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ARIZONA SUPERIOR COURT, PIMA COUNTY

HON. JEFFREY T. BERGIN

CASE NO. C20268537

DATE: November 17, 2026

RANDALL GODFREY JR
Plaintiff

VS.

ARIZONA BOARD OF REGENTS
Defendant

O R D E R

IN CHAMBERS ORDER: TEMPORARY RESTRAINING ORDER; PRELIMINARY INJUNCTION

The Court has considered Plaintiff Randall Godfrey Jr.'s November 5, 2026 Application for Temporary Restraining Order, Verified Complaint, and Motion for Preliminary Injunction. The Court has also considered the Verified Complaint and supporting exhibits, the parties' respective prehearing briefs filed on November 16, 2026, and the evidence and argument presented at the evidentiary hearing conducted on November 17, 2026.

Having considered the pleadings, evidence, arguments of counsel, and applicable law, the Court finds that Plaintiff has satisfied the requirements for issuance of temporary and preliminary injunctive relief under Arizona law. This Order sets forth the Court's findings and conclusions.

BACKGROUND

Plaintiff Randall Godfrey Jr. ("Plaintiff" or "Godfrey") is a student-athlete currently enrolled at the University of Arizona and a member of its men's basketball program. The parties do not dispute that Plaintiff first enrolled full-time in a collegiate institution in the fall of 2022, no later than the first academic year following his nineteenth birthday. The parties further agree that Plaintiff is currently twenty-three years old and remains within five years of his initial full-time collegiate enrollment.

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From 2022 through the spring of 2026, Plaintiff competed in Division I men's basketball at Clemson University and the University of Georgia. Plaintiff is presently rostered on the University of Arizona's men's basketball team for the 2026-27 season. The University, however, has declined to certify Plaintiff as eligible for competition.

The dispute concerns the interpretation and application of Bylaw 12.6 of the 2026-27 NCAA Division I Manual. The parties agree that, before August 1, 2026, NCAA eligibility generally permitted student-athletes to participate in four seasons of competition during a five-year period. In April 2026, the NCAA adopted amendments to Bylaw 12.6, effective August 1, 2026, establishing an age-based model for calculating a student-athlete's period of eligibility.

Plaintiff contends that, under the plain language of Bylaw 12.6, he remains eligible for competition during the 2026-27 season and that Defendant is contractually obligated to certify that eligibility. The evidence shows that the NCAA has stated that its adopted amendment was intended to operate *partially* prospectively and does not apply to student-athletes who first enrolled full-time before August 1, 2023.

On November 5, 2026, Plaintiff filed this action asserting claims for breach of contract and breach of the implied covenant of good faith and fair dealing. Plaintiff does not seek monetary damages. Instead, he seeks equitable relief in the form of temporary, preliminary, and permanent injunctive relief requiring Defendant to certify his eligibility for competition during the 2026-27 season.

The matter presently before the Court is whether Plaintiff has established entitlement to temporary and preliminary injunctive relief pending final resolution of his breach-of-contract claims.

ANALYSIS

Arizona's Supreme Court has held that a party seeking preliminary injunctive relief must establish: (1) a strong likelihood of success on the merits, (2) the possibility of irreparable injury if the relief is denied, (3) that the balance of hardships favors the moving party, and (4) that public policy supports issuance of the injunction.

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Shinn v. Arizona Board of Executive Clemency, 254 Ariz. 255, ¶14 (2022). The Court addresses each factor in turn.

Likelihood of Success on the Merits

Plaintiff's primary claim is for breach of contract. To prevail, Plaintiff must establish the existence of a contract, breach of that contract, and entitlement to a judicial remedy. *Thomas v. Montelucia Villas, LLC*, 232 Ariz. 92, 96, ¶16 (2013). Although Plaintiff does not seek monetary damages, Arizona law permits equitable relief, including specific performance and injunctive relief, where appropriate.

Third-Party Beneficiary Status

Plaintiff asserts standing as an intended third-party beneficiary of the contractual relationship embodied in the NCAA Division I Manual. Whether a third party is a direct beneficiary of the contract is ordinarily a question of law for the court. *Nahom v. Blue Cross & Blue Shield of Arizona, Inc.*, 180 Ariz. 548, 553 (App. 1994). To qualify as an intended third-party beneficiary, a claimant must show that the contract manifests an intent to directly benefit a class of persons to which the claimant belongs. *Id.* at 552.

