

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF WEST VIRGINIA**

**JIMORI ROBINSON,
JEFFREY WEIMER, TYE
EDWARDS, and JUSTIN
HARRINGTON,**

Plaintiffs,

v.

**Civil Action No. 1:25-CV-75 (Kleeh)
JURY TRIAL DEMANDED**

**NATIONAL COLLEGIATE
ATHLETIC ASSOCIATION,**

Defendant.

ELECTRONICALLY
FILED
08/01/2025
U.S. DISTRICT COURT
Northern District of WV

COMPLAINT

Plaintiffs Jimori Robinson, Jeffrey Weimer, Tye Edwards, and Justin Harrington (“Plaintiffs”) bring the following cause of action and seek an injunction forbidding Defendant from enforcing its arbitrary and capricious decisions, breaching its contracts with its member institutions, and preventing them from participating in college sports.

PARTIES

1. Plaintiff Jimori Robinson is a resident of Morgantown, West Virginia.
2. Plaintiff Jeffrey Weimer is a resident of Morgantown, West Virginia.
3. Plaintiff Tye Edwards is a resident of Morgantown, West Virginia.
4. Plaintiff Justin Harrington is a resident of Morgantown, West Virginia.
5. Defendant National Collegiate Athletic Association, also known as the NCAA, is a collective of colleges and universities organized as a non-profit organization

headquartered in Indianapolis, Indiana, which does business and participates in collegiate sports throughout the United States and in select foreign countries.

JURISDICTION AND VENUE

6. This matter deals with collegiate sports in Morgantown, West Virginia.

7. The parties are completely diverse.

8. Damages in this matter are more than \$75,000.

9. This Court may exercise personal jurisdiction over Defendant because Defendant currently transacts business in the Clarksburg Division of the Northern District of West Virginia. Defendant and its member institutions conduct athletic competitions, ticket and merchandise sales, television agreements, and other revenue-generating activities in the Northern District of West Virginia.

10. This Court has jurisdiction over the federal antitrust claims in this action under Section 1 of the Sherman Act, 15 U.S.C. § 1, Sections 4 and 26 of the Clayton Act, 15 U.S.C. § 26, and under 28 U.S.C. §§ 1331 and 1337.

11. Venue is proper in this district under Section 12 of the Clayton Act, 15 U.S.C. 22, and under 28 U.S.C. § 1391(b)(2).

12. Based on the facts stated above and herein, and the statutory and case law of West Virginia, the United States District Court, Northern District of West Virginia, has diversity jurisdiction over the causes and claims asserted in this Complaint.

13. Based on the facts stated above and herein, and the statutory and case law of West Virginia, the United States District Court, Northern District of West Virginia, has pendent jurisdiction over the causes and claims asserted in this Complaint.

14. Based on the facts stated above and herein, venue is proper in the Northern District of West Virginia.

FACTUAL BACKGROUND

15. Plaintiff Jimmori Robinson attended Dodge City Community College, a non-NCAA institution, in the 2019-2020 academic year.

16. Plaintiff Robinson then attended Monroe University, also a non-NCAA institution, in the 2020-2021 academic year. He did not, however, play football at Monroe College as its season was cancelled due to COVID-19 restrictions.

17. Plaintiff Robinson then attended an NCAA institution, the University of Texas at San Antonio, in the 2021-2022, 2022-2023, 2023-2024, and 2024-2025 academic years. He was granted a redshirt for the 2021-2022 season of football and, thus, only competed 3 years on the football team.

18. Plaintiff Robinson now attends West Virginia University, an NCAA institution.

19. Altogether, Plaintiff Robinson has only participated in sports at an NCAA institution for 3 years over the past 4 years.

20. Plaintiff Robinson sought—but was denied—a waiver seeking to play a 4th year at an NCAA institution.

21. Plaintiff Jeffrey Weimer attended Hartnell College, a non-NCAA institution, in the 2018-2019 and 2019-2020 academic years. He was granted a redshirt for the 2019-2020 season of football.

22. During the 2020-2021 academic year, Plaintiff Weimer transferred from Hartnell to City College of San Francisco, a non-NCAA institution. Because of COVID-19 restrictions Plaintiff Weimer did not compete in sports during the 2020-21 academic year.

23. Plaintiff Weimer attended City College of San Francisco and competed on its football team during the 2021-2022 academic year.

24. Plaintiff Weimer then attended an NCAA institution, the University of Nevada, Las Vegas, in the 2022-2023 academic year, where he played on the football team.

25. Due to medical and personal issues, Plaintiff Weimer was unable to attend college during the 2023-2024 academic year.

26. Plaintiff Weimer then attended an NCAA institution, Idaho State University, in the 2024-2025 academic year, where he played on the football team.

27. Plaintiff Weimer now attends West Virginia University, an NCAA institution.

28. Altogether, Plaintiff Weimer has only participated in sports at an NCAA institution for 2 years over the past 3 years.

29. Plaintiff Weimer sought—but was denied—a waiver seeking to play a 3rd year at an NCAA institution.

30. Likewise Plaintiff Tye Edwards attended the Georgia Military College, a non-NCAA institution, in the 2019-2020 academic year.

31. Plaintiff Edwards then attended Hutchinson Communication College, also a non-NCAA institution, in the 2020-2021 and 2021-2022 academic years.

