UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA

MIAMI DIVISION

CASE NO. _____

ALLY STEDMAN,

Plaintiff,

vs.

NATIONAL COLLEGIATE ATHLETIC ASSOCIATION,

Defendant.

_____/

COMPLAINT

Plaintiff, ALLY STEDMAN ("Plaintiff" or "Stedman"), by and through her undersigned attorneys, ChaseLawyers, sues Defendant NATIONAL COLLEGIATE ATHLETIC ASSOCIATION ("Defendant" or "NCAA") and alleges as follows:

JURISDICTION, PARTIES, AND VENUE

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1331 (federal question) and 28 U.S.C. § 1337 (commerce and antitrust regulation), as this action arises under the Sherman Antitrust Act, 15 U.S.C. § 1, and the Clayton Act, 15 U.S.C. §§ 15(a) and 26.

2. In addition, this court has jurisdiction over supplemental State law claims under 28 U.S.C. § 1367.

3. Venue is proper in this district for NCAA under § 12 of the Clayton Act, 15 U.S.C. § 22, and 28 U.S.C. § 1391(b) because the NCAA solicits and transacts business within this district; a substantial part of the events giving rise to Plaintiff's claims against NCAA occurred in this district, including but not limited to NCAA's violations of the Sherman and Clayton Antitrust Acts.

4. Plaintiff, is an individual, is *sui juris*, a resident of Phoenix, Arizona, and a current Division I student-athlete who previously competed for the University of Miami ("UM") women's basketball team and most recently the University of Central Florida ("UCF") women's basketball team.

5. This Court may exercise personal jurisdiction over Defendant NCAA because the NCAA transacts substantial business within the State of Florida, including within the Southern District of Florida, through its member institution, the University of Miami. The NCAA and the University of Miami conduct athletic competitions, ticket and merchandise sales, broadcast agreements, and other revenue-generating activities within this District. The NCAA's governance, rulemaking, and eligibility enforcement activities are purposefully directed toward this district and have caused injury to student-athletes residing and competing here, including to the Plaintiff.

6. Defendant, NCAA describes itself as "an unincorporated not-for profit educational organization founded in 1906," with its principal office located at 700 W. Washington Street, Indianapolis, Indiana 46204. The NCAA purports to be a not-for-profit educational organization, but in practice functions as the central governing body of intercollegiate athletics in the United States. It regulates every major aspect of competition, eligibility, and student-athlete participation for more than one thousand two hundred (1,200) member colleges and universities across three divisions, including institutions located within the State of Florida, stating that it "is the

organization through which the colleges and universities of the nation speak and act on athletic matters at the national level.".

ACTIONS GIVING RISE TO THIS COMPLAINT

A. Plaintiff's Athletic Career

7. Plaintiff began her career at Pepperdine University ("PU"), where she served as a starting guard for two seasons (2021–2023) and was impressively among the team's leaders in minutes played, scoring, and defensive performance. At PU, she immediately became a key contributor for the women's basketball team in the WCC, distinguishing herself as one of the top guards in the conference. During her freshman season (2021–2022), she played in 24 of 25 games and ranked among the team leaders in scoring.

8. During her sophomore season (2022–2023), Plaintiff again held a starting role, appearing in eighteen (18) games before suffering a lateral meniscus tear a few games past the midway point of the season. Despite the injury, she continued to compete for several weeks at the request of her coaches (as she was already beyond the redshirt marker of thirty percent (30%) of contests) before medical staff determined that surgical intervention was necessary.

9. After the season, Pepperdine University hired a new head coach who was looking to implement a new system, and as a result, Plaintiff entered the NCAA transfer portal seeking to continue her career at an institution that would be a better fit for her current athletic goals.

10. Once entering the transfer portal, Plaintiff, being a high-caliber prospect, was heavily recruited by numerous Division I Universities, in particular by the University of Miami ("UM") and its head coach, Katie Meier ("Meier"), who eventually convinced Plaintiff to transfer there for the 2023–2024 academic year. Plaintiff was convinced by Meier to transfer to UM under the guise of numerous unfulfilled promises.