It is undisputed that Defendant is an active NCAA member institution and therefore bound by the provisions of the NCAA Division I Manual. The Manual expressly requires active member institutions to administer their athletics programs in accordance with NCAA bylaws. NCAA Division I Manual §20.2.4.1. The Manual further provides that member institutions are responsible for certifying the eligibility of student-athletes under the terms of those bylaws before permitting them to compete. NCAA Division I Manual §20.2.4.4.

The Court further finds that Plaintiff is likely to establish intended third-party-beneficiary status because the eligibility bylaws do not merely affect student-athletes indirectly. The entire purpose of those provisions is to determine which student-athletes may compete in intercollegiate athletics and under what conditions. The rights and obligations established by Bylaw 12.6 are directed specifically toward that identifiable class. A rule

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defining student-athlete eligibility would have little practical purpose apart from regulating the competitive opportunities afforded to student-athletes themselves. Plaintiff therefore appears to be among the primary objects of the contractual undertaking rather than a merely incidental beneficiary of it.

Existence of a Contract

Arizona courts recognize that the constitution, bylaws, and governing rules of voluntary associations may constitute a contract among the association and its members. *See, Rowland v. Union Hills Country Club*, 157 Ariz. 301, 304 (App. 1988).

Defendant does not seriously dispute that its NCAA membership obligates it to comply with the NCAA's bylaws as published in the Manual and to certify student-athlete eligibility pursuant to that Manual. At this stage of the proceedings, the Court finds a substantial likelihood that the NCAA Manual functions as a contractual framework governing the relationship between the NCAA and its member institutions, including Defendant's obligations concerning eligibility determinations.

On this record, Plaintiff has shown a likelihood that the Manual imposes contractual obligations on Defendant concerning eligibility certification. Accordingly, Plaintiff is likely to establish that the Manual acts as a contract between the University and the NCAA.

Breach of Contract

The principal dispute concerns the interpretation of Bylaw 12.6, as amended effective August 1, 2026.

Contract interpretation is a question of law for the Court. *ELM Retirement Center LP v. Callaway*, 226 Ariz. 287, ¶15 (App. 2010). Courts begin with the language chosen by the contracting parties and enforce that language according to its plain and ordinary meaning. *Taylor v. State Farm Mutual Automobile Insurance Co.*, 175 Ariz. 148, 152 (1993). Courts do not rewrite contracts under the guise of interpretation, nor may they add terms that the parties themselves omitted.

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Current Bylaw 12.6 provides that a student-athlete's five-year period of eligibility begins with the earlier of: (1) full-time collegiate enrollment, or (2) the beginning of the academic year immediately following the student's nineteenth birthday.

The language is plain, comprehensive, and self-executing. Nothing in the text limits its application to future enrollees. Nothing in the text excludes student-athletes who enrolled before August 1, 2023. Nothing in the text creates a grandfathering provision, a prospective-only limitation, or an exclusion based upon prior participation under earlier versions of the rule.

The evidence shows that NCAA communications indicate the amendment was intended to operate retroactively only for athletes that enrolled in 2023, 2024, or 2025. The difficulty with the NCAA's position is that the limiting language upon which it relies appears nowhere in the operative bylaw adopted by the NCAA membership and incorporated into the Manual. This would effectively ask the Court to read restrictions into the bylaws that do not exist in its text.

The Court declines to do so.

Under Arizona law, when contractual language is clear and unambiguous, the Court's duty is to enforce the contract as written. Defendant encourages the Court to consider multiple statements made at or near the time of the rule adoption designed to provide guidance on its implementation.

Arizona follows a permissive approach to the parol evidence rule that allows extrinsic evidence to interpret contract language, but only if the contract language is reasonably susceptible to the interpretation offered—and even then, extrinsic evidence cannot vary or contradict the contract's unambiguous terms. *Taylor v. State Farm Mut. Auto. Ins. Co.*, 175 Ariz. 148, 154 (1993); *IB Property Holdings, LLC v. Rancho Del Mar Apartments Ltd. Partnership*, 228 Ariz. 61, 66, ¶16 (App. 2011). The Court may not rely on informal directives, explanatory statements, press releases, or post hoc interpretations to alter the meaning of an otherwise unambiguous contractual provision.

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The Court further concludes that Plaintiff's interpretation does not produce an absurd result. The NCAA membership adopted a rule that expressly replaced a prior eligibility framework with an age-based framework. Whether that policy choice was wise or intended to produce broader eligibility consequences is not for the Court to decide. The Court's responsibility is to enforce the rule that was actually adopted, not the rule the NCAA may contend should have been adopted.

