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**IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO**

FILED
AUG 1 2026
Clerk of Courts
Cuyahoga County, Ohio

PATRICK MCQUAIDE
Plaintiff

Case No: CV-26-143229

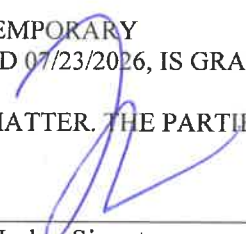
Judge: TIMOTHY MCCORMICK

NATIONAL COLLEGIATE ATHLETIC ASSOCIATION
Defendant

JOURNAL ENTRY

08/01/2026: PLAINTIFF PATRICK MCQUAIDE'S MOTION FOR TEMPORARY
RESTRAINING ORDER AND PRELIMINARY INJUNCTION, FILED 07/23/2026, IS GRANTED. OSJ.

THE COURT WAIVES THE REQUIREMENT OF BOND IN THIS MATTER. THE PARTIES ARE TO CONTACT THE STAFF
ATTORNEY TO SET ADDITIONAL CASE SCHEDULES.



Judge Signature

Date

**OHIO COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO**

Patrick McQuaide,
Plaintiff,

vs.

**National Collegiate Athletic
Association,**
Defendant

) **CV-26-143229**
)
)

) **Judge Timothy P. McCormick**
)

) **Opinion on Preliminary**
) **Injunction**
)

A. Procedural Background

On July 23, 2026, Plaintiff Patrick McQuaide (“McQuaide”) filed 1. a verified complaint (“Complaint”) and 2. a Motion for Temporary Restraining Order (“TRO”) and Preliminary Injunction (“PI”) against Defendant National Collegiate Athletic Association (“NCAA”). McQuaide alleges that the NCAA foreclosed his collegiate and professional prospects by denying a waiver request made on his behalf by Villanova University and instead declaring him ineligible to play for the 2026-2027 football season. *Complaint* (“*Comp.*”) p. 2, ¶ 2. McQuaide alleges claims of: 1. Unreasonable Restraint of Trade in Violation of Ohio’s Valentine Act Ohio Revised Code, Section 1331.01, *Comp.* p. 23, ¶ 67-83; 2. Breach of Contract as a Third-Party Beneficiary, *Comp.* p. 27, ¶ 84-91; and 3. Declaratory Judgment, *Comp.* p. 29, ¶ 92-95. Accordingly, the issue before the Court is whether a student athlete who enrolls in and plays football at a junior college (“JUCO”) will have the years enrolled and seasons played at a JUCO counted toward the four seasons within five-years of eligibility to play football at a NCAA Division I institution. This is the current rule, even though JUCOs (or any other two-year institutions) are not—and cannot be—members of the NCAA.

On July 23, 2026, the Court held a pre-trial with counsel for all parties. The Court denied McQuaide’s motion as to a TRO and set a hearing for the PI on July 30, 2026, with

the agreement of the parties. The Court heard testimony and admitted evidence during the hearing held on July 30, 2026 and July 31, 2026. Following closing arguments, both parties rested. For the reasons that follow the Court finds McQuaide's motion well taken, and the motion for a preliminary injunction is granted.

B. FACTUAL BACKGROUND

Patrick McQuaide loves football, and has been declared ineligible to compete as a player at Villanova University in the NCAA in the 2026-2027 season. *McQuaide Testimony*. McQuaide alleges, in essence, that the NCAA's actions in prohibiting him from playing violate the Valentine Act, R.C. 1331 et seq., Ohio's antitrust statute, which prohibits contracts, combinations, and conspiracies that unreasonably restrain trade and commerce. *Comp.*, p. 2, ¶ 3. He believes the NCAA's decision to disallow his participation in the 2026-2027 collegiate football season breached the implied duties of good faith and fair dealing found in all contracts and in violation of the NCAA's Constitution, Division-1 Manual, Bylaws, rules, and policies, all of which should be construed in a manner most beneficial to all student-athletes, and in particular, McQuaide. *Comp.* p. 2, ¶ 3.

a. The NCAA

The NCAA is a private, unincorporated association that is comprised of approximately 1100 member educational institutions, including public and private colleges and universities located within the State of Ohio. The Supreme Court has characterized the NCAA as a "sprawling enterprise" that generates billions of dollars in revenues each year. *Pavia v. NCAA*, 760 F. Supp. 3d 527, 531-532 (M.D.Tenn.2024) citing *See Nat'l Collegiate Ath. Ass'n v. Alston*, 594 U.S. 69, 79, 93 (2021). The NCAA governs and controls all intercollegiate athletics of its member schools. *NCAA Constitution, Preamble*. Generally, Division I collegiate sports teams are the most popular and attract

the most money and the most talented athletes. *Pavia v. NCAA*, 760 F. Supp. 3d 527, 531-532 (M.D.Tenn.2024) citing *Nat'l Collegiate Ath. Ass'n v. Alston*, 594 U.S. 69, 79 (2021).

