

STATE OF RHODE ISLAND

PROVIDENCE, SC.

SUPERIOR COURT

(FILED: September 30, 2026)

CAMERON YRIONDO,
Plaintiff,

v.

NATIONAL COLLEGIATE
ATHLETIC ASSOCIATION
Defendant.

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C.A. No. PC-2026-04935

DECISION

TAFT-CARTER, J. Before this Court for decision is Cameron Yriondo's (Plaintiff) Emergency Motion for a Temporary Restraining Order and Preliminary Injunction. Plaintiff seeks to restrain and enjoin the National Collegiate Athletic Association (Defendant or NCAA) from declaring him ineligible to practice and compete in Division I men's soccer for Providence College during the 2026-27 season. Jurisdiction is pursuant to G.L. 1956 § 9-30-1; Rule 65(a) of the Superior Court Rules of Civil Procedure.

I

Facts and Travel

Plaintiff, a 2022 high school graduate, is a twenty-two-year-old student-athlete enrolled at Providence College. (*See* Compl. ¶¶ 1, 12.) He was a participating member of Providence College's men's Division I soccer team during the 2025-26 academic year and the 2026-27 academic year until August 24, 2026. *See id.* ¶¶ 7, 17. Prior to his enrollment in Providence College, Plaintiff attended college and participated in Division II soccer during the academic years 2022-23, 2023-24, and 2024-25. *See id.* ¶ 13.

The NCAA is an unincorporated association that is the sole governing body for Division I intercollegiate athletics in the United States. *See id.* ¶ 8; *see also* Def.’s Opp’n to Pl.’s Mot. for Prelim. Inj. (Def.’s Opp’n), Ex. 1 (Henderson’s Aff.), ¶¶ 5-6. As such, it promulgates and enforces bylaws for its member institutions. (*See* Compl. ¶ 8; *see also* Henderson’s Aff. ¶ 6.) Providence College is a Division I college and member of the NCAA. (*See* Compl. ¶ 8.)

The NCAA Division I Manual establishes periods of eligibility for practices and competition in Bylaw 12.6. (*See* Henderson’s Aff. Ex. A (2025-26 NCAA Division I Manual) 46; *see also* Ex. B (2026-27 NCAA Division I Manual) 43.) During the 2025-26 academic year, student-athletes were allowed a maximum of four seasons of “intercollegiate competition” within five years. (2025-26 NCAA Division I Manual 46.)

This Bylaw, commonly known as the Four-Seasons-in-Five-Years Rule, provided several exceptions and offered waivers of the five-year period of eligibility in certain circumstances. *See id.* at 46-48. The Four-Seasons-in-Five-Years Rule allowed for one year of “redshirting.” *See id.* at 48. Redshirting allows for a student-athlete to sit out a year of competition to recover from injury or develop skills. *See id.* Student-athletes who graduated high school in 2022 and were redshirted have three seasons of intercollegiate competition through 2025-26. Those, like Plaintiff, who graduated high school in 2022 and who were not redshirted, completed their fourth season of play in 2026. (*See* Pl.’s Aff. in Supp. of Pl.’s Emergency Mot. for TRO and Prelim. Inj. (Pl.’s Aff.), ¶ 4.)

After the 2025-26 academic year, Plaintiff understood that his college eligibility was exhausted and explored an opportunity to play at a soccer academy in Spain. *See id.* ¶ 7. During this time, he did not sign any agreement, play, or receive compensation from that academy or another professional club. *See id.*

In June 2026, the NCAA revised Bylaw 12.6 and adopted the Five-Year Period of Eligibility Bylaw that would become effective for the 2026-27 academic year. (*See* Henderson’s Aff. ¶¶ 28-31; *see also* 2026-27 NCAA Division I Manual 43.) The Five-Year Period of Eligibility Bylaw provides that “[a]n individual’s¹ period of eligibility for practice and competition shall be limited to five years.” (2026-27 NCAA Division I Manual 43.) The Five-Year Period of Eligibility Bylaw begins with the earlier of “(a) The regular academic term (semester or quarter) of an academic year in which the individual enrolls in a collegiate institution” “in a minimum full-time program of studies and attends a class in that term while enrolled full time; or (b) The beginning of the regular academic year immediately after the individual’s 19th birthday.” *Id.* at 43-44.

In adopting the Five-Year Period of Eligibility Bylaw, the NCAA limited its exceptions. *Id.* at 44-45. In addition, Bylaw 12.6.8, entitled Waivers, states that “[t]here shall be no waivers of the application of the five-year period of eligibility legislation.” *Id.* at 45.

