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Case No. C20268537
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IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF PIMA

Randall Godfrey, Jr., an individual Plaintiff, v. Arizona Board of Regents, a body corporate, for and on the behalf of The University of Arizona, Defendant.	Case No. **VERIFIED COMPLAINT** (Breach of Contract) (Expedited Relief Requested; Application for Temporary Restraining Order and Preliminary Injunction Filed Concurrently) (Tier 2)

Plaintiff Randall ("RJ") Godfrey Jr. ("P laintiff" or "Godfrey"), by and through undersigned counsel, brings this action for breach of contract against Defendant Arizona Board of Regents, for and on behalf of the University of Arizona ("Arizona" or the "University"), to require the University to do what its contracts require: certify Godfrey's eligibility to compete in NCAA Division I men's basketball for the 2026-27 season "under the terms of the bylaws" of the NCAA Division I Manual (the "Manual").

Effective August 1, 2026, Bylaw 12.6 of the Manual gives every "individual" five years to compete, measured from the earlier of initial full-time college enrollment or the academic year after the individual's nineteenth birthday. Godfrey first enrolled in college in 2022. The 2026-27 season is his fifth year. Under the plain text of the bylaw, he is eligible.

Godfrey is enrolled at the University and is a member of its men's basketball team. The University recruited him for the 2026-27 season and has rostered him. But the University has not certified him as eligible to compete. Its failure to do so rests on nothing in the Manual. It rests instead on a directive from the NCAA in an "Ed column" (Ex. A, email from Arizona Compliance) from prior to publication of the 2026-27 Manual along with press releases, website guidance, and an effective-date note in legislative history that purport to exclude athletes who first enrolled in college in 2022 (the "Class of 2022")—an exclusion that appears nowhere in Bylaw 12.6 or anywhere else in the Manual.

The University is a member of the NCAA. Under the Manual, it "agrees to administer its athletics program in accordance with the bylaws" and "is responsible for certifying the eligibility of student-athletes under the terms of the bylaws." NCAA Bylaws 20.2.4.1, 20.2.4.4. Its agreements with Godfrey likewise require it to administer his participation in its basketball program in accordance with the Manual. By declining to certify Godfrey under the terms of Bylaw 12.6, the University is breaching those obligations.

This action asserts a single claim, for breach of contract, against a single defendant. Godfrey does not sue the NCAA and seeks no relief against it. He seeks only an order requiring the University to perform its own contractual obligations to him.

Basketball season has begun. Every game Godfrey misses is a game he can never get back. He therefore seeks a temporary restraining order, a preliminary injunction, and ultimately a permanent injunction and specific performance requiring the University to certify him as eligible under Bylaw 12.6 and to permit him to compete, subject only to the Manual's other generally applicable eligibility requirements.

PARTIES

1. Plaintiff Randall ("RJ") Godfrey Jr. is a member of the Class of 2022 and a member of the men's basketball team at the University of Arizona in Tucson, Pima County, Arizona. Godfrey played basketball at Clemson University in the 2022-23 and 2023-24 seasons, then transferred to the University of Georgia in Athens, Georgia, for the

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2024-25 season, then returned to Clemson for the 2025-26 season. He competed for playing time against Hunter Tyson, Joseph Girard III, Al-Amir Dawes, Alex Hemenway, Dakota Leffew, Tywin Lawrence, and Jestin Porter, each of whom was in his fifth season of competition. Godfrey is enrolled at and playing basketball for the University of Arizona.

2. Defendant Arizona Board of Regents ("ABOR") is "a body corporate with perpetual succession" that may "[s]ue and be sued." A.R.S. § 15-1625(A), (B)(3). ABOR governs the University of Arizona and enters into contracts for and on its behalf. ABOR maintains its principal office at 2700 North Central Avenue, Suite 400, Phoenix, Maricopa County, Arizona 85004. The University of Arizona is an active member of NCAA Division I and competes in men's basketball as a member of the Big 12 Conference. The University is bound by the Manual, including Bylaw 12.6. References to "Arizona" or the "University" in this Complaint refer to ABOR acting for and on behalf of the University of Arizona.