32. Plaintiff Edwards then attended a NCAA institution, the University of Texas at San Antonio, in the 2022-2023 academic year. He was granted a redshirt for that season of football.

33. Following that, in 2023-2024 and 2024-2025, Plaintiff Edwards attended Northern Iowa, an NCAA institution.

34. Plaintiff Edwards now attends West Virginia University, an NCAA institution.

35. Altogether, Plaintiff Edwards has only participated in sports at an NCAA institution for 3 years over the past 4 years.

36. Plaintiff Edwards sought—but was denied—a waiver seeking to play a 4th year at an NCAA institution.

37. Likewise Plaintiff Justin Harrington attended Bakersfield Community College, a non-NCAA institution, in the 2018-2019 and 2019-2020 academic years.

38. Plaintiff Harrington then attended an NCAA institution, the University of Oklahoma, in the 2020-2021, 2021-2022, 2022-2023, and 2023-2024 academic years. He was granted a medical redshirt for the 2020 and 2023 seasons of football and another redshirt for the 2021 season of football.

39. Following that, in 2024-2025, Plaintiff Harrington attended the University of Washington, an NCAA institution.

40. Plaintiff Harrington now attends West Virginia University, an NCAA institution.

41. Altogether, Plaintiff Edwards has only participated in sports at an NCAA institution for 2 years over the past 3 years.

42. Plaintiff Harrington sought—but was denied—a waiver seeking to play a 3rd year at an NCAA institution.

43. The NCAA has created a system of impediments to and series of costs for playing college sports at non-NCAA member institutions.

44. A collection of NCAA bylaws, such as 12.8.1 (the “Five-Year Rule”), NCAA bylaw 14.5.4.3 (“Academic Redshirt”)—as well as the way the NCAA administers its bylaws—(all collectively referred to as the “JuCo Penalty” herein), arbitrarily restrict the ability and eligibility of college athletes who have competed at non-NCAA institutions.¹ The JuCo penalty is unlawful and has a substantial anti-competitive impact on college sports, drastically affecting colleges and their student-athletes.

45. The JuCo Penalty discourages student-athletes from attending non-NCAA institutions. Regardless of whether a student athlete needs or desires additional time to academically prepare for a four-year college, the NCAA uses the JuCo Penalty to punish such students in favor of the NCAA.

46. The result is not just harm to individual student-athletes, but the creation of a “pride of place” for the NCAA, which pushes student-athletes to attend an NCAA institution if at all possible because a student athlete will lose a year of eligibility regardless and, hence, be penalized for attending a non-NCAA institution.

47. On December 23, 2024, facing increasing pressure regarding its discrimination against non-NCAA institutions, the NCAA issued a nominal blanket waiver

¹ “JuCo” is a phrase often used for “Junior College,” where the majority of athletes who transfer into NCAA institutions formerly played, but there are other non-NCAA organizations and institutions that offer college sports and these discriminatory bylaws affect them as well. Where used herein, it is as a shorthand for non-NCAA institutions.

extending the eligibility of players who had spent one or more years competing at a non-NCAA institution.²

48. The Plaintiffs, believing that they would have another year of NCAA eligibility, chose to stay in school and attempt to play football at West Virginia University.

49. In doing so, the Plaintiffs withdrew and/or forewent the National Football League (“NFL”) draft.

50. In reality, however, the NCAA kept up its JuCo Penalty and placed harsh limits on which players the waiver applies to.

51. As such, the NCAA refused to grant or acknowledge that there is no rational reason the Plaintiffs are not eligible to play football at West Virginia University this fall.

52. Moreover, the Plaintiffs have been harmed by the NCAA’s announcement of a blanket waiver, which induced their action and/or forbearance, only to learn that the NCAA does not actually intend to eliminate its JuCo penalty.

53. Finally, the NCAA’s actions have limited the Plaintiffs ability to market their names, images, and likenesses (“NIL”) by placing them in a sort of limbo where Plaintiffs were induced to forego the NFL but now cannot compete in college athletics.

THE NATIONAL COLLEGIATE ATHLETIC ASSOCIATION

54. The National Collegiate Athletic Association is a voluntary, self-governing collection of four-year colleges, universities and conferences allegedly committed to the

² NCAA Division I Board of Directors Waiver Guidance for 2025-26 Eligibility Question and Answer Document, available at https://ncaaorg.s3.amazonaws.com/committees/d1/board/2025-26D1BOD_WaiverEligibilityQA.pdf

well-being and development of student-athletes, to sound academic standards, the academic success of student-athletes, and to diversity, equity and inclusion.

55. The NCAA regulates intercollegiate sports, including establishing the rules for sports competitions and participation in sports.

56. As part and parcel of their membership in the NCAA, universities and colleges must agree to comply with the rules and regulations set forth by the NCAA as well as agree to ensure that their student-athletes are in good standing with the NCAA.

57. An institution's membership in the NCAA may be suspended, terminated, or otherwise disciplined (including loss of or reduction in rights to participate in governance processes or financial penalties) for a failure to abide by the principles stated in the NCAA's governing documents.

THE BUSINESS OF COLLEGE SPORTS

58. College sports is big business and the NCAA is the biggest player in that business.

59. In fact, the NCAA has both monopsony power over the services of college athletes and monopoly power over the performance and broadcasts of college sports in the relevant market hereto.

