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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; and National Collegiate Athletic Association, an unincorporated association, Defendants.	Case No. C20268537 **FIRST AMENDED VERIFIED COMPLAINT FOR BREACH OF CONTRACT, DECLARATORY JUDGMENT, SPECIFIC PERFORMANCE, AND INJUNCTIVE RELIEF** (Assigned to the Hon. Jeffrey T. Bergin)

Plaintiff Randall ("RJ") Godfrey Jr. ("Plaintiff" or "Godfrey"), by and through undersigned counsel, brings this First Amended Verified Complaint against Defendant Arizona Board of Regents, for and on behalf of the University of Arizona ("Arizona" or the "University"), and Defendant National Collegiate Athletic Association (the "NCAA"), to require both to do what their contracts require: apply Bylaw 12.6 of the NCAA Division I Manual (the "Manual") as written, and permit Godfrey to compete in NCAA Division I men's basketball for the 2026-27 season.

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

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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. 2, 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. Those promises, made to the NCAA and to every other member institution, exist for the benefit of the student-athletes whose eligibility the University must certify. Godfrey is an intended third-party beneficiary of them. By declining to certify Godfrey under the terms of Bylaw 12.6, the University is breaching those obligations.

The NCAA has told courts that certifying a student-athlete's eligibility is the job of the member school, not the NCAA. On November 17, 2026, after an evidentiary hearing, this Court found that Godfrey is likely to succeed on his claim that Bylaw 12.6 makes him eligible for the 2026-27 season and ordered the University to "immediately certify" him. The next day, the NCAA told the University, through its counsel, that Godfrey "is not eligible to compete in NCAA Division I basketball and is not entitled to, or subject to, any relief from the court as against the NCAA," that "there is no basis for reinstatement or any other eligibility relief for the NCAA to consider," and that "[i]f Arizona permits Godfrey to compete, it does so at its own risk." The first time a school moved to do what the NCAA had told courts was the school's job—certify an athlete under a court order—the NCAA

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threatened the school. On November 19, 2026, this Court denied Godfrey's motion to enforce the Order, explaining that the Order was "deliberately limited" to Bylaw 12.6 and recognizing that "much of Plaintiff's frustration appears to stem not from actions taken by Defendant, but from the continued inaction of the non-party NCAA." Godfrey therefore asserts claims against the NCAA directly.

Basketball season is underway. 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, specific performance, and a declaratory judgment requiring the University to certify him and barring the NCAA from treating him as ineligible, from refusing to consider his eligibility on grounds this Court has rejected, and from penalizing the University, its coaches, or Godfrey for complying with this Court's orders.

PARTIES

1. Plaintiff Randall 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 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

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"University" in this Complaint refer to ABOR acting for and on behalf of the University of Arizona.

3. Defendant National Collegiate Athletic Association is an unincorporated association headquartered in Indianapolis, Indiana. The NCAA's members include approximately 1,100 colleges and universities, including Arizona public and private universities that compete in Division I. The NCAA adopts, publishes, interprets, and enforces the Manual; it conducts and licenses intercollegiate athletic competitions, championships, and media agreements in Arizona; and it regulates the eligibility of student-athletes who compete for Arizona institutions. The NCAA may be served through counsel who agrees to accept service on its behalf or by delivery to any officer at its principal office, 700 West Washington Street, Indianapolis, Indiana 46204. *See* Ariz. R. Civ. P. 4.1.

JURISDICTION, VENUE, AND TIER DESIGNATION

4. 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 declaratory relief, specific performance, and injunctive relief. The Court also has jurisdiction to declare the parties' rights under A.R.S. §§ 12-1831 and 12-1832.

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

6. This Court has personal jurisdiction over the NCAA. The NCAA purposefully conducts business in Arizona through its member institutions in this State, the athletic competitions, championships, and media agreements it conducts and licenses here, and its regulation of the eligibility of student-athletes competing for Arizona institutions. Godfrey's claims arise from those contacts: the NCAA has directed that the University, an Arizona institution, not certify Godfrey, an Arizona student-athlete, and on November 18, 2026, it communicated that directive to the University's counsel in this action in response to this Court's order. The NCAA did not contest personal jurisdiction in Godfrey's prior action in Georgia, where the court found jurisdiction over it on the same

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kinds of contacts. Ex. 3 at 2.