JURISDICTION, VENUE, AND TIER DESIGNATION

3. This Court has subject matter jurisdiction under Article 6, Section 14 of the Arizona Constitution because this is an action at law and in equity for breach of contract seeking specific performance and injunctive relief.

4. This Court has personal jurisdiction over ABOR, a body corporate of the State of Arizona whose principal office is in Maricopa County.

5. Venue is proper in Pima County. The University of Arizona is located in Pima County, and the University's written contractual obligations to Plaintiff—including its obligations to administer his participation under the Manual and to certify his eligibility and permit him to compete—are to be performed in Pima County. *See* A.R.S. § 12-401(5) (a person who has contracted in writing to perform an obligation in a county may be sued in that county). Venue is independently proper in Pima County because ABOR is a body corporate and the cause of action, or a part thereof, arose in Pima County, where the University conducts its intercollegiate athletics program, owns property, and recruited, enrolled, and rostered Plaintiff. *See* A.R.S. § 12-401(18).

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6. Plaintiff seeks no money damages. He seeks only specific performance and injunctive relief compelling the University to perform its contractual obligations, together with costs and attorneys' fees under A.R.S. § 12-341.01. The public-entity claim statute, A.R.S. § 12-821.01, therefore does not apply. *See Martineau v. Maricopa County*, 207 Ariz. 332, 337 ¶ 24 (App. 2004).

7. Plaintiff seeks only nonmonetary relief. Pursuant to Arizona Rule of Civil Procedure 26.2, this action is properly designated as Tier 2. Pursuant to FASTAR 101(b)(1), this case is not eligible for assignment to the program. A FASTAR 102(a) Certificate is filed concurrently with this Complaint.

8. Complete relief can be accorded between the existing parties. The relief Plaintiff seeks runs only to the University's own performance of its own contractual obligations to him—certifying his eligibility and permitting him to compete. Plaintiff seeks no relief against, and no declaration binding on, any non-party.

PRIOR PROCEEDINGS

9. In July 2026, Godfrey and other members of the Class of 2022 sued the NCAA in the Superior Court of Cobb County, Georgia. *Godfrey v. NCAA*, Civil Action File No. 26CV05617 (Ga. Super. Ct. Cobb Cty.). The University was not a party to that action.

10. After an evidentiary hearing on July 29, 2026, the Cobb County court entered an Order Granting Interlocutory Injunction on August 5, 2026, concluding that "[t]he NCAA engaged in arbitrary and unreasonable conduct that prevented Plaintiffs from receiving the fruits of their bargain," enjoining the NCAA from enforcing Bylaw 12.6 against the plaintiffs, requiring no bond, and setting the case for trial in January 2027. Ex. F at 6–7.

11. On September 9, 2026, the Court of Appeals of Georgia granted the NCAA's emergency motion and stayed the interlocutory injunction pending appeal in a one-paragraph order that offered no analysis of the plaintiffs' claims. *NCAA v. Godfrey*, No. A27E0026 (Ga. Ct. App. Sept. 9, 2026) (Ex. G).

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12. The Georgia hearing, injunction, and stay all predated the NCAA's publication of the 2026-27 Manual. When the Georgia courts ruled, the plaintiffs did not have the published text of amended Bylaw 12.6, which—as set forth below—contains no exclusion of the Class of 2022 and makes Godfrey eligible on its face.

13. On October 27, 2026, Godfrey voluntarily dismissed his claims in the Georgia action without prejudice due to his inability to receive relief prior to the conclusion of the 2026-27 season. No court has ruled against Godfrey on the merits. The only court to consider his claims on the merits found in his favor. And no court has considered the claim asserted here: that the University, a party to its own contracts with *Godfrey*, must certify him under the terms of the bylaws.