The entire purpose of the NCAA, as stated in its governing documents, including its constitution and bylaws, is not merely to regulate athletic competition, but to protect the health, fairness, and eligibility rights of student-athletes. *NCAA Bylaws 2025-2026*. The NCAA cannot exist without student-athletes, and arguably, should only exist *for* student athletes. One way in which the NCAA attempts to protect student athletes is by restricting the world of competition. For more than a decade, its Bylaws have prohibited student-athletes from engaging in more than four seasons of intercollegiate competition in any one sport and required them to complete all seasons of competition within five calendar years from the beginning of the semester or quarter in which they first registered for a minimum full-time program of studies in a collegiate institution. *NCAA Bylaw 12.6 (Seasons of Competition: Five-Year Rule.)*, *NCAA Bylaw 12.6.1 (Five-Year Rule)*.

The Five-Year Rule has long been subject to specific exceptions such as for military service, religious missions, study abroad, work cooperatives and internships, and pregnancy. *NCAA Bylaw 12.6.1.3 Academic Study Abroad Exception*, *NCAA Bylaw 12.6.1.4 Internship or Cooperative Educational Work Experience Program Exception*, *NCAA Bylaw 12.5.1.5 Pregnancy Exception*. The NCAA has also granted waivers “as it deems appropriate” in its sole discretion, typically for reasons “beyond the control of the student athlete,” including medical issues and family or financial emergencies, although a waiver may be granted for any reason. *Ridpath Aff.* ¶ 4, *Ridpath Testimony*, *NCAA Bylaw 12.6.1.7 Five-Year Rule Waiver*; *NCAA Bylaw 12.6.1.7.1 Waiver Criteria*; *NCAA Bylaw 12.6.1.7.1.1 Circumstances Beyond Control*.

As of June 24, 2026, and to be applied starting in the 2027-2028 season, the NCAA amended the eligibility rule to permit any student-athlete to play five seasons of competition within a five-year period of time so long as they enter college no later than the academic year after their nineteenth birthday. *Ridpath Aff.*, ¶ 4; *NCAA Bylaw 12.6*. This legislation eliminates all waivers including extreme but undefined hardships and will only allow narrow, currently-defined exceptions. *Ridpath Aff.* ¶ 4. The NCAA believes this will provide more regularity to the determination of who is eligible for competition. *See Comp. Ex. F, Affidavit of David Berri, PhD*. The NCAA did not add a retroactive ‘grandfather provision’ in the new Five-Year Rule for athletes who first enrolled full-time in the Fall of 2021, like McQuaide. *Ridpath Aff.* ¶ 4.

Although the NCAA has not contracted with non-member institutions and exercises no jurisdiction, governance, or control over those non-member athletic programs, it assesses a student-athlete’s participation in those collegiate institutions as if it were in an NCAA program. The NCAA defines a collegiate institution as a higher education institution that:

- (a) Is accredited at the college level by an agency or association recognized by the secretary of the Department of Education and legally authorized to offer at least a one-year program of study creditable toward a degree;
- (b) Conducts an intercollegiate athletics program, even though the institution is not accredited at the college level and authorized to offer at least a one-year program of study creditable toward a degree; or
- (c) Is located in a foreign country.

14.02.4 Collegiate Institution. The U.S. Code defines the term “intercollegiate sport” as “a sport played at the collegiate level for which eligibility requirements for participation

by a student athlete are established by a national association for the promotion or regulation of college athletics.” 15 U.S.C.S. § 7801(6). The U.S. Code, also in the chapter regulating the commerce and trade of sports agents with collegiate players, defines “student athlete” as “an individual who engages in, is eligible to engage in, or may be eligible in the future to engage in, any intercollegiate sport.” 15 U.S.C.S. § 7801.

The enforcement tool of the NCAA is NCAA Bylaw 12.9.4.2 (“Rule of Restitution”). Pursuant to the Rule of Restitution, the NCAA may take actions that punish the member institution:

if a student-athlete who is ineligible under the terms of the bylaws or other [NCAA] legislation is permitted to participate in intercollegiate competition contrary to such NCAA legislation but in accordance with the terms of a court restraining order or injunctive operative . . . and said injunction is voluntarily vacated, stayed or reversed or if it is finally determined by courts that injunctive relief is not or was not justified.

Rule of Restitution. Effectively, the NCAA uses the Rule of Restitution to retroactively punish student-athletes and their school if a court-ordered injunction is later overturned.

b. Patrick McQuaide

McQuaide has played a total of three seasons of NCAA Division-I football, and one year of football at a non-NCAA affiliated JUCO. *McQuaide Aff.* ¶ 48. It is clear that had it not been for COVID during McQuaide’s senior year at Solon High School, his college and football path likely would have taken a completely different trajectory.

i. High School (2017-2021)

McQuaide is 23 years old, and was born on April 1, 2003. *McQuaide Testimony.* He was raised and still resides in Solon, Ohio in Cuyahoga County. *McQuaide Aff.*, ¶ 2. From 2017-2021, McQuaide attended Solon High School and played football for his

father, Coach James McQuaide. *McQuaide Aff.* ¶ 9, *McQuaide Testimony*. Solon’s football program is one of the most competitive in the State of Ohio. *McQuaide Testimony*. In 2019, his junior year of high school, McQuaide was elected captain of Solon’s football team, by his teammates, a rare honor for an underclassman. *McQuaide Aff.* ¶10. After a strong season, McQuaide was well-positioned to earn a college scholarship dependent on his performance during his senior year. *McQuaide Testimony*, *Coach James McQuaid Testimony* (“*Coach Testimony*”). The few coaches and scouts who were permitted by the NCAA to contact him during his junior year were eager to see McQuaide participate in high school camps which take place in the spring and summer and are vital to the evaluation process. *McQuaide Aff.* ¶ 11-12, *McQuaide Testimony*.

