



IN THE CIRCUIT COURT OF TUSCALOOSA COUNTY, ALABAMA

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| BEDIAKO CHARLES, |) |
| Plaintiff, |) |
| |) |
| V. |) Case No.: CV-2026-900089.00 |
| |) |
| NATIONAL COLLEGIATE ATHLETIC |) |
| ASSOCIATION, INC., |) |
| Defendant. |) |

ORDER DENYING MOTION FOR INJUNCTIVE RELIEF

On January 20, 2026, the Plaintiff initiated this action by filing a Verified Complaint. That same day, he also filed a Motion for Temporary Restraining Order and/or Preliminary Injunction. The Court entered the Temporary Restraining Order ("TRO") on January 21, 2026. In compliance with the applicable rules of civil procedure and well established case law, the Court entered the TRO before being afforded the opportunity to hear from the Defendant. Thus, as is the case with almost every TRO, the Court did not have the opportunity to examine and consider the voluminous pleadings and submissions that have been filed since the Court entered its Order on January 21, 2026.

The Court extended the TRO by the agreement of the Parties because defense counsel encountered significant unforeseen travel issues related to a generational winter storm. But for defense counsel's unforeseen travel issues, this matter would have been addressed well before the date of this Order. The TRO expires on February 10, 2026. See Rule 65(b), Alabama Rules of Civil Procedure & *Case v. Alabama State Bar*, 939 So. 2d 881, 883 (Ala. 2006).

On February 6, 2026, this case came before the Court for a hearing on the Plaintiff's Motion for Preliminary Injunction. Counsel for the Parties appeared on behalf of their clients. The Court conducted the hearing on the record. For reasons set forth below, the Motion is due to be denied.

It is well established that "[a] preliminary injunction should be issued only when the party seeking an injunction demonstrates:

(1) that without the injunction the party would suffer irreparable injury; (2) that the party has no adequate remedy at law; (3) that the party has at least a reasonable chance of success on the ultimate merits of his case; and (4) that the hardship imposed on the party opposing the preliminary injunction by the injunction would not unreasonably outweigh the benefit accruing to the party seeking the injunction." *Ormco Corp. v. Johns*, 869 So. 2d 1109, 1113 (Ala. 2003)

(internal citations and quotations omitted). As to the third element, the Plaintiff need not establish with absolute certainty that he will prevail on the merits; he simply must demonstrate that he has a reasonable chance of success. See *Board of Dental Examiners of Alabama v. Franks*, 507 So. 2d 517, 520 (Ala. Civ. App. 1986).

Those elements will be addressed in turn below.

I. Irreparable Harm

The Plaintiff has failed to establish that he would suffer irreparable harm absent the issuance of the injunction. In his pleadings and at the hearing, the Plaintiff offered two general examples of the harm he fears he would suffer unless the Court issued the injunction: that he would miss out on financial opportunities enjoyed by collegiate athletes and that he would be deprived of what could be colloquially described as the "college experience." Neither example demonstrates that the Plaintiff would be irreparably harmed without receiving injunctive relief.

Primarily, the Plaintiff asserted that, without the Court issuing the injunction, he would not be able to enjoy the financial benefits related to revenue sharing opportunities afforded collegiate athletes. That argument is without merit. Any lost income is reasonably quantifiable and thus not irreparable. (See Black's Law Dictionary's defining irreparable as "an injury that cannot be adequately measured or compensated by money...".) Further, the Plaintiff's playing professional basketball in the G League as recently as last month indicates that the case is not about whether Plaintiff can be paid to play basketball, but for whom.

The Plaintiff also asserted that he would suffer irreparable harm by missing out on the "college experience." There is no proof in the record that, but for an athletic scholarship, the Plaintiff cannot afford to attend college. If the Plaintiff wishes to pursue a degree, he is free to do so. The Court has been presented no evidence demonstrating that the Plaintiff would be prevented from attending the University of Alabama unless the Court issued the injunction. The Plaintiff has failed to establish that he would suffer irreparable harm absent the issuance of the injunction.

II. No Adequate Remedy at Law

The Plaintiff failed to establish that he has no adequate remedy at law without the issuance of the injunction. The Court heard no persuasive arguments as to why the Plaintiff would be prevented from calculating and obtaining a monetary judgment if he prevails at trial. The Plaintiff's arguments in the Verified Complaint, the Motion seeking injunctive relief, and at the hearing all involve the types of injuries that forensic accountants routinely testify about as they offer quantified amounts of monetary damages at trial. The Plaintiff has adequate remedies at law.

III. Reasonable Chance of Success on the Merits

The Plaintiff asserts two claims in his Verified Complaint — violation of Alabama's antitrust laws and tortious interference. He has failed to demonstrate that he has at least a reasonable chance of success on the ultimate merits of those claims.

A. Antitrust

As a threshold matter, the Defendant buttressed his arguments on this issue with unchallenged case law suggesting that Alabama's antitrust law does not apply to this action. The Alabama Supreme Court has explained that Alabama's antitrust laws only apply to alleged anticompetitive conduct that takes place within Alabama's borders. *Abbott Labs v. Durrett*, 746 So. 2d 316, 338–39 (Ala. 1999) (explaining that the Alabama antitrust laws address “monopolistic activities that occur ‘within this state’ -- within the geographic boundaries of this state -- even if such activities fall within the scope of the Commerce Clause of the Constitution of the United States.” Our Supreme Court noted that Alabama's antitrust laws can reach “interstate commerce” in the constitutional sense, but only where the anticompetitive conduct that has an effect on interstate commerce takes place within Alabama. *Id.*

At this stage of the proceedings, there does not appear to be any dispute that the alleged anticompetitive conduct at issue — the Defendant's denial of the University of Alabama's application for a waiver of eligibility on the Plaintiff's behalf — occurred in Indiana. If that fact is established at trial, the Plaintiff would have great difficulty demonstrating that Alabama antitrust law extends to the Defendant's eligibility determination with respect to the Plaintiff. Moreover, even if Alabama's antitrust law applied, the Plaintiff has not put forth any economic evidence or argument in support of his claims.

The Defendant has recently been subject to many antitrust claims that challenge certain of its eligibility rules. In these cases, only two federal appellate courts have reviewed grants of preliminary injunctions on their merits. Each has held that this evidence is indispensable. See *Fourqurean v. NCAA*, 143 F. 4th 859, 870 (7th Cir. 2025) (criticizing plaintiff's exclusive reliance on *Alston* to establish the relevant market); *Elad v. NCAA*, 160 F. 4th 407, 416 (“The NCAA next contends that the District Court's rule-of-reason analysis fails at its inception because the District Court did not adequately define the relevant market; and, to the extent the District Court intended to adopt Elad's expert's definition of the market, it further erred because that expert submitted no economic evidence to support his conclusions. We agree.”). Therefore, even if Alabama's antitrust law applied, the Plaintiff has not satisfied his burden to put on evidence to demonstrate a reasonable chance of success on the merits of this claim.

B. Tortious Interference

The essential elements of a tortious interference claim under Alabama law are as follows: "(1) the existence of a protectible business relationship; (2) of which the defendant knew; (3) to which the defendant was a stranger; (4) with which the defendant intentionally interfered; and (5) damage." *Flickinger v. King*, 385 So. 3d 504, 515 (Ala. 2023) (quoting *White Sands Grp., LLC v. PRS II, LLC*, 32 So. 3d 5, 14 (Ala. 2009)). Additionally, a defendant may assert reasonable justification as an affirmative defense. See *ex parte BTC Wholesale Distrib., Inc.*, 400 So. 3d 561, 570–71 (Ala. 2023).

The Plaintiff cannot demonstrate a reasonable chance of success on the merits of his tortious interference claim for multiple reasons. First, the Defendant is not a stranger to the contract between the University of Alabama and the Plaintiff. A party with "control" over a contractual relationship is not a stranger to the contract under Alabama law. *Walter Energy, Inc. v. Audley Cap. Advisors LLP*, 176 So. 3d 821, 828 (Ala. 2015) (modifications in original) (quoting *Waddell & Reed, Inc. v. United Investors Life Ins. Co.*, 875 So. 2d 1143 (Ala. 2003)). To obtain the benefits promised to him for participation in NCAA basketball, the Plaintiff must be eligible to participate in NCAA basketball. Eligibility to participate in the NCAA is controlled by the Defendant's application of the eligibility rules legislated by the NCAA membership. The Defendant thus cannot be a stranger to the contract at issue.

Second, the Defendant acted with adequate justification in enforcing the rules promulgated by its membership. The rules do not permit a student-athlete to participate in collegiate basketball, leave for the NBA, and return to the collegiate arena. All the evidence in the record indicates that the Defendant has consistently applied this specific rule, and, that as it relates to the Plaintiff, the Defendant has applied the rule as written. Further, the Plaintiff's counsel freely admitted that the rule preventing an athlete from leaving college, playing professionally, and returning to collegiate athletics has never been excepted by the Defendant. The Plaintiff failed to point to any evidence that the Defendant has inconsistently applied the rule at issue.

Third, the Plaintiff cannot show that he has a reasonable chance to establish damages because it cannot be said that he reasonably expected to benefit from his contract with the University of Alabama at the time he entered into the contract. It is not disputed that NCAA Bylaws render the Plaintiff ineligible to play collegiate basketball. In consideration of the University of Alabama's determination that the Plaintiff was not eligible to compete, and the fact no other former collegiate athlete has been reinstated in the circumstances faced by the Plaintiff, the Plaintiff could not have had a reasonable expectation that he would benefit from his contract with the University of Alabama.

As noted above, the Plaintiff is not required to demonstrate that he is certain to prevail on the merits, but he must still show that he has a reasonable chance of prevailing. The Plaintiff may ultimately prevail at trial but, at this stage of the litigation, the Plaintiff simply cannot make the necessary showing. For the foregoing reasons, Plaintiff cannot demonstrate a reasonable chance of success on the merits of his claims. Injunctive relief therefore cannot issue.

IV. Balance of Hardship

The Plaintiff has failed to demonstrate that the Defendant will not suffer significant hardship if the injunction issues. In his Motion, the Plaintiff argued that "[i]f this Court enters the requested preliminary injunction, the NCAA will suffer precisely zero hardship. It will continue to engage in business as usual without any impact on its operations." The Plaintiff's own arguments suggest that the opposite is true.

In his Motion for Expedited Discovery, the Plaintiff put forth the Defendant's previous assertion that "[t]he stakes of this case are high and extend not just to Plaintiff but also implicate a core line of demarcation between professional and collegiate athletics: whether, once a student-athlete decides to leave collegiate sports, go pro, and sign a professional contract, he is permanently ineligible to participate in collegiate sports." At the hearing, Plaintiff's counsel noted that the Defendant has not crossed that line of demarcation and the Court heard no arguments that any court - in any jurisdiction - had enjoined the Defendant from enforcing the relevant rule. The Court did, however, hear a considerable number of arguments related to courts in other jurisdictions enjoining the Defendant in slightly different circumstances as are involved here and the Defendant subsequently readdressing rules to comply with the previously entered injunctions. Thus, argued the Plaintiff, those situations evidenced the Defendant's allegedly arbitrary and capricious enforcement of its rules and bylaws. Based on the Plaintiff's arguments, the Court believes it likely - if not inevitable - that the Court's issuing of the injunction here would be used by other plaintiffs before other courts as evidence of the Defendant's arbitrary and capricious enforcement of its rules. Thus, the Defendant would suffer at least some hardship if the Court granted the Plaintiff's Motion.

As noted above the Plaintiff failed to meet the first three elements required in order for the Court to issue the preliminary injunction. See *Ormco Corp. v. Johns*, *supra*. Thus, it is not necessary for the Court to determine whether the hardship imposed by the injunction on the Defendant would unreasonably outweigh the benefit enjoyed by the Plaintiff. Nonetheless, it cannot be said that the Defendant would "suffer precisely zero hardship" if the injunction were issued.

The Plaintiff has failed to demonstrate that he is entitled to the injunctive relief that he seeks. Therefore, the Plaintiff's Motion is denied. Likewise, the Order entered on January 21, 2026, is set aside.

DONE this 9th day of February, 2026.

/s/ DANIEL F PRUET
CIRCUIT JUDGE