11. In an effort to recruit Plaintiff to UM, Meier told Plaintiff that:

(a) She was comparable to other All-American players;

(b) Meier would help Plaintiff not only become an All-American player, but that Plaintiff would be guaranteed to play extensive minutes during the season;

(c) She would have a very good chance to get scouted by WNBA teams; and

(d) her efforts would contribute significantly to the program if she transferred to UM rather than accept one of the other multiple offers she had received from other prominent Division I Universities throughout the United States.

12. Plaintiff, relying on Meier's representations, accepted the offer from UM, and was required to move onto campus nearly a month earlier than the rest of the team. Soon after her arrival, Meier began engaging in confrontational and unprofessional behavior.

13. Upon arrival to the team, Meier made it clear that Plaintiff would not actually be receiving the 'extensive minutes' earlier promised to her during her recruitment. More deplorably, during the team's preseason tour, one of the assistant coaches made bets with other players in front of Plaintiff that she would fail an upcoming fitness test scheduled for later in the preseason despite her coming to the team in great physical condition and easily passing said test. These comments, which went well beyond good-natured ribbing, were deeply humiliating to Plaintiff and along with Meier's refusal to give Plaintiff the previously promised playing time, reinforced her growing self-doubt. After returning from the trip, Plaintiff's symptoms intensified. She experienced persistent insomnia, social withdrawal, and depressive fatigue that made it difficult to attend class or complete team obligations. Her family became so concerned that they traveled to Miami from their home in Arizona to check on her well-being, recognizing that she was no longer functioning normally.

14. Meier's continued dismissive actions and lack of institutional support, created a significant amount anxiety for Plaintiff and an overwhelming sense of humiliation, as Plaintiff was

quickly beginning to regret her choice to believe Meier's promises rather than to attend one of the many other universities which had previously recruited her.

15. The team environment further deteriorated when Plaintiff witnessed members of the coaching staff attempting to physically fist fight players after practices.

16. Meier, eventually benched Plaintiff and gave her no playing time even though her participation during games she was allowed to play in was always productive. As a result, Plaintiff's mental and emotional health continued to deteriorate sharply. What began as minor anxiety quickly escalated into severe anxiety, dissociation, insomnia, and a profound loss of motivation and confidence. Having always been highly driven and passionate about basketball, she found the sudden emotional detachment from the sport she loved deeply painful and confusing.

17. Immediately following these incidents, Plaintiff began exhibiting acute symptoms of anxiety, insomnia, and depressive dissociation and on September 1, 2023 sought treatment with Dr. Eric Goldstein ("Dr. Goldstein"), Director of Sport Psychology and Mental Health at UM, who documented a progressive deterioration in her mental health throughout the season. Unfortunately, Plaintiff was diagnosed with Major Depressive Disorder (F32.1) and Adjustment Disorder with Anxiety and Depression (F43.2). A true and correct copy of Dr. Goldstein's letter dated June 27, 2025 is attached hereto as Exhibit "A" and is incorporated herein by this reference.

18. Plaintiff's treatment initially focused on coping strategies, relaxation techniques, and cognitive restructuring to manage the stress of adjustment. Dr. Goldstein noted significant anxiety, sleep disturbance, and low mood consistent with a developing depressive disorder. According to NCAA's "Mental Health best Practices," transition in or from sport, including but not limited to injury, transfer, being cut from a team and/or graduation, can increase risk for psychological distress among collegiate athletes. (A true and correct copy of NCAA's Mental

Health Best Practices guidance found on its webpage URL: https://www.ncaa.org/sports/2016/5/2/mental-health-best-practices.aspx is attached hereto as Exhibit "B" and is incorporated herein by this reference.

19. In addition to her mounting mental and emotional distress, Plaintiff suffered a broken pinky finger on her shooting hand in early October, forcing her to sit out for approximately three to four weeks during team scrimmages. Upon returning, Plaintiff expressed to Meier that the combination of her deteriorating mental health and lingering physical injuries to her knee and finger had left her unprepared for the upcoming season. Meier, however, remained dismissive of Plaintiff's concerns and failed to provide any meaningful support, accommodation or assistance to Plaintiff.