60. The relevant market is the nationwide market for the labor of NCAA Division I college football players. In this labor market, current and prospective college students compete for roster spots on Division I football teams. NCAA Division I member institutions compete to obtain and retain the best Division I football players by providing in-kind benefits, namely, Division I football scholarships, access to academic programs, access

to training facilities, and instruction from premier coaches. In some cases, the capped compensation includes pay in cash, through the provision of a housing and food allowance, but in all cases, the amount of in-kind and cash compensation is strictly capped by means of the conspiracy alleged herein.

61. The relevant geographic market is the United States. All Division I football teams are located in the U.S. As a uniquely American sport, the vast majority of Division I football players are from the United States. Schools that participate in the Power Five³ Market recruit athletes throughout the nation.

62. The NCAA enjoys near complete dominance of, and exercises monopsony power in, the market for athletic services in Division I football.

63. There are no viable substitutes for the NCAA as the NCAA's Division I collegiate division essentially is the relevant market for elite college football.

64. The NCAA has the power to restrain trade in the college football market in any way and at any time they wish, without any meaningful risk of diminishing their market dominance.

65. The business activities of Defendant that are the subject of this action were and are within the flow of, and substantially affected by and affect, interstate trade and commerce.

66. During the relevant periods in time, Defendant transacted business in multiple states in a continuous and uninterrupted flow of interstate commerce throughout the United States.

³ The Power Five conferences (the Atlantic Coast Conference [ACC], the Big Ten Conference, the Big Twelve Conference, the Southeastern Conference [SEC], and the Pacific Twelve Conference [PAC-12]) represent the five most influential and largest revenue earning conferences in college sports. West Virginia University is a member of the Big Twelve Conference.

67. Defendant's contracts, combinations, and relationships consist of a continuing horizontal and vertical agreement, understanding, and concert of action among the Defendant and its members, vendors, and customers, the substantial terms of which are to artificially fix, decrease, maintain, and/or restrict the amount of college athletic services in the United States, its territories and possessions.

68. Simultaneously Defendant's contracts, combinations, and relationships consist of a continuing horizontal and vertical agreement, understanding, and concert of action among the Defendant and its members, vendors, and customers, the substantial terms of which are to artificially fix, increase, maintain, and/or inflate prices paid for the performance and/or broadcast of college sports contests in the United States, its territories and possessions.

69. And/or, alternately, Defendant's contracts, combinations, and relationships consist of a continuing horizontal and vertical agreement, understanding, and concert of action among the Defendant and its members, vendors, and customers, the substantial terms of which are to artificially fix, depress, maintain, and/or stabilize prices paid for collegiate athletic services in the United States, its territories and possessions.

70. Defendant's actions blatantly restrict commerce and competition.

COUNT I
TORTIOUS INTERFERENCE — SCHOOL

71. The Plaintiffs incorporate by reference every allegation contained in this Complaint into this Count.

72. Plaintiffs have or had a contractual relationship with West Virginia University.

73. As part and parcel of that relationship, Plaintiffs are entitled, and indeed expected, to participate on the varsity football team.

74. The NCAA was aware of these relationships.

75. The NCAA has interfered with the relationships between Plaintiffs and West Virginia University and the expectancies of Plaintiffs and West Virginia University.

76. The NCAA's interference includes, but is not limited to, refusing to grant Plaintiffs a waiver when they are entitled to one, acting arbitrarily and/or capriciously with regard to Plaintiffs and their eligibility, ignoring Plaintiffs' rights, and violating the NCAA's own rules and guidelines.

77. The NCAA has a duty not to tortiously and/or needlessly interfere in Plaintiffs' relationships, and especially has a duty not to refuse to follow its own rules, regulations, bylaws, and guidelines, or to act arbitrarily and/or capriciously with regard to Plaintiffs.

78. The NCAA's interference with the relationship between West Virginia University and Plaintiffs has harmed Plaintiffs.

79. Plaintiffs are entitled to damages for the NCAA's interference.

COUNT II TORTIOUS INTERFERENCE

80. The Plaintiffs incorporate by reference every allegation contained in this Complaint into this Count.

81. Plaintiffs have (or could have) a contractual relationship with the Country Roads Trust.

82. Plaintiffs have (or could have) a contractual relationship with Gold and Blue Enterprises.

83. Plaintiffs have (or could have) a contractual relationship with other third parties for the use of their names, images, and likenesses.

84. As part and parcel of those relationships, Plaintiffs are (or would be) expected to be prominent athletes in the community and the nation as a whole.

85. The more prominent the Plaintiffs are as student-athletes, the more valuable those relationships become.

86. The NCAA knew or should have known about these relationships (and potential relationships).

87. The NCAA has interfered with the relationships between Plaintiffs and Country Roads Trust, Gold and Blue Enterprises, and third parties.

88. The NCAA has likewise interfered with the expectancies of Plaintiffs, Country Roads Trust, Gold and Blue Enterprises, and third parties.

89. The NCAA's interference includes, but is not limited to, refusing to grant Plaintiffs eligibility, acting arbitrarily and/or capriciously with regard to Plaintiffs and their eligibility, ignoring Plaintiffs' rights, and violating the NCAA's own rules and guidelines.