7. Venue is proper in Pima County under A.R.S. § 12-401, including because the University is located in Pima County, the University's written contractual obligations at issue are to be performed in Pima County, and Godfrey resides in Pima County. *See* A.R.S. § 12-401(1), (5).

8. Plaintiff seeks no money damages from the University. As to the University, he seeks only specific performance, declaratory relief, and injunctive relief compelling it 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 to his claims against the University. *See Martineau v. Maricopa County*, 207 Ariz. 332, 337 ¶ 24, 86 P.3d 912 (App. 2004).

9. Plaintiff seeks only nonmonetary relief. Pursuant to Arizona Rule of Civil Procedure 26.2, this action is properly designated as Tier 2.

10. The NCAA is properly joined as a defendant. Plaintiff's claims against the NCAA arise out of the same transaction and occurrences as his claims against the University and present common questions of law and fact, including the meaning of Bylaw 12.6. Ariz. R. Civ. P. 20(a)(2). The NCAA is also a person in whose absence the Court cannot accord complete relief among existing parties. Ariz. R. Civ. P. 19(a)(1)(A). The University has stipulated that it will not certify Godfrey because of the NCAA's determination, Stip. ¶ 21, and that it considers itself obligated to follow the NCAA absent court orders, *id.*; and this Court has recognized that the obstacle to Godfrey's eligibility is now "the continued inaction of the non-party NCAA." Ex. 13 at 2. As Defendant has not yet answered the Complaint, Plaintiff can amend and add the NCAA as a Defendant as a matter of right. Ariz. R. Civ. P. 15(a)(1).

PRIOR PROCEEDINGS

11. 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

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action.

12. 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. 3 at 6–7.

13. 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. 4).

14. 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.

15. On October 27, 2026, Godfrey voluntarily dismissed all of his claims in the Georgia action without prejudice by notice under O.C.G.A. § 9-11-41(a)(1)(A), because he could not obtain relief there before the end of the 2026-27 season. Ex. 5. Godfrey has no claim pending against the NCAA in any other court. No court has ruled against Godfrey on the merits, and the only court to consider his claims on the merits before this one found in his favor.

16. On November 10, 2026, the NCAA filed an Emergency Motion for Declaratory Relief and Anti-Suit Injunction in the Court of Appeals of Georgia. Ex. 10. The NCAA asked that court to declare that Godfrey's October 27 notice of voluntary dismissal was a "nullit[y]," that Godfrey "remain[s a] part[y]" to the Georgia action, and that he would "be bound by this action's judgment." *Id.* at 1–3, 21. It also asked the court to order Godfrey not to "file or prosecute, outside this case, any action asserting the claims in this case or seeking to restrain enforcement of the eligibility rules at issue," and to

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"immediately dismiss every such pending action"—naming this action. *Id.* at 20–21.

17. On November 12, 2026, the NCAA filed a supplement asking the Court of Appeals of Georgia to enter the anti-suit injunction "immediately." Ex. 11 at 1, 8. The NCAA argued that a declaration alone would not suffice and that an injunction was needed because it "commands specific conduct by the persons before the Court and is enforceable by contempt." *Id.* at 5–6.

18. On November 19, 2026, the Court of Appeals of Georgia denied both the motion and the supplement. *NCAA v. Godfrey*, No. A27A0375 (Ga. Ct. App. Nov. 19, 2026) (Ex. 9). Godfrey's dismissal of his Georgia claims stands, and no court has restrained him from pursuing this action.

THIS ACTION AND THE NCAA'S RESPONSE TO THIS COURT'S ORDER

19. Godfrey filed this action on November 4, 2026. On November 16, 2026, Godfrey and the University filed a Joint Stipulation of Facts. Ex. 6 ("Stip.").

20. The University stipulated that it administers the Manual's eligibility bylaws for the benefit of its student-athletes and that, when it certifies a student-athlete's eligibility under Bylaw 20.2.4.4, "it applies the text of the bylaws as published in the Manual." Stip. ¶ 19.

21. The University stipulated that it had not certified Godfrey "because of the NCAA's determination and the risk that the NCAA will impose penalties on Arizona if it permits him to compete, including under Bylaw 12.9.4.2 (Restitution)," and that it "considers itself obligated, as an NCAA member institution, to follow the NCAA's eligibility directives absent contrary court orders." Stip. ¶ 21.