FACTUAL BACKGROUND

A. The Manual Binds the University.

14. The NCAA and its member institutions are bound by the Manual, which contains the NCAA's Constitution and Bylaws and is amended and republished annually. Under Arizona law, "[t]he rights of members of a private organization are governed by the articles of incorporation and by-laws, which constitute a contract between the members and the organization, and among the members themselves." *Rowland v. Union Hills Country Club*, 157 Ariz. 301, 304 (App. 1988).

15. Each active member institution, including the University, "agrees to administer its athletics program in accordance with the bylaws" and "is responsible for certifying the eligibility of student-athletes under the terms of the bylaws." NCAA Bylaws 20.2.4.1, 20.2.4.4; Ex. B. The Manual assigns that certification responsibility to the institution itself: procedures for eligibility certification "shall be approved by the president or chancellor, who may designate an individual on the institution's staff to administer proper certification of eligibility." NCAA Bylaw 20.2.4.4; Ex. B. A member institution must certify an athlete's eligibility before permitting him to represent the institution in intercollegiate competition. The eligibility determination thus rests with the University, which must make it "under the terms of the bylaws."

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B. Bylaw 12.6 Makes Godfrey Eligible for 2026-27.

16. For decades, the Manual gave athletes a five-year period of eligibility but limited them to four seasons of competition within that period. In June 2026, the NCAA's Division I governance structure amended Bylaw 12.6 to eliminate that limitation. As currently in effect, Bylaw 12.6 provides:

> **12.6 Five-Year Period of Eligibility.** An individual's period of eligibility for practice and competition shall be limited to five academic years. An individual's five-year period of eligibility begins with the earlier of the following: (Revised: 7/31/14, 6/6/25 effective 7/1/25, 6/24/26 effective 8/1/26, 9/9/26)
>
> (a) The regular academic term (semester or quarter) of an academic year in which the individual enrolls in a collegiate institution (domestic or foreign; see Bylaw 14.02.4) in a minimum full-time program of studies and attends a class in that term while enrolled full time; or
>
> (b) The beginning of the regular academic year immediately after the individual's 19th birthday.

Ex. B (2026-27 Manual, Bylaw 12.6). The Manual defines "individual" to mean "a person before and after enrollment in a member institution." *Id.* (Bylaw 12.01.2).

17. Godfrey first enrolled full time in college in the fall of [C1.1]2022, and he began college no later than the first academic year after his nineteenth birthday. Godfrey is 23 years old and is within five years of his initial full-time collegiate enrollment. Ex. A. His five-year period of eligibility runs from 2022-23 through 2026-27. He has competed in four seasons. Under the plain text of Bylaw 12.6, he is eligible to compete in 2026-27.

18. Bylaw 12.6 contains no exclusion for athletes who first enrolled in 2022 or who competed in four seasons under the prior rule. By contrast, at least thirty other provisions of the Manual expressly limit their application to athletes "initially enrolling" after a stated date, including provisions that apply only "for student-athletes initially enrolling full time in a collegiate institution on or after 8/1/23." That is the language the NCAA's membership would have used to exclude the Class of 2022. It did not. See *Daley v. NCAA*, Cause No. 53C06-2609-PL-002418 (Monroe Cir. Ct. Sept. 23, 2026), slip op. at 33–34.[2.1]

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C. The Purported Exclusion Appears Nowhere in the Manual.

19. In April 2026, the NCAA announced that its new rule would likely extend to all current athletes, including the Class of 2022. Days later, the Division I Board of Directors directed that the Class of 2022 be excluded. When the rule was adopted in June 2026, however, the exclusion did not make it into the bylaw. The NCAA instead relies on an effective-date note to Proposal 2026-44 and on press releases and website guidance—none of which is part of the Manual.