20. On or about November 24, 2023, after nearly three (3) months of ongoing psychological treatment and consistent physical therapy, and well in advance of the thirty percent (30%) contest marker to acquire a medical redshirt under NCAA guidelines, Dr. Goldstein raised the possibility to Plaintiff of redshirting for the remainder of the season. Dr. Goldstein had documented that Plaintiff was suffering from Adjustment Disorder with Anxiety and Depression and Major Depressive Disorder. After reviewing these factors, Dr. Goldstein concluded that redshirting was medically appropriate and in Plaintiff's best interest to protect her mental health and allow for stabilization before resuming competition. He expressed support for the plan and stated in text messages that he did not see why Meier would deny Plaintiff a redshirt if requested. A true and correct copy of the text exchange between Plaintiff and Dr. Goldstein is attached hereto as Exhibit "C."

21. Plaintiff again discussed her difficulties returning from her physical injuries and presented Dr. Goldstein's mental health diagnosis to Meier, and formally requested to be

redshirted, on or about November 24, 2023 (which was well within the NCAA's time frame for such a request according to its Bylaws) and Meier not only dismissed the Doctor's professional, medical recommendation, but told Plaintiff that she needed to "*toughen up, buttercup*" and refused to permit her to redshirt, stating that "the team needed her" and that "she was an important part of the roster". In direct conflict of Dr. Goldstein's medical advice, Meier demanded that Plaintiff continue on with the team, further adding injury to Plaintiff's fragile mental state and continuing to aggravate her lingering physical injuries. This denial, made in defiance of institutional medical judgment, and of NCAA Bylaw 12.6.1.7, led to a progressive deterioration of Plaintiff's mental health that worsened over the course of the season as she was compelled to continue playing under extremely coercive and medically unsafe conditions.

22. Immediately thereafter, Plaintiff informed Dr. Goldstein that Meier had denied to further discuss her redshirt request. Dr. Goldstein, who was fully aware of her deteriorating mental and emotional health, reiterated his support to Plaintiff and that a redshirt should be appropriate, however, he did not directly communicate with Meier regarding the matter. Instead, Dr. Goldstein continued Plaintiff's treatment but took no further action to challenge the decision or elevate the issue within the athletic department. Confused and upset by the actions of those who were supposed to assist her in this situation, and unaware of how to further enforce her rights under NCAA and institutional policy, Plaintiff felt helpless, and thus compelled to follow Meier's directive. So, Plaintiff continued participating with the team despite her lingering physical ailments and mental health issues which continued to show worsening symptoms.

23. Following Meier's denial of Plaintiff's redshirt request, Plaintiff was forced to appear in twenty-two (22) more games, with her playing time being extremely limited (about roughly 15% of her previous average time prior to coming to UM) , and as a result, losing one of

Plaintiff's four (4) permissible seasons of eligible competition within the five (5) year eligibility window.

24. During this period, Plaintiff also observed increasingly chaotic team dynamics when a physical altercation occurred after practice between an assistant coach and a teammate. UM and Meier took steps to suppress the incident publicly and subsequently suspended the assistant coach who was also Plaintiff's position coach, for the remainder of the season. These events further contributed to Plaintiff's sense of instability within the team and to her deteriorating mental health. Plaintiff's forced, yet severely limited, participation further aggravated her diagnosed condition and directly contravened the NCAA's own Mental Health Best Practices, which require deference to licensed clinicians in determining an athlete's fitness to compete and compelling Plaintiff to lose one of her four permissible seasons of eligibility and suffering severe psychological harm. (*See,* Exhibit "B").

25. Following the 2023–2024 season, Plaintiff informed Meier that she intended to enter the NCAA transfer portal at the conclusion of the year. In response, Meier stated, "sorry it didn't work out for you" and as a parting shot, told Plaintiff that she "needed to work on [her] anxiety," thereby acknowledging the persistent mental-health struggles that had affected Plaintiff's well-being and athletic performance throughout the season. This exchange confirmed that Plaintiff's difficulties at UM were not the result of a lack of effort or commitment, but of an environment that failed to accommodate her documented mental-health condition as well as her physical injuries.

26. Plaintiff transferred to the University of Central Florida ("UCF") for the 2024–2025 academic year. Having been assured that her experience at UCF would differ markedly from her prior environment at UM, Plaintiff was encouraged at UCF to immediately compete rather than

seek a redshirt, with the understanding that UCF would provide a healthier, more stable, and supportive setting in which to continue both her education and basketball career.