90. The NCAA's interference with the relationship between Country Roads Trust, Gold and Blue Enterprises, and other third parties and the Plaintiffs has harmed Plaintiffs.

91. Plaintiffs are entitled to damages for the NCAA's interference.

COUNT III
BREACH OF CONTRACT – THIRD PARTY BENEFICIARY

92. The Plaintiffs incorporates by reference every allegation contained in this Complaint into this Count.

93. “The National Collegiate Athletic Association is a member-led organization dedicated to the well-being and lifelong success of college athletes.”⁴

94. The NCAA is in essence and is formed by a collection of agreements and conventions between its members.

95. As part and parcel of the agreements that form the NCAA, member institutions must offer certain considerations such as ensuring that student-athletes are in good standing, submit documentation demonstrating compliance with academic programs, and submit financial data to the NCAA.

96. In exchange, the NCAA offers its member institutions the opportunity to play collegiate sports.

97. As such, the NCAA essentially exists as one or more agreements between its members to administer and promote college athletics.

98. Student-athletes are the purported beneficiaries of these agreements, a point made explicit by the NCAA:

- a. “With more than 1,100 member colleges and universities, the NCAA is united around *one goal*, creating opportunities for college athletes.”⁵
- b. “The National Collegiate Athletic Association is a voluntary, self-governing organization of four-year colleges, universities and

⁴ NCAA 2021 IRS Form 990, available at <https://projects.propublica.org/nonprofits/organizations/440567264/202331449349300303/full>

⁵ *Id.*

conferences committed to the well-being and development of student-athletes...”⁶ NCAA Constitution, Preamble.

- c. “The basic purpose of the Association is to support and promote healthy and safe intercollegiate athletics, including national championships, as an integral part of the education program and the student-athlete as an integral part of the student body.”⁷

99. Thus, even though student-athletes are not parties to the contracts between the NCAA and its member institutions, those agreements were made for the specific benefit of a designated class of which Plaintiff is a member.

100. The NCAA and its member institutions were competent to enter into the agreements that form the NCAA and allow its member institutions access to the college sports market as administered and controlled by the NCAA.

101. Those agreements are legal, valid, enforceable contracts.

102. Student athletes such as Plaintiffs were specifically contemplated as beneficiaries of those agreements.

103. As part of those agreements, the NCAA agreed—either implicitly or explicitly—that it would make its decisions and enforce its rules in compliance with its stated regulations and rules and do so in a non-arbitrary, non-capricious manner.

104. Any and all necessary conditions and/or precedents, dependent obligations, and/or dependent covenants have been met to enforce that portion of the agreements.

⁶ NCAA Constitution, Preamble, available at https://ncaaorg.s3.amazonaws.com/governance/ncaa/constitution/NCAAGov_Constitution121421.pdf

⁷ *Id.*

105. Defendant NCAA breached the agreements when it arbitrarily and capriciously denied Plaintiffs the ability to play collegiate sports in contravention of the NCAA's own rules and regulations.

106. Plaintiffs have standing to sue Defendant under such a breach as a third-party beneficiary to said agreements.

107. Plaintiffs are entitled to Defendant's performance under the agreements.

108. Plaintiffs have been harmed by Defendant's breaches.

109. All conditions precedent to filing this breach of contract count have been fulfilled.

COUNT IV PROMISSORY ESTOPPEL

110. The Plaintiffs incorporate by reference every allegation contained in this Complaint into this Count.

111. By promulgating rules, regulations, and guidelines the NCAA made certain promises to college student athletes.

112. By continually espousing that its main goal is a commitment to student athlete welfare, the NCAA made certain promises to college student-athletes.

113. By granting waivers from its rules and regulations, the NCAA made certain promises to college student-athletes.

114. Those promises include, but are not limited to, promises that the NCAA would apply its rules and regulations uniformly and fairly in a non-arbitrary and non-capricious manner.

115. Those promises include, but are not limited to, promises that the NCAA would not make arbitrary and capricious decisions when it comes to college student athletes' eligibility.

116. Those promises include, but are not limited to, promises that the NCAA would consider and take into special account situations where adherence to NCAA rules and regulations would harm college student athletes' welfare.

117. Those promises include, but are not limited to, promises that the NCAA would follow its own guidelines when considering whether to grant waivers from NCAA rules and regulations to college student-athletes.

118. Those promises include, but are not limited to, promises that the NCAA would genuinely consider requests for waivers from NCAA rules and regulations made by college student-athletes.

119. Those promises include, but are not limited to, promises that the NCAA would not count time played at non-NCAA institutions towards athletes' eligibility at NCAA institutions.

120. College student-athletes, including Plaintiffs, relied upon these promises.

121. The NCAA foresaw, or should have foreseen, that college student-athletes such as Plaintiffs would rely upon those promises.

122. The Plaintiffs reasonably relied upon those promises when making decisions regarding attending college.

123. One or more Plaintiffs reasonably relied upon those promises when deciding to withdraw from and/or forego the NFL draft process and return to college.