The undisputed facts establish that Plaintiff first enrolled full-time in college in 2022, is presently twenty-three years old, and remains within five academic years of both his initial full-time collegiate enrollment and the academic year immediately following his nineteenth birthday. Based upon the current language of Bylaw 12.6, Plaintiff falls within the eligibility period established by the rule.

Accordingly, Plaintiff has demonstrated a likelihood of success on the merits of his breach-of-contract claim.

Irreparable Harm

Arizona law requires a showing of irreparable injury that cannot be adequately remedied through an award of monetary damages. *Fann v. State*, 251 Ariz. 425, 432, ¶16 (2021).

The loss at issue is not merely economic. Plaintiff seeks the opportunity to participate in Division I intercollegiate athletics during what may be his final season of eligibility. Athletic eligibility is inherently time-sensitive. Once games are played and a season progresses, the lost opportunities to compete, train, develop, and showcase athletic ability cannot be recreated by a later judgment.

Plaintiff's lost opportunity to compete during the 2026-27 season cannot be restored through money damages and cannot be meaningfully replicated after the season concludes. Indeed, a final judgment entered after the season would effectively deprive Plaintiff of the very relief he seeks.

The Court therefore finds that Plaintiff has established a substantial likelihood of irreparable harm absent immediate injunctive relief.

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Balance of Hardships

The threatened injury to Plaintiff is significant and immediate. Absent relief, Plaintiff risks losing the ability to participate in a substantial portion, if not all, of his remaining season of collegiate competition.

By contrast, the burden imposed upon Defendant is minimal. The injunction requires Defendant only to certify Plaintiff in accordance with the presently operative language of the NCAA bylaws to which Defendant has agreed to be bound. Defendant identifies no meaningful institutional harm arising from compliance with the Manual as written. Further, any threat of sanctions from the NCAA are, at this point, hypothetical and speculative.

Accordingly, the balance of hardships weighs decisively in Plaintiff's favor.

Public Policy

Public policy favors enforcement of contracts according to their plain terms and promotes consistency, predictability, and fairness in contractual relationships. Arizona courts have repeatedly recognized that clear contractual provisions should be enforced as written absent some overriding public policy concern.

No such countervailing concern has been identified here. To the contrary, public confidence in the administration of intercollegiate athletics is enhanced when eligibility decisions are made pursuant to the rules actually adopted and published, rather than pursuant to unwritten limitations or alternative interpretations.

The Court therefore finds that public policy supports issuance of the requested injunction.

CONCLUSION

Plaintiff has established a strong likelihood of success on the merits, a substantial risk of irreparable harm, that the balance of hardships tips sharply in his favor, and that the public interest supports injunctive relief. The requirements for issuance of a temporary restraining order and preliminary injunction have been satisfied. The

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Court finds that absent immediate relief, Plaintiff's claimed remaining season of competition will continue to expire while this litigation proceeds. Temporary certification pending final judgment is necessary to preserve the Court's ability to provide meaningful relief and to maintain the parties' positions during adjudication of the contractual dispute.

ORDERS

IT IS ORDERED granting Plaintiff's November 5, 2026 Application for Temporary Restraining Order and Motion for Preliminary Injunction.

IT IS FURTHER ORDERED that Defendant University of Arizona, 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, shall immediately certify Plaintiff Randall Godfrey Jr. as eligible to compete in NCAA Division I men's basketball during the 2026-27 season pursuant to Bylaw 12.6 of the 2026-27 NCAA Division I Manual, provided Plaintiff satisfies all other generally applicable eligibility requirements unrelated to the interpretation of Bylaw 12.6.

IT IS FURTHER ORDERED that Defendant shall not deny, delay, refuse, suspend, or revoke Plaintiff's certification on the ground that Plaintiff exhausted eligibility under the pre-August 1, 2026 version of NCAA eligibility legislation or on any interpretation of Bylaw 12.6 inconsistent with this Order.

IT IS FURTHER ORDERED that this injunction shall remain in effect pending final judgment in this action or further order of the Court.

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IT IS FURTHER ORDERED pursuant to Rule 65(c), Arizona Rules of Civil Procedure, and pursuant to the agreement of the parties, Plaintiff is not required to post a security bond.

/s/
HON. JEFFREY T. BERGIN
(ID: c696f441-8f59-4a22-a3e3-1a757dd914ab)

cc: Ali J. Farhang, Esq.
Brendan A Melander, Esq.
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