket waiver for former JUCO athletes days after the ruling, then appealing anyway. The Sixth Circuit dismissed the appeal as moot in October 2025 and refused to vacate the opinion because “the NCAA caused mootness by issuing the waiver.” *Pavia*’s opinion still stands as persuasive authority, and the concurring judges flagged that the Supreme Court “has never analyzed NCAA eligibility rules.”⁵²

THE DISTRICT COURTS SPLIT

Through 2025 the JUCO and fifth-year cases split the federal district courts almost evenly. Athletes won injunctions in Wisconsin (*Fourquarean*), New Jersey (*Elad*), Nevada three times (*Braham*, *Martinson*, *Blythe*), and West Virginia (*Robinson*).⁵³ Athletes lost in Mississippi, Tennessee, Georgia, Kansas, North Carolina, Montana, Louisiana, Nebraska, and Indiana.⁵⁴ The dividing line was rarely the law alone. Winning plaintiffs arrived with economist testimony, defined markets, and concrete NIL numbers. Losing plaintiffs leaned on *Pavia*'s reasoning without *Pavia*'s record.

ATHLETES WON

Fourquarean (W.D. Wis.), *Elad* (D.N.J.), *Braham* / *Martinson* / *Blythe* (D. Nev.), *Robinson* (N.D.W. Va.).
Defined markets, expert testimony, NIL numbers.

ATHLETES LOST

Osuna, *Zeigler*, *Goldstein*, *Arbolida*, *Coley*, *Johnson*, *Walker*, *Hamilton*, *Hasz*, *Boyd*, *Patterson*, *Coly*.
Pavia's reasoning without *Pavia*'s record.

Zakai Zeigler's case deserves its own paragraph, because his profile matches the donut hole exactly: four consecutive Division I seasons, no JUCO year, no redshirt. The Eastern District of Tennessee held the four-seasons rule commercial and subject to the Sherman Act, but denied the injunction anyway. The court reasoned that the NCAA controls the labor side of the market, not the “wage side,” since NIL collectives decide who gets paid, and that Zeigler's lost NIL year (valued at \$2 million to \$4 million) was compensable in damages.⁵⁵ The DOJ Antitrust Division filed a statement of interest.⁵⁶ His wage-side problem remains the single sharpest doctrinal obstacle for donut-hole antitrust plaintiffs, and the *House* settlement is eroding it, because schools themselves now pay athletes directly. When the defendant's members write the checks, the argument that the NCAA sits outside the wage side gets harder to sustain every semester.⁵⁷

THE APPELLATE CORRECTION & THE CONTRACT DETOUR

D. WIN THE THEORY, PROVE THE MARKET

Three federal courts of appeals have now spoken, and they delivered the same two-part message. **Part one favors athletes:** eligibility rules are subject to the Sherman Act. The Seventh Circuit analyzed the five-year rule under Section 1 and refused any presumption that the rule is procompetitive.⁵⁸ The Third Circuit overruled its own 1998 precedent: “we can no longer per se exclude all NCAA-labeled eligibility rules from Sherman Act scrutiny.”⁵⁹ The Fourth Circuit joined: “The challenged eligibility rules limit college athletes’ participation in a labor market.”⁶⁰

Part two is the warning. All three vacated athlete injunctions because the plaintiffs had not proven a relevant market with current evidence. The Seventh Circuit held a plaintiff “must independently define the relevant market.” The Third rejected reliance on “antiquated market definitions.” The Fourth held that skipping full rule-of-reason analysis “was error” and that injunctions ordering the NCAA to declare a player eligible are mandatory injunctions requiring an “indisputably clear” showing.⁶¹ None rejected the athletes’ theory. All three rejected the athletes’ proof. That sets the playbook: retain an economist, define the post-*House* labor market, and build the record before asking for the injunction.

E. THE CONTRACT DETOUR AROUND THE WHOLE FIGHT

While the antitrust bar tightened, a second line of authority matured. Courts have long recognized that NCAA rules bind the association contractually and that athletes may enforce them as third-party beneficiaries, subject to deferential review that asks only whether the association acted arbitrarily, capriciously, or in bad faith.⁶² Deference usually favors the NCAA. The class of 2022 fact pattern flips it. When the association gives five seasons to athletes who redshirted, five-plus to COVID-waiver athletes, and full 2026-27 eligibility to former professionals, while denying a fifth season only to the athletes who played four straight years, the word “arbitrary” starts doing real work. *Chambliss* proved the theory in Mississippi. *Borovicanin* proved it in Ohio. The pending Tennessee, Georgia, California, and *Kromah* cases will test how far it travels.