22. Bylaw 12.9.4.2 authorizes the NCAA Board of Directors to take action against an institution if a student-athlete whom the NCAA considers ineligible competes under a court order and the order is later "voluntarily vacated, stayed or reversed" or "it is finally determined by the courts that injunctive relief is not or was not justified." That action may include vacating individual and team records, forfeiting team victories, declaring the institution ineligible for NCAA championships and postseason competition,

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and requiring the institution to return revenue. Stip. ¶ 22.

23. The parties further stipulated that "[a]fter the 2025-26 season, and while the NCAA treated Mr. Godfrey as having exhausted his eligibility," Godfrey entered into an agreement with an agent and participated in an all-star game; that he has terminated the agent relationship; that he has repaid all benefits received from the agent; and that he was not paid to participate in the all-star game. The University stipulated that it "will promptly submit and support any reinstatement request the NCAA requires in connection with them." Stip. ¶ 23. Godfrey would not have entered into an agent agreement or participated in the all-star game but for the NCAA's position that he had exhausted his eligibility. Godfrey testified at the November 17, 2026 evidentiary hearing that he would not have hired an agent or played in the all-star game had he known he had another year of eligibility.

24. The University stipulated that, if the Court entered an injunction, it would "certify Mr. Godfrey's eligibility and permit him to compete in accordance with its terms once he has been reinstated by the NCAA in connection with his former agent and all-star game participation." Stip. ¶ 38.

25. The University stipulated that it "will promptly submit and support any reinstatement request the NCAA requires" in connection with the agent and all-star matters. Stip. ¶ 23. It has done so. By November 16, 2026, the University had submitted to the NCAA a formal Student-Athlete Reinstatement Request for Godfrey (NCAA Case ID 1280682) and had asked for expedited review. Ex. 12 at 1–2. In submitting it, the University affirmed under Bylaw 10.1 that "the information provided is accurate and complete." *Id.* at 8.

26. In its request, the University told the NCAA that "[a]ll violations took place when RJ firmly believed that he did not have any NCAA eligibility remaining," that "[h]e operated under the assumption that he was done, so he needed to act in his best interest in terms of how to best position himself for a career after college athletics," and that "[t]here was no intent to violate any NCAA rules." *Id.* at 4. It explained that "when the NCAA put

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out their guidance regarding the new age-based eligibility model, RJ was told that his class was not covered under the new model," and that "[a]s a result, RJ hired an agent to go through the NBA draft process." *Id.* at 6. Godfrey "never opted in to [the] draft; he was automatically included due to his status as a student-athlete who had exhausted eligibility," and he "went undrafted, and did not sign with any professional team." *Id.*

27. The University also told the NCAA that "[a]ny expenses that RJ received would have been permissible benefits to receive from an institution if RJ knew that he had eligibility remaining," that Godfrey "paid back his training expenses over the summer," and that he "terminated his agent representation before enrolling full-time at Arizona." *Id.* at 4. It reported that, because the University has continued to withhold him from competition, Godfrey "has already served a withholding penalty of 3 foreign tour games, 3 exhibition games, and 4 regular season games." *Id.* at 6. The University asked "that RJ be reinstated formally by the NCAA." *Id.*

28. On November 17, 2026, after an evidentiary hearing, this Court granted a temporary restraining order and preliminary injunction. Ex. 7 (the "Order"). The Court found that Godfrey is likely to establish that he is an intended third-party beneficiary of the Manual, that "[n]othing in the text" of Bylaw 12.6 "excludes student-athletes who enrolled before August 1, 2023," and that Godfrey "falls within the eligibility period established by the rule." Order at 3–6. The Court found that "any threat of sanctions from the NCAA [is], at this point, hypothetical and speculative." *Id.* at 7.

29. The Court ordered the University, "together with its officers, agents, employees, representatives, successors, and all persons acting in concert or participation with it who receive actual notice of this Order," to "immediately certify Plaintiff Randall Godfrey Jr. as eligible to compete in NCAA Division I men's basketball during the 2026-27 season," and ordered that the University "shall not deny, delay, refuse, suspend, or revoke Plaintiff's certification . . . on any interpretation of Bylaw 12.6 inconsistent with this Order." *Id.* at 8.