20. The NCAA has since passed on repeated opportunities to write the exclusion into the Manual. On August 3, 2026, the Division I Cabinet adopted further emergency legislation amending Proposal 2026-44's effective date, but only to address the legislated exceptions to the season-of-competition rules. On September 9, 2026, the NCAA revised the text of Bylaw 12.6 itself. The revised bylaw, like the original, contains no exclusion of the Class of 2022. *Scalia v. NCAA*, No. CV 2026 10 2715 (Ohio C.P. Butler Cty. Nov. 2, 2026), slip op. at 5–7, 18–19.[3.1]

21. The Manual itself required any such exclusion to be codified. Bylaw 9.3.1.1 permits interpretation of legislation consistent with the membership's intent, but mandates that "[a] modification of wording shall be codified in the legislation." Id. at 18. The exclusion was never codified. As one court concluded, there is "no logical reason for the exclusion to be omitted from the Manual if it was the Cabinet's true intent." *Id.* at 19.

22. Nor does Bylaw 12.01.1, which refers to "governing athletics eligibility legislation and interpretations," incorporate the NCAA's press releases or the effective-date note into the Manual. The Manual does not define "interpretations," and the Manual itself describes its operating bylaws as the "legislation adopted by the membership." *See id.* at 16–18.

23. The NCAA has nonetheless told member institutions, publicly and privately, that they may not certify members of the Class of 2022 as eligible, and it has threatened penalties against institutions that roster such athletes.

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24. The University recruited Godfrey for the 2026-27 season, enrolled him, and rostered him on its men's basketball team.

25. Godfrey is an intended third-party beneficiary of the University's membership agreement with the NCAA, under which the University agreed to administer its athletics program in accordance with the bylaws and to certify its athletes' eligibility under the terms of the bylaws. Those provisions exist to govern, and directly benefit, student-athletes like *Godfrey*. Courts across the country have so held. E.g., *Daley v. NCAA*, Cause No. 53C06-2609-PL-002418 (Monroe Cir. Ct. Sept. 23, 2026), slip op. at 32 [4.1](student-athletes "are intended third-party beneficiaries of the Manual . . . as the Manual is intended to benefit Plaintiffs, explicitly names student athletes, and contains direct obligations to Plaintiffs and all other student-athletes"); *Scalia v. NCAA*, No. CV 2026 10 2715 (Ohio C.P. Butler Cty. Nov. 2, 2026), slip op. at 15[5.1] ("The NCAA's Constitution and Bylaws evidence a clear intent to benefit student-athletes."); *Bloom v. NCAA*, 93 P.3d 621, 623–24 (Colo. App. 2004).

26. Despite these obligations, the University has not certified Godfrey as eligible for the 2026-27 season and has withheld him from competition. On November 2, 2026, Plaintiff's counsel formally requested that the University certify Godfrey's eligibility under Bylaw 12.6. Ex. A.[C6.1] The University, through its Senior Associate Director of Athletics Compliance, declined, explaining that it "has not certified RJ as eligible to compete because the NCAA has directed (through an Ed Column)" that student-athletes who began college in 2022 and exhausted their eligibility under the prior bylaws "are not eligible under the new age-based eligibility model (current NCAA bylaw 12.6) unless a court order applying to that specific student-athlete has enjoined the rule or otherwise ordered that the student-athlete is eligible to compete." Ex. A. The University's refusal thus does not rest on any provision of the Manual; it rests solely on the NCAA's extra-textual directive and threats, and the University has represented that it will certify Godfrey upon a court order establishing his eligibility.

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D. Courts Across the Country Have Held That Bylaw 12.6 Means What It Says.

27. More than fifty courts in at least twenty-five states have granted injunctive relief to more than 300 members of the Class of 2022. Among them, the Monroe Circuit Court in Indiana—where the NCAA is headquartered—held that "[u]nder the plain, unambiguous text of the Manual, Plaintiffs are eligible," and that the NCAA is "estopped from arguing that documentation outside the Manual modifies the Manual" because it has represented that it "speaks with one voice regarding the provisions of its eligibility rules, and it does so through the Manual." *Daley v. NCAA*, Cause No. 53C06-2609-PL-002418 (Monroe Cir. Ct. Sept. 23, 2026), slip op. at 33–34[7.1]. The Indiana Court of Appeals denied the NCAA's motion to stay that injunction.

28. Most recently, within the Ninth Circuit, the United States District Court for the District of Idaho found on October 29, 2026, that "it is clear Plaintiffs are likely to succeed on the merits" of a claim for breach of Bylaw 12.6. *Helms v. NCAA,* No. 1:26-cv-00568-DCN (D. Idaho Oct. 29, 2026), slip op. at 2 & n.1[8.1]. And on November 2, 2026, an Ohio court granted a preliminary injunction to a Class of 2022 basketball player, concluding that the bylaws, "[b]y their clear terms," include her. *Scalia v. NCAA*, No. CV 2026 10 2715 (Ohio C.P. Butler Cty. Nov. 2, 2026), slip op. at 18–19, 25–27[9.1]. Three representative orders are attached. In *Aberdeen v. NCAA* (Case No. 01-2026-CA-002874 (Fla. 8th Cir. Ct. Oct. 5, 2026)), the Circuit Court of the Eighth Judicial Circuit in and for Alachua County, Florida, granted a temporary injunction for a Class of 2022 Division I men's basketball player, holding that the plain language of Bylaw 12.6 does not exclude the Class of 2022 and that the student-athlete is an intended third-party beneficiary of the Manual. Ex. C. In *Tettamble v. NCAA* (Case No. 2622-CC13295 (Mo. Cir. Ct., 22nd Jud. Cir Oct. 14, 2026)), the Missouri Circuit Court for the Twenty-Second Judicial Circuit held the "text of the Bylaw 12.6 [is] unambiguous," that "[n]owhere in the text of the Bylaw does it say that the class of 2022 is excluded," and that the NCAA's Proposal 2026-44 could not control because it "is not contained in the NCAA's own governing Manual"

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and "is inconsistent with the Bylaws." Ex. E. And in *Rush v. NCAA* (Case No. 11CH1:26-cv-00028 (Miss. Ch. Ct. Claiborne Cty. Oct. 2, 2026)), the Chancery Court of Claiborne County, Mississippi, granted a preliminary injunction on third-party-beneficiary and good-faith-and-fair-dealing theories, holding that the NCAA's "extrinsic evidence" could not be used to "alter" the unambiguous meaning of Bylaw 12.6. Ex. D.[C10.1]

E. The Class of 2022 Has Been Singled Out.

29. Throughout his career, Godfrey competed for playing time against athletes the NCAA allowed to play a fifth season, including Hunter Tyson, Joseph Girard III, Al-Amir Dawes, Alex Hemenway, Dakota Leffew, Tywin Lawrence, and Jestin Porter. The NCAA granted a fifth season to the entering classes of 2017 through 2020 through its COVID waiver, to former junior college athletes in the Class of 2021, to athletes who redshirted, to former professional players, and now to the Classes of 2023, 2024, and 2025. It has withheld the same opportunity from the Class of 2022 alone. As the Indiana court found, the NCAA's treatment of the Class of 2022 "was arbitrary, capricious, and unreasonable." *Daley v. NCAA*, Cause No. 53C06-2609-PL-002418 (Monroe Cir. Ct. Sept. 23, 2026), slip op. at 34–35.[11.1]

CAUSE OF ACTION
COUNT ONE: BREACH OF CONTRACT
(Against ABOR, for an on behalf of the University of Arizona)

30. Plaintiff repeats and realleges each allegation set forth in the preceding paragraphs as if fully restated herein.

31. Godfrey is an intended third-party beneficiary of the University's NCAA membership agreement, which incorporates the Manual, because that agreement manifests an intent to confer a direct benefit on student-athletes and imposes on the University a direct obligation to certify their eligibility under the terms of the bylaws. *See Norton v. First Fed. Sav.*, 128 Ariz. 176, 178 (1981).

32. The University is obligated to administer Godfrey's participation in accordance with the Manual and to determine and certify his eligibility "under the terms of the bylaws." NCAA Bylaw 20.2.4.4.