On June 23, 2026, the NCAA discussed the Five-Year Period of Eligibility Bylaw in a publication entitled Division I adopts age-based eligibility model. (*See generally* Henderson’s Aff. Ex. E (NCAA Article).) The article discussed the upcoming changes to Bylaw 12.6. *See generally id.* It was explained that the “rule change will be effective for all prospects initially enrolling full time in college in fall 2027 or later.” (NCAA Article 2.) On June 24, 2026, the Division I Cabinet issued a statement indicating that its clear intent with respect to the revision “was for any rule change to apply going forward, and not retroactively to student-athletes whose eligibility is or will be completed by the spring of 2026 to avoid the impact retroactive application would have on other

¹ NCAA Bylaw 12.01 dictates that “[i]f NCAA rules specify that an ‘individual’ may or may not participate in certain activities, this term refers to a person before and after enrollment in a member institution.” (2026-27 NCAA Division I Manual 32.) As such, Plaintiff’s entire athletic career could be considered in determining his eligibility.

student-athletes.” (Henderson’s Aff. Ex. D (NCAA Division I Cabinet Statement), 1.) The Five-Year Period of Eligibility Bylaw became effective on August 1, 2026. (*See* Henderson’s Aff. ¶ 31; *see also* 2026-27 NCAA Division I Manual 43.) With the revised bylaws, the NCAA released transition guidelines through the NCAA Eligibility Center, reaffirming that students who used their final season of eligibility under the Four-Seasons-in-Five-Years during 2025-26 would have “[n]o additional eligibility.” (Henderson’s Aff. Ex. C (NCAA Transition Guidance), 5-6; *see also* Henderson’s Aff. ¶ 32.)

Thereafter, a series of lawsuits ensued challenging the Five-Year Period of Eligibility Bylaw. Of note, on July 31, 2026, a federal district court in Colorado certified a class of persons who competed in four seasons of collegiate sports and entered a class wide preliminary injunction.² (*See* Compl. ¶ 30; *see also Wisne v. National Collegiate Athletic Association*, No. 1:26-cv-03063 (D. Colo. 2026).) The injunction was stayed pending appeal. *See* Compl. ¶ 30; *see also Wisne v. National Collegiate Athletic Association*, No. 26-1309 (10th Cir. 2026).

While the *Wisne* injunction was in effect, Plaintiff was contacted by the head coach of Providence College’s men’s soccer regarding a position on the 2026-27 season roster on August 3, 2026. (*See* Pl.’s Aff. ¶ 10.) He accepted the position and, on August 20, 2026, participated in the first game of the season. (*See id.* ¶¶ 10-11; *see also* Compl. ¶ 3.) Plaintiff was benched on August 24, 2026 by Providence College after the *Wisne* injunction was stayed. *See* Pl.’s Aff. ¶ 12.

On September 2, 2026, Plaintiff filed his four-count Complaint against the NCAA. (*See* Docket.) Plaintiff alleges breach of contract (Count I), breach of implied covenant of good faith and fair dealing (Count II), arbitrary and capricious action by a voluntary athletic association

² Plaintiff is or may be a member of this class but brings this action as his own individual case. (*See* Compl. ¶ 32.) Plaintiff has not made any application in the Colorado class action. *See id.*

(Count III), and declaratory judgment (Count IV). (See Compl. ¶¶ 35-54.) On September 3, 2026, Plaintiff filed his Emergency Motion for a Temporary Restraining Order and Preliminary Injunction (Pl.’s Mot.), along with a supporting memorandum.³ (See Pl.’s Mot. 1; see also Pl.’s Mem. in Supp. Mot. (Pl.’s Mem.) 1⁴.) Defendant filed its Opp’n to Pl.’s Mot. for Prelim. Inj. on September 15, 2026. (See Def.’s Opp’n 1.) Defendant filed a supplemental memorandum (Def.’s Suppl. Opp’n) on September 16, 2026. (See Def.’s Suppl. Opp’n 1.) Plaintiff filed a supplemental memorandum (Pl.’s Suppl. Mem.) on September 28, 2026 (See Pl.’s Suppl. Mem. 1.)

II

Standard of Review

Rule 65 provides the court the ability to grant or deny temporary injunctive relief, and the decision is left to the sound discretion of the trial justice. *Hagenberg v. Avedisian*, 879 A.2d 436, 441 (R.I. 2005). In determining whether to issue a preliminary injunction, the court must consider:

“whether the moving party (1) has a reasonable likelihood of success on the merits, (2) will suffer irreparable harm without the requested injunctive relief, (3) has the balance of the equities, including the possible hardships to each party and to the public interest, tip in its favor, and (4) has shown that the issuance of a preliminary injunction will preserve the status quo.” *Vasquez v. Sportsman’s Inn, Inc.*, 57 A.3d 313, 318 (R.I. 2012) (quoting *Iggy’s Doughboys, Inc. v. Giroux*, 729 A.2d 701, 705 (R.I. 1999)).