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30. The University then inquired of the NCAA about Godfrey's eligibility. On November 18, 2026, at 2:29 p.m., the NCAA's outside counsel, Rakesh Kilaru of Wilkinson Stekloff LLP, responded by email to the University's counsel of record in this action, Jason Montgomery and Brendan Melander of Husch Blackwell LLP. Ex. 8.

31. The NCAA's email stated: "The NCAA's position is that Randall Godfrey, Jr. is not eligible to compete in NCAA Division I basketball and is not entitled to, or subject to, any relief from the court as against the NCAA." *Id.*

32. The NCAA's email further stated: "Because Godfrey has exhausted his eligibility and the Age-Based Eligibility Rule does not apply to him, there is no basis for reinstatement or any other eligibility relief for the NCAA to consider. If Arizona permits Godfrey to compete, it does so at its own risk." *Id.*

33. The NCAA's email stated that the Georgia case "remains on appeal" and that, "in the only court proceeding to which the NCAA is a party, Godfrey's request for relief has been denied." *Id.* The email did not disclose that Godfrey had dismissed his Georgia claims three weeks earlier, or that the NCAA had asked the Court of Appeals of Georgia eight days earlier to declare that dismissal a nullity and to order Godfrey to dismiss this action. Ex. 10. The next day, that court denied the NCAA's motion. Ex. 9.

34. Under the Manual, certifying eligibility is the member institution's responsibility, not the NCAA's. "An active member is responsible for certifying the eligibility of student-athletes under the terms of the bylaws before permitting a student-athlete to represent the institution in intercollegiate competition." Ex. 1 (Bylaw 20.2.4.4); *see id.* (Bylaws 12.1.1.1.2.1, 12.8.1). The University stipulated that it bears that responsibility, Stip. ¶ 6, and this Court so found, Ex. 7 at 3.

35. The NCAA has embraced that allocation of responsibility when it has suited the NCAA. In Class of 2022 eligibility litigation, the NCAA has told courts that member institutions, not the NCAA, certify student-athletes' eligibility. At a September 11, 2026 temporary-injunction hearing in Dallas County, Texas, NCAA counsel told the court that "post-enrollment institutions certify student athletes' eligibility, the NCAA doesn't," and

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that if an institution's determination raised an eligibility question, the institution "would have to apply for his reinstatement." Ex. 14 at 76:15–24 (*Hudson v. NCAA*, No. DC-26-16417-C (68th Dist. Ct., Dallas Cnty., Tex.)). And in its Georgia anti-suit motion, the NCAA described this action as one "seeking an injunction requiring the University of Arizona to certify him as eligible." Ex. 10 at 9.

36. But the first time a member institution was ordered to do exactly what the NCAA had told courts was the institution's job, the NCAA stepped in to stop it. Less than twenty-four hours after this Court ordered the University to certify Godfrey, the NCAA told the University that Godfrey "is not eligible," that he "is not entitled to, or subject to, any relief from the court as against the NCAA," and that "[i]f Arizona permits Godfrey to compete, it does so at its own risk." Ex. 8. And when the University applied for Godfrey's reinstatement—just as NCAA counsel had told the Dallas court an institution would do—the NCAA responded that there was "no basis for reinstatement . . . to consider." *Id.*; Ex. 12. The NCAA did not appear in this action, seek reconsideration, or seek appellate review. It went around this Court and threatened the party this Court had ordered to act.

37. The NCAA cannot have it both ways. It cannot tell courts that certification belongs to the schools and then threaten the school that certifies under a court order. Its conduct shows that, in practice, the NCAA—not the University—controls whether Godfrey plays, and that complete relief requires an order directed to the NCAA.

38. In its Georgia supplement, the NCAA told the Court of Appeals of Georgia that, under Georgia law, "an order issued by a court with jurisdiction over the subject matter and person must be obeyed until it is reversed by orderly and proper proceedings," and "[p]ersons who make private determinations of the law and refuse to obey an order generally risk criminal contempt even if the order is ultimately ruled incorrect." Ex. 11 at 7 (quoting *In re Beckstrom*, 295 Ga. App. 179, 181 (2008)). Six days later, the NCAA made its own private determination that this Court's Order gives Godfrey no right to relief that the NCAA must respect, and told the enjoined University that compliance would be at its "own risk." Ex. 8.