124. The Plaintiffs reasonably relied upon those promises to their detriment.

125. The Plaintiffs have been damaged by their reasonable reliance upon the NCAA's promises.

COUNT V
PER SE VIOLATION OF § 1 OF THE SHERMAN ACT, 15 U.S.C. § 1

126. The Plaintiffs incorporate by reference every allegation contained in this Complaint into this Count.

127. Defendant has a dominant position in the relevant market.

128. Defendant's contracts, combinations, and relationships consist of a continuing horizontal and vertical agreement, understanding, and concert of action among the Defendant and its members, vendors, and customers, the substantial terms of which are to artificially fix, decrease, maintain, and/or restrict the amount of college athletic services in the United States, its territories and possessions.

129. Simultaneously Defendant's contracts, combinations, and relationships consist of a continuing horizontal and vertical agreement, understanding, and concert of action among the Defendant and its members, vendors, and customers, the substantial terms of which are to artificially fix, increase, maintain, and/or inflate prices paid for the performance and/or broadcast of college sports contests in the United States, its territories and possessions.

130. And/or, alternately, Defendant's contracts, combinations, and relationships consist of a continuing horizontal and vertical agreement, understanding, and concert of action among the Defendant and its members, vendors, and customers, the substantial terms of which are to artificially fix, depress, maintain, and/or stabilize prices paid for collegiate athletic services in the United States, its territories and possessions.

131. Defendant's actions have unreasonably restrained competition in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1.

132. Said actions include, but are not limited to, limiting college students' eligibility based upon time spent at non-NCAA institutions.

133. Said actions include, but are not limited to, arbitrarily and capriciously applying Defendant's own rules and regulations.

134. Said actions include, but are not limited to, ignoring Defendant's own guidelines for eligibility and transfers between NCAA member institutions by college student-athletes.

135. The Defendant's conduct affects interstate commerce.

136. Defendant's actions have produced and, unless restrained, will continue to produce, the following anti-competitive effects, among others:

- a. Artificially restrain and depress the number of athletes that participate in college athletics;
- b. Deprive athletes such as Plaintiffs of the benefits of competition as to the amount, terms and conditions of grants-in-aid from NCAA member institutions;
- c. Artificially restrain and depress the ability of athletes to benefit and profit from their name, image, and likeness;
- d. Artificially restrain competition in the market for college sports by giving the NCAA a "pride of place" and forcing athletes to use or lose NCAA eligibility even when not attending NCAA institutions; and

- e. Artificially restrain competition in name, image, and likeness services among athletes.

137. As a direct and proximate result of Defendants' actions, Plaintiffs have been, are being, and will continue to be, injured and financially damaged.

138. The NCAA's abridgment of the economic rights of Plaintiffs and similarly situation athletes is a naked, *per se* restraint of trade.

139. Plaintiffs are entitled to recover from the NCAA treble the amount of actual damages as well as an award of reasonable attorneys' fees and costs of suit.

140. Plaintiffs are entitled to a declaratory judgment declaring as void and unenforceable any and all NCAA rules, regulations, bylaws, or decisions that prevent their playing football at West Virginia University.

141. Plaintiffs are entitled to a permanent injunction that enjoins Defendant from engaging in the ongoing violations described in this Complaint.

COUNT VI
UNREASONABLE RESTRAINT OF TRADE IN VIOLATION OF § 1 OF THE
SHERMAN ACT, 15 U.S.C. § 1

142. The Plaintiffs incorporate by reference every allegation contained in this Complaint into this Count.

143. As an alternative to Plaintiffs' Count V, if the Court determines that Defendant's conduct does not constitute, in whole or in part, a *per se* antitrust violation, Plaintiffs alternatively plead that Defendant's conduct when analyzed, in whole or in part, via the "quick look" "rule of reason" analysis or via the full "rule of reason" antitrust analysis, violates the Sherman Act.

144. The anti-competitive nature of Defendant's actions is so blatant that a detailed review of the surrounding marketplace is unnecessary. Under this analysis, as the Supreme Court has stated, "an observer with even a rudimentary understanding of economics could conclude that the arrangements in question would have an anti-competitive effect on customers and markets."

145. Applying those words to the present case shows that Defendant has violated the Sherman Act.

146. Alternatively, applying a full analysis of the present case shows that Defendant has violated the Sherman Act.

147. At all relevant times and continuing through the resolution of this case, the NCAA has engaged and continues to engage in contracts, combinations and conspiracies that limit the ability of college student-athletes to transfer to and between NCAA member institutions and otherwise unreasonably restrain competition in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1.

148. The Defendant's conduct affects interstate commerce.

149. These actions organized through the NCAA, which possesses a dominant position in the relevant market, have produced and, unless restrained, will continue to produce, the following anti-competitive effects among others:

- a. Artificially restrain and depress the number of athletes that participate in college athletics;
- b. Deprive athletes such as Plaintiffs of the benefits of competition as to the amount, terms and conditions of grants-in-aid from NCAA member institutions;

- c. Artificially restrain and depress the ability of athletes to benefit and profit from their name, image, and likeness;
- d. Artificially restrain competition in the market for college sports by giving the NCAA a “pride of place” and forcing athletes to use or lose NCAA eligibility even when not attending NCAA institutions; and
- e. Artificially restrain competition in name, image, and likeness services among athletes.

150. The NCAA’s abridgment of Plaintiffs’ economic rights is a restraint of trade, and is not connected to any legitimate non-commercial goals.

151. The anti-competitive effects of Defendant’s scheme substantially outweighs any alleged pro-competitive effects or justifications that may be offered by Defendant, including that their conduct is shielded by their self-crafted concept of “amateurism.”