A party need not “establish ‘a certainty of success[;]’ rather, ‘we require only that [it] make out a prima facie case.’” *DiDonato v. Kennedy*, 822 A.2d 179, 181 (R.I. 2003) (quoting *Fund for Community Progress v. United Way of Southeastern New England*, 695 A.2d 517, 521 (R.I. 1997)).

³ Plaintiff’s motion for a temporary restraining order was partially granted and denied during the hearing on September 4, 2026. (See Hr’g Tr. 25:22-23, Sep. 4, 2026.)

⁴ Plaintiff’s Memorandum in Support of his Emergency Motion for a Temporary Restraining Order and Preliminary Injunction is not paginated. The Court assumes pagination for purposes of this Decision.

“Prima facie evidence is [considered the] amount of evidence that, if unrebutted, is sufficient to satisfy the burden of proof on a particular issue.” *Paramount Office Supply Co., Inc. v. D.A. MacIsaac, Inc.*, 524 A.2d 1099, 1101 (R.I. 1987) (citing *Nocera v. Lembo*, 121 R.I. 216, 218, 397 A.2d 524, 526 (1979)). If the moving party can establish a likelihood of success on the merits and an immediate irreparable injury, the Court should examine the equities of the case by analyzing the hardship to the moving party if the injunction is not granted, the hardship to the nonmoving party if the injunction is granted, and the public interest in granting or denying the injunction. *Fund for Community Progress*, 695 A.2d at 521 (citing *In re State Employees’ Unions*, 587 A.2d 919, 925 (R.I. 1991)).

III

Analysis

A

Personal Jurisdiction

As a threshold matter, the Court will address the issues of jurisdiction. Defendant argues that Plaintiff cannot demonstrate a likelihood of success on the merits because the Court lacks personal jurisdiction over the NCAA. (*See* Def.’s Opp’n 7-8.) Plaintiff contends that by directing its regulatory authority into Rhode Island, the NCAA purposefully availed itself to personal jurisdiction. (*See* Compl. ¶ 10.)

1

General Jurisdiction

“A court may assert general jurisdiction over foreign (sister-state or foreign-country) corporations to hear any and all claims against them when their affiliations with the State are so ‘continuous and systematic’ as to render them essentially at home in the forum State.” *Goodyear*

Dunlop Tires Operations, S.A. v. Brown, 564 U.S. 915, 919 (2011) (quoting *International Shoe Co. v. Washington*, 326 U.S. 310, 317 (1945)). A defendant is “at home” in the forum state “either through incorporation, principal place of business, or, in rare circumstances, where the defendant is ‘essentially at home.’” *St. Onge v. USAA Federal Savings Bank*, 219 A.3d 1278, 1283 (R.I. 2019) (quoting *Daimler AG v. Bauman*, 571 U.S. 117, 139 (2014)).

Defendant contends that this Court lacks general personal jurisdiction over the NCAA because it is an unincorporated association headquartered in Indianapolis, Indiana and is not “at home” in Rhode Island for purposes of jurisdiction. (*See* Def.’s Opp’n 7.) There is nothing contained within this record indicating that Plaintiff asserts that general personal jurisdiction exists over Defendant. Rather, the record reveals otherwise. (*See* Compl. ¶ 10.) Defendant is not headquartered, nor does it have its principal place of business in Rhode Island. Defendant, clearly, is not “at home” for the purposes of general personal jurisdiction. Thus, Plaintiff failed to establish that this Court has general personal jurisdiction over the NCAA.

2

Specific Jurisdiction

“[S]pecific jurisdiction is confined to adjudication of issues deriving from, or connected with, the very controversy that establishes jurisdiction.” *Goodyear Dunlop Tires Operations*, 564 U.S. at 919 (internal quotation omitted). This determination “requires a two-step inquiry: (1) determining whether the defendant has sufficient minimum contacts with the forum state and (2) determining whether the litigation ‘offend[s] traditional notions of fair play and substantial justice.’” *Martins v. Bridgestone Americas Tire Operations, LLC*, 266 A.3d 753, 758 (R.I. 2022) (quoting *St. Onge v. USAA Federal Savings Bank*, 219 A.3d 1278, 1284 (R.I. 2019)). The required minimum contacts to establish specific jurisdiction over a defendant must “‘sufficiently relat[e] to

or aris[e] from any of a defendant’s purposeful contacts with the forum.” *Id.* at 758 (quoting *St. Onge*, 219 A.3d at 1284). ““The defendant must have performed some act by which it purposefully availed itself of the privilege of conducting activities within the forum, thus invoking the benefits and protections of its laws.”” *Id.* at 758 (quoting *St. Onge*, 219 A.3d at 1284) (further internal quotation omitted).

