West Virginia E-Filing Notice

CC-31-2026-C-382

Judge: Cindy Scott

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IN THE CIRCUIT COURT OF MONONGALIA COUNTY, WEST VIRGINIA
HONOR HUFF v. National Collegiate Athletic Association
CC-31-2026-C-382

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Notice Date: 11/2/2026 3:25:51 PM

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E-FILED | 11/2/2026 3:25 PM
CC-31-2026-C-382
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IN THE CIRCUIT COURT OF MONONGALIA COUNTY, WEST VIRGINIA
DIVISION II

HONOR HUFF,
Plaintiff,

v.

Case No.: CC-31-2026-C-382
The Honorable Cindy S. Scott

NATIONAL COLLEGIATE ATHLETIC ASSOCIATION,
Defendant.

ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY INJUNCTION AND DENYING DEFENDANT'S ORAL MOTION TO STAY PENDING APPEAL

This matter comes before the Court upon the Plaintiff's Motion for Temporary Restraining Order and Preliminary Injunction on October 22, 2026, which was filed following the Plaintiff's Motion for Expedited Consideration of Plaintiff's Motion on October 21, 2026.

In his Complaint, Plaintiff alleges that he completed a fourth year of athletic competition with an NCAA Division I member institution, West Virginia University, during the 2025-26 season. On June 24, 2026, the Defendant National Collegiate Athletic Association ("NCAA") changed its eligibility rules to allow players with one, two, or three years of competition experience to have up to five years of competition instead of four under its age-based eligibility framework (the "New Rule"). However, the NCAA does not permit athletes like Plaintiff, who completed their fourth year of competition during the 2025-26 season, to compete in a fifth year. In adopting the new eligibility rule, the NCAA abolished exceptions under prior eligibility rules under which member institutions could apply for waivers to obtain exceptions for athletes with exceptional circumstances. Plaintiff asserts that the NCAA exercised its discretion to implement the new eligibility rule in a way that was arbitrary and unreasonable and in breach of the duty of good faith and fair dealing, asserting claims for breach of contract, tortious interference, promissory estoppel,

violations of the West Virginia Antitrust Act, W. Va. Code § 47-18-3, and seeking legal and equitable relief.

In his Motion, Plaintiff asks the Court to enter an order pursuant to West Virginia Rule of Civil Procedure 65(a) (Preliminary injunction) and 65(b) (Temporary restraining order) declaring that Honor is eligible to participate in NCAA Division I competition in the 2026-27 season and enjoining the Defendant from enforcing NCAA Bylaw 12.9.4.2, commonly known as the "Rule of Restitution." The Defendant appeared by counsel to file a Response in Opposition to Plaintiff's Motion on October 27, 2026, to which the Plaintiff filed a Reply on October 27, 2026. Plaintiff further filed a Supplement to its original Motion attaching an Affidavit from antitrust economist Ted Tatos, addressing the Plaintiff's claim under the West Virginia Antitrust Act.

Whereupon, the matter was brought on for a hearing on October 28, 2026 at 2:00 p.m. Plaintiff appeared personally and by counsel, and Defendant appeared by counsel. The parties agreed to present the matter through proffers of evidence and witness affidavits in lieu of live testimony. Counsel for Plaintiff further agreed to limit the scope of the hearing to Plaintiff's request for a preliminary injunction based on his breach of contract claim, with argument and ruling on his other claims reserved for a later time. The Court heard the arguments of counsel and proffers of evidence and testimony. In reaching its decision, the Court relied upon the entire record in this action except Plaintiff's Supplemental filing in support of his Motion and the affidavit of Ted Tatos attached to that filing, upon which the Court does not rely in light of the parties' agreement concerning the scope of the hearing.