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33. Under Arizona law, "[w]here parties bind themselves by a lawful contract, in the absence of fraud a court must give effect to the contract as it is written, and the terms or provisions of the contract, where clear and unambiguous, are conclusive." *Shattuck v. Precision-Toyota, Inc.*, 115 Ariz. 586, 588 (1977). Although a court may consider extrinsic evidence to interpret contract language that is reasonably susceptible to a proffered meaning, the court "may properly decide not to consider certain offered evidence because it does not aid in interpretation but, instead, varies or contradicts the written words." *Taylor v. State Farm Mut. Auto. Ins. Co.*, 175 Ariz. 148, 153 (1993).

34. Bylaw 12.6 is not reasonably susceptible to a reading that excludes the Class of 2022. Using the NCAA's press releases, website guidance, or the effective-date note to Proposal 2026-44 to exclude Godfrey would not interpret the bylaw's words; it would vary and contradict them.

35. Under the unambiguous terms of Bylaw 12.6, Godfrey is eligible to compete in the 2026-27 season. The University is therefore contractually obligated to certify him as eligible, subject only to his satisfaction of the Manual's other generally applicable eligibility requirements.

36. The University has breached its contractual obligations to Godfrey by failing to certify him as eligible under Bylaw 12.6 and by withholding him from competition based on NCAA statements that appear nowhere in the Manual.

37. "The law implies a covenant of good faith and fair dealing in every contract." *Rawlings v. Apodaca*, 151 Ariz. 149, 153 (1986). That covenant, which is part of the University's contractual obligations, prohibits the University from exercising any discretion it has over certification in a manner that deprives Godfrey of the benefits of his bargain—here, by subordinating the text of the Manual it agreed to apply to extra-textual NCAA guidance. The University's failure to certify Godfrey under the terms of the bylaws breaches that covenant as well.

38. As a direct result of the University's breach, Godfrey is suffering, and will continue to suffer, irreparable harm for which there is no adequate remedy at law. Each

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game the University plays without him is an opportunity that can never be restored. Godfrey is entitled to specific performance of the University's obligations and to temporary, preliminary, and permanent injunctive relief requiring the University to certify him as eligible under Bylaw 12.6 and to permit him to compete in the 2026-27 season.

REQUEST FOR TEMPORARY RESTRAINING ORDER, PRELIMINARY INJUNCTION, AND PERMANENT INJUNCTION

39. A party seeking a preliminary injunction must show "(1) a strong likelihood of success at trial on the merits; (2) the possibility of irreparable injury not remediable by damages, (3) a balance of hardships in its favor; and (4) public policy favoring the injunction." *Shoen v. Shoen*, 167 Ariz. 58, 63 (App. 1990). Under Arizona's sliding scale, the movant may alternatively show "the presence of serious questions" and that "the balance of hardships tip[s] sharply" in its favor. *Id.* The relief Godfrey seeks is prohibitory in character: it restrains the University from withholding certification based on an exclusion that appears nowhere in the Manual, and it restores the status quo that existed before the NCAA announced that exclusion. To the extent the relief is characterized as mandatory, Godfrey satisfies any heightened standard because his entitlement is clear on the unambiguous text of Bylaw 12.6.[C12.1]

40. **Strong likelihood of success.** Godfrey's right rests on the unambiguous text of Bylaw 12.6 and on the University's express obligation, under Bylaws 20.2.4.1 and 20.2.4.4, to administer its athletics program and certify eligibility "under the terms of the bylaws." Ex. B. The purported Class-of-2022 exclusion appears nowhere in the Manual, and the Manual itself requires that any "modification of wording shall be codified in the legislation." Extrinsic NCAA guidance therefore cannot vary the bylaw's plain text. Courts across the country—including the three courts whose orders are attached as Exhibits C, D, and E—have held that the text of Bylaw 12.6 makes members of the Class of 2022 eligible.