Here, Defendant argues that Plaintiff is unable to establish specific personal jurisdiction because “[P]laintiff cannot be the only link between the [D]efendant and the forum.” (*See* Def.’s Opp’n 8) (quoting *Walden v. Fiore*, 571 U.S. 277, 285 (2014).) Moreover, Defendant contends that the challenged conduct – the adoption of the Five-Year Period of Eligibility Bylaw and decision to apply it prospectively – did not occur in Rhode Island. *See id.* Plaintiff alleges that the NCAA governs the athletics at Providence College and certifies the eligibility of the student-athletes competing in Rhode Island. (*See* Compl. ¶ 10.) Moreover, Plaintiff alleges that by directing its regulatory authority into Rhode Island, the NCAA purposefully availed itself to specific personal jurisdiction. *See id.*

Here, Providence College is a member institution subject to the 2026-27 NCAA Division I Manual. (*See* 2026-27 NCAA Division I Manual 6-7.) In addition, Providence College must follow the eligibility standards set forth by the NCAA. *See id.* at 43-44. The NCAA Division I Manual, regulating and enforcing Division I collegiate sports, establishes contacts within this forum state for the purposes of establishing specific jurisdiction. In addition, Plaintiff’s action clearly arises out of the NCAA’s conduct in Rhode Island. Moreover, Plaintiff is alleging injuries suffered because he was deemed ineligible to participate as a member of Providence College’s men’s Division I soccer team. Thus, Plaintiff’s lawsuit arises out of and relates to the NCAA’s contacts with Rhode Island

In addition to the causal link between the NCAA's actions and Plaintiff's injuries, Plaintiff's suit relates to Defendant's contacts with the forum. The NCAA's member institutions in Rhode Island must adhere to the Five-Year Period of Eligibility Bylaw. Plaintiff alleges that in-state injuries occurred because he was not included in the Five-Year Period of Eligibility Bylaw. Clearly, Plaintiff's action relates to the NCAA's contacts with the forum. Therefore, Defendant is shown to have sufficient minimum contacts in the forum state because Plaintiff's lawsuit arises out of and relates to Defendant's contacts with the forum.

Furthermore, the NCAA enrolls other Rhode Island colleges and universities as member institutions and enforces its obligations. Given the NCAA's connections to the forum state, it would not violate fair play or substantial justice to expect the NCAA to litigate this matter within the State of Rhode Island. Thus, Defendant has sufficient minimum contacts in the forum state such that it would not offend the traditional notions of fair play and substantial justice to participate in this litigation. Plaintiff has, therefore, demonstrated a prima facie showing that specific personal jurisdiction exists.

B

Preliminary Injunction

1

Reasonable Likelihood of Success on the Merits

i

Breach of Contract

In this cause of action, Plaintiff maintains that he is an intended beneficiary of a contract between the NCAA and Providence College. Plaintiff asserts that because of his status as an intended beneficiary of the NCAA contract, there is a reasonable likelihood of success on the

merits of his breach of contract claim. (*See* Pl.’s Mem. 4-5.) Plaintiff contends the NCAA breached the contract by excluding him from eligibility, enforcing contradictory provisions, applying the Five-Year Period of Eligibility Bylaw inconsistently, and using the truncation of Plaintiff’s eligibility to withhold direct-payment entitlement. *See id.* at 4. Defendant avers that Plaintiff is not a third-party intended beneficiary of the documents governing the relationship between the NCAA and its member institutions. (*See* Def.’s Opp’n 10.) The NCAA further asserts that even assuming Plaintiff is a third-party intended beneficiary, the NCAA did not breach any contractual obligations. *See id.* at 13.

a

Intended Beneficiary

To maintain a breach of contract action based on a person’s status as a third-party beneficiary to the contract, the agreement must be entered into ““for the benefit of a third party, the latter who would enjoy the benefits[.]”” *Hexagon Holdings, Inc. v. Carlisle Syntec Inc.*, 199 A.3d 1034, 1039 (R.I. 2019) (quoting *Glassie v. Doucette*, 157 A.3d 1092, 1097 (R.I. 2017)). As such, “[a]n intended beneficiary of a contract stands in the shoes of the promisee.” *Id.* (quoting *Glassie*, 157 A.3d at 1097).

The NCAA Division I Manual is a binding agreement between the NCAA and member institutions for the benefit of the student-athletes. (*See* 2026-27 NCAA Division I Manual 1, 6-7.) Courts throughout this country have found that a student-athlete is the intended beneficiary of the NCAA Division I Manual, reasoning that the party “stands to benefit from the contract’s performance, and thus he acquires rights under the contract as well as the ability to enforce the contract once those rights have vested.” *Oliver v. National Collegiate Athletic Association*, 920 N.E.2d 196, 200 (Ohio Ct. Erie C.P. 2008); *see also Bloom v. National Collegiate Athletic*

Association, 93 P.3d 621, 623-24 (Colo. Ct. App. Div. V 2004). Moreover, federal courts have noted that “[t]here are a number of other articles within the NCAA Constitution that highlight the fact that student-athletes are the beneficiaries of the NCAA’s agreements.” *Battle v. National Collegiate Athletic Association*, No. 1:23-cv-101, 2024 WL 4685604, at *5 (N.D. W.V. May 28, 2024); *see also Richardson v. Southeastern Conference*, 612 F. Supp. 3d 753, 772 (N.D. Ill. 2020).