Upon thoughtful consideration, the Court hereby issues the following **FINDINGS OF FACT** and **CONCLUSIONS OF LAW**:

1. The dispute in this action arises from the NCAA's recent change to eligibility rules for NCAA Division I student-athletes.
2. Under prior Rule 12.6 of the NCAA Division I Manual 2025-26 (the "Old Rule"), the NCAA afforded student-athletes four years of competition, subject to broad exceptions and waivers granted for a variety of reasons frequently affording five or more years of eligibility.
3. The Court recognizes references in the Complaint and Motion to examples of student-athletes receiving five, six, seven, eight, and nine years of eligibility under the Old Rule.
4. However, on June 24, 2026 the NCAA amended Rule 12.6 to give students up to five years of competition instead of four, providing, "An individual's period of eligibility for practice and competition shall be limited to five academic years."
5. The NCAA further explained its implementation of the New Rule, and the expiration of the Old Rule, in a webpage article published by the NCAA on June 23, 2026 to provide guidance on the implementation of its New Rule:

Student-athletes	**Which eligibility rules apply**
Student-athletes who used their final season of competition (under previous rules) during 2025-26.	No additional eligibility.
Current student-athletes with eligibility remaining (under previous rules) after the 2025-26 academic year.	Either the previous rules OR the new age-based model, whichever is most beneficial to the student-athlete.

Prospects who initially enroll full time at any college or university during 2026-27.	Either the previous rules OR the new age-based model, whichever is most beneficial to the student-athlete.
Prospects who initially enroll full time at any college or university in fall 2027 or later.	The age-based model only.

6. Since the NCAA passed its new eligibility rule and published its guidance information, student-athletes who "used their final season of competition (under previous rules) during 2025-26" with "[n]o additional eligibility" have pursued legal challenges in state and federal courts across the country, generally contending that the NCAA's exclusion of athletes in their cohort is arbitrary and unreasonable.
7. For example, the United States District Court for the Northern District of West Virginia concluded that student-athletes who completed four years of competition time in 2025-26 were likely to succeed on the merits of a breach of contract claim in ECF 31, *Lorient v. NCAA*, Case 1:26-cv-94 (N.D. W. Va. Sept. 30, 2026) (Bailey, J.).
8. Similarly, the Circuit Court for Clark County, Indiana granted a temporary restraining order for Trey Kaufman-Renn to compete in 2026-27 in his sixth year after entering college but a fifth year of competition because he did not compete in his first season in college as a redshirt year. The court concluded that the rule's exclusion of Kaufman-Renn was arbitrary. *See Kaufman-Renn v. Nat'l Collegiate Ath. Assoc.*, Case No. 10C06-2608-PL000078 (Cir. Ct. Clark Cnty. Ind. Sept. 9, 2026).
9. The NCAA thus amended eligibility Rule 12.6 to confer up to five years of competition on athletes with one, two, or three years of competition experience, but not four. At the same

time, the NCAA amended Rule 12.6.10 to abolish exceptions previously available under the Old Rule, providing, “There shall be no waivers of the application of the five-year period of eligibility legislation.”

10. With respect to the exceptions, the NCAA’s guidance publication provides that “[f]or current student-athletes with eligibility remaining under the previous rules, schools must submit any season-of-competition or eligibility clock extension waiver requests based on circumstances that occurred during or before the 2025-26 academic year – and all supporting documentation – to the national office no later than July 31, 2026. After that date, waivers of the previous rules will no longer be available.”
11. During the hearing, Plaintiff also proffered language from the NCAA’s legislation adopting the new eligibility rule from August 3, 2026, stating, “Effective immediately, the exceptions no longer apply to competition that occurs during the 2026-27 academic year through the exhaustion of the student-athlete’s Division I eligibility.”
12. In this case, Plaintiff seeks a fifth year of competition during what the NCAA regards as a sixth year of eligibility. Plaintiff began his collegiate athletic career during the 2021-2022 academic year at Virginia Military Institute (“VMI”), an NCAA Division I institution, competing for VMI’s men’s basketball team.
13. For the 2022-23 season, Plaintiff transferred from VMI to the University of Tennessee at Chattanooga (“Chattanooga”), another NCAA Division I institution.
14. Plaintiff transferred in order to continue his athletic and academic development and to play under Coach Dan Earl.
15. At the time of Plaintiff’s transfer, both VMI and Chattanooga were members of the Southern Conference (“SoCon”).