27. In the beginning of the 2024-25 season, the environment at UCF initially appeared stable, and although, Plaintiff was able to re-established herself as a starting guard and team captain playing significant minutes, it soon mirrored the dysfunction and maltreatment that she had experienced at UM. Physical altercations among teammates were frequent and violent. On one such incident a male scout player twice broke Plaintiff's nose during practice necessitating additional surgical intervention and missed play time. In addition, the assistant coach who had recruited Plaintiff, and the only team member Plaintiff trusted, abruptly resigned, leaving the program under unstable leadership. Without proper leadership, a teammate's guardian was then integrated into team operations, influencing substitutions and creating tension that led several players to actually quit midseason.

28. Despite the significant hardships at UCF, Plaintiff nevertheless played a significant role on the team, but the experience of how certain college athletic programs were being run left her mentally and emotionally exhausted. At the conclusion of the UCF season, Plaintiff's family urged her to enter the transfer portal one final time to seek a program that would allow her to complete her collegiate career in a more stable and supportive environment and give her the opportunity to showcase her skillset for scouts and other professionals who could put her in a position to continue her basketball career post-college. Following her family's guidance, Plaintiff then transferred to Utah Valley University ("UVU") where she is hoping to participate in one final season of competition.

29. In July 2025, UVU submitted a Season-of-Competition Waiver (Case No. 1247882) on Plaintiff's behalf to the NCAA's Committee on Student-Athlete Reinstatement,

supported by medical documentation, therapy records, and corroborating witness statements. These materials included: (a) psychological evaluations and treatment records from Dr. Goldstein, confirming diagnoses of Major Depressive Disorder (F32.1) and Adjustment Disorder with Anxiety and Depression (F43.2); (b) a supporting statement from UM's athletic trainer, Mr. Silver Harris ("Harris"), documenting Plaintiff's physical injuries as well as her ongoing distress and medical unfitness during the 2023–2024 season; and (c) a statement from her teammate and roommate, Jaida Patrick ("Patrick"), describing Plaintiff's visible deterioration, emotional breakdowns, and repeated requests for relief that were ignored by UM's coaching staff.

30. Despite this uncontroverted evidence, the NCAA denied Plaintiff's waiver request, failing to address her physical and mental ailments, rather agreeing with UM's initial determination that Plaintiff's participation in twenty-six (26) games reflected "voluntary competition." In doing so, the NCAA disregarded its own Bylaws, which expressly recognize incapacitating physical or mental circumstances as valid grounds for a waiver, and instead deferred to the non-medical judgment of Meier whose decision had caused the harm in the first place. On October 31, 2025, the NCAA formally denied Plaintiff's appeal of the Season-of-Competition Waiver (Case No. 1247882), thereby issuing a final determination that renders her ineligible to compete in the 2025–2026 NCAA Division I women's basketball season. The NCAA's denial, issued without explanation and in disregard of the uncontroverted evidence submitted, constitutes the exhaustion of all internal remedies available to Plaintiff. The 2025–2026 basketball season is scheduled to begin imminently on November 3, 2025, and without prompt judicial intervention, Plaintiff will be deprived of the opportunity to compete in what should be her final season of eligibility. With no remaining administrative mechanism for review or relief, judicial intervention is now the only means to prevent the permanent and irreparable deprivation of Plaintiff's

eligibility. This deprivation would not only cause irreparable harm by foreclosing her last chance to participate in Division I competition while mentally healthy and supported, but would also permanently eliminate her remaining NIL earning potential.

B. NCAA Bylaws and Eligibility

31. The NCAA's Bylaws collectively govern every aspect of athlete eligibility, competition, and participation across its member institutions. These rules have the force and effect of contract among all Division I members, who have agreed to adhere to and enforce the NCAA's uniform eligibility restrictions as a condition of membership.

32. For decades, the NCAA has enforced a rule providing Division I college athletes with a five-year window to exhaust their competition eligibility (the "Five-Year Rule").[1] Within those five years, however, the NCAA limits athletes to competing in only four seasons of intercollegiate play (the "Four-Seasons Rule")[2] and otherwise dictates that a student-athlete may use the fifth year only to participate in practices or other team activities with little or no game participation (the "Redshirt Rule"), which together limit each athlete to four seasons of intercollegiate competition within a five-year period following initial collegiate enrollment. Additionally, Bylaw 12.6.4 provides that a student-athlete may qualify for a medical-hardship