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39. The NCAA's refusal to consider reinstatement or restoration of eligibility rests solely on its interpretation of Bylaw 12.6, which this Court has rejected. The NCAA did not contend that the agent or all-star issues, standing alone, would warrant denying restoration. It refused to consider them at all, even though the University's reinstatement request addressing exactly those matters had been pending before the NCAA, with expedited review requested, since November 16. Ex. 12.

40. The Manual provides that an institution may appeal for restoration of a student-athlete's eligibility "if it concludes that the circumstances warrant restoration," and that the Athletics Eligibility Subcommittee may restore eligibility. 2026-27 Manual, Bylaws 12.9.1, 12.10.1, 12.10.3. By refusing to consider any restoration request on the ground that Godfrey "has exhausted his eligibility," the NCAA has foreclosed the process the Manual provides.

41. On November 18, 2026, Godfrey moved to enforce the Order against the University. On November 19, 2026, the Court denied the motion. Ex. 13. The Court explained that its Order "deliberately limited its ruling to the interpretation and application of Bylaw 12.6," that it "did not resolve any other eligibility issues," and that it treated Godfrey's former agent relationship and all-star game participation as "separate potential grounds affecting certification" on which it expressed no opinion. *Id.* at 1–2. The Court observed that "much of Plaintiff's frustration appears to stem not from actions taken by Defendant, but from the continued inaction of the non-party NCAA." *Id.* at 2.

42. The agent and all-star matters are therefore before the NCAA, through the University's pending reinstatement request, and nowhere else. The NCAA has refused to act on that request on the sole ground that Godfrey "has exhausted his eligibility"—the ground this Court has found Godfrey is likely to defeat. Ex. 8. Unless the NCAA is required to decide the request on its merits, Godfrey will remain off the court indefinitely, not because any decision-maker has concluded that the agent or all-star matters warrant withholding him, but because the NCAA refuses to decide them at all.

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43. Godfrey did not play in the University's November 18, 2026 game against the University of Connecticut. On Monday, November 23, 2026, the University plays Colorado State in the Maui Invitational, historically the premier preseason event in college basketball. Every game Godfrey misses is lost permanently.

FACTUAL BACKGROUND

A. The Manual Binds the University.

44. 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, 757 P.2d 105, 108 (App. 1988).

45. 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. 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."

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

46. 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)

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> (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. 1 (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).

47. Godfrey first enrolled full time in college in 2022, and he began college no later than the first academic year after his nineteenth birthday. 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.

48. 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.

C. The Purported Exclusion Appears Nowhere in the Manual.

49. 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.

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50. 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.

51. 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.

52. 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.

53. The NCAA has told member institutions, publicly and privately, that they may not certify members of the Class of 2022 as eligible, and it has threatened penalties, including under Bylaw 12.9.4.2, against institutions that permit such athletes to compete, even under court order.

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

55. 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.*

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NCAA, Cause No. 53C06-2609-PL-002418 (Monroe Cir. Ct. Sept. 23, 2026), slip op. at 32 (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 ("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).

56. The Manual expresses that intent on its face. Its Preamble declares that the NCAA is an organization "committed to the well-being and development of student-athletes," and that "[t]he basic purpose of the Association is to support and promote healthy and safe intercollegiate athletics . . . as an integral part of the education program and the student-athlete as an integral part of the student body." Ex. 1 (Const. pmbl.); *see Scalia*, slip op. at 14–15.

57. The eligibility bylaws are directed to student-athletes by name and by definition. Bylaw 12.6 defines "[a]n individual's period of eligibility for practice and competition," and Bylaw 12.01.2 defines "individual" to mean "a person before and after enrollment in a member institution." Ex. 1. The rights those bylaws confer—the right to practice and compete within a defined period—belong to athletes, not to member institutions.

58. The University's certification obligation under Bylaw 20.2.4.4 is performed athlete by athlete. Its only function is to determine whether a particular student-athlete may represent the University in competition. The student-athlete whose eligibility is being certified is the primary party in interest in that performance.

59. The Manual also requires student-athletes to agree to comply with the bylaws before they may compete, confirming that the contractual framework was designed to operate directly on them. *See Daley*, slip op. at 32.