16. Because of SoCon's conference transfer rules, Honor was required to serve a year in residence before being permitted to compete. SoCon's rules are not NCAA eligibility rules.
17. Plaintiff sought relief from that restriction and requested a waiver that would have permitted him to compete during the 2022-2023 season. His request was denied. As a result, he was unable to participate in intercollegiate basketball during the entire 2022-2023 season.
18. Plaintiff returned to competition for Chattanooga during the 2023-2024 season and again during the 2024-2025 season.
19. After graduating from Chattanooga, Plaintiff enrolled at West Virginia University ("WVU") to pursue graduate studies and continue his basketball career with the WVU men's basketball team in 2025-26.
20. Following the 2025-26 season, Plaintiff had participated in competition in four seasons due to a lost season of competition in 2022-23 due to the required year of academic residency under SoCon's rules.
21. A waiver application was submitted to the NCAA to allow Plaintiff to participate in the 2026-27 season, but that waiver was denied.
22. Plaintiff contends that he would have been a candidate for an exception and waiver under the Old Rule governing eligibility.
23. Plaintiff further contends that when he made the decision to transfer from VMI to Chattanooga in 2022—and consequently serve a year of academic residency without competition—he was unaware that the NCAA would later adopt a new eligibility rule that permitted athletes to participate in five seasons of competition. According to Plaintiff, had

he known that the NCAA would change its eligibility rules and allow five seasons of competition, he would have evaluated his decisions differently.

24. "The granting or refusal of an injunction, whether mandatory or preventive, calls for the exercise of sound judicial discretion in view of all the circumstances of the particular case; regard being had to the nature of the controversy, the object for which the injunction is being sought, and the comparative hardship or convenience to the respective parties involved in the award or denial of the writ." *Camden-Clark Mem'l Hosp. Corp. v. Turner,* 212 W. Va. 752, 756; 575 S.E.2d 362, 366 (2002).

25. The "Court must consider, in 'flexible interplay,' the following four factors in determining whether to issue a preliminary injunction: (1) the likelihood of irreparable harm to the plaintiff without the injunction; (2) the likelihood of harm to the defendant with an injunction; (3) the plaintiff s likelihood of success on the merits; and (4) the public interest." *Id*., 212 W. Va. 752, 756; 575 S.E.2d 362, 366.

26. Because this Motion is limited to seeking relief based upon the Plaintiff's claim for breach of contract, the Court considers the likelihood of success on the merits of that claim.

27. "A claim for breach of contract requires proof of the formation of a contract, a breach of the terms of that contract, and resulting damages." *Sneberger v. Morrison*, 235 W. Va. 654, 669, 776 S.E.2d 156, 171 (2015) (citing Syl. Pt. 1, *State ex rel. Thornhill Group, Inc. v. King*, 233 W.Va. 564, 759 S.E.2d 795 (2014)).

28. Under West Virginia Code § 55-8-12, a third party beneficiary may only assert a claim where "made for the sole benefit of" the third party beneficiary. W. Va. Code § 55-8-12 . .

29. "To establish a person as a third-party beneficiary to a contract, we have held, '[w]here plaintiff seeks recovery as a third party beneficiary under a contract to which he is not a

party under W.Va. Code, 55-8-12 (1923), it is necessary that plaintiff demonstrate that the contracting parties intended to confer a benefit upon the plaintiff by their contract.'" *Donna S. v. Travis S.*, 246 W. Va. 634, 643, 874 S.E.2d 746, 755 (2022) (citing Syl. Pt. 2, *Woodford v. Glenville State Coll. Hous. Corp.*, 159 W. Va. 442, 225 S.E.2d 671 (1976)).

30. The Defendant argues that student-athletes cannot be third-party beneficiaries with a right to sue under the NCAA Division I Manual because the contract was not made for their sole benefit. Instead, the Defendant contends that the NCAA's Bylaws are a governance document entered by NCAA member institutions that was not entered "for the sole benefit" of student-athletes, and they cannot enforce the Bylaws as third-party beneficiaries, citing *Trotter v. Nat'l Collegiate Athletic Ass'n*, No. CV 3:26-0523, 2026 WL 2656556 (S.D. W. Va. Sept. 9, 2026) (Chambers, J.).
31. The Court observes that the United States District Court for the Northern District of West Virginia also addressed this argument by the Defendant in another recent athlete eligibility case in *Lorient v. NCAA*, Case 1:26-cv-94 (N.D. W. Va. Sept. 30, 2026) (Bailey, J.), ECF 31.
32. In *Lorient*, the court observed that a third-party beneficiary includes cases wherein the plaintiff is "one of a class of persons designated in a contract for whose benefit the contract was made; and that a member of such class could maintain an action at law, although not a party to the contract." *Id.* at 48 (citing *United Dispatch, Inc. v. E.J. Albrecht Co.*, 135 W. Va. 34, 42, 62 S.E.2d 289, 294 (1950); *Goff v. Penn Mut. Life Ins. Co.*, 229 W. Va. 568, 729 S.E.2d 890 (2012)).
33. This Court reviewed counsel's arguments regarding the NCAA's Division I Manual from 2025-26 and 2026-27 and agrees, finding that the NCAA Division I Manual is intended to

benefit Plaintiff as a member of a class of persons, that being student-athletes, designated in a contract for whose benefit the contract was made, as shown by, among other things, the Defendant's "commit[ment] to the well-being and development of student-athletes, to sound academic standards and the academic success of student-athletes, and to diversity, equity, and inclusion." *See United Dispatch, Inc. v. E.J. Albrecht Co.*, 135 W.Va. 34, 42, 62 S.E.2d 289, 294 (1950). *See also Gofi v. Penn Mut. Life Ins. Co.*, 229 W.Va. 568, 729 S.E.2d 890 (2012).

34. The Court disagrees that *Hart v. NCAA*, 209 W. Va. 543, 550 S.E.2d 79 (2001) forecloses an athlete's claim for breach of contract in this case because Plaintiff here asserts a claim founded upon contract obligations, not fundamental rights as a constitutionally protected property or liberty interest under West Virginia law. Furthermore, the Court's opinion in *Hart* recognized only that "the record before us does not evidence a contractual relationship between these particular parties," but did not examine, as the court did in *Lorient*, whether recent versions of the NCAA Division I Bylaws, also in the record here, create third-party beneficiary status.
35. The NCAA next argues that the Plaintiff has not shown a breach of the NCAA Division I Manual Bylaws because Plaintiff would not have been eligible under the Old Rules or the New Rule.
36. During the hearing, Plaintiff disputed that argument, explaining that he applied for a waiver and exception, under the Old Rule, to allow him to compete in 2026-27, and he was denied.
37. The Court has considered the evidence and finds it unclear whether the NCAA is affording exceptions to student-athletes based on what appear to be conflicting statements within the NCAA's guidance, legislation, and the New Rule itself.

38. With respect to the New Rule, the NCAA did not announce its new eligibility rule in 2022 when Plaintiff made the decision to make an intra-conference transfer that required a year of academic residence.

39. The Court agrees that Plaintiff was unaware that a consequence of his academic residency would be to lose a year of competition eligibility under rules that had not yet been written.

40. "Good faith between contracting parties requires that a party vested with contractual discretion must exercise his discretion reasonably and may not do so arbitrarily or capriciously." *Krypton Coal Corp. v. Golden Oak Mining Co.*, 181 W. Va. 405, 408, 383 S.E.2d 37, 40 (1989).

41. The Court finds that the NCAA was vested with discretion to implement the New Rule but did so in a way that was arbitrary and unreasonable.

42. Under the NCAA's guidance, student-athletes with one, two, and three years of competition experience will be permitted up to five years of competition, while student-athletes with four years of competition experience, like Plaintiff, are not allowed five years of competition. The Court finds that to be arbitrary.

43. The Court further finds that it is unreasonable not to afford exceptions to student-athletes like Plaintiff who made decisions about their collegiate athletic careers not knowing that the NCAA would later change the eligibility rules in a way that makes that decision consequential and at the same time terminate any waiver remedies previously afforded student-athletes.

44. The Circuit Court for Clark County, Indiana recently granted a temporary restraining order for Trey Kaufman-Renn to compete in 2026-27 in his sixth year after entering college but a fifth year of competition because he did not compete in his first season in college as a

redshirt year. The court concluded that the rule's exclusion of Kaufman-Renn was arbitrary. *See Kaufman-Renn v. Nat'l Collegiate Ath. Assoc.*, Case No. 10C06-2608-PL000078 (Cir. Ct. Clark Cnty. Ind. Sept. 9, 2026).

45. This Court agrees that the exclusion of Plaintiff here, like the exclusion of Trey Kaufman-Renn, is arbitrary. Although Plaintiff's competition will occur during his sixth year after entering college, it will be only his fifth year of competition. Excluding athletes simply because of the year they entered college, or because they made redshirt or transfer decisions unaware of the later consequences, is an unreasonable and arbitrary exercise of discretion in implementing the New Rule.
46. The Court therefore concludes that the Plaintiff is likely to succeed on the merits of his breach of contract claim.
47. The Court finds that without an injunction, Plaintiff will suffer irreparable harm in the form of the inability to play intercollegiate sports and the loss of revenue sharing, NIL, educational opportunities, exposure, and training the flow from Plaintiffs inability to play.
48. Therefore, the Court finds that there is a high risk of irreparable harm to Plaintiff.
49. The Court is further unpersuaded that the Defendant is likely to suffer harm from an injunction. This case addresses the eligibility of just one student-athlete with unique circumstances involving a rule specific to intraconference transfer athletes within the Southern Conference.
50. The Court finds that the public interest weighs in favor of granting a preliminary injunction due to the public's interest in assuring fairness in sports, reasonable implementation of the New Rule, fairness in the abolition of exceptions under the Old Rule, administering athlete eligibility for college sports in a way that is not arbitrary or harmful to student-athletes,

and consistency in eligibility determinations for athletes with similar circumstances such as the student-athletes in *Lorient* and *Kaufman-Renn* discussed above.

51. Finally, Defendant orally moved for an order staying this ruling pending an anticipated interlocutory appeal during the hearing on October 28, 2026. The Court concludes that there is a substantial risk of effectively depriving Plaintiff the very relief afforded by this preliminary injunction because the season of competition is set to commence on November 2, 2026.

ORDER

For the foregoing reasons, the Court hereby **GRANTS** the Plaintiff's Motion for Preliminary Injunction pursuant to West Virginia Rule of Civil Procedure 65(a) as follows:

1. The Defendant is **ENJOINED** from excluding Honor Huff from competition under Bylaws Rule 12.6 of the 2025-26 and 2026-27 of the NCAA Division I Manual;
2. Honor Huff is permitted to compete for available roster positions at any NCAA Division I member institution during the 2026-27 academic year without the NCAA regarding that participation as a violation of its eligibility rules.
3. The Defendant is **ENJOINED** from enforcing Bylaw Rule 12.9.4.2 (Rule of Restitution) in relation to participation in competition with a Division I member institution by Honor Huff during the 2026-27 academic year, by enforcement action against Honor Huff, any "individual" to whom the action might be taken, and against any member institution for which Honor Huff may participate in competition.
4. That the granting of this preliminary injunction shall be effective as of the date of the Court's ruling at the October 28, 2026 hearing.
5. The Court waives security.

The Court hereby **DENIES** the Defendant's Motion to Stay Pending Interlocutory Appeal.

The Defendant's objections are noted and preserved.

It is **SO ORDERED**.

The Court directs the Clerk of the Circuit Court of Monongalia County, West Virginia to distribute a copy of this Order to all counsel of record as follows pursuant to West Virginia rules governing e-file procedure:

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