[1] NCAA Bylaw 12.6.1 Five-Year Rule. A student-athlete shall complete the student-athlete's seasons of participation within five calendar years from the beginning of the semester or quarter in which the student-athlete first registered for a minimum full-time program of studies in a collegiate institution, with time spent in the armed services, on official religious missions or with recognized foreign aid services of the U.S. government being excepted. For international students, service in the armed forces or on an official religious mission of the student's home country is considered equivalent to such service in the United States. *See* EX. 1, NCAA, 2025-26 NCAA Division I Manual Bylaw 12.6.1, at 57

[2] 12.6 Seasons of Competition: Five-Year Rule. A student-athlete shall not engage in more than four seasons of intercollegiate competition in any one sport (see Bylaws 12.02.3 and 14.3.3). An institution shall not permit a student-athlete to represent it in intercollegiate competition unless the individual completes all seasons of participation in all sports within the time periods specified below. *See* Ex. 1, NCAA, 2025-26 NCAA Division I Manual, Bylaw 12.6, at 57

waiver when the athlete has participated in fewer than thirty percent (30%) of scheduled contests and becomes unable to continue due to an incapacitating injury or illness occurring before the midpoint of the season. Similarly, Bylaw 12.6.1.7.1.1(a) recognizes "incapacitating physical or mental circumstances" supported by contemporaneous medical documentation as grounds for a waiver of the five-year limit.

33. The NCAA also maintains a narrow set of exceptions to these limitations through its Hardship, Medical Redshirt, and Season-of-Competition Waiver provisions. Pursuant to Bylaw 12.6.1.7, the NCAA's Committee on Student-Athlete Reinstatement may approve a waiver of the Five-Year Rule by a two-thirds vote if objective evidence demonstrates that the athlete was deprived of a season of competition for reasons beyond the control of the athlete or the institution. Qualifying circumstances expressly include incapacitating physical or mental conditions that are supported by contemporaneous medical documentation. Similarly, Bylaw 12.6.4 provides for a hardship or medical-redshirt exception when an athlete becomes unable to compete due to an incapacitating injury or illness occurring before the midpoint of the season and after participating in fewer than thirty percent (30%) of scheduled contests. These exceptions are intended to protect athletes from losing eligibility due to circumstances outside their control, but in practice, the NCAA retains exclusive and final authority to grant or deny such waivers, and decisions are often made without adhering to the NCAA's own outlined medical or procedural standards.

34. In theory, these exceptions protect athletes from being penalized for unforeseen hardships. In practice, however, the NCAA's enforcement framework has left the decision-making process open to manipulation by non-medical institutional personnel, particularly head coaches and athletic administrators whose professional incentives center on maintaining team performance, athlete control and roster depth. Because the initial determination of whether an athlete should be

withheld from competition often depends on a coach's approval, athletes suffering from legitimate physical or mental incapacity are routinely pressured to continue playing rather than risk losing scholarship status, playing time, or perceived commitment to the program.

35. This underlying structure effectively nullifies the NCAA's stated protections and exposes its athletes to coercive participation under conditions contrary to their health and well-being. When a coach overrides or ignores a clinician's recommendation to redshirt, that athlete not only endures potential medical and psychological harm, but also loses one of the four limited seasons of competition within the NCAA's five-year eligibility window. As a result, athletes experiencing incapacitating mental-health conditions, who would otherwise qualify for hardship or medical-redshirt relief under NCAA Bylaws 12.6.1.7.1.1(a) and 12.6.4, are deprived of the very eligibility safeguards those rules were designed to provide. The outcome is a system that privileges competitive advantage over athlete welfare and permits institutional misconduct to erode the NCAA's own eligibility framework. As a result, further damaging the athlete's mental health, physical well-being and limited economic advantage.

36. By failing to implement uniform medical and procedural safeguards, the NCAA enables member institutions to exercise unchecked discretion in determining whether an athlete competes, effectively converting subjective coaching decisions into eligibility outcomes with nationwide effect. This absence of consistent process suppresses the supply of qualified athletes within the five-year eligibility market, deprives them of the opportunity to offer their athletic services, and eliminates their access to NIL and competitive financial opportunities that would otherwise exist under a fair and properly governed medical system.