60. Every party to the membership agreement—the NCAA and each of its member institutions—intended that the bylaws governing eligibility be applied for the

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benefit of the student-athletes whose eligibility they govern. Under Arizona law, "the by-laws . . . constitute a contract between the members and the organization, and among the members themselves." *Rowland v. Union Hills Country Club*, 157 Ariz. 301, 304, 757 P.2d 105, 108 (App. 1988).

61. Despite these obligations, the University has not certified Godfrey as eligible for the 2026-27 season and has withheld him from competition. The University's failure to certify Godfrey does not rest on any provision of the Manual. It rests on the NCAA's extra-textual statements and threats, which the NCAA has repeated since this Court's Order.

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

62. 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. The Indiana Court of Appeals denied the NCAA's motion to stay that injunction.

63. Most recently, within the Ninth Circuit, the United States District Court for the District of Idaho granted a preliminary injunction to Class of 2022 athletes on November 12, 2026. *Helms v. NCAA*, No. 1:26-cv-00568-DCN, Mem. Decision (D. Idaho Nov. 12, 2026) (Dkt. 43). The court held that "the Division I Manual, including its Constitution and Bylaws, constitutes a valid, enforceable contract among the NCAA and its member institutions," rejecting the NCAA's contrary position because "[g]enerously, the NCAA's argument is made half-heartedly and lacks coherent rationale." *Id.* at 18. It concluded that "[e]ven if the NCAA was clear in its intent to exclude Plaintiffs and others

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in their situation from benefitting from the new Five-in-Five Rule, the rule that was ultimately adopted does no such thing." *Id.* at 21. And it enjoined the NCAA from enforcing the Rule of Restitution, because for an injunction "to be meaningful, 'the NCAA must be prevented from punishing [Plaintiffs] . . . for obtaining it.'" *Id.* at 41. 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.

E. The Class of 2022 Has Been Singled Out.

64. 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.

CAUSES OF ACTION

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

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

2. Under Arizona law, a non-party may enforce a contract where "the contracting parties . . . intend to directly benefit that person and . . . indicate that intention in the contract itself." *Sherman v. First Am. Title Ins. Co.*, 201 Ariz. 564, ¶ 6, 38 P.3d 1229 (App. 2002) (citing *Norton v. First Fed. Sav.*, 128 Ariz. 176, 624 P.2d 854 (1981), and

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Irwin v. Murphey, 81 Ariz. 148, 302 P.2d 534 (1956)). The benefit must be "intentional and direct," but "[i]t would not be necessary in such an agreement to identify a beneficiary." *Irwin*, 81 Ariz. at 153.

3. Godfrey is an intended third-party beneficiary of the University's NCAA membership agreement, which incorporates the Manual. The intent to benefit student-athletes appears in the text of the Manual itself, including its Preamble, its eligibility bylaws, and Bylaw 20.2.4.4's requirement that the University certify each student-athlete's eligibility "under the terms of the bylaws." The benefit of that certification obligation is intentional and direct, and the student-athlete whose eligibility is certified is the primary party in interest in its performance.

4. 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.

5. 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.*, 566 P.2d 1332, 1334 (Ariz. 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, 154, 854 P.2d 1134, 1140 (1993).

6. 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.

7. 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

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as eligible, subject only to his satisfaction of the Manual's other generally applicable eligibility requirements.

8. 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.

9. "The law implies a covenant of good faith and fair dealing in every contract." *Rawlings v. Apodaca*, 151 Ariz. 149, 153, 726 P.2d 565 (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 benefit the contract was intended to confer on him—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.

10. 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 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.

COUNT TWO: BREACH OF CONTRACT
(Against the NCAA)

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

12. The Manual, including the NCAA Constitution and Bylaws, is a contract between the NCAA and its member institutions, including the University. *Rowland v. Union Hills Country Club*, 157 Ariz. 301, 304, 757 P.2d 105, 108 (App. 1988); *Helms v. NCAA*, No. 1:26-cv-00568-DCN, Mem. Decision at 18.

13. Godfrey is an intended third-party beneficiary of the Manual's eligibility provisions, including Bylaw 12.6, for the reasons stated above and in this Court's Order.

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Order at 3–4; Stip. ¶ 37.