The NCAA Bylaws dictate that “[o]nly a student-athlete who meets the governing athletics eligibility legislation and interpretations is eligible for intercollegiate athletics participation in a particular sport.” (2026-27 NCAA Division I Manual 32.) By that definition, if students do not meet the eligibility legislation and interpretations of the NCAA, they will not be deemed eligible to compete or participate. *See Oliver*, 920 N.E.2d at 200 (finding that student-athletes were intended beneficiaries where “the member institutions agree to let the NCAA set the criteria and to abide by the NCAA’s final eligibility decision”). Moreover, the NCAA Bylaws state that “[i]ntercollegiate athletics programs shall be conducted by the Association, divisions, conferences and member institutions in a manner designed to protect, support and enhance the physical and mental health and safety of student-athletes.” (2026-27 NCAA Division I Manual 2.) By adopting and enforcing eligibility legislation and committing to student-athlete well-being, the NCAA displayed an intent to confer a benefit on the student-athletes. Thus, student-athletes, such as Plaintiff, are intended beneficiaries of the contract between the NCAA and its member institution, Providence College. Here, Plaintiff has pled an intelligible claim for breach of contract as an intentional third-party beneficiary of the contract between the NCAA and Providence College. He has demonstrated that he is a third-party beneficiary to the Bylaws of the NCAA and has thus established his status as a third-party intentional beneficiary.

Bylaw Interpretation

Plaintiff asserts that he benefits from the plain language of the Five-Year Period of Eligibility Bylaw. (Pl.'s Mem. 4.) He argues that because the Five-Year Period of Eligibility limits an individual's period of eligibility to five years from that individual's enrollment at a member institution, the NCAA breached its contract by declaring him ineligible. *See id.*; *see also* 2026-27 NCAA Division I Manual 43. Defendant contends that the NCAA made clear, through public statements and articles, that individuals who used their final season of competition under the Four-Seasons-in-Five-Years Rule would not be provided additional eligibility. (*See* Def.'s Opp'n 14-15.) Plaintiff argues that the NCAA's transition guidelines cannot be followed when the language of the Five-Year Period of Eligibility Bylaw does not reference the interpretation.

“[O]rdinarily, the courts will not interfere with the internal workings of a voluntary organization as long as such rules are reasonable and consistent with public policy.” *King v. Grand Chapter of Rhode Island Order of Eastern Star*, 919 A.2d 991, 996 (R.I. 2007). As such, “there should be no judicial interference with the internal affairs, rules and by-laws of a voluntary association unless their enforcement would be arbitrary, capricious or constitute an abuse of discretion.” *Hebert v. Ventetuolo*, 480 A.2d 403, 407 (R.I. 1984) (finding that a rule was not arbitrary or capricious when it reasonably related to its designed purpose).

The NCAA Manual Bylaw 9.3.1.1 states that “[t]he Cabinet has overall oversight of interpretations of the bylaws and is empowered to make interpretations of the bylaws that are not subject to the authority of other committees” (*See* 2026-27 NCAA Division I Manual 19.) Additionally, Bylaw 9.3.1.1.1 allows the Cabinet to “interpret legislation consistent with the intent of the membership in adopting the legislation if significant documentation and testimony are

available to establish clearly that the wording of the legislation is inconsistent with that intent.” *See id.* In June 2026, after the NCAA Division I Cabinet unanimously voted to adopt the Five-Year Period of Eligibility Bylaw, it reaffirmed its intent that the bylaw amendment was to “apply going forward, and not retroactively to student-athletes whose eligibility is or will be completed by the spring of 2026 to avoid the impact retroactive application would have on other student-athletes.” (NCAA Division I Cabinet Statement 1.) The Bylaws, by their own terms, give the NCAA Division I Cabinet the authority to interpret its Bylaws. (*See* 2026-27 NCAA Division I Manual 19.) Thus, the Court must look to the NCAA’s June 24, 2026 interpretation of the Five-Year Period of Eligibility and incorporate that interpretation in its application.⁵

Furthermore, Bylaw 12.1.1 states that member institutions have an obligation to determine the validity of a prospective student-athlete and student-athlete. (2026-27 NCAA Division I Manual 34.) To make this determination, the Bylaws require that “[a]n institution shall use the NCAA Eligibility Center approved by the Board of Governors to determine the validity of the information on which the athletics eligibility status of a student-athlete is based, including an individual’s period of eligibility.” *Id.* The NCAA Eligibility Center’s interpretation of the Five-Year Period of Eligibility Bylaw was clear. (*See generally* NCAA Transition Guidance.) In its

⁵ During the September 4, 2026 hearing, the Court brought up the issue of joinder for Providence College, who is not a party to this suit. (*See* Hr’g Tr. 17:1-8, Sep. 4, 2026.) The Court further gave the parties an opportunity to argue whether Providence College must be joined. It appears to the Court that Plaintiff takes the position that Providence College is not a necessary party to this action. While not ruling on the issue, the Court disagrees. Bylaw 9.3.1.2.1.1 states that “[a]n institution may appeal a staff interpretation to the Cabinet or, as applicable, to another committee with specific authority” and further outlines the appeals process. (*See* 2026-27 NCAA Division I Manual 19.) As applied, Providence College, as a member institution, may appeal the NCAA’s Bylaw interpretation if Plaintiff wishes to be deemed eligible under the Five-Year Period of Eligibility. The decision necessarily implicates Providence College’s position as a member institution of the NCAA, requiring its joinder. *See Burns v. Moorland Farm Condominium Association*, 86 A.3d 354, 358 (R.I. 2014) (“failure to join all persons who have an interest that would be affected by [a] declaration is fatal”) (internal quotation omitted).

transition guidance, the Eligibility Center stated that students who used their final season of eligibility under the Four-Seasons-in-Five-Years Rule during 2025-26 would have “[n]o additional eligibility.” *See id.* at 5-6. By its own terms, the Bylaws refer member institutions to the NCAA Eligibility Center to determine a student-athlete’s eligibility. (2026-27 NCAA Division I Manual 34.) Accordingly, a review of the transition guidelines is appropriate when interpreting the Five-Year Period of Eligibility.

Clearly, the interpretation by the NCAA of the Five-Year Period of Eligibility, excluding players who completed their final season of eligibility under the Four-Seasons-in-Five-Years Rule during 2025-26, was reasonable. The NCAA reasoned that “[g]iving those student-athletes another season would destabilize rosters just ahead of the coming season by disrupting settled expectations of countless student-athletes regarding their expected roster spots and playing time[.]” (NCAA Division I Cabinet Statement 1.) Protecting student-athletes who would have been eligible under both the Four-Seasons-in-Five-Years and Five-Year Period of Eligibility is an appropriate and reasonable decision by the NCAA. The actions of the NCAA in promulgating the Five-Year Period of Eligibility are not arbitrary, capricious, or an abuse of discretion.

c

Retroactive Applicability

Plaintiff next argues that, based on the plain language of the Five-Year Period of Eligibility Bylaw, he was eligible to play during the 2026-27 season. (*See* Pl.’s Mem. 4-5.) Plaintiff asserts that because the NCAA deemed him ineligible, it breached its contract. *See id.* Defendant contends that the text and legislative materials surrounding the Five-Year Period of Eligibility made clear that it operated prospectively, not retroactively. (*See* Def.’s Opp’n 13-16.)

The Five-Year Period of Eligibility Bylaw clearly and unambiguously states that it would be effective on August 1, 2026. (*See* 2026-27 NCAA Division I Manual 43.) When contemplating the Five-Year Period of Eligibility, the NCAA Division I Cabinet clearly indicated that it would not apply retroactively to student-athletes whose eligibility is or would be completed by the spring of 2026. (*See* NCAA Division I Cabinet Statement 1.) Plaintiff exhausted his eligibility after playing in the 2025-26 season under the Four-Seasons-in-Five-Years Rule. Because the Five-Year Period of Eligibility did not confer eligibility onto Plaintiff, he has failed to establish a reasonable likelihood of success on the merits of his breach of contract claim.

ii

Breach of the Implied Covenant of Good Faith and Fair Dealing

Plaintiff asserts that the NCAA breached the implied covenant of good faith and fair dealing because the NCAA exercised its contractual discretion in bad faith. (*See* Pl.’s Mem. 6.) Plaintiff notes that the NCAA has broad discretion over waivers and eligibility relief, and its Constitution commits the NCAA to fairness and honesty. *See id.* As such, Plaintiff contends, refusing relief to the high school class of 2022 and abolishing the discretionary authority was in bad faith. *See id.* Defendant argues that because Plaintiff’s breach of contract claim fails, its breach of the implied covenant of good faith and fair dealing must fail as well. (*See* Def.’s Opp’n 18-19.) Otherwise, Defendant asserts that the NCAA acted in good faith and applied the Five-Year Period of Eligibility uniformly. *See id.* at 19.

“‘It is well settled that virtually every contract contains an implied covenant of good faith and fair dealing between the parties.’” *Premier Home Restoration, LLC v. Federal National Mortgage Association*, 245 A.3d 745, 749 (R.I. 2021) (quoting *Ferreira v. Child and Family Services*, 222 A.3d 69, 76 (R.I. 2019) (further internal quotation omitted)). This “provides a

safeguard so that contractual aims are satisfied and parties do not act to ‘destroy[] or injure[] the right of the other party to receive the fruits of the contract.’” *Id.* at 750 (quoting *McNulty v. Chip*, 116 A.3d 173, 185 (R.I. 2015)).

However, the implied covenant “‘does not create an independent cause of action[,]’ but must be connected to a breach-of-contract claim.” *Id.* (quoting *Ferreira*, 222 A.3d at 76). As such, if a breach of contract claim fails, so must a claim for a breach of the implied covenant of good faith and fair dealing.

As addressed above, Plaintiff has failed to demonstrate a reasonable likelihood of success on the merits of his breach of contract claim. As such, he has also failed to establish a reasonable likelihood of success on the merits with respect to the breach of the implied covenant of good faith and fair dealing claim.

iii

Arbitrary and Capricious Action by a Voluntary Athletic Association

Plaintiff argues that there is no rational basis for his exclusion from eligibility. (*See* Pl.’s Mem. 6.) Plaintiff contends that the Five-Year Period of Eligibility determination excluding Plaintiff is arbitrary and capricious. *Id.* at 7. Defendant contends that the Five-Year Period of Eligibility Bylaw was adopted with reasonable line-drawing judgment through the NCAA’s ordinary governance process. (*See* Def.’s Opp’n 9.)

“[O]rdinarily, the courts will not interfere with the internal workings of a voluntary organization as long as such rules are reasonable and consistent with public policy.” *King*, 919 A.2d at 996. As such, “there should be no judicial interference with the internal affairs, rules and by-laws of a voluntary association unless their enforcement would be arbitrary, capricious or constitute an abuse of discretion.” *Hebert*, 480 A.2d at 407.

The Five-Year Period of Eligibility Bylaw was adopted to ensure that the eligibility standards were “simple to understand, transparent to administer, and applied fairly across all sports and schools.” (See NCAA Article 2.) The NCAA noted difficulties administering the Four-Seasons-in-Five-Years Rule and calls from student-athletes to change the eligibility model. *See id.* at 1. Moreover, the decision took into account student-athletes who would be eligible under both the Four-Seasons-in-Five-Years Rule and Five-Year Period of Eligibility. (See Division I Cabinet Statement 1.) In order to avoid destabilizing rosters and disrupting the expectations of the student-athletes who did not exhaust their eligibility, the NCAA decided not to apply the Five-Year Period of Eligibility retroactively. *See id.* Plaintiff’s exclusion from eligibility is unfounded. (See Def.’s Opp’n Ex. 6 (*Avila v. National Collegiate Athletic Association*, No. 2026 CH 07738 (Ill. Ct. Cook County, 2026)), 27) (“[A] line-drawing decision is not arbitrary merely because it draws a line. Every prospective rule has an effective date, and every effective date leaves someone on the wrong side of it by a matter of months.”). Thus, Plaintiff has not established a reasonable likelihood of success on the merits of Count III.

iv

Declaratory Judgment

Plaintiff asserts that under the Uniform Declaratory Judgments Act, he is entitled to a declaration that the “NCAA’s exclusion of him breaches its contract, breaches the implied covenant, and is arbitrary and capricious.” (Pl.’s Mem. 7; *see also* Compl. ¶¶ 52-54.)

Under the Uniform Declaratory Judgments Act, this Court has the “power to declare rights, status, and other legal relations whether or not further relief is or could be claimed.” Section 9-30-1. Based on the reasons stated above, Plaintiff has failed to demonstrate a likelihood of success on

the merits of Counts I-III. Thus, Plaintiff has failed to demonstrate a likelihood of success on the merits of his declaratory judgment claim.

2

Irreparable Harm

Plaintiff asserts that his loss of a season of intercollegiate competition constitutes irreparable harm for which no adequate remedy at law could restore his rightful position. (Pl.’s Mem. 7.) He further argues that his development would come only from Division I competition and the professional evaluation that depends on Division I film. *See id.* at 8. Defendant asserts that the potential benefits of athletic competition are too speculative to arise to irreparable harm. (*See* Def.’s Opp’n 19.) Moreover, Defendant argues that because Plaintiff is not prevented from playing soccer at a high level, his ineligibility would allow him to compete professionally. *See id.* at 20.

A party seeking a preliminary injunction must show that they are being threatened by some irreparable injury for which there is no adequate legal remedy. *Brown v. Amaral*, 460 A.2d 7, 10 (R.I. 1983). There is a division of authority throughout jurisdictions with respect to whether the inability to play in collegiate sports constitutes irreparable harm. *See Biediger v. Quinnipiac University*, 616 F. Supp. 2d 277, 291 (D.Conn. 2009) (“[c]ourts have consistently held that, given the fleeting nature of college athletics, plaintiffs will suffer irreparable harm by losing the opportunity to participate in their sport of choice on a continuous and uninterrupted basis”); *but see Doe v. Portland Public Schools*, 701 F. Supp. 3d 18, 39 (D.Me. 2023) (quoting *McGee v. Virginia High School League, Inc.*, 801 F. Supp. 2d 526, 531 (W.D. Va. 2011) (““Courts have routinely rejected the notion that a student suffers irreparable harm by not being permitted to participate in interscholastic athletics.””).