37. The NCAA's eligibility and participation rules are subject to antitrust scrutiny. In practice, the administration of these eligibility and waiver provisions are inconsistent and often

delegated to athletic department personnel with no medical expertise. Although the NCAA's bylaws purport to condition hardship and medical-redshirt determinations based on medical documentation outlining incapacitating physical or mental circumstances, institutional coaches and staff frequently exercise unilateral authority to approve or deny such requests. This delegation of discretion allows non-medical decision-makers, whose primary incentives are competitive success, roster management and personal opinion, to override the assessments of licensed professionals and the medical documentation demanded by the NCAA's own rules.

38. Plaintiff's case exemplifies the anticompetitive and inequitable effects of such arbitrary application. Despite being presented with undisputed medical documentation by Dr. Goldstein, diagnosing Plaintiff with Major Depressive Disorder and Adjustment Disorder with Anxiety and Depression, and the corroborating statements of Harris which attested to Plaintiff's physical and mental hardships, the NCAA denied Plaintiff's hardship waiver under a standard that ignored Plaintiff's documented diagnosis. This rigid and outdated interpretation of "extraordinary circumstances" by the NCAA has perpetuated the inequitable treatment of mental health conditions, an error that directly conflicts with its own bylaws, its Mental Health Best Practices policy and its evolving case law mandating parity between physical and psychological hardships. This grave error fails to account for the evolution of both medical understanding and the NCAA's own professed commitment to student-athlete mental well-being.

C. Violation of NCAA Standards and Institutional Duty of Care

39. NCAA's Mental Health Best Practices states that "[c]oaches play a critical role in creating healthy, positive team environments that support mental health help-seeking when necessary…schools should consider providing coaches annual professional development related to their role in mental health promotion … relevant topics may evolve to meet emergent coach

needs and could include mental health first aid; mental health literacy; trauma-informed coaching; cultural sensitivity; empathic listening; and resources for promotion and support of coach mental health." It is clear that Meier, indisputably, didn't meet this standard.

40. Teammates, trainers, and even members of the athletic staff noticed Plaintiff's distress. Patrick, observed her crying after practices and described Plaintiff as shutting down emotionally. In early 2024, Harris, alerted the Sports Psychology department of Plaintiff's crisis. He noted two (2) separate injuries and emotional distress that warranted increased support, stating he became concerned about Plaintiff's overall well-being. A true and correct copy of letter dated June 29, 2025 from Harris is attached hereto as Exhibit "D" and is incorporated herein by this reference.

41. During the season and prior to thirty percent (30%) of contests being played, Plaintiff was in clear crisis. On one occasion, she begged to stay home because she could not stop crying and felt unsafe being around the team. UM and Meier's response was to assign a staff member to sit outside her dorm room to "monitor" her, an act that only compounded her distress. Despite this, UM still refused to grant her the requested redshirt or any medical relief regardless of the documentation provided by Dr. Goldstein. As a result, Plaintiff was forced to further appear in twenty-two (22) games, while suffering a clinically diagnosed mental illness that documented her as being unable to compete. By allowing Meier to override and disregard both the recommendations of Dr. Goldstein and Harris who additionally agreed with Dr. Goldstein's analysis of Plaintiff's condition, the institution violated these standards and the NCAA's own stated commitment to prioritize athlete welfare and clinical independence in mental health decisions.

42. Despite medically qualifying for a redshirt hardship, Meier's denial deprived Plaintiff of the opportunity to qualify for the hardship exception. From that moment, Plaintiff's

participation was no longer voluntary. She was forced to continue participating in practices and games all the while being diagnosed as mentally and medically unfit to compete by UM's appointed, licensed medical professionals. She often cried in the locker room or hid in the bathroom to compose herself before games. Other teammates witnessed these episodes and expressed disbelief that the staff ignored her condition. These decisions to put Plaintiff through this continued torment contradicted both the NCAA's own Mental Health Best Practices, which require deference to licensed clinicians in determining athlete fitness to play, and the spirit of the hardship-waiver framework, which exists to prevent loss of eligibility due to incapacity beyond the athlete's control.

D. NCAA's History of Antitrust Violations and the Commercial Nature of Eligibility Rules

43. The NCAA has repeatedly faced challenges under the federal antitrust laws for maintaining rules that unreasonably restrain trade. In each instance, the NCAA has defended its restrictions by asserting that loosening them would erode amateurism and diminish public interest in college sports, however, courts have consistently rejected that rationale, