

**IN THE CIRCUIT COURT OF ST. LOUIS COUNTY
STATE OF MISSOURI**

STERLING WEBB,

Plaintiff,

v.

NATIONAL COLLEGIATE ATHLETIC
ASSOCIATION,

Serve On:

National Collegiate Athletic Association

700 West Washington Street

Indianapolis, IN 46204

Defendant.

Cause No.

Division No.

**VERIFIED PETITION FOR DECLARATORY JUDGMENT AND
TEMPORARY, PRELIMINARY, AND PERMANENT INJUNCTIVE RELIEF**

COMES NOW Plaintiff Sterling Webb, by and through the undersigned counsel, for his Verified Petition for Declaratory Judgment and Temporary, Preliminary, and Permanent Injunctive Relief against Defendant National Collegiate Athletic Association, and states as follows:

Nature of the Action

1. Plaintiff Sterling Webb ("Webb") is a homegrown Missouri football player asking for nothing more than what Defendant National Collegiate Athletic Association's (the "NCAA") own rules now promise every college athlete: five seasons of competition in five years. Webb grew up in North St. Louis County, lettered four years on the defensive line at Westminster Christian Academy in St. Louis County, earned a Division I scholarship out of state, and worked his way back home to the University of Missouri in Columbia ("Mizzou"), where he has anchored the interior of the Mizzou Tigers' defensive front for the past two seasons. Mizzou has a roster spot open for Webb, has name, image, and likeness ("NIL") and revenue-sharing money available to

him for his fifth season, and wants him on the field in 2026. Webb wants to play. The only thing standing between Webb and his final season is the NCAA.

2. In June 2026, the NCAA's Division I Cabinet voted unanimously to scrap the framework that for decades limited student-athletes to four seasons of competition inside a five-year window. In its place, the NCAA adopted an age-based eligibility model (the "Age-Based Model"): with the 2026-2027 academic year, every student-athlete may compete in five seasons over five years, with the eligibility clock starting upon initial full-time enrollment or at the beginning of the academic year following the athlete's 19th birthday, whichever occurs first. Webb checks every box the Age-Based Model draws. He first enrolled in college in August 2022, days before his 19th birthday; his five-year clock, therefore, runs through the 2026-2027 academic year; and he has competed in only four seasons. Measured by the NCAA's own new rule, Webb has a season left.

3. But the NCAA did not stop at adopting the new model. It attached a transition condition providing that student-athletes who had already completed a fourth season of competition before the model takes effect, without a "redshirt year" in reserve, get nothing (the "Transition Exclusion"). Athletes still holding eligibility after 2025-2026 may elect whichever framework treats them better; incoming athletes get the full benefit of the new model; and the only waiver exceptions that survive — for pregnancy, military service, and religious missions — have nothing to do with athletes in Webb's position. Webb's cohort alone, in substance the high school class of 2022, is locked out: no fifth season, no election, no waiver, no appeal, and no administrator to petition.

4. The exclusion falls on the one group with the strongest equitable claim to a fifth season. Because the NCAA handed a blanket extra year of eligibility to every athlete enrolled

during the COVID-19 pandemic, Webb spent all four of his seasons battling for snaps, starts, and recognition against opponents and teammates playing their fifth, sixth, and in some instances seventh college seasons. The classes ahead of Webb got their fifth season by waiver. The classes behind him get theirs by rule. Webb's class bore the competitive burden of both dispensations and received the benefit of neither.

5. Nor does the NCAA merely enforce this exclusion; it arms it. NCAA Bylaw 12.9.4.2., titled "Restitution," (hereafter the "Rule of Restitution") claims the power to punish, after the fact, any athlete or institution whose athlete competes under a court order that is later vacated or reversed, by stripping victories, banning postseason play, and exacting financial penalties. The provision can serve only one purpose: to make athletes and institutions afraid to go to court, and to punish those who do.

6. Despite that chilling threat of reprisal, athletes in Ohio and Texas have braved this conduct, challenged the illegality of the NCAA's rules, and refused to bow to its bullying threats. The courts have answered. On July 10, 2026, the Court of Common Pleas of Hamilton County, Ohio preliminarily enjoined the NCAA from enforcing the same exclusion against two dozen basketball players, finding its application arbitrary, and thereafter denied the NCAA's request to stay that ruling. Days later, a Texas district court in Travis County entered a temporary restraining order permitting University of Texas offensive lineman Cole Hutson to resume football activities while his challenge proceeds.

7. Webb has the same grievance and stands in the same position as the athletes who sued in Ohio and Texas, and he asks this Court for the same relief justice requires: a declaration that the NCAA rule preventing Webb from playing is null and void as applied to him, together with an order restraining the NCAA from enforcing its unconscionable and intimidating Rule of

Restitution, a provision that punishes any citizen for exercising the constitutional right of access to the courts, against Webb, Mizzou, or anyone who takes the field with or against him. To be clear, Webb seeks declaratory and injunctive relief only; he does not seek, and expressly disclaims, an award of monetary damages of any kind.

8. The relief Webb seeks takes nothing from anyone; granting it affirmatively benefits the public. His roster spot is open, and the NIL and revenue-sharing money is available to him. The public's stake, meanwhile, is concrete. All season long, Mizzou will line up against teams fielding fifth-year players from the high school class of 2022 who challenged the NCAA's exclusion and won the right to play, and on November 7, 2026, Mizzou hosts the University of Texas, the program whose lineman has already obtained that relief.

9. Absent relief here, those games present the same spectacle every Saturday: opponents enjoying the fifth season the NCAA denies Webb, while Missouri's flagship university competes shorthanded and one of Missouri's own watches from the sideline. A level playing field is the very interest the NCAA claims its eligibility rules exist to protect. An order permitting Webb to play delivers that level field, to the benefit of Mizzou, its students and fans, and the State of Missouri; denial guarantees that Mizzou alone takes the field at a disadvantage of the NCAA's making.

10. What cannot wait is the calendar: Mizzou reports for preseason camp on August 3, 2026, and opens the season at home against Arkansas-Pine Bluff on September 5, 2026. Absent prompt relief from this Court, Webb will watch from the sideline, in his home state, in his final year, while the NCAA's own current rule says he should be playing. A season lost now can never be replayed.

Parties

11. Webb is a natural person and a citizen and resident of the State of Missouri, residing at 3829 Kentucky Derby Drive, Florissant, St. Louis County, Missouri 63034.

12. Webb was born on September 11, 2003.

13. Webb is a defensive lineman who has competed for Mizzou's football team since 2024.

14. The NCAA is an unincorporated association organized under the laws of Indiana with its principal place of business at 700 West Washington Street, Indianapolis, Indiana 46204.

15. The NCAA governs intercollegiate athletics for roughly 1,100 member colleges and universities nationwide.

16. The NCAA's Missouri members include Mizzou and institutions located in St. Louis County, among them the University of Missouri-St. Louis, Maryville University, and Washington University in St. Louis.

17. The NCAA's Constitution and Bylaws, published annually in the NCAA Division I Manual (the "Manual"), fix the terms on which every member institution may field teams and every student-athlete may compete, including the eligibility rules challenged here.

18. Member institutions adopt, amend, and agree to enforce those rules through the NCAA's governance structure, and an institution that defies them faces sanctions up to and including the shutdown of its athletic programs.

Jurisdiction and Venue

19. This Court has subject matter jurisdiction pursuant to Article V, Section 14(a) of the Missouri Constitution.

20. Missouri circuit courts are courts of general original jurisdiction, empowered to declare rights, status, and other legal relations under section 527.010, RSMo, and to grant the temporary, preliminary, and permanent injunctive relief Webb seeks under Missouri law.

21. The NCAA is subject to personal jurisdiction in Missouri under sections 506.500.1(1), RSMo.

22. The NCAA transacts business within this state; it regulates and profits from intercollegiate athletics at Missouri member institutions, stages championship events in Missouri, sells tickets and merchandise here, and licenses broadcasts of games played here.

23. The NCAA has also committed acts within this state, because its eligibility determinations are aimed at and take effect against Missouri residents and Missouri institutions, including Webb and Mizzou.

24. Venue lies in St. Louis County under section 508.010, RSMo.

25. St. Louis County is where Webb resides and where the NCAA engages in business through member institutions located and competing there.

Facts Common to All Counts

A. A St. Louis County Player Earns His Way Home

26. Webb attended Westminster Christian Academy in St. Louis County, where he lettered four times and helped his teams reach the state playoffs in four consecutive years.

27. He graduated in the spring of 2022 and, as a two-star prospect, accepted a scholarship to play Division I football at New Mexico State University (“New Mexico State”).

28. Webb enrolled full-time at New Mexico State in August 2022 and played immediately.

29. Across the 2022 and 2023 seasons he appeared in 25 games with 15 starts, compiling 47 tackles, 8.5 tackles for loss, and 6.0 sacks.

30. After the 2023 season, Conference USA named him First Team All-Conference.

31. Webb then came home. He transferred to Mizzou and played in all 13 of the Mizzou Tigers' games in 2024. In 2025, he appeared in 12 games, started eight, and recorded 20 tackles and 2.0 sacks from the interior of the defensive line.

32. Webb has thus used four seasons of competition; 2022, 2023, 2024, and 2025.

33. Webb never redshirted, never sat out a transfer year, and never received a hardship or medical waiver.

34. When Mizzou's 2025 campaign ended, Webb had completed his fourth season, months before the NCAA's new eligibility model was to take effect.

35. Webb is in good academic standing, is physically able to compete, and is within the five-year window measured from his August 2022 enrollment.

36. Mizzou has a roster spot available for Webb and wants him on the field in 2026.

37. Mizzou has NIL and revenue-sharing money for Webb's fifth season.

38. That money is reserved for Webb alone; relief allowing him to play would not take a dollar, a scholarship, or a roster spot from any other athlete.

B. The Old Rules: Four Seasons, Five Years, and the Redshirt

39. Throughout Webb's career, two interlocking provisions of the Manual governed how long a student-athlete could play.

40. Bylaw 12.6.1 — the five-year rule — required an athlete to complete all seasons of competition within five calendar years of first full-time collegiate enrollment.

41. Bylaw 12.6 simultaneously capped the athlete at four seasons of intercollegiate competition in a sport (the “Seasons Cap”).

42. The gap between the five-year window and the four-season cap was the redshirt year: a season in which an athlete practices, trains, travels, and studies with the team but competes not at all or only within narrow limits.

43. In football, an athlete may appear in up to four regular-season games without being charged a season of competition under Bylaw 12.6.3.1.6; a fifth appearance, even for one snap, consumes a full season.

44. The Manual has never treated these limits as absolute.

45. The NCAA’s Committee on Student-Athlete Reinstatement may waive the five-year rule by a two-thirds vote “as it deems appropriate,” and related provisions authorize additional seasons for hardship and extenuating circumstances.

46. The NCAA has exercised that discretion freely, most dramatically when it granted every athlete enrolled during the 2020-2021 academic year a blanket additional season of competition in response to the COVID-19 pandemic.

47. That blanket COVID relief reshaped the competitive landscape Webb entered.

48. The high school classes of 2017 through 2021 could play five seasons; some athletes, stacking COVID relief on other waivers, played six or seven.

49. From his first practice at New Mexico State to his last game at Mizzou, Webb competed against, and was evaluated alongside, older, more physically developed players enjoying seasons his class would never see.

C. The New Rule: Five Seasons in Five Years for Everyone but Webb's Class

50. On June 23, 2026, the Division I Cabinet, the twenty-member body with day-to-day rulemaking authority over Division I eligibility, unanimously approved the Age-Based Model.

51. Under the new rule, a student-athlete may compete in five seasons within a five-year period that begins upon initial full-time enrollment or at the start of the academic year following the athlete's 19th birthday, whichever comes first.

52. The redshirt concept is abolished going forward; the Age-Based Model becomes part of the Manual for 2026-2027.

53. The NCAA paired the new model with transition terms that sort current athletes into winners and losers.

54. Athletes with eligibility remaining after the 2025-2026 academic year may choose whichever framework — old or new — serves them better, an election open through July 31, 2026.

55. Incoming athletes take the new model in full.

56. But an athlete who completed a fourth season of competition before the model takes effect, without a redshirt year in hand, receives no additional eligibility, i.e., no fifth season, no election, and no waiver.

57. Under the new system, eligibility waivers survive only for pregnancy, military service, and religious missions.

58. None applies to Webb, and the NCAA has created no application, appeal, or committee process through which an athlete in Webb's position may even request the fifth season the new model would otherwise afford him.

59. Mizzou's compliance staff has no waiver it can file.

60. There is no administrator to petition and no decision to appeal.

61. Exhaustion of administrative remedies is impossible because no administrative remedy exists.

62. The Transition Exclusion cannot be squared with the rule it accompanies.

63. The NCAA has now concluded — unanimously — that five seasons of competition in five years is the right measure of a college career, for every sport and every athlete.

64. Yet it denies that measure to the one cohort that supplied the competitive equity for everyone else: the athletes who played four straight seasons against COVID-advantaged rosters and reached the finish line just as the finish line moved.

65. The exclusion also inverts the NCAA's stated values.

66. The NCAA's Constitution commits the NCAA to fairness, honesty, and the well-being of student-athletes, and its waiver machinery exists precisely to relieve inequity in individual cases.

67. Applied to Webb, the machinery has been welded shut.

D. Courts Have Already Rejected the Exclusion

68. Webb is not the first athlete to challenge the Transition Exclusion, and courts have not hesitated to act.

69. In *Borovicain v. National Collegiate Athletic Association*, No. A2603352 (Ct. Com. Pl. Hamilton Cty., Ohio), the court on July 10, 2026, preliminarily enjoined the NCAA from enforcing its seasons-of-competition limits against twenty-four basketball players from the high school class of 2022, concluding that the NCAA's application of its rules to that class was arbitrary and that available roster spots meant relief would harm no one.

70. The court subsequently declined to stay its injunction pending the NCAA's appeal.

71. In Travis County, Texas, University of Texas offensive lineman Cole Hutson, also a member of the same high school class of 2022, similarly situated to Webb in every material respect, obtained a temporary restraining order against the NCAA in July 2026 permitting him to resume college football activities while he pursues a fifth season under the Age-Based Model. *Cole Hutson v. National Collegiate Athletic Association*, No. D-1-GN-26-005654 (Travis Cty., Tex.).

72. Similar actions by football players in other states are pending, including suits by Wisconsin seniors seeking the same fifth season.

73. The NCAA is thus already permitting members of the class of 2022 to prepare to compete in 2026-2027 under court orders, while athletes without such orders, like Webb, remain shut out.

74. Each additional court order deepens the arbitrariness: eligibility for the class of 2022 now turns not on any athletic or academic principle, but on who has sued.

E. What the Lost Season Costs Webb

75. A fifth season is worth more today than at any point in the history of college sports.

76. Following the final approval, on June 6, 2025, of the settlement in *In re College Athlete NIL Litigation*, No. 4:20-cv-03919 (N.D. Cal.), commonly known as the *House* settlement, Division I institutions may share revenue directly with their student-athletes, up to a cap of roughly \$20.5 million per school in the first year.

77. The Manual ties an athlete's ability to receive such payments to his eligibility.

78. A declared-ineligible Webb receives none of it.

79. Beyond revenue sharing, the 2026 season represents Webb's final opportunity to earn compensation for the use of his name, image, and likeness at the Division I level; his final

season of Southeastern Conference (“SEC”) football; and his only chance to finish his career in front of his family in his home state.

80. Interior defensive linemen commonly peak in their final collegiate seasons, and Webb’s trajectory, from Conference USA honoree to SEC starter, fits that pattern.

81. None of this can wait.

82. Mizzou opens preseason camp on August 3, 2026; position groups, scholarship allocations, and revenue-sharing budgets for 2026-2027 are being fixed now.

83. Furthermore, the season opener against Arkansas-Pine Bluff is set for September 5, 2026.

84. Once camp installs a defensive line without Webb and the budget earmarked for him is spent elsewhere, no judgment entered after the fact can restore what was lost.

85. A season of college football, once missed, is gone.

Count I: Declaratory Judgment (Section 527.010, RSMo)

86. Webb incorporates by reference each of the foregoing paragraphs as though fully restated here.

87. Under section 527.010, RSMo, this Court may “declare rights, status, and other legal relations whether or not further relief is or could be claimed,” and under section 527.080, RSMo, may grant supplemental relief based on such a declaration whenever necessary or proper.

88. The NCAA’s Constitution and Bylaws operate as a contract among the NCAA and its member institutions, including Mizzou.

89. Those governing documents regulate student-athletes by name and design — their eligibility, their participation, and, since 2025, their compensation — and student-athletes such as Webb are intended, direct beneficiaries of them with standing to enforce them.

90. An actual, justiciable controversy exists between Webb and the NCAA: Webb contends, and the NCAA denies, that he is entitled to compete in Division I football in 2026-2027.

91. That is true whether because the Age-Based Model, applied by its own terms, gives him a fifth season, or because the Transition Exclusion is arbitrary, adopted in bad faith, and unenforceable against him.

92. The controversy is concrete and immediate.

93. Webb has a roster spot waiting at Mizzou, preseason camp is upon him, and the NCAA's position presently operates as a bar to his participation, his revenue-sharing compensation, and his NIL opportunities.

94. Webb has legally protectable interests in each, and no adequate remedy at law exists for the loss of an unrepeatable final season.

95. Webb, therefore, requests a judgment declaring that: (a) Webb satisfies the eligibility criteria of the Age-Based Model for the 2026-2027 academic year; (b) the Transition Exclusion is unenforceable as applied to Webb; and (c) the NCAA may not treat Webb as ineligible for the 2026-2027 season, nor penalize Mizzou or any other member institution for rostering, playing, compensating, or competing against him, so long as he remains otherwise academically and athletically eligible.

Count II: Breach of Contract and of the Implied Covenant of Good Faith and Fair Dealing

96. Webb incorporates by reference each of the foregoing paragraphs as though fully restated here.

97. Missouri law reads into every contract a covenant of good faith and fair dealing, which forbids a party from using discretion the contract confers to defeat the reasonable expectations of those the contract is meant to benefit.

98. The NCAA's governing documents grant the NCAA sweeping discretion over eligibility, including express authority to waive its own season limits "as it deems appropriate," and simultaneously promise, in the NCAA Constitution, that intercollegiate athletics will be administered with fairness, honesty, and the athlete's well-being at the center.

99. Webb, as an intended third-party beneficiary, was entitled to an eligibility system administered consistently with those commitments.

100. The NCAA exercised its discretion in precisely the opposite fashion.

101. The NCAA granted a blanket fifth season to the classes ahead of Webb when the COVID-19 pandemic made relief convenient; it granted a permanent fifth season to the classes behind him when litigation made reform unavoidable; and it then singled out Webb's class for exclusion from both dispensations, while sealing off every waiver channel through which the inequity could be corrected.

102. That is not the evenhanded administration the contract promises: it is the arbitrary use of contractual discretion to strip a discrete group of the contract's benefits.

103. The NCAA's conduct has deprived Webb of concrete contractual benefits, including the fifth season of competition the Manual now prescribes as the standard college career and the revenue-sharing eligibility the Manual attaches to active status.

104. As a direct and proximate result, Webb faces immediate and irreparable injury, including the permanent loss of his final season, forgone revenue-sharing and NIL opportunities, and diminished professional prospects, for which declaratory and injunctive relief is the only meaningful remedy and the only remedy Webb seeks.

Count III: Promissory Estoppel (In the Alternative)

105. Webb incorporates by reference each of the foregoing paragraphs as though fully restated here.

106. Through its published bylaws, its eligibility center, and its member institutions, the NCAA promised recruited athletes, including Webb, a defined and evenhandedly administered eligibility framework: play by the rules, and the rules will treat you as they treat everyone else.

107. Webb's reliance on that promise was actual, reasonable, and exactly what the NCAA intended.

108. Webb enrolled immediately after high school rather than pursuing other paths; he played, rather than redshirted, each of his first four seasons; he transferred within the NCAA system to Mizzou; and he maintained his academic standing throughout, all in the expectation that the framework governing his career would not be rewritten around him to his exclusive detriment.

109. The NCAA broke the promise in the final year of Webb's window, adopting a five-season standard for everyone while denying it to athletes who had structured four years of irrevocable decisions around the NCAA's prior representations.

110. Webb cannot get those decisions back and injustice can be avoided only by holding the NCAA to the framework it now professes and declaring Webb eligible for 2026-2027.

Temporary, Preliminary, and Permanent Injunctive Relief

111. Webb requests a temporary restraining order, followed by a preliminary injunction and, upon final judgment, a permanent injunction, restraining the NCAA from enforcing its eligibility limits and the Transition Exclusion against him. That equitable relief, together with the declarations requested above, is the whole of the relief Webb seeks.

112. Every consideration that guides the issuance of interim equitable relief in Missouri — the movant’s probability of success on the merits, the threat of irreparable harm, the balance of the equities, and the public interest — points the same direction here, and Webb has verified this Petition under oath in support of the relief requested pursuant to Rule 92.02.

A. Webb Is Likely to Succeed on the Merits

113. Webb’s probability of success flows from the NCAA’s own documents and its own conduct. The Age-Based Model establishes that five seasons in five years is, in the NCAA’s considered judgment, the correct measure of a college career; Webb satisfies that measure on its face.

114. The NCAA’s Constitution promises fair and honest administration; its bylaws confer waiver discretion designed to relieve exactly this kind of inequity; and the NCAA nonetheless slammed every door on a single graduating class while holding those doors open for everyone on either side of it.

115. A defendant’s own governing documents rarely make a plaintiff’s merits case this cleanly.

116. Webb’s position is not novel.

117. The Hamilton County, Ohio Court of Common Pleas has already preliminarily enjoined the NCAA from enforcing the same exclusion against twenty-four members of the same high school class, has already rejected the NCAA’s request to stay that ruling, and a Travis County, Texas court has already restrained the NCAA in favor of a former Texas offensive lineman whose circumstances mirror Webb’s in every material respect.

118. The NCAA has identified no interest served by the Transition Exclusion that survives its own repudiation of the four-season framework.

B. Webb Faces Immediate and Irreparable Harm

119. The harm here is the permanent loss of an unrepeatable opportunity.

120. A collegiate athlete's final season exists once. It cannot be banked, deferred, or re-created by a judgment entered after the schedule has been played.

121. Each of its components is time-locked: the roster spot Mizzou is holding open, the revenue-sharing allocation being budgeted now, the NIL agreements that require an active player, the twelve Saturdays of SEC film that NFL evaluators will study, and the singular experience of finishing a career at home, in front of family, for the state's flagship university.

122. The clock is not hypothetical. Mizzou opens preseason camp on August 3, 2026.

123. Depth charts and defensive-line rotations will be installed in August; the season begins at home against Arkansas-Pine Bluff on September 5, 2026.

124. Every practice and game that passes while Webb sits is gone for good.

125. By the time this case could be tried in the ordinary course, the entire subject of the case will have expired.

126. That is precisely the circumstance temporary and preliminary relief exists to prevent.

127. Webb seeks no award of damages.

128. No formula can price what a final SEC season would have done for Webb's draft evaluation, his NIL market, or his professional trajectory.

129. Where the loss is both certain to occur and impossible to quantify, the remedy at law is inadequate.

C. The Balance of the Equities Tips Entirely Toward Webb

130. Against Webb's loss of everything the 2026 season holds, the NCAA can place nothing on its side of the scale.

131. The requested relief is purely negative: it asks the NCAA to spend no money, take no affirmative step, and simply refrain from enforcing against one Missouri athlete a transition provision that courts have already forbidden it to enforce against dozens of others.

132. The NCAA will conduct the 2026-2027 season identically whether Webb plays or watches.

133. Relief would harm no third party, either.

134. Mizzou is holding a roster spot for Webb and wants him on it.

135. The NIL and revenue-sharing money for Webb's season is available to him, so relief would affect no other athlete's compensation.

136. No other athlete is displaced, and Webb would remain subject to every academic and athletic requirement applicable to any Division I football player.

137. An order that merely lets a willing player join a willing program under the NCAA's own current eligibility standard burdens no one.

D. The Public Interest Favors Relief

138. The public interest is served by holding the NCAA to the rule it has chosen, not the rule it has abandoned.

139. Missouri has a substantial interest in the opportunities of its resident athletes and in the teams fielded by its public flagship university.

140. And the status quo the NCAA defends is itself corrosive: because of the orders already entered in Ohio and Texas, members of the class of 2022 who sued are preparing to play in 2026-2027 while identically situated athletes who have not sued remain barred.

141. That unfairness will play out on Mizzou's own schedule.

142. Mizzou hosts the University of Texas on November 7, 2026, the program whose lineman braved the NCAA's threats and obtained relief in Travis County, and over the course of the season Mizzou will face teams fielding class of 2022 players who challenged the NCAA's rules and, under the protection of court orders, will play.

143. Absent relief, Webb would watch from the sideline while opponents with his same grievance take the field against his own team.

144. Eligibility that turns on litigation rather than principle is the opposite of the uniform, fair competition the NCAA claims its rules exist to protect.

145. Relief for Webb narrows that arbitrary divide.

E. The Rule of Restitution Must Be Restrained for Relief to Be Effective

146. Meaningful relief requires one further safeguard.

147. The "Rule of Restitution" purports to authorize the NCAA to punish an institution retroactively if an athlete competes under a court order that is later vacated or reversed.

148. The "Rule of Restitution" provides, in relevant part:

If a student-athlete who is ineligible under the terms of the bylaws or other legislation is permitted to participate in intercollegiate competition contrary to such NCAA legislation but in accordance with the terms of a court restraining order or injunction operative against the institution attended by such student-athlete or against the [NCAA], or both, and said injunction is voluntarily vacated, stayed or reversed or it is finally determined by the courts that injunctive relief is not or was not justified, the Board of Directors may take any one or more of the following actions against such institution in the interest of restitution and fairness to competing institutions:

(a) Require that individual records and performances achieved during participation by such ineligible student-athlete shall be vacated or stricken;

(b) Require that team records and performances achieved during participation by such ineligible student-athlete shall be vacated or stricken; [and]

(c) Require that team victories achieved during participation by such ineligible student-athlete shall be abrogated and the games or events forfeited to the opposing institutions[.]

149. Unless the NCAA is enjoined from invoking the Rule of Restitution on account of Webb's participation, the relief this Court grants could be nullified by the in terrorem effect of the bylaw itself: Mizzou could win the order and still bench Webb rather than risk retroactive punishment.

150. Webb therefore asks that any injunction extend to the Rule of Restitution as applied to Webb, Mizzou or any institution for which he competes, and every institution that competes with or against him in 2026-2027.

F. Only Nominal Security Should Be Required, and an Expedited Hearing Is Warranted

151. Webb requests that any security required under Rule 92.02 be nominal.

152. The relief sought is purely restraining; it obligates the NCAA to spend nothing and to take no affirmative step; and an injunction later dissolved would leave the NCAA with no compensable loss.

153. Webb will have simply played football while otherwise eligible.

154. Courts granting parallel relief against the NCAA have proceeded on nominal or no security.

155. Given that Mizzou's preseason camp opens within days, Webb further requests that the Court take up his application for a temporary restraining order at the earliest available setting.

WHEREFORE, Plaintiff Sterling Webb, seeking declaratory and injunctive relief only and expressly disclaiming any award of monetary damages, respectfully prays that this Court enter judgment in his favor and against Defendant National Collegiate Athletic Association, and that the Court:

(a) declare that Webb satisfies the NCAA's Age-Based Model and is eligible to compete in NCAA Division I football during the 2026-2027 academic year at Mizzou or any other member institution, so long as he remains otherwise academically and athletically eligible;

(b) declare the Transition Exclusion unenforceable as applied to Webb;

(c) enter a temporary restraining order, on an expedited basis and upon no more than nominal security, followed by a preliminary and permanent injunction, restraining the NCAA from enforcing NCAA Bylaw 12.6, the Seasons Cap, the five-year rule, the Transition Exclusion, or any related bylaw or policy so as to prevent, penalize, or burden Webb's participation in the 2026-2027 season;

(d) temporarily, preliminarily, and permanently enjoin the NCAA from invoking NCAA Bylaw 12.9.4.2, the Rule of Restitution, against Webb, Mizzou or any institution for which Webb competes, or any institution that competes with or against him, on account of Webb's participation pursuant to this Court's orders; and

(e) grant such other and further relief as the Court deems just and proper under the circumstances.

Dated: July 28, 2026

Respectfully submitted,

BLITZ, BARDGETT & DEUTSCH, L.C.

By: /s/ Andrew W. Blackwell

Andrew Blackwell, #64734

120 S. Central Avenue, Ste. 1500

St. Louis, Missouri 63105

(314) 863-1500

(314) 863-1877 (facsimile)

ablackwell@bbdlc.com

Attorneys for Plaintiff Sterling Webb

VERIFICATION

STATE OF MISSOURI)

) ss.

COUNTY OF ST. LOUIS)

STERLING WEBB, of lawful age, being first duly sworn upon his oath, states that he is the Plaintiff named in the foregoing Verified Petition for Declaratory Judgment and Temporary, Preliminary, and Permanent Injunctive Relief; that he has read the Petition and knows its contents; and that the facts stated in it are true and correct according to his best knowledge, information, and belief, and as to matters stated on information and belief, he believes them to be true.

Sterling Webb
STERLING WEBB

Subscribed and sworn to before me this 27 day of July, 2026.

Cindy L. Stephens
Notary Public

My Commission Expires:

CINDY L. STEPHENS NOTARY PUBLIC - NOTARY SEAL STATE OF MISSOURI MY COMMISSION EXPIRES SEPTEMBER 21, 2028 ST. LOUIS COUNTY COMMISSION #12499001