152. Reasonable and less restrictive alternatives are available to Defendants’ current anti-competitive practices.

153. Reasonable, consistent and unbiased application of their own rules, regulations, policies and procedures allows for a reasonable and less restrictive alternative to Defendants’ current anti-competitive practices.

154. Plaintiffs are entitled to recover from the NCAA treble the amount of actual damages as well as an award of reasonable attorneys’ fees and costs of suit.

155. Plaintiffs are entitled to a declaratory judgment declaring as void and unenforceable any and all NCAA rules, regulations, bylaws, or decisions that prevent their playing football at West Virginia University.

156. Plaintiffs are entitled to a permanent injunction that enjoins Defendant from engaging in the ongoing violations described in this Complaint.

COUNT VII
DENIAL OF ACCESS TO AN ESSENTIAL FACILITY VIOLATION OF THE SHERMAN
ACT, 15 U.S.C. § 2

157. The Plaintiffs incorporate by reference every allegation contained in this Complaint into this Count.

158. Defendant has a dominant position in the relevant market.

159. Defendant's conduct violates Section 2 of the Sherman Act, which prohibits the "monopoliz[ation of] any part of the trade or commerce among the several States, or with foreign nations". 15 U.S.C. § 2.

160. Defendant enjoys near complete dominance of, and exercises monopsony power in, the market for athletic services college football.

161. By controlling its members and college student-athletes, the Defendant enjoys complete dominance of, and exercises monopoly power in, the market for Division I football performances and broadcasts, including and especially conference championship and bowl games.

162. Defendant controls its members' ability to allow college student-athletes to play in college sports competitions.

163. Defendant controls college sports eligibility, which is essential to effective competition for athletic services in Division I football as well for broadcasting and otherwise marketing and commercializing performances of Division I football.

164. There is no way to reasonably or practically duplicate the NCAA and its ecosystem surrounding college sports.

165. It is feasible for Defendant to allow Plaintiffs to participate in college sports at West Virginia University, and it would not interfere with or significantly inhibit Defendant's ability to conduct its business.

166. Defendant's denial of Plaintiffs' access to college sports has no legitimate purpose and serves only to assist Defendant in maintaining its monopoly position and enhance its position in the market.

167. Through its control of college sports, Defendant maintains both monopsony power and monopoly power in college sports.

168. Defendant's conduct affects interstate commerce.

169. Defendant's control of college sports has produced and, unless restrained, will continue to produce, the following anti-competitive effects among others:

- a. Artificially restrain and depress the number of athletes that participate in college athletics;
- b. Deprive athletes such as Plaintiffs of the benefits of competition as to the amount, terms and conditions of grants-in-aid from NCAA member institutions;
- c. Artificially restrain and depress the ability of athletes to enhance, benefit and profit from their name, image, and likeness;
- d. Artificially restrain competition in the market for college sports by giving the NCAA a "pride of place" and forcing athletes to use or lose NCAA eligibility even when not attending NCAA institutions; and
- e. Artificially restrain competition in name, image, and likeness services among athletes.

170. The NCAA's abridgment of Plaintiffs' economic rights is a restraint of trade, and is not connected to any legitimate non-commercial goals.

171. The anti-competitive effects of Defendants' scheme substantially outweighs any alleged pro-competitive effects or justifications that may be offered by Defendant, including that their conduct is shielded by their self-crafted concept of "amateurism."

172. Reasonable and less restrictive alternatives are available to Defendant's current anti-competitive practices.

173. Plaintiffs are entitled to recover from the NCAA treble the amount of actual damages as well as an award of reasonable attorneys' fees and costs of suit.

174. Plaintiffs are entitled to a declaratory judgment declaring as void and unenforceable any and all NCAA rules, regulations, bylaws, or decisions that prevent their playing football at West Virginia University.

175. Plaintiffs are entitled to a permanent injunction that enjoins Defendant from engaging in the ongoing violations described in this Complaint.

COUNT VIII
CONTRACT AND COMBINATION IN RESTRAINT OF TRADE

176. The Plaintiffs incorporate by reference every allegation contained in this Complaint into this Count.

177. Defendant is a collection of four-year colleges, universities and conferences.

178. Defendant is in essence and is formed by a collection of agreements and conventions between its members.

179. Defendant has a dominant position in the relevant market.

180. Defendant's contracts, combinations, and relationships consist of a continuing horizontal and vertical agreement, understanding, and concert of action among the Defendant and its members, vendors, and customers, the substantial terms of which are to artificially fix, decrease, maintain, and/or restrict the amount of college athletic services in the United States, its territories and possessions, including West Virginia.

181. Simultaneously Defendant's contracts, combinations, and relationships consist of a continuing horizontal and vertical agreement, understanding, and concert of action among the Defendant and its members, vendors, and customers, the substantial terms of which are to artificially fix, increase, maintain, and/or inflate prices paid for the performance and/or broadcast of college sports contests in the United States, its territories and possessions, including West Virginia.

182. And/or, alternately, Defendant's contracts, combinations, and relationships consist of a continuing horizontal and vertical agreement, understanding, and concert of action among the Defendant and its members, vendors, and customers, the substantial terms of which are to artificially fix, depress, maintain, and/or stabilize prices paid for collegiate athletic services in the United States, its territories and possessions, including West Virginia.