Unfortunately for McQuaide, in the spring of his junior year of high school, the COVID pandemic began and fundamentally changed the recruiting process at this pivotal moment in his football career. *McQuaide Aff.* ¶ 13, *Ferrante Aff.* ¶ 21, *Coach Testimony*. All Spring and Summer football camps in 2020 were canceled. *McQuaide Aff.* ¶ 13, *Coach Testimony*. Then, the Fall 2020 high school football season during McQuaide’s senior year was limited to six games—less than half a normal season. *McQuaide Aff.* ¶ 15-19; *Affidavit of James McQuaide, July 1 2026* (“*Coach Aff.*”), ¶ 15-19. The games that McQuaide was able to play were affected severely by limited practices, a limited roster, and COVID infections. *McQuaide Aff.* ¶ 16-18, *Coach Testimony*. The traditional football recruiting cycle was completely altered, and McQuaide was unable, for reasons beyond his control, to participate in events like football camps, college visits, and in-person evaluations by college coaches and scouts. *McQuaide Aff.* ¶ 13-14, *McQuaide Testimony*. McQuaide’s limited season left college coaches unable to evaluate him properly to offer

him the chance to participate on their teams. *McQuaide Aff.* ¶ 13-19; *Coach Testimony*, *Ferrante Aff.* ¶ 20-21.

ii. Kent State University (2021 Season)

After graduating from high school with no football scholarship offers or any other opportunities, McQuaide enrolled at Kent State University (“Kent State”) as a late walk on at age 18. *McQuaide Aff.* ¶ 20, *McQuaide Testimony*. The Kent State Head Football Coach at the time, Sean Lewis (“Lewis”), did not provide McQuaide any opportunities for playing time. *McQuaide Aff.* ¶ 21-23. Other than running the scout team, McQuaide was given extremely limited opportunities to develop his skills during scrimmage or practice, despite substantial, initial promises to the contrary. *McQuaide Aff.*, 20-27. *Comp. Ex. D*, *NCAA Waiver Case File Submitted by Villanova (“Waiver File”), Letter from former Kent State Coach Sean Lewis*. In Spring 2022, Lewis told McQuaide he would not be considered for a scholarship, had no realistic path to playing time, and should go to another school if he wanted to play football., *McQuaide Aff.* ¶ 25. McQuaide entered the transfer portal soon after that conversation. *Waiver File*; see *McQuaide Aff.* 25-27.

iii. Mississippi Gulf Coast Community College (2022 Season)

For Fall semester 2022, McQuaide enrolled at Mississippi Gulf Coast Community College (“MGCCCC”) in Perkinson, Mississippi at age 19. *McQuaide Aff.* ¶ 28-29; *Coach Aff.* ¶ 23-24. MGCCC is not an NCAA member school and does not compete in the NCAA. *McQuaide Aff.* ¶ 28. It was, however, the only school that accepted McQuaide’s transfer, which he believed was essential to playing football, developing, and rebuilding his recruiting portfolio. *McQuaide Aff.* ¶ 27, 29. While at MGCCC, McQuaide was named a team captain, and he led all Junior College quarterbacks in the nation in passing for the

2022 season. *McQuaide Aff.* ¶ 28. McQuaide graduated from MGCCC in December 2022 with an Associate of Arts degree. *McQuaide Aff.* ¶ 30.

iv. Nicholls State University (2023-2024 Seasons)

In January 2023—after his successful year at MGCCC—McQuaide was offered a scholarship and enrolled at Nicholls State University (“Nicholls”) in Thibodaux, Louisiana at age 19. *McQuaide Aff.* ¶ 31, *McQuaide Testimony*. He chose this over his only other option, Western Illinois University, after evaluating the strength of the two programs relative to his position as quarterback. *McQuade Testimony*. He was the starting quarterback in the Fall 2023 and 2024 seasons, and earned Southland Conference All Academic honors. *McQuaide Aff.* ¶ 31-37; *Coach Aff.* ¶ 24-25, *McQuaide Testimony*. McQuaide graduated from Nicholls in May 2025 with a Bachelor of Arts degree in Interdisciplinary Studies. *McQuaide Aff.* ¶ 37.

v. Villanova (2025 Season)

Villanova is a member institution of the NCAA. *Ferrante Aff.* ¶ 9. As such, all of Villanova’s sports teams—including its football team—are governed by the NCAA’s Constitution, the NCAA’s Bylaws, the Division-1 Manual, and such other rules and regulations the NCAA adopts and promulgates. *Ferrante Aff.* ¶ 9. Villanova plays Division-I football in the NCAA’s Football Championship Subdivision (“FCS”). *Ferrante Aff.* ¶ 10. Villanova is nationally recognized as a top tier FCS program. *Ferrante Aff.* ¶ 10.

