

IN THE CIRCUIT COURT OF TUSCALOOSA COUNTY, ALABAMA

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

ORDER DENYING PLAINTIFF'S MOTION FOR PRELIMINARY INJUNCTION

Pending before the Court is Plaintiff Charles Bediako (“Plaintiff’s”) Motion for Preliminary Injunction. Defendant National Collegiate Athletic Association (“NCAA”) filed a Response. The Court heard argument on Plaintiff’s Motion on February 6, 2026. For the reasons discussed below, Plaintiff’s Motion is **DENIED**.

1. Plaintiff Charles Bediako is a former collegiate basketball player for the University of Alabama (“UA”). While there are many NCAA rules at issue, the Parties do not dispute that the rules at issue, contained in the NCAA Division I Manual and Bylaws (the “Manual” or “Bylaws”), preclude Plaintiff’s participation in intercollegiate competition. The Parties also do not dispute that Plaintiff is uniquely situated insofar as he left UA to attempt to make a career for himself in the NBA and has since sought to return, which is a fact pattern presented by no other student-athlete who has obtained eligibility either from the NCAA or a court order.

2. “[T]he grant of a preliminary injunction is an extraordinary remedy.” *Petroleum Equip. Tool Co. v. State Bd. of Health*, 567 So. 2d 328, 331 (Ala. Civ. App. 1990) (citing *Howell*

Pipeline Co. v. Terra Res., Inc., 454 So. 2d 1353 (Ala. 1984)). To obtain a preliminary injunction the movant must satisfy each of the following elements:

[T]he plaintiff must show all of the following: (1) that without the injunction the plaintiff would suffer immediate and irreparable injury; (2) that the plaintiff has no adequate remedy at law; (3) that the plaintiff has at least a reasonable chance of success on the ultimate merits of his case; and (4) that the hardship imposed on the defendant by the injunction would not unreasonably outweigh the benefit accruing to the plaintiff.

Perley v. Tapscan, Inc., 646 So. 2d 585, 587 (Ala. 1994).

3. The Court finds that Plaintiff has failed to satisfy the elements necessary to obtain an injunction.

I. Reasonable Chance of Success

4. Plaintiff here asserts two claims in his Complaint—violation of Alabama’s antitrust laws and tortious interference.

A. Antitrust

5. As a threshold matter, 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.” (emphasis added)). It has explained 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.

6. Here, the Parties do not dispute that the alleged anticompetitive conduct at issue—the NCAA’s denial of UA’s application for a waiver of eligibility on Plaintiff’s behalf—occurred in Indiana. *See Affidavit of Jerry Vaughn ¶ 11, Ex. 3 to NCAA Response to Motion for Preliminary Injunction.*

7. Accordingly, Alabama antitrust law does not extend to the NCAA’s eligibility determination with respect to Plaintiff.

8. Moreover, even if Alabama’s antitrust law applied, Plaintiff has not put forth any economic evidence or argument in support of his claims. The NCAA 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.”).

9. Therefore, even if Alabama’s antitrust law applied, Plaintiff would not have satisfied his burden to put on evidence to demonstrate a reasonable chance of success on the merits of this claim.

B. Tortious Interference

10. 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)).

11. 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).

12. Plaintiff cannot demonstrate a reasonable chance of success on the merits of his tortious interference claim for multiple reasons.

13. First, the NCAA is not a stranger to the contract between UA and 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, Plaintiff must be eligible to participate in NCAA basketball. Eligibility to participate in the NCAA is controlled by the NCAA’s application of the eligibility rules legislated by the NCAA membership. The NCAA thus cannot be a stranger to the contract at issue.

14. Second, the NCAA 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 NCAA. All the evidence in the record indicates that the NCAA has applied this specific rule consistently because Plaintiff is one-of-one, and the NCAA has applied these rules as written to him.

15. Third, the NCAA did not interfere in the alleged contract. UA first certified Plaintiff as ineligible for competition. *See* UA Waiver Request at 2, NCAA Ex. 7 (“Has the

institution declared the student-athlete ineligible? Yes"). The NCAA did not disturb that determination. *See Waive Case Summary, NCAA Ex. 8.*

16. Fourth, Plaintiff did not have a reasonable expectation to benefit from a contract that the NCAA Bylaws render him ineligible to perform.

17. For the foregoing reasons, Plaintiff cannot demonstrate a reasonable chance of success on the merits of his claims. Injunctive relief therefore cannot issue.

II. Irreparable Harm

18. Plaintiff has not shown that he will suffer immediate and irreparable harm absent the issuance of the injunction.

19. The thrust of Plaintiff's Complaint concerns his ability to earn more money in college than he could in the NBA G League. The lost income is reasonably quantifiable and thus not irreparable.

20. Plaintiff cannot demonstrate harm from the lost opportunity to participate in basketball competition. His participation in the G League as recently as last month indicates that the case is not about whether Plaintiff can play basketball, but for whom.

21. Plaintiff's counsel contended at the hearing that he needs to continue to participate in college sports to obtain an education. There is no proof in the record that, but for an athletic scholarship, Plaintiff cannot afford college. If Plaintiff wishes to pursue a degree, he is free to do so. If he prevails on the merits at the conclusion of trial, he can obtain the expense to attend UA in the form of money damages. Moreover, based on counsel's representation that Plaintiff requires aid to pursue his degree, the NCAA rules likely require UA to provide that to him because Plaintiff seemingly has: "[p]articipated in the sports of men's or women's basketball; [r]eceived athletics aid; [p]reviously enrolled for at least two years; [m]et NCAA

progress toward degree requirements when student departed campus; [h]as not attended another institution full-time since departure; [m]eet institution's re-admission and financial aid requirements; [d]eparted institution within 10 years; [and] [e]xhausted other degree completion funding options (e.g. NBA Tuition Reimbursement).” *See* <https://www.ncaa.org/sports/2019/3/12/student-athlete-degree-completion-assistance.aspx>.

Moreover, following the conclusion of the hearing, UA’s men’s basketball coach, Nate Oats, has affirmed that he will keep Plaintiff on scholarship even if he is ineligible to compete. *See* Hunger De Silver, Sports Illustrated, “Will Alabama Keep Charles Bediako on Scholarship if He Loses Injunction Hearing,” (Feb. 6, 2026), <https://www.si.com/college/alabama/basketball/will-alabama-keep-charles-bediako-scholarship-if-loses-injunction-hearing>.

III. Adequate Remedy at Law

22. For the foregoing reasons, the Court also finds that Plaintiff has an adequate remedy at law. The losses are compensable through money damages.

23. Any losses not compensable through money damages could be redressed through a permanent injunction at the end of the case that restores his eligibility. Plaintiff has not explained any unique reason why he requires relief today for that relief to be effective.

IV. Balance of Hardship

24. The Court need not address the balance of harms because, given the foregoing, injunctive relief is unwarranted.

Accordingly,

IT IS HEREBY ORDERED that Plaintiff’s Motion for Preliminary Injunction is **DENIED**.

IT IS FURTHER ORDERED that the TRO previously entered is hereby **DISSOLVED**.

DONE this[To be filled by the Judge].

/s/[To be filled by the Judge]
CIRCUIT JUDGE

PROPOSED ORDER