The harm alleged by Plaintiff is his inability to play soccer at a high level. Plaintiff competed in four seasons of collegiate soccer. At the conclusion of the 2025-26 season, he had exhausted his eligibility. He was therefore ineligible to play in the 2026-27 season. As he was ineligible under the previous Four-Seasons-in-Five-Years Rule, he remained ineligible under the Five-Year Period of Eligibility Bylaw. Furthermore, Plaintiff concedes he exhausted his eligibility and began exploring an opportunity to continue his soccer career abroad. (*See* Compl. ¶ 15.) The benefits of competition cannot only be conferred through collegiate competition. Plaintiff acknowledged this sentiment in seeking non-collegiate opportunities after he exhausted his eligibility. Furthermore, Plaintiff's continued aspirations are speculative. Here, Plaintiff has not demonstrated that he will suffer irreparable harm upon the denial of his motion.

3

Balancing the Equities

Plaintiff contends that the equities are lopsided when balanced between the parties. (*See* Pl.'s Mem. 10.) A preliminary injunction, Plaintiff asserts, would preserve his ability to compete while the case is decided, which would impose no burden on the NCAA. *See id.* at 9-10. Plaintiff then highlights his own burden, arguing that "the season is the one thing that cannot be replaced." *Id.* at 10. Defendant asserts that the case should not be examined in a vacuum, arguing the NCAA must be permitted to adopt and enforce eligibility bylaws without them being displaced. (*See* Def.'s Opp'n 21.)

When granting injunctive relief, "the court must balance the equities between the parties: the relief which is sought must be weighed against the harm which would be visited upon the other party if an injunction were to be granted." *In re State Employees' Unions*, 587 A.2d 919, 925 (R.I. 1991) (citing *R.I. Turnpike & Bridge Authority v. Cohen*, 433 A.2d 179, 182 (R.I. 1981)). "In

connection with any such balancing equation, the court is obliged to consider, as an integral factor, the public interest.” *Id.*

The hardship to Plaintiff, as he expresses, is his inability to play in the games. The hardship to Defendant, as it describes, is the potential to disrupt the opportunities available to over 180,000 Division I student-athletes. As examined above, courts generally do not interfere with the actions and decisions of voluntary organizations as long as their rules are reasonable and consistent with public policy. *See King*, 919 A.2d at 996. For matters of public interest, the NCAA’s administrative decisions are protected under a reasonability standard and weigh against Plaintiff’s personal harm in competing in soccer matches. Thus, the balancing of equities tips in Defendant’s favor.

4

Preserving the Status Quo

Finally, Plaintiff argues that the requested order would preserve what he contends to be the status quo: being on the roster, on scholarship, and playing. (*See* Pl.’s Mem. 9.) Defendant asserts that the status quo is Plaintiff not being eligible to play collegiate soccer, as he exhausted his four seasons of NCAA competition under the Four-Seasons-in-Five-Years Rule. (*See* Def.’s Opp’n 22.)

The Five-Year Period of Eligibility Bylaw and supplemental materials clearly establish that the amended bylaw was effective prospectively – on August 1, 2026. (*See* 2026-27 NCAA Division I Manual 43.) At the time of the adoption of the Five-Year Period of Eligibility Bylaw, Plaintiff was ineligible to compete in collegiate soccer. As such, the status quo remains that Plaintiff is ineligible to compete in collegiate soccer. Because Plaintiff asserts that preserving the status quo requires application of a bylaw that does not concern him, his argument fails.

IV

Conclusion

Plaintiff, clearly a star athlete, had exhausted his eligibility at the time the Five-Year Period of Eligibility Bylaw became effective. The Court recognizes his achievements and is sympathetic toward him because of the consequences of this Decision. However, after a complete analysis, this Court concludes that Plaintiff's Emergency Motion for a Temporary Restraining Order and Preliminary Injunction is **DENIED**. Counsel shall submit the appropriate order for entry.



RHODE ISLAND SUPERIOR COURT

Decision Addendum Sheet

TITLE OF CASE: **Cameron Yriondo v. National Collegiate Athletic Association**

CASE NO: **PC-2026-04935**

COURT: **Providence County Superior Court**

DATE DECISION FILED: **September 30, 2026**

JUSTICE/MAGISTRATE: **Taft-Carter, J.**

ATTORNEYS:

For Plaintiff: **Marshall M. Raucci, Esq.**

For Defendant: **M. Hamza Chaudary, Esq.**