

Jason F. Lather
Nevada Bar No. 12607
LATHER LAW
4484 S. Pecos Rd., Suite 171
Las Vegas, NV 89121
Ph: (702) 979-3500
Fax: (702) 935-0071
jason@latherlaw.com

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

LA'VARIO WILEY,
Plaintiff,

v.

NATIONAL COLLEGIATE ATHLETIC
ASSOCIATION,
Defendant.

Case No.:
Dept.:

COMPLAINT

COMES NOW Plaintiff LA'VARIO WILEY, by and through his attorney of record, Jason Lather, Esq., of Lather Law, and brings the following Complaint against the Defendant:

I. INTRODUCTION

1. This action challenges the National Collegiate Athletic Association's ("NCAA") eligibility restrictions that prevent Plaintiff La'Vario Wiley (hereinafter "Wiley") from competing in the 2026 season of Division I football.
2. Mr. Wiley has competed in only four seasons of collegiate football. Nevertheless, because his eligibility clock continued to run during

seasons in which he did not compete, the NCAA has determined that his eligibility has expired.

3. Mr. Wiley seeks to compete during the 2026 football season. He has exhausted the NCAA's administrative process, and the NCAA has repeatedly denied his request for an extension of eligibility.

4. The NCAA's eligibility restrictions exclude Wiley from the market for Division I football services and deprive him of roster positions and professional advancement.

5. The NCAA's restrictions are agreements among competing member institutions that restrain competition in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1. By preventing otherwise qualified athletes, including Mr. Wiley, from offering their athletic services, the NCAA and its members suppress competition in the Division I football labor market.

6. The NCAA's application of these restrictions to Mr. Wiley is arbitrary because two years counted against his eligibility even though he did not compete during either year, including one season lost because of the COVID-19 pandemic.

7. Unless the Court intervenes immediately, Mr. Wiley will lose the 2026 football season. That season cannot be recreated after final judgment, and the loss of compensation and professional opportunities cannot be remedied by money damages alone.

8. Mr. Wiley seeks declaratory and injunctive relief prohibiting the NCAA from enforcing against him its eligibility restrictions and Rule of

1 Restitution, so that he and any NCAA member institution may proceed
2 without fear of later punishment.

3 **II. JURISDICTION AND VENUE**

4 9. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331
5 and 1337 because this action arises under Section 1 of the Sherman Act,
6 15 U.S.C. § 1.

7 10. This Court has authority to grant declaratory and injunctive relief
8 pursuant to 28 U.S.C. §§ 2201 and 2202 and Rule 65 of the Federal Rules
9 of Civil Procedure.

10 11. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because a
11 substantial part of the events or omissions giving rise to Plaintiff's claims
12 occurred in this District.

13 **III. PARTIES**

14 12. Plaintiff Wiley is an individual and student athlete who most recently
15 competed for the University of Nevada, Las Vegas ("UNLV"). At all relevant
16 times, Plaintiff has been subject to the rules and eligibility requirements
17 of Defendant NCAA.

18 13. Defendant NCAA is an unincorporated association comprised of member
19 colleges and universities throughout the United States. The NCAA
20 establishes, administers, and enforces rules governing Division I
21 intercollegiate athletics, including the eligibility rules challenged in this
22 action.

14. At all relevant times, the NCAA acted through its officers and member institutions in adopting and administering the eligibility rules at issue in this action.

IV. STATEMENT OF FACTS

15. The NCAA and its Division I member institutions establish and enforce rules governing the eligibility of student-athletes to compete in Division I intercollegiate sports.

16. At the time the NCAA adjudicated Plaintiff's request for an additional year, NCAA Bylaw 12.6.1 required student-athletes to complete their seasons of participation within five calendar years beginning with their initial full-time enrollment at a collegiate institution.

17. The five-year eligibility period begins upon a student-athlete's initial full-time enrollment, including enrollment at a junior college, and continues to run regardless of whether the student-athlete competes.

18. NCAA regulations permit member institutions to seek an extension of the five-year eligibility period when a student-athlete is denied participation opportunities due to circumstances beyond the control of the student-athlete or the institution.

19. On December 23, 2024, the NCAA Division I Board of Directors approved a waiver permitting certain former non-NCAA student-athletes to compete during the 2025-26 academic year if they otherwise satisfied all applicable NCAA eligibility requirements, including the five-year eligibility period.

1 20. On June 23, 2026, the NCAA adopted a new age-based eligibility model
2 governing Division I athletics. Under the NCAA's transition provisions,
3 however, student-athletes who had already exhausted four seasons of
4 competition under the prior eligibility framework were not eligible to
5 receive an additional season of competition under the new model.

6 21. Plaintiff La'Vario Wiley is a 24-year-old Division I football student-athlete
7 who first enrolled as a full-time student at Cerritos College, a junior
8 college ("JUCO"), during the Fall 2019 semester.