14. The NCAA is bound to apply the bylaws as written. The Manual provides that the NCAA may interpret legislation consistent with the membership's intent, but that "[a] modification of wording shall be codified in the legislation." Bylaw 9.3.1.1. The purported exclusion of the Class of 2022 was never codified.

15. Under the unambiguous terms of Bylaw 12.6, Godfrey is eligible to compete in the 2026-27 season.

16. The NCAA has breached the Manual by declaring Godfrey ineligible on the ground that he has exhausted his eligibility, by directing the University not to certify him on that ground, and by refusing, on that ground, to consider any request to restore or reinstate his eligibility under Bylaws 12.9.1 and 12.10.

17. As a direct result of the NCAA's breach, Godfrey is suffering, and will continue to suffer, irreparable harm for which there is no adequate remedy at law. He is entitled to specific performance and to temporary, preliminary, and permanent injunctive relief.

COUNT THREE: BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING
(Against the NCAA)

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

19. "The law implies a covenant of good faith and fair dealing in every contract." *Rawlings v. Apodaca*, 151 Ariz. 149, 153, 726 P.2d 565 (1986). The covenant prohibits a party from acting to deprive the other party, or an intended beneficiary, of the benefits of the agreement.

20. The NCAA has breached the covenant by (a) excluding Godfrey from a period of eligibility the bylaws grant him through statements that appear nowhere in the Manual; (b) refusing to consider restoration or reinstatement of his eligibility under the procedures the Manual provides, including the University's pending reinstatement

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request, on the sole ground that he has exhausted his eligibility; (c) relying on conduct that occurred only because the NCAA treated him as having exhausted his eligibility as a reason to keep him off the court; and (d) after telling courts that eligibility certification is the member institution's responsibility, warning the University—within a day of this Court's order that the University certify him—that it would permit him to compete "at its own risk," in order to deter compliance with the Order.

21. The NCAA's conduct has also impaired Godfrey's ability to receive the benefits that depend on his eligibility, including name-image-and-likeness opportunities and revenue sharing. Stip. ¶ 31. As the *Helms* court explained, the bylaws prohibit institutions from entering into licensing, promotional, or endorsement agreements with a student-athlete beyond the athlete's eligibility to compete, so that "[b]y excluding Plaintiffs from their contractual right to compete, the NCAA has also impaired their ability to benefit from revenue sharing," and "the NCAA likely breached the implied covenant of good faith and fair dealing." *Helms v. NCAA*, No. 1:26-cv-00568-DCN, Mem. Decision at 23.

22. As a direct result, Godfrey is suffering irreparable harm for which there is no adequate remedy at law, and he is entitled to temporary, preliminary, and permanent injunctive relief.

COUNT FOUR: DECLARATORY JUDGMENT
(Against All Defendants, A.R.S. §§ 12-1831 to -1846)

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

24. An actual and justiciable controversy exists among Godfrey, the University, and the NCAA concerning Godfrey's eligibility under Bylaw 12.6, the University's obligation to certify him, and the NCAA's asserted right to penalize the University, its coaches, or Godfrey for compliance with this Court's orders.

25. Godfrey is entitled to a declaration that (a) under Bylaw 12.6 of the 2026-27 Manual, he is eligible to compete in NCAA Division I men's basketball during the 2026-

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27 season; (b) the NCAA's purported exclusion of the Class of 2022 is not part of the Manual and does not bind the University or Godfrey; (c) Godfrey's agent agreement and all-star game participation, which occurred while the NCAA treated him as having exhausted his eligibility and which he has since terminated and repaid, do not render him ineligible, or, alternatively, the NCAA may not refuse to consider restoration of his eligibility on the ground that he exhausted his eligibility; and (d) the NCAA may not invoke Bylaw 12.9.4.2 or any other bylaw to penalize the University, its coaches, its student-athletes, or Godfrey on account of his participation pursuant to this Court's orders.

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

26. 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, 804 P.2d 787 (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.*

27. **Strong likelihood of success.** Godfrey's right rests on the unambiguous text of Bylaw 12.6, on the University's express obligation to certify eligibility "under the terms of the bylaws," and on the NCAA's obligation to apply the bylaws as written. This Court has already found that Godfrey is likely to succeed. Order at 3–6. Courts across the country have held that the text of Bylaw 12.6 makes members of the Class of 2022 eligible.