THE BACKDROP: OHIO V. NCAA AND THE *HOUSE* SETTLEMENT

Two structural events complete the picture. In the multistate transfer-rule case, the NCAA consented in 2024 to a permanent injunction against its transfer-eligibility rule and agreed not to enforce the Rule of Restitution against compliant schools and athletes, after a federal court in West Virginia enjoined the rule. The Department of Justice and ten states signed that decree.⁶³

And in June 2025, Judge Claudia Wilken granted final approval to the *House* settlement: \$2.576 billion in back damages and a revenue-sharing system that let schools pay athletes directly up to roughly \$20.5 million per school in year one, escalating annually, policed by the new College Sports Commission and the NIL Go clearinghouse.⁶⁴

\$932.5M CBB NIL / REV-SHARE 2025-26	\$7-10M HIGH-MAJOR ROSTER	\$20.5M PER-SCHOOL CAP, YR 1
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The money at stake in a fifth year is no abstraction.⁶⁵ A donut-hole athlete is not asking for a jersey. He is asking for a season worth real money in a market the NCAA's own members now fund.

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PART FOUR

WHAT IS BEING ARGUED, AND WHAT SHOULD BE ARGUED

Two theories, one hard checkpoint each. And the element that decides every injunction.

THE ANTITRUST CASE

COVERAGE IS NO LONGER THE FIGHT. THE MARKET IS.

The Sherman Act claim now follows a settled path with one hard checkpoint. Coverage is no longer the fight: three circuits agree eligibility rules restraining the athlete labor market face Section 1 scrutiny under the full rule of reason.⁶⁶ The checkpoint is step one of the rule of reason: a defined relevant market and proof of substantial anticompetitive effects within it. A winning complaint should plead the post-*House* Division I labor market for the athlete's sport, support it with expert economic analysis of current NIL and revenue-share data, and show market-wide suppression: thousands of class of 2022 athletes removed from the labor pool at once, in a market where the buyers (schools) jointly agreed on the exclusion.

The NCAA's counterarguments are known quantities: the rule merely substitutes one player for another,⁶⁷ the NCAA does not control the wage side,⁶⁸ and eligibility limits define the college product itself.⁶⁹ Each answer has a response. Substitution arguments ignore that the restraint operates on sellers of labor, not on output. The wage-side argument weakens every day schools pay athletes directly under *House*. And the product-definition argument runs into Justice Kavanaugh's warning that a monopsony cannot launder labor restraints by calling them product definition.⁷⁰

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TWO MECHANICAL POINTS, EVERY FILING

Request relief against the Rule of Restitution in the same motion; and frame the injunction as prohibitory (stop enforcing the exclusion) rather than mandatory (declare the athlete eligible) wherever the facts allow, to avoid the Fourth Circuit's heightened standard.⁷¹

THE CONTRACT CASE & IRREPARABLE HARM

B. THE CONTRACT CASE

The contract theory asks less of the court and has been winning more. The elements: the NCAA Constitution and bylaws form a contract; the athlete enforces it as a party or third-party beneficiary; the association owed duties of good faith, fair dealing, and consistent application; and the class of 2022 exclusion breaches those duties because it treats identically situated athletes differently on arbitrary lines.⁷² The comparator evidence carries the claim: COVID cohorts with five and six years, redshirts with five, former professionals with uncounted seasons, and the contrast of 84 professional games charged as zero seasons against six unpaid minutes charged as one. Under Ohio's standard the movant must show, by clear and convincing evidence, substantial likelihood of success, irreparable harm, no unjustified harm to third parties, and public-interest support.⁷³ Judge Wagner found all four. The theory's structural advantages travel well: no relevant-market proof, no economist at the pleading stage, state-court speed, and elected judges. Its risks travel too: association-deference doctrine gives appellate courts an off-ramp, and a First District reversal in *Borovicarin* would cool the copycat wave overnight.