41. **Irreparable injury.** The 2026-27 season is underway, and every game Godfrey misses is lost forever. If the Court does not grant emergency relief, Godfrey will

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permanently lose his final season of intercollegiate competition—an opportunity that, once gone, no money judgment can restore—together with the in-game development, competitive exposure, and professional opportunities, including any attendant name, image, and likeness opportunities, that a final season provides. Nor is a roster spot guaranteed in 2027-28, because the NCAA's rule change has given nearly every current player a fifth season. Courts adjudicating materially identical Class-of-2022 claims have repeatedly held that the loss of a season of intercollegiate competition is irreparable harm for which there is no adequate remedy at law. *See* Exs. C, D, E. Because the harm is immediate, Godfrey requests a temporary restraining order under Arizona Rule of Civil Procedure 65 pending a hearing on his application for a preliminary injunction.

42. **Balance of hardships**. Refusing relief would end Godfrey's college career. Granting it would require the University only to apply the Manual it agreed to apply to an athlete it recruited and rostered. The University does not contend that the Manual makes Godfrey ineligible; it has withheld certification solely because of the NCAA's extra-textual directive, and it has represented that it will certify Godfrey upon a court order. Ex. A. Any concern that the NCAA might penalize the University is not a cognizable hardship that outweighs the loss of Godfrey's final season: the University's compliance with a court order is not a violation of the Manual, and the threatened penalties themselves rest on the same extra-textual guidance that appears nowhere in the Manual. The requested relief does not require the University to play Godfrey in any particular game; decisions regarding playing time remain with its coaching staff, and Godfrey seeks only the opportunity to compete, not a guaranteed roster spot or playing time.

43. **Public policy.** Public policy favors holding parties to the contracts they make and treating similarly situated people alike. That is especially so where, as here, the contracting party is a public body.

44. **Status quo.** Before the NCAA announced its extra-textual exclusion in the spring of 2026, each member institution determined and certified its athletes' eligibility under the terms of the bylaws. The requested injunction restores that condition.

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45. **Security.** Godfrey requests that the Court set a nominal bond under Arizona Rule of Civil Procedure 65(c), because the requested relief imposes no cognizable financial burden on the University.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Randall Godfrey Jr. respectfully requests that the Court enter judgment in his favor against Defendant Arizona Board of Regents, for and on behalf of the University of Arizona, and grant the following relief:

A. A temporary restraining order, preliminary injunction, and permanent injunction requiring Defendant, and its officers, agents, employees, and all persons acting in concert or participation with it, to certify Plaintiff as eligible to compete in NCAA Division I men's basketball during the 2026-27 season under Bylaw 12.6 of the 2026-27 NCAA Division I Manual, subject only to Plaintiff's satisfaction of the Manual's other generally applicable eligibility requirements;

B. A temporary restraining order, preliminary injunction, and permanent injunction enjoining Defendant from declaring Plaintiff ineligible, or withholding him from competition, on the basis that he has already competed in four seasons of competition, that he first enrolled in a collegiate institution in 2022, or on the basis of any NCAA directive, guidance, press release, or effective-date note that does not appear in the Manual;

C. Specific performance of Defendant's contractual obligations to Plaintiff;

D. A nominal bond;

E. Plaintiff's taxable costs and reasonable attorneys' fees pursuant to A.R.S. §§ 12-341 and 12-341.01; and

F. Such other relief as the Court deems just and proper.

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DATED this 5th day of November 2026.

FARHANG & MEDCOFF

By */s/ Ali J. Farhang*
Ali J. Farhang
Michael P. Harnden

THE TEXAS TRIAL GROUP

By */s/ Ryan Downton*
Ryan Downton (*Pro Hac Vice Pending*)

Attorneys for Plaintiff

FILED via TurboCourt this 5th day of November 2026 with:

Clerk of the Court
Pima County Superior Court

/s/ *Alexis Trujillo*

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VERIFICATION

I, Randall Godfrey Jr., am the Plaintiff in this action. I have read the foregoing Verified Complaint. The factual statements concerning me and my own experiences are true and correct based on my personal knowledge, and the remaining factual statements are true and correct to the best of my knowledge, information, and belief. I declare under penalty of perjury that the foregoing is true and correct.

Executed on 11/5/2026.

Randall Godfrey Jr.

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