183. Defendant had an intent to destroy competition in the relevant market.

184. Defendant's conduct was predatory and/or anticompetitive and was directed towards accomplishing an unlawful purpose.

185. There was a dangerous probability of Defendant's success.

186. Defendant's actions have unreasonably restrained competition in violation of West Virginia Code § 47-18-3.

187. Said actions include, but are not limited to, preventing college student-athletes from playing sports and/or transferring to or between NCAA member institutions as well as between NCAA and non-NCAA institutions.

188. Said actions include, but are not limited to, arbitrarily and capriciously applying Defendant's own rules and regulations.

189. Said actions include, but are not limited to, ignoring Defendant's own guidelines for eligibility of student athletes and/or transfers between NCAA member institutions by college student-athletes.

190. Defendant's actions have produced and, unless restrained, will continue to produce, the following anti-competitive effects, among others:

- a. Artificially restrain and depress the number of athletes that participate in college athletics;
- b. Deprive athletes such as Plaintiffs of the benefits of competition as to the amount, terms and conditions of grants-in-aid from NCAA member institutions;
- c. Artificially restrain and depress the ability of athletes to benefit and profit from their name, image, and likeness;
- d. Artificially restrain competition in the market for college sports by giving the NCAA a "pride of place" and forcing athletes to use or lose NCAA eligibility even when not attending NCAA institutions; and
- e. Artificially restrain competition in name, image, and likeness services among athletes.

191. As a direct and proximate result of Defendants' actions, Plaintiffs have been, are being, and will continue to be, injured and financially damaged.

192. The NCAA's abridgment of the economic rights of Plaintiffs and similarly situation athletes is a restraint of trade.

193. Plaintiffs are entitled to a declaratory judgment declaring as void and unenforceable any and all NCAA rules, regulations, bylaws, or decisions that prevent their playing football at West Virginia University.

194. Plaintiffs are entitled to a permanent injunction that enjoins Defendant from engaging in the ongoing violations described in this Complaint.

COUNT IX
ESTABLISHMENT OF A MONOPOLY IN VIOLATION OF WEST VIRGINIA LAW

195. The Plaintiffs incorporate by reference every allegation contained in this Complaint into this Count.

196. Defendant is a collection of four-year colleges, universities and conferences.

197. Defendant is in essence and is formed by a collection of agreements and conventions between its members.

198. Defendant has a dominant position in the relevant market.

199. Defendant's contracts, combinations, and relationships consist of a continuing horizontal and vertical agreement, understanding, and concert of action among the Defendant and its members, vendors, and customers, the substantial terms of which are to artificially fix, decrease, maintain, and/or restrict the amount of college athletic services in the United States, its territories and possessions, including West Virginia.

200. Simultaneously Defendant's contracts, combinations, and relationships consist of a continuing horizontal and vertical agreement, understanding, and concert of action among the Defendant and its members, vendors, and customers, the substantial terms of which are to artificially fix, increase, maintain, and/or inflate prices paid for the performance and/or broadcast of college sports contests in the United States, its territories and possessions, including West Virginia.

201. And/or, alternately, Defendant's contracts, combinations, and relationships consist of a continuing horizontal and vertical agreement, understanding, and concert of action among the Defendant and its members, vendors, and customers, the substantial terms of which are to artificially fix, depress, maintain, and/or stabilize prices paid for collegiate athletic services in the United States, its territories and possessions, including West Virginia.

202. Defendant has an intent to destroy or otherwise severely limit competition in the relevant market.

203. Defendant's conduct is predatory and/or anticompetitive and is directed towards accomplishing an unlawful purpose.

204. There is a dangerous probability of Defendant's success.

205. Defendant's conduct constitutes the establishment, maintenance, or use of a monopoly or, in the alternative, an attempt to establish a monopoly of trade or commerce, at least a part of which is within West Virginia.

206. Defendant's purpose in such conduct was and is excluding competition or controlling, fixing or maintaining prices and is unlawful.

207. Defendant's actions have unreasonably restrained competition in violation of West Virginia Code § 47-18-4.

208. Said actions include, but are not limited to, preventing college student-athletes from playing at and/or transferring between NCAA member institutions as well as transferring between NCAA and non-NCAA institutions.

209. Said actions include, but are not limited to, arbitrarily and capriciously applying Defendant's own rules and regulations.

210. Said actions include, but are not limited to, ignoring Defendant's own guidelines for eligibility and/or transfers between NCAA member institutions by college student-athletes.

211. Defendant's actions have produced and, unless restrained, will continue to produce, the following anti-competitive effects, among others:

- a. Artificially restrain and depress the number of athletes that participate in college athletics;
- b. Deprive athletes such as Plaintiffs of the benefits of competition as to the amount, terms and conditions of grants-in-aid from NCAA member institutions;
- c. Artificially restrain and depress the ability of athletes to benefit and profit from their name, image, and likeness;
- d. Artificially restrain competition in the market for college sports by giving the NCAA a "pride of place" and forcing athletes to use or lose NCAA eligibility even when not attending NCAA institutions; and

- e. Artificially restrain competition in name, image, and likeness services among athletes.

212. As a direct and proximate result of Defendants' actions, Plaintiffs have been, are being, and will continue to be, injured and financially damaged.

213. The NCAA's abridgment of the economic rights of Plaintiffs and similarly situation athletes is a restraint of trade.

214. Plaintiffs are entitled to a declaratory judgment declaring as void and unenforceable any and all NCAA rules, regulations, bylaws, or decisions that prevent their playing football at West Virginia University.

215. Plaintiffs are entitled to a permanent injunction that enjoins Defendant from engaging in the ongoing violations described in this Complaint.

COUNT X NEGLIGENCE

216. The Plaintiffs incorporate by reference every allegation contained in this Complaint into this Count.

217. The NCAA supplies information for the guidance of student athletes such as Plaintiffs in their college and athletic careers.

218. The NCAA has a duty to accurately communicate information to student athletes such as Plaintiffs regarding the implementation of its rules, its guidance to student-athletes, and the like.

219. The NCAA breached this duty of care.

220. The NCAA's breaches include, but are not limited to, announcing a waiver for eligibility regarding non-NCAA competition in such a way as to induce Plaintiffs to believe that they would have another year of NCAA eligibility.

221. The NCAA's breaches include, but are not limited to, unclear guidance regarding Plaintiffs' eligibility to play college sports.

222. The NCAA's breaches caused Plaintiffs harm.

223. The Plaintiffs were damaged by the NCAA's breaches of its duty to use reasonable care.

COUNT XI DECLARATORY JUDGMENT

224. The Plaintiffs incorporates by reference every allegation contained in this Complaint into this Count.

225. Pursuant to 28 U.S.C. § 2201 this Court has the power to "...declare the rights and other legal relations of any interested party seeking such declaration, whether or not further relief is or could be sought."

226. For the reasons stated above, Plaintiffs ask this Court to judge, hold, and declare that they have an economic right to market and license their name image and likeness.

227. For the reasons stated above, Plaintiffs ask this Court to judge, hold, and declare that they have a right to attend West Virginia University.

228. For the reasons stated above, Plaintiffs ask this Court to judge, hold, and declare that they have a right to play on the varsity football team at West Virginia University.

229. For the reasons stated above, Plaintiffs ask this Court to judge, hold, and declare that they are eligible to compete in NCAA-sanctioned sporting events.

230. For the reasons stated above, Plaintiffs ask this Court to judge, hold, and declare that they have a right to be treated fairly by the NCAA.

231. For the reasons stated above, Plaintiffs ask this Court to judge, hold, and declare that they have a right to rational, fair, and equitable decisions by the NCAA when applying its rules, regulations, bylaws, and guidelines to him.

COUNT XII
RESTRAINING ORDER AND INJUNCTIVE RELIEF

232. The Plaintiffs incorporate by reference every allegation contained in this Complaint into this Count.

233. The harms Plaintiffs face is irreparable.

234. The time within which college athletes may compete is limited and no amount of monetary damages can mitigate or undo the harm that comes from being improperly withheld from college athletic contests.

235. Moreover, by substantially shrinking their collegiate playing exposure, Defendant is also irreparably harming Plaintiffs' chances at playing professionally.

236. By unfairly, arbitrarily, and improperly applying its eligibility rules, Defendant is also irreparably harming Plaintiffs' chances at playing professionally.

237. For these reasons Plaintiffs also seek an injunction from this Court enjoining the NCAA from enforcing its rules, regulations, and/or bylaws that prevent Plaintiffs from immediately playing football for West Virginia University.

WHEREFORE, Plaintiffs demand the following:

- a. Order from this Court enjoining the NCAA from enforcing its rules, regulations, and/or bylaws that prevent Plaintiffs from immediately playing football for West Virginia University;
- b. All damages due to Plaintiffs from Defendant's conduct;
- c. Treble damages pursuant to 15 U.S.C. § 15;
- d. For Plaintiffs' attorneys' fees, costs and expenses;
- E. For such other relief that the Court may deem just and equitable.

PLAINTIFFS, BY COUNSEL,

August 1, 2025

/s/ John Gianola

James A. Gianola, Esq. (W. Va. Bar #1378)
John F. Gianola, Esq. (W. Va. Bar #10879)
Andrew Holbrook (W. Va. Bar #12663)
Lewis Gianola PLLC
1714 Mileground
Morgantown, WV 26505
(304) 291-6300

CIVIL COVER SHEET

1:25-cv-00075 Received: 08/01/2025

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

JIMORI ROBINSON, JEFFREY WEIMER, TYE EDWARDS, and JUSTIN HARRINGTON

(b) County of Residence of First Listed Plaintiff Monongalia Co., WV
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

John F. Gianola
Lewis Gianola PLLC, 300 Summers St., Suite 700,
Charleston, WV 25301

DEFENDANTS

National Collegiate Athletic Association

County of Residence of First Listed Defendant Marion Co., IN
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Philip Bartz
Bryan Cave Leighton Paisner LLP, 1155 F Street NW, Suite 700, Washington, DC 20004

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input checked="" type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Sherman Act, 15 USC 1

Brief description of cause:
Antitrust, breach of contract, and tort action

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____ DOCKET NUMBER _____

DATE 8/1/2025 SIGNATURE OF ATTORNEY OF RECORD

/s John F. Gianola

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
 - (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related cases, if any. If there are related cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.