C. IRREPARABLE HARM: THE NIL SPLIT

Injunctions turn on irreparable harm, and the courts have split on whether a lost season can be reduced to money. Granting courts hold that a final season of Division I competition is “incalculable”: the exposure, brand-building, professional evaluation, and the experience itself cannot be repurchased later.⁷⁴ Denying courts answer that NIL losses “are more monetary in nature” and compensable in damages, and that professional prospects are speculative without scouting evidence.⁷⁵ The practical answer is to build the non-monetary record: NFL and NBA evaluation timelines, draft-eligibility windows, roster commitments from named programs, and coach declarations. The *Patterson* specialists documented workouts with the Giants, Buccaneers, and Commanders to show a fifth season is an audition no damages award can replace.⁷⁶ Delay is the silent killer. Courts have held months of waiting against athletes on this exact element.⁷⁷

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PART FIVE

LIKELIHOOD OF SUCCESS FOR A CLASS OF 2022 ATHLETE

The honest assessment. Anyone selling a guaranteed fifth year is selling something else.

THE ODDS SORT BY THEORY AND FORUM

Here is the honest assessment. No court of last resort has decided any of this, the district courts are split, and the appellate courts have vacated every athlete antitrust injunction they have reviewed while endorsing the underlying theory. Anyone selling a guaranteed fifth year is selling something else. What the record supports is this: a well-built case, filed quickly, in a thoughtfully chosen forum, has a real and demonstrated chance of putting a class of 2022 athlete on the floor or field in 2026-27. The scoreboard proves it: Borovicanin, Chambliss, and Heinecke are playing-eligible today because they sued.

The **state-court contract route** is currently the strongest play. It has produced the only donut-hole injunction on the books, it survived a stay motion, and its Mississippi cousin survived a state supreme court. It moves at TRO speed, and it sidesteps the market-definition burden entirely. Its exposure is appellate. The **federal antitrust route** remains fully available and belongs to the athlete alone, but after the appellate correction it demands real economic evidence at the injunction stage. Thin records lose; funded records with experts have won, three times in Nevada alone. The **damages route** (*Campbell*) asks for money later rather than a season now, and it costs the athlete nothing to be a class member if certification holds.

THE NCAA'S OWN PLAYBOOK CUTS FOR ATHLETES

When Pavia won, the NCAA issued a blanket waiver rather than risk affirmance, then failed to erase the opinion. When Chambliss won, the state supreme court refused to intervene. When Borovicanin won, six commissioners' affidavits did not move the judge, and the stay was denied. A defendant that settles by waiver when the record turns against it has told every future plaintiff how this ends.⁷⁸

SIX FACTORS SEPARATE WINNERS FROM LOSERS

- 1 Speed.** The season starts in weeks. Every week of delay weakens irreparable harm and invites the *Goldstein* problem. The athletes who won moved within days of the rule change.

- 2 A roster commitment.** A program willing to say, in a declaration, that it will roster the athlete if the court restores eligibility transforms both the harm showing and the remedy. Louisville, LSU, San Diego State, and Washington have shown schools will do this.

- 3 Comparator evidence.** The arbitrariness case is won with specifics: the teammate on a sixth COVID year, the transfer with uncounted professional seasons, the redshirt classmate cleared for 2026-27. Name them, chart them, file them.

- 4 Theory-forum fit.** Contract claims belong in state courts with strong good-faith doctrine and fast injunction practice. Antitrust claims belong in favorable districts and need an economist retained before filing, not after.

- 5 The Restitution Rule.** Every request for relief must neutralize Bylaw 12.11.4.2, or no school will touch the athlete even with an injunction in hand. It is malpractice-adjacent to omit it.

- 6 The ruling watch.** Three decisions land within roughly two weeks: Judge Sweeney's TRO ruling in Wisne before August 1, the Davidson County ruling after the July 22 hearing, and any First District stay decision in Ohio. Together they set the market for every case that follows.

6

PART SIX

WHAT A CLASS OF 2022 ATHLETE SHOULD DO BEFORE AUG. 1

The window for NCAA eligibility appeals ends July 31, 2026. Options remain available even after the deadline passes.

SIX MOVES FOR A CLASS OF 2022 ATHLETE

- 1 Audit your eligibility file this week.** Confirm exactly how the NCAA has charged your seasons, including any junior college, NAIA, Division II, or professional time. Season-counting errors are their own cause of action, as *Fuller*, *Morton*, and *Miller* show.