In January 2025, at age 22, McQuaide was recruited to Villanova University (“Villanova”) by Coach Ferrante as a graduate transfer student-athlete and played one season of football on scholarship that included tuition, room and board. *McQuaide Aff.* ¶ 38, *Ferrante Aff.* ¶ 10, 15. Last year, the cost for tuition, room, and board for an undergraduate degree at Villanova was more than \$90,000. *Ferrante Aff.* ¶ 15.

As the starting quarterback, McQuaide led Villanova to an impressive winning record, before ending the season in the semifinal game of the FCS playoffs. *McQuaide Aff.* ¶ 40, *Ferrante Aff.* ¶ 10. McQuaide had the best season, statistically, of his career. *McQuaide Testimony.* McQuaide was integral to Villanova's football success and was voted Coastal Athletic Conference (CAA) Honorable Mention as a quarterback and was awarded the offensive MVP for Villanova. *McQuaide Aff.* ¶ 40, *Ferrante Aff.* ¶ 12, *McQuaide Testimony.*

c. Controversy (2026 Season)

Villanova would like McQuaide to play as its starting quarterback for the 2026-2027 football season, and has reserved a spot on its roster for him. *Ferrante Aff.* ¶ 14. If McQuaide ultimately is deemed ineligible to play, it will not impact the roster for any other player, nor will it change the revenue sharing or NIL money of any other player. *Ferrante Aff.* ¶ 23-24. Villanova has had fifth- or sixth-year players on its football teams every year since 2020, which is when the NCAA granted every student-athlete in the NCAA an additional fifth year of competition. *Ferrante Aff.* ¶ 17, *Ridpath Testimony*, *Jerry Vaughn Testimony.* In 2026-27, Villanova will again have several fifth-year players on its team as well as one sixth-year player. *Ferrante Aff.* ¶ 17. Villanova will be switching conferences to the Patriot League for the 2026-2027 season, which they believe will increase their level of competition. *McQuaide Testimony*, *Ferrante Aff.* ¶ 13.

i. The Waiver Request

Under the NCAA's Bylaws, no student-athlete can petition the NCAA directly for a waiver; only NCAA member institutions have the right to pursue petitions and appeals. *NCAA Bylaw 12.6.1.6.2*, *Ferrante Aff.* ¶ 18. On or about January 16, 2026, Villanova submitted an initial waiver request to the NCAA on behalf of McQuaide, for the 2026-

2027 season under the then-applicable NCAA Five-Year Rule. *Ferrante Aff.* ¶ 18. Prior to the present year, the NCAA determined that McQuaide had four seasons of competition within his five-year period of eligibility, but one of those years was his attendance at a JUCO. Villanova sought to exclude McQuaide's non-NCAA season at MGCCC in 2022 as one of his four seasons of competition. *Waiver File*. Villanova stressed the impact COVID had on McQuaide's college football recruiting cycle and how MGCCC was a "necessary bridge rather than a choice to 'use' an additional season." *Waiver File*.

On March 24, 2026, the NCAA denied the waiver. *Waiver File*. McQuaide's 2022 year of JUCO football was the sole basis for the NCAA's waiver rejection. *Ferrante Aff.* ¶ 19, *Waiver File*. The NCAA's stated determination was that McQuaide's MGCCC year counted toward his four seasons of competition within five calendar years. *Id.* On April 15, 2026, Villanova appealed the NCAA's waiver denial. *Id.*

On June 26, 2026, two days after the enactment of the Five-Year Period of Eligibility Rule, the NCAA rendered its final decision regarding Villanova's waiver request, declaring McQuaide ineligible to play football for the 2026-2027 season and ending his career as an NCAA student-athlete. *Waiver File.*, *McQuaide Testimony*. The NCAA chose not to apply the new Five-Year Period of Eligibility Rule retroactively to McQuaide. *Ridpath Aff.* ¶ 4. As will be discussed, this rule change was perceived to be a response to the decision in *Pavia*. 760 F. Supp. 3d 527. Despite the ruling in *Pavia*, the NCAA rejected Villanova's waiver application. "This rule change specifically excludes McQuaide, and all similarly situated student-athletes because the NCAA arbitrarily chose not to apply it retroactively." *Ridpath Aff.* ¶ 4.

ii. The Impact of the Waiver Denial

Villanova's football practices began on July 30, 2026 and players were scheduled to report on July 29, 2026. *McQuaide Testimony, Ferrante Aff.* ¶ 24. Their first game is scheduled for August 28, 2026. *Ferrante Aff.* ¶ 28. McQuaide missed all of Villanova's Spring football practices and all of Villanova's Summer camp and football practices. *Ferrante Aff.* ¶ 24. It is imperative to the success of Villanova's fall season that if McQuaide is permitted to play in the Fall 2026 season that he participate in as many practices as soon as possible. *Ferrante Aff.* ¶ 24.

In addition to prohibiting him from playing for the season, McQuaide effectively is being denied his football scholarship to Villanova, which would allow him to further his academic studies and pursue additional post-graduate degrees or certificates. *McQuaide Testimony.* A football scholarship is imperative for McQuaide to continue his academic studies at Villanova. *McQuaide Testimony.* His scholarship for 2026-2027 would cover the cost for tuition, room, and board, and is valued at more than \$90,000. *Ferrante Aff.* ¶ 14-16, *McQuaide Aff.* ¶ 46, 49. In addition to those benefits, McQuaide will receive as much as \$20,000 in revenue sharing payments, the most ever paid to a Villanova football player, as well as NIL compensation. *Ferrante Aff.* ¶ 14-16, *McQuaide Aff.* ¶ 46, 49. It is also his last, and best opportunity, to develop his athletic resume to be properly evaluated by scouts, coaches, and talent evaluators, not only in the NFL, but in other professional football leagues, including the UFL, the Canadian Football League, and European football leagues, some of whom have already extended him offers. *McQuaide Testimony, McQuaide Aff.* ¶ 42, 44. He will also be able to strengthen his relationships with his coaches and NFL professionals should he decide to pursue a career in the back offices of a football program. *McQuaide Aff.* ¶ 42.

McQuaide has already foregone other potential jobs and recruiting activities while awaiting a final determination from the NCAA on his eligibility. *McQuaide Testimony*. Pro Day is a spring opportunity for college players to train at an NFL facility and exhibit their skill to NFL representatives, for Villanova, this would take place with the Philadelphia Eagles. *McQuaide Testimony*. McQuaide opted not to participate in a pro day, a pre-requisite in the NFL recruiting process, because doing so would have made him ineligible to play any additional college football. *McQuaide Aff.* ¶ 43. Nor could McQuaide accept an invitation to participate in Combine, another required NFL recruiting event, for the same reasons. *McQuaide Testimony*. McQuaide also passed up coaching opportunities at Mississippi East Community College, a rival school from his time at MGCCC, which would have paid approximately \$50,000 plus rooming expenses, as well as a teaching and coaching position with St. Ignatius High School in Cleveland. *McQuaide Testimony*.

C. LEGAL STANDARDS AND ANALYSIS

McQuaide believes that his academic and athletic documentation demonstrates that his NCAA career falls within the parameters that have historically qualified for a Seasons of Competition: Five-Year Rule waiver, specifically, circumstances outside the control of the student-athlete or the institution and time spent at non-NCAA institutions. *Ridpath Aff.* ¶ 2. *NCAA Bylaw 12.6.1.7.1 Waiver Criteria*. He also believes that he has substantiated an exception under the Extreme Hardship Exception. *NCAA Bylaws*. The NCAA believes that the rules were properly applied to McQuaide. For the following reasons, the Court finds that injunctive relief is appropriate.

a. Injunctive Relief

Injunctions are preventative remedies, “designed to guard against future injury rather than to afford redress for wrongs already suffered.” *Shuttleworth v. Knapke*, 2003-Ohio-918 (2d Dist.). The purpose of injunctive relief is to maintain the status quo of the parties—as much as is possible—in their respective positions until an action is resolved. *Hamilton Watch Co. v. Benrus Watch Co.*, 206 F. 2d 838 (2d Cir. 1953). McQuaide requested a temporary restraining order, preliminary injunction, and permanent injunction from this Court.

Ohio.Civ.R. 65 and R.C. Chpt. 2727, which govern injunctive relief in the State of Ohio, do not specifically set forth any issues or standards by which the Court should adjudicate requests, but Ohio Courts have long applied the “Four Factors” test to evaluate a party’s right to injunctive relief. *Gould v. Chesapeake & Ohio Ry. Co.*, 10 Ohio Np.P 129, 140-41. (1910). Those four factors are:

1. That the moving party has a likelihood of success on the merits;
2. That there is an immediate and certain threat of irreparable harm absent such relief.
3. That the injury suffered by the parties enjoined, if any, will not outweigh the potential injury suffered by the moving party absent the relief; and
4. That the public interest will be served by maintaining the status quo between the parties.

Id.

A mandatory injunction is one that seeks to compel an action, while a prohibitory injunction prevents action. *State ex rel. Kuhar v. Medina County Board of Elections*, 108 Ohio St. 3d 515 (2006). A prohibitory injunction is an adequate remedy in the ordinary

course of law.” *State ex rel. Evans v. Blackwell*, 111 Ohio St. 3d 1, 8 (2006). A mandatory injunction is an extraordinary remedy and therefore not an “adequate remedy in the ordinary course of law. *Id.* A right to a mandatory injunction “exists only when some fundamental or organic right already vested has been abridged, infringed upon, or eliminated.” *State ex rel. Celebrezze v. National Lime and Stone Co.*, 680 Ohio St. 377, 384 (1994), *State ex rel. Pressley v. Indus. Comm’n*, 11 Ohio St. 2d 141, 153 (1967).

Courts may appear to order mandatory relief when in reality, the relief is prohibitory because the only way to prevent an action is to undo an act which has already been done. *Mike Lapine, Inc. v. Cleveland Bus. Show, Inc.*, 1986 Ohio App. LEXIS 6131 at *14 (8th Dist. Mar. 27, 1986). In *Lapine*, the court order prohibited certain actions at the 1984 Cleveland Business Show, but also required an accounting and retraction of certain statements made by the defendants. *Id.* The Court found that the requirement of affirmative action is appropriate when it requires the undoing of an act which has already been completed. *Id.*

b. McQuaide has a likelihood of success on the merits

The Court finds that McQuaide has a likelihood of success on the merits. The Court relies on the reasoning and finding of the *Pavia* Court. 760 F. Supp. 3d 527 (U.S. Dist. Tenn. 2024). Diego Pavia was the starting quarterback for Vanderbilt University and led their football team to remarkable success in the 2025-2026 season. *Id.* at 534. Pavia had previously played at New Mexico Military Academy, a JUCO, in the 2020-2021 and 2021-2022 seasons, and New Mexico State University, an NCAA Division I school during the 2022-2023 and 2023-2024 seasons. *Id.* at 534. His 2020-2021 season was not counted toward his eligibility as part of the NCAA’s blanket waiver permitting institutions to apply a season of competition and a one-year eligibility waiver because of COVID. *Id.* at 534, fn.

5. The NCAA, however, refused to allow the waiver for the 2021-2022 season, and determined that he was ineligible to play in the 2025-2026 season for Vanderbilt as Pavia had exhausted his four years of eligibility within five calendar years under the Seasons of Competition Bylaw. *Id.* Pavia sought an injunction for an additional year of eligibility. *Id.* at 535.

The *Pavia* Court found that, following the Supreme Court's decision in *Alston*, the Bylaws of the NCAA are subject to the federal Sherman Antitrust Act, and that these rules unreasonably restrain trade in the labor market for college football. *Id.* at 537. Ultimately, the *Pavia* court found that:

The eligibility bylaws induce potential football players to attend NCAA institutions rather than non-NCAA institutions even when non-NCAA institutions, such as junior colleges might be in their best interest. Therefore, the rule harms student athletes when they are making decisions on whether to attend a junior college or an NCAA institution.

Id. at 539. These effects on the labor market for collegiate athletics cause downstream effects for consumers. *Id.* Ultimately, the Court did not require any of Pavia's time at the Military Academy to count toward his eligibility determination. *Id.* at 542. The Court found that the NCAA's rule counting playing time at a non-NCAA institution prior to NCAA enrollments was a pretextual justification to apply their same rigorous timeline to junior college athletics when such programs do not "provide an academic or athletic experience equivalent to that of Division I Institutions." *Id.* at 542.

The Court finds that based on the evidence provided by Plaintiff Patrick McQuaide, and based on the reasoning in *Pavia*, the NCAA's determination as to his eligibility for the 2026-2027 Division 1 men's football season was arbitrary and capricious. McQuaide presented a preponderance of objective evidence that he was deprived of any meaningful

opportunity to participate in the 2021-2022 football season by the COVID pandemic, primarily because the normal recruiting process was unavailable to him. Because of this, in order to continue his football career, he had no option but to walk-on to Kent State University, which was only available to him as a consideration to his father. *Coach Testimony*. The NCAA asserts this decision started the clock on his five years of eligibility under the current bylaws, even though the parties agree that his time at Kent State should not count toward his years of competition.

McQuaide's year at Kent State was hardly the type of "redshirt" year for which this rule was created. But for his reliance on a less than honest and forthright member of Kent State's coaching staff, McQuaide could have unenrolled at the beginning that season, thereby extending—without question—his time eligibility to the upcoming 2026-2027 season. But for that year at Kent State, McQuaide would have never been required to enroll at MGCCC, a school whose football program is not under the purview of the NCAA. Coach Lewis' letter confirms McQuaide's college football career was shaped by extreme circumstances outside the normal recruiting process and outside of McQuaide's control. *Waiver File, see James McQuaide Aff.* ¶ 31.

Moreover, those extreme hardships, beginning his senior year of high school and extending through his season at MGCCC, compounded upon each other to unreasonably delay McQuaide's progress. After his disastrous year at Kent, in order to continue his football career, he had no choice but to play at non-NCAA member MGCCC in the 2022-2023 season. The Court finds the facts in this case more persuasive than those in *Pavia*. The Court finds that, like *Pavia*, McQuaide's year at MGCCC should not count toward his seasons of competition or his five-year limit under the current NCAA Bylaws.

Those student-athletes who opted not to enroll or who did not substantially compete during the COVID pandemic were generally provided waivers for at least the 2020-2021 and occasionally the 2021-2022 competition years. *Vaughn Testimony*. These statistics do not account for student-athletes who started after COVID, like McQuaide, whose college athletic careers also were irreparably harmed by the pandemic but are not subject to the same relief. Arguably, just like those students, McQuaide was unable to play in the Fall 2021 season, and enrolled in a less vigorous junior college program for Fall 2022, for those very same reasons.

Under the more-inclusive newly enacted 12.6 Five Year Period of Eligibility Bylaw, a student athlete's first year of eligibility will commence either the year after a student turns 19 or after five years of competition. If the new rule applied, McQuaide could be eligible to play the 2026-2027 season as he did not turn 19 years of age until after the completion the 2021-2022 season. This shows that the NCAA's intent is to include more students like McQuaide, not fewer, and to permit students even older and more experienced than McQuaide to participate in NCAA athletic programs.

i. Antitrust Claims

Ohio's antitrust statutes, known as the Valentine Act, are contained in R.C. Chapter 1331: Monopolies, and were modeled after and have been interpreted in tandem with the federal Sherman Antitrust Act. *C.K. & J.K., Inc. v. Fairview Shopping Ctr. Corp.*, 63 Ohio St.2d 201, 204 (1980). The Valentine Act prohibits conspiracies against trade, including "every combination, contract, or agreement in the form of a trust" that unreasonably restrains trade or commerce within the State of Ohio. *R.C. 1331.04*. "To establish a restraint of trade claim, a plaintiff must show that there is a combination of effort by two or more actors that unreasonably restrains trade in a relevant market." *Aladdins Lights*,

2017-Ohio-7229, ¶ 13 (9th Dist.), citing *Eichenberger v. Graham*, 2013-Ohio-1203, ¶ 14 (10th Dist.), citing *N.H.L. Players' Assn. v. Plymouth Whalers Hockey*, 325 F.3d 712, 718 (6th Cir.2003). consistent with federal antitrust principles Ohio Courts applying the rule of reason to determine if a restraint on trade is unreasonable. *Clarkwestern Dietrich Building Systems, LLC v. Certified Steel Stud Ass'n, Inc.*, 2017-Ohio-1091 (12th Dist.).

A rule of reason analysis requires the plaintiff to prove all of the following:

- (1) that the defendant(s) contracted, combined, or conspired;
- (2) that such contract produced adverse anticompetitive effects;
- (3) within the relevant product and geographic markets;
- (4) that the objects of and conduct resulting from the contract were illegal; and
- (5) that the contract was a proximate cause of plaintiff's [antitrust] injury."

Island Express Boat Lines, 2007-Ohio-1041, ¶ 74 (6th Dist.), quoting *Care Heating & Cooling, Inc. v. American Standard, Inc.*, 427 F.3d 1008, 1014 (C.A. 6, 2005).

In recent years, and as recently as this week, numerous lawsuits and rulings have addressed the appropriateness of injunctive relief under antitrust laws in the context of the application of the Seasons of Competition and Five-Year rule under the NCAA Bylaws. *Martinson v. NCAA*, 804 F. Supp. 3d 1109, 1119 (D.Nev.2025); *Donovan "Puff" Johnson v. Nat'l Collegiate Athletic Ass'n*, 26CVH01-439 (Franklin Cty. C.P.), *Borovicanin, et al. v. Nat'l Collegiate Athletic Ass'n*, A2603352 (Hamilton Cty. C.P); *Pavia v. NCAA*, 760 F. Supp. 3d 527, 536 (M.D.Tenn.2024). *Wisne, et al. v. Nat'l Collegiate Athletic Ass'n*, 1:2026cv03063 (Col. 2026). The cases cited above all found that the actions of the NCAA implicated antitrust violations. The NCAA claims that since the McQuaide did not file a

claim under the federal Sherman antitrust act and only the Valentine Act under Ohio law, that McQuaide has no standing under state antitrust claims since Villanova is located in Pennsylvania. Case law has addressed that the Valentine Act addresses both intrastate and interstate restrictions on trade. *See, for example, Heritage Plastics Inc. v. Rohm and Haas Co.*, 2004 WL 816949 (Ohio C.P.).

There is no reasonable dispute between the parties that the NCAA's Constitution, Bylaws, Division-1 Manual, and rules which the NCAA promulgates and to which all NCAA member institutions become bound constitute a combination, contract, or agreement under the Valentine Act. *Ridpath Testimony*. Dr. Ridpath noted, importantly, that the athletes have little to no voice in these rules. *Ridpath Testimony*. Nor do student athletes have the ability to request that the NCAA relieve them of any application of the rules. *NCAA Bylaw 12.6.1.6.2, Ferrante Aff.* ¶ 18. This lack of direct student-athlete advocacy and lack of direct recourse and due process is likely in itself a violation of the Valentine Act. The Court finds that McQuaide presented evidence that not only will he be harmed by the NCAA's unreasonable application of the Five-Year Rule as a horizontal restraint to the collegiate athletic market, but that this antitrust violation harms the entire market for Division-1 college football student athletes. Some of these harms, as it relates to McQuaide took place within the jurisdiction of Ohio.

Further, the Court finds that these efforts by the NCAA diminish the quality of competition and labor market in the league. Specifically, post-*Alston*, through the weakening or elimination of athletic scholarships, NIL compensation, revenue sharing, and direct compensation payments to student athletes that the NCAA is now required to allow its member institutions to make, McQuaide has experienced the effects of the NCAA's undue market constrictions. The NCAA's definitions of what constitute a season

of competition can no longer be justified under the guise of amateurism but rather are subject to antitrust scrutiny under the rule of reason pursuant to the Valentine Act.

The NCAA's decision to foreclose certain student-athletes from the modern intercollegiate athletic market for participating in lesser far outweigh any procompetitive benefits. Not only do these decisions by the NCAA determine student-athletes' collegiate economic opportunities, but they have the potential to change the entire trajectory of student-athletes' post-college economic opportunities and professional sports careers.

ii. Breach of Contract Claims

In addition to a contract's express terms, every contract imposes an implied duty of good faith and fair dealing in its performance and enforcement. *Lucarell v. Nationwide Mut. Ins. Co.*, 2018-Ohio-15, ¶ 42. "Good faith performance or enforcement of a contract emphasizes faithfulness to an agreed common purpose and consistency with the justified expectations of the other party." *Lucarell* at ¶ 43, quoting *Restatement, Sec. 205, comment a*. Ohio law recognizes intended third-party beneficiaries as having enforceable rights under a contract. *Grant Thornton v. Windsor House, Inc.*, 57 Ohio St. 3d 158 (1991). Under Ohio law, every contract contains an implied duty of good faith and fair dealing. That duty implies "honesty and reasonableness in enforcement of a contract" and faithfulness to an agreed common purpose and consistency with the justified expectations of the other party." *Wells Fargo Bank, N.A. v. Daniels*, 2011-Ohio-6555, ¶ 14 (1st Dist.).

Student-athletes are the clear third-party beneficiaries of the work of the NCAA. The NCAA violated the duty of fair dealing inherent in every contract by enforcing the Five-Year Rule in a manner that is inconsistent with the NCAA's own Constitution and Bylaws. The NCAA's actions have unfairly penalized McQuaide for extreme circumstances beyond his control. Declaring him ineligible for the 2026-2027 results in disparate

treatment of McQuaide compared to similarly-situated student athletes who have received waivers under the same, or less extreme hardships. *Ridpath Aff.* 91, *Ridpath Testimony*, *Vaughn Testimony*, *See Pavia*, generally.

The NCAA's decision regarding McQuaide is in direct contradiction of the philosophy on which it was based. "The basic purpose of the [NCAA] is to support and promote healthy and safe intercollegiate athletics, including national championships, as an integral part of the education program and the student-athlete as an integral part of the student body." *NCAA Constitution, Preamble*. "Divisional bylaws shall be designed to promote informed decisions and balance the interests of prospective and current (or transfer) student-athletes, their educational institutions and intercollegiate athletics as a whole." *NCAA Constitution, Art. 1(E), Principles*. The Court finds that McQuaide's season at MGCCC do not count toward his NCAA eligibility as it applies to both the seasons of competition and the five-year clock.

iii. Declaratory Action

The Court believes, consistent with the above determinations, that McQuaide is likely to be granted permanent declaratory relief.

c. The immediate and certain threat of irreparable harm

Absent injunctive relief, McQuaide will face clear, irreparable harm, as he will lose both the opportunity to participate in and the substantial economic benefits from playing in Villanova's football program during the 2026-2027 season. While the Court cannot predict what this upcoming season may bring, it is certain that McQuaide will be directly harmed by not participating. Additionally certain, should this relief not be granted, is the complete foreclosure of any further professional football career for McQuaide.

d. Balancing of Potential Injuries to the Parties

The harm to McQuaide is obvious. The NCAA has not provided evidence of any harm that it will experience other than the negative precedent this case may set, though the Court makes no findings on the NCAA bylaws other than in this specific application as to McQuaide.

e. Service of Public Interest

The Court finds that the interests of the general public will not be adversely affected by this ruling. Further, no other player or potential player will be harmed. Villanova has reserved a spot for McQuaide and McQuaide only. Should this injunction be denied, it will not impact any other individual. Nor does the Court find that the general public will be adversely affected if McQuaide is denied his requested relief. Rather, the public can only benefit from the increased competition this decision affords.

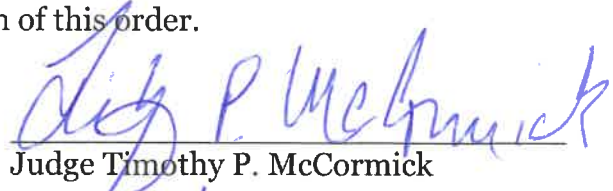
D. ORDER

In balancing the factors above, the Court grants Plaintiff Patrick McQuaide's Motion for Preliminary Injunction and orders the following:

1. The NCAA is restrained and enjoined from enforcing, applying, or attempting to enforce the Five-Year Rule against Patrick McQuaide for the 2026-2027 Division I men's football season and academic year;
2. The NCAA is restrained and enjoined from enforcing, applying, or attempting to enforce its denial of Patrick McQuaide's Waiver for the 2026-2027 Division I men's football season and academic year;
3. The NCAA is restrained and enjoined from threatening, initiating, or imposing any penalty, sanction, or adverse eligibility determination against Patrick McQuaide or Villanova University, its coaches, athletes, staff, administrators, agents, and affiliates, arising from Patrick McQuaide's participation in practices or games during the pendency of this Court's Order;
4. The NCAA is restrained and enjoined from enforcing NCAA Bylaw 12.9.4.2, commonly referred to as the "Rule of Restitution," against Patrick McQuaide or

Villanova University in connection with participation authorized by this Order;
and

5. The NCAA shall consider and treat Patrick McQuaide as immediately eligible to participate in Division I men's football at Villanova University during the pendency of this order.
6. No bond is required for the execution of this order.


Judge Timothy P. McCormick

Date: 8/1/26