28. **Irreparable injury.** The 2026-27 season is underway. If the Court does not grant emergency relief against the NCAA, the University will continue to withhold Godfrey while the NCAA maintains its threat and refuses to act on the University's reinstatement request, and Godfrey will permanently lose games in his final season of college basketball, along with the development, exposure, name-image-and-likeness opportunities, and professional prospects that come with them. Order at 6; *Helms v. NCAA*, No. 1:26-cv-00568-DCN, Mem. Decision at 39–40 ("Lost opportunities to compete,

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improve competitive performance, and gain visibility for potential sponsors and professional opportunities cannot be remedied through compensatory damages."). 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 against the NCAA.

29. **Balance of hardships.** Refusing relief would end Godfrey's college career. Granting it requires the University only to apply the Manual it agreed to apply, and requires the NCAA only to refrain from enforcing an exclusion its own Manual does not contain and from punishing compliance with a court order. The requested relief does not require the University to play Godfrey in any particular game.

30. **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.

31. **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.

32. **Reservation of rights.** Godfrey does not ask the Court, at this stage, to decide whether his former agent agreement or all-star game participation affects his eligibility. He asks the Court to require the NCAA to decide the University's pending reinstatement request on its merits within 24 hours. Godfrey expressly reserves the right to return to this Court for further relief, including a temporary restraining order and preliminary injunction enjoining the NCAA from declaring or treating him as ineligible on account of those matters, if the NCAA does not grant the University's reinstatement request within the time the Court orders.

33. **Security.** Godfrey requests that the Court set no bond, or a nominal bond, under Arizona Rule of Civil Procedure 65(c). The University stipulated that it does not anticipate incurring costs or damages, Stip. ¶ 40, and the NCAA will suffer none. *Helms v. NCAA*, No. 1:26-cv-00568-DCN, Mem. Decision at 41.

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PRAYER FOR RELIEF

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

A. A temporary restraining order, preliminary injunction, and permanent injunction requiring the University, 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 unrelated to the interpretation of Bylaw 12.6;

B. A temporary restraining order, preliminary injunction, and permanent injunction enjoining the University 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 that the NCAA has refused to consider restoration of his eligibility on that basis;

C. A temporary restraining order, preliminary injunction, and permanent injunction enjoining the NCAA, and its officers, agents, employees, and all persons acting in concert or participation with it, from declaring or treating Plaintiff as ineligible to compete for the University during the 2026-27 season on the ground that he has competed in four seasons, that he first enrolled in a collegiate institution in 2022, or that he exhausted his eligibility under the pre-August 1, 2026 version of NCAA eligibility legislation;

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D. A temporary restraining order and preliminary injunction requiring the NCAA to consider and decide on the merits, within 24 hours, the University's pending reinstatement request (NCAA Case ID 1280682), and any other request to restore or reinstate Plaintiff's eligibility in connection with his former agent agreement or all-star game participation, without regard to its position that Plaintiff exhausted his eligibility, and enjoining the NCAA from denying or refusing to decide any such request on that ground; and, if the NCAA does not grant that request, such further temporary and preliminary relief as the Court deems appropriate;

E. A permanent injunction enjoining the NCAA from declaring or treating Plaintiff as ineligible on account of his agent agreement or all-star game participation, which occurred while the NCAA treated him as having exhausted his eligibility;

F. A temporary restraining order, preliminary injunction, and permanent injunction enjoining the NCAA from enforcing Bylaw 12.9.4.2 or any other bylaw, or imposing any penalty, against the University, its coaches, its student-athletes, its opponents, or Plaintiff on account of Plaintiff's certification or participation pursuant to this Court's orders;

G. A declaratory judgment as set forth in Count Four;

H. Specific performance of Defendants' contractual obligations to Plaintiff;

I. No bond, or a nominal bond;

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

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

DATED this 20th day of November 2026.

FARHANG & MEDCOFF

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

FARHANG & MEDCOFF ATTORNEYS

THE TEXAS TRIAL GROUP

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

Attorneys for Plaintiff

FILED via TurboCourt this 20th 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., declare under penalty of perjury that I have read the foregoing First Amended Verified Complaint and that the factual allegations concerning me are true and correct to the best of my personal knowledge, and that the remaining factual allegations are true and correct to the best of my information and belief.

Executed on 11 / 20 / 2026

Randall Godfrey Jr.

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