- 2 If you have any hardship in your history, force the waiver question before July 31.** An incapacitating injury or illness, a documented mental-health circumstance, or events beyond your control during any season through 2025-26 must go to the NCAA through your school by July 31, 2026, with documentation, or that path is gone permanently. Your school files it; you cannot.

- 3 Do not confuse the waiver deadline with your legal rights.** July 31 ends the NCAA's administrative process. It has no effect on an antitrust or contract lawsuit. You can file on August 1. But the closer filing creeps toward the season, the weaker the emergency posture, so treat the deadline as a starting gun, not a finish line.

- 4 Line up a program.** A school's declaration that it will roster you if a court restores your eligibility is the most valuable single document in the case. Programs are publicly doing this for other plaintiffs right now.

- 5 Preserve the money evidence.** NIL offers, collective term sheets, revenue-share projections, agent correspondence, and portal interest all quantify the year you are losing and prove the harm is real.

- 6 Decide with counsel whether you are a plaintiff or a class member.** A named plaintiff controls his case and timeline. A class member in *Wisne* or *Campbell* rides for free but waits on other people's lawyers. That choice deserves an hour of analysis, not a guess.

WE ARE TRACKING EVERY ONE OF THESE DOCKETS DAILY.

Leopoldus Law is advising athletes, agents, and family offices on eligibility posture, waiver strategy, and litigation options. If you or an athlete you work with sits in the class of 2022 donut hole, we will review the eligibility file, map the realistic paths, and give you a flat-rate assessment of where you stand.

This advisory provides general analysis for clients and friends of Leopoldus Law, APC. It is not legal advice regarding any specific matter, and reading it does not create an attorney-client relationship. Case statuses are current through July 23, 2026, and this landscape is moving daily.

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ENDNOTES

1. Order Granting Preliminary Injunction, *Borovicandin v. NCAA*, No. A 2603352 (Ohio Ct. Com. Pl. Hamilton Cnty. July 9, 2026); Michael McCann, Sportico (July 9, 2026).
2. Order Denying Stay, *Borovicandin v. NCAA*, No. A 2603352 (Ohio Ct. Com. Pl. Hamilton Cnty. July 17, 2026).
3. NCAA, *Division I Adopts Age-Based Eligibility Model*, NCAA.org (June 23, 2026); Eric Olson, ESPN (June 25, 2026).
4. *Fourqurean v. NCAA*, 143 F.4th 859 (7th Cir. 2025); *Elad v. NCAA*, 160 F.4th 407 (3d Cir. 2025); *Robinson v. NCAA*, No. 25-2003 (4th Cir. Apr. 3, 2026).
5. NCAA, supra note 3; *NCAA Panel Approves New Eligibility Rules*, Associated Press (June 23, 2026).
6. Chris Hummer & Matt Norlander, CBS Sports (June 23, 2026).
7. NCAA, supra note 3; Jackson Lewis P.C. (July 2026).
8. Minute Order, *Wisne v. NCAA*, No. 1:26-cv-03063-CNS-KAS (D. Colo. July 16, 2026).
9. NCAA, supra note 3; Hummer & Norlander, supra note 6.
10. Olson, supra note 3.
11. NCAA, 2025-26 NCAA Division I Manual, Bylaw 12.6.1 (renumbered from Bylaw 12.8); *Fourqurean*, 771 F. Supp. 3d 1043 (W.D. Wis. 2025), rev'd, 143 F.4th 859 (7th Cir. 2025).
12. NCAA, *DI Council Extends Eligibility for Winter Sport Student-Athletes*, NCAA.org (Oct. 14, 2026).
13. Complaint, *Borovicandin v. NCAA*, No. A 2603352 (Ohio Ct. Com. Pl. Hamilton Cnty. filed June 24, 2026).
14. NCAA, supra note 3; Jackson Lewis P.C., supra note 7.
15. NCAA, 2025-26 NCAA Division I Manual, Bylaws 12.6.4, 12.6.1.7.
16. 15 U.S.C. § 1; Class Action Complaint, *Campbell v. NCAA*, No. 1:26-cv-07467 (N.D. Ill. filed June 25, 2026).
17. *Bloom v. NCAA*, 93 P.3d 621, 624 (Colo. App. 2004); *Battle v. NCAA*, No. 1:23-cv-101 (N.D.W. Va. May 28, 2024).
18. *NCAA v. Tarkanian*, 488 U.S. 179, 199 (1988).
19. *Goldstein v. NCAA*, No. 3:25-cv-00027, 2025 WL 662809 (M.D. Ga. Feb. 28, 2025).
20. Complaint, *Borovicandin*, supra note 13; McCann, supra note 1.
21. NCAA Const. arts. 1-C, 1-D; Complaint, *Borovicandin*, supra note 13.
22. Order Granting Preliminary Injunction, *Borovicandin*, supra note 1; Fox19 (July 10, 2026); Front Office Sports (July 10, 2026).
23. Kevin Sweeney, Sports Illustrated (July 2026).
24. *NCAA Files Response in Lawsuit Over Age-Based Eligibility Rule*, Yahoo Sports (July 2026).
25. Order Denying Stay, *Borovicandin*, supra note 2; 247Sports (July 17, 2026).
26. Sweeney, supra note 23.
27. WSMV (July 9, 2026); Nashville Post (July 2026).
28. Michael McCann, *Colleges on NCAA Eligibility Rules: Do as I Say, Not as I Do*, Sportico (July 22, 2026).
29. Complaint, *Patterson v. NCAA*, No. 3:25-cv-00994 (M.D. Tenn. filed Sept. 2, 2025).
30. *Patterson v. NCAA*, No. 3:25-cv-00994, 2026 WL 115417 (M.D. Tenn. Jan. 15, 2026).
31. Renewed Motion for PI, *Patterson*, No. 3:25-cv-00994 (M.D. Tenn. July 8, 2026), ECF No. 107.
32. Order, *Patterson*, No. 3:25-cv-00994 (M.D. Tenn. July 20, 2026), ECF Nos. 115–116.
33. Class Action Complaint, *Wisne v. NCAA*, No. 1:26-cv-03063-CNS-KAS (D. Colo. filed July 8, 2026); Cuneo Gilbert & LaDuca, LLP (July 2026); ESPN (July 13, 2026).
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35. Class Action Complaint, *Campbell*, supra note 16; Bloomberg Law (June 2026).
36. 15 U.S.C. § 15 (treble damages).
37. Complaint, *Fuller v. NCAA*, No. 2:26-cv-01974 (D. Nev. filed June 29, 2026); Las Vegas Rev.-J. (June 30, 2026).
38. *Braham v. NCAA*, 794 F. Supp. 3d 824 (D. Nev. 2025); *Martinson v. NCAA*, 804 F. Supp. 3d 1109 (D. Nev. 2025); *Blythe v. NCAA*, No. 3:26-cv-00100 (D. Nev. Feb. 20, 2026).
39. Amended Complaint, *Morton v. NCAA*, No. 1:26-cv-01538-SEG (N.D. Ga. Mar. 27, 2026); Motion to Dismiss, ECF No. 12 (July 20, 2026).
40. Yahoo Sports (June 22, 2026); Lawrence J.-World (June 22, 2026).
41. On3 (July 2026); Front Office Sports (July 2026).
42. *Donovan Dent, Jordan Pope Filing Age-Based Eligibility Lawsuit*, On3 (July 17, 2026).
43. The College Sports Litigation Tracker (last visited July 23, 2026).
44. Complaint, *Keanaaina v. NCAA*, No. 1:26-cv-01283 (D. Colo. filed Mar. 26, 2026).
45. ABA J. (July 2026); Matt Norlander, CBS Sports (July 2026).
46. ESPN (Feb. 2026); Miss. Today (Mar. 27, 2026).
47. McCann, supra note 28.
48. *NCAA v. Alston*, 594 U.S. 69 (2021); *NCAA v. Bd. of Regents*, 468 U.S. 85, 117 (1984).
49. *Alston*, 594 U.S. at 110-12 (Kavanaugh, J., concurring).
50. *Pavia v. NCAA*, 760 F. Supp. 3d 527 (M.D. Tenn. 2024).
51. NCAA Manual, Bylaw 12.11.4.2 (Rule of Restitution); *Elad v. NCAA*, No. 3:25-cv-01981, 2025 WL 1202014 (D.N.J. Apr. 25, 2025).
52. *Pavia v. NCAA*, 154 F.4th 407 (6th Cir. 2025); ESPN (Dec. 23, 2024).
53. *Fourqurean*, 771 F. Supp. 3d 1043; *Elad*, 2025 WL 1202014; *Braham*, 794 F. Supp. 3d 824; *Martinson*, 804 F. Supp. 3d 1109; *Blythe*, No. 3:26-cv-00100; *Robinson v. NCAA*, 803 F. Supp. 3d 481 (N.D.W. Va. 2025), vacated, No. 25-2003 (4th Cir. Apr. 3, 2026).
54. *Osuna Sanchez*, No. 3:25-cv-62 (E.D. Tenn. 2025); *Goldstein*, 2025 WL 662809; *Zeigler*, No. 3:25-cv-226-KAC-DCP (E.D. Tenn. 2025); *Johnson*, 2025 WL 1790345; *Hasz*, 2025 WL 2083853; *Boyd*, 2025 WL 2432200; *Patterson*, 2026 WL 115417; *Coly*, No. 4:26-cv-00008 (N.D. Ind. 2026).
55. *Zeigler*, No. 3:25-cv-226-KAC-DCP (E.D. Tenn. June 12, 2025); On3 (2025).
56. Michael McCann, *Trump DOJ Backs College Athletes in NCAA Eligibility Case*, Sportico (2025).
57. *Martinson*, 804 F. Supp. 3d 1109 (D. Nev. 2025).
58. *Fourqurean*, 143 F.4th 859 (7th Cir. 2025) (citing *Agnew v. NCAA*, 683 F.3d 328 (7th Cir. 2012)).
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60. *Robinson*, No. 25-2003 (4th Cir. Apr. 3, 2026).
61. *Fourqurean*, 143 F.4th 859; *Elad*, 160 F.4th 407; *Robinson*, No. 25-2003.
62. *Bloom*, 93 P.3d 621; *Battle*, No. 1:23-cv-101; *State ex rel. Ohio High Sch. Athletic Ass'n v. Judges*, 173 Ohio St. 239, 181 N.E.2d 261 (1962).
63. Proposed Final Judgment, *Ohio v. NCAA*, No. 1:23-cv-100 (N.D.W. Va. May 30, 2024), 89 Fed. Reg. 49472 (June 11, 2024).
64. *House v. NCAA*, No. 4:20-cv-03919 (N.D. Cal. June 6, 2025) (final approval); Ropes & Gray LLP (June 2025).
65. *College Basketball NIL Spending Surges to \$932.5 Million*, On3 (2025).
66. *Fourqurean*, 143 F.4th 859; *Elad*, 160 F.4th 407; *Robinson*, No. 25-2003.
67. *Osuna Sanchez*, No. 3:25-cv-62 (E.D. Tenn. Mar. 3, 2025).
68. *Zeigler*, No. 3:25-cv-226-KAC-DCP (E.D. Tenn. June 12, 2025).
69. *Bd. of Regents*, 468 U.S. at 117; *Deppe v. NCAA*, 893 F.3d 498 (7th Cir. 2018); *O'Bannon v. NCAA*, 802 F.3d 1049, 1066 (9th Cir. 2015).
70. *Alston*, 594 U.S. at 110-12 (Kavanaugh, J., concurring).
71. *Pavia*, 760 F. Supp. 3d 527; *Robinson*, No. 25-2003.
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73. *S.W. Ohio Basketball, Inc. v. Himes*, 2021-Ohio-415 (12th Dist. 2021).
74. *Pavia*, 760 F. Supp. 3d 527; *Elad*, 2025 WL 1202014; *Braham*, 794 F. Supp. 3d 824; *Ohio v. NCAA*, 706 F. Supp. 3d 583 (N.D.W. Va. 2023).
75. *Zeigler*, No. 3:25-cv-226-KAC-DCP; *Hasz*, 2025 WL 2083853.
76. Renewed Motion for PI, *Patterson*, ECF No. 107, supra note 31.
77. *Goldstein*, 2025 WL 662809.
78. *Pavia*, 154 F.4th 407 (6th Cir. 2025); McCann, Sportico (July 7, 2026).

EDUCATIONAL ANALYSIS, NOT LEGAL ADVICE

This advisory has been prepared by Leopoldus Law, APC for educational purposes only. It provides general analysis for clients and friends of the firm and is current through July 23, 2026. It is not legal advice regarding any specific matter, and reading it does not create an attorney-client relationship.

This landscape is moving daily. Case statuses, deadlines, and rulings change without notice, and any figure or docket status should be confirmed against the primary source before it is relied upon.

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