9 22. Plaintiff did not compete during the 2019 football season after utilizing a
10 redshirt season.

11 23. Plaintiff remained enrolled at Cerritos College during the 2020 football
12 season, did not compete, and received the NCAA's COVID-19 season-of-
13 competition relief.

14 24. Plaintiff competed for Cerritos College during the 2021 football season
15 before transferring to Central Michigan University, where he competed
16 during the 2022 and 2023 football seasons.

17 25. Plaintiff subsequently transferred to the University of Nevada, Las Vegas
18 ("UNLV"), where he competed during the 2024 football season.

19 26. Plaintiff has participated in four seasons of intercollegiate football
20 competition: one season at Cerritos College, two seasons at Central
21 Michigan University, and one season at UNLV.

1 27. Following the 2024 football season, and before the 2025-26 academic year,
2 UNLV submitted a request seeking an extension of Plaintiff's five-year
3 eligibility period pursuant to NCAA Bylaw 12.6.1.7.

4 28. The NCAA denied the request and subsequently denied Plaintiff's appeal,
5 concluding that Plaintiff's five-year eligibility period had expired and that
6 he did not qualify for an extension.

7 29. As a result of the NCAA's decision, Plaintiff has been declared ineligible to
8 compete during the 2026 football season.

9 30. The NCAA's denial of Plaintiff's appeal constitutes its final eligibility
10 determination regarding Plaintiff's request for an additional year of
11 eligibility.

12 31. Absent relief from this Court, Plaintiff will lose the opportunity to compete
13 during the 2026 football season. That lost season of competition cannot
14 be restored after the season concludes.

15 32. Plaintiff has received informal offers to enroll and compete in several
16 different NCAA Division I institutions, but those offers are contingent on
17 Plaintiff's eligibility to compete.

18 33. Plaintiff also faces the loss of name, image, and likeness ("NIL")
19 compensation opportunities, athletic development, recruiting
20 opportunities, and other competitive benefits that cannot be adequately
21 compensated through an award of money damages.

22 ///

**V. CAUSE OF ACTION – VIOLATION OF SECTION 1 OF THE SHERMAN
ACT (15 U.S.C. § 1)**

34. Plaintiff repeats and realleges all accusations contained in paragraphs 1-33.

35. At all relevant times, Defendant NCAA and its member institutions entered into and enforced agreements governing the eligibility of Division I student athletes.

36. Those agreements constitute concerted action within the meaning of Section 1 of the Sherman Act, 15 U.S.C. § 1.

37. The challenged eligibility rules, including the five-year eligibility limitation and the NCAA's current eligibility framework as applied to Plaintiff, restrain competition in the market for the services of Division I football student-athletes.

38. As applied to Plaintiff, the challenged eligibility restraints prevent Plaintiff from competing for roster positions, NIL compensation, and other economic opportunities available to Division I football student-athletes.

39. The challenged restraints have anticompetitive effects because they exclude otherwise qualified student-athletes from the Division I football labor market without producing procompetitive benefits that cannot be achieved through substantially less restrictive alternatives.

40. Less restrictive alternatives exist that would permit the NCAA to achieve any legitimate objectives without excluding Plaintiff from Division I competition.

41. As a direct and proximate result of Defendant's conduct, Plaintiff has suffered and will continue to suffer irreparable injury, including the loss of athletic opportunities, NIL opportunities, recruiting experience, and other injuries that cannot be adequately remedied through money damages alone.

42. Unless enjoined by this Court, Defendant will continue enforcing the challenged eligibility restraints against Plaintiff.

43. Plaintiff is therefore entitled to declaratory and injunctive relief pursuant to Section 16 of the Clayton Act, 15 U.S.C. § 26, together with such other relief as the Court deems just and proper.

VI. PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that the Court enter judgment in his favor and against Defendant, and grant the following relief:

1. Declare that Defendant's challenged eligibility restraints, as applied to Plaintiff, violate Section 1 of the Sherman Act, 15 U.S.C. § 1;
2. Preliminarily and permanently enjoin Defendant from enforcing the challenged eligibility restraints against Plaintiff, and require Defendant to restore Plaintiff's eligibility to compete in Division I football during the 2026 football season;
3. Preliminarily and permanently enjoin Defendant from imposing or initiating penalties against any member institution for complying with the injunction through its Rule of Restitution;

///

- 1 4. For attorneys' fees and costs; and
- 2 5. For such other and further relief as the Court may deem just and proper.

3 DATED this 27th day of July, 2026.

4 **Lather Law**

5 */s/ Jason Lather*

6 _____
7 Jason Lather, Esq.
8 Nevada Bar No. 12607
9 4484 S. Pecos Rd., Suite 171
10 Las Vegas, NV 89121
11
12
13
14
15
16
17
18
19
20
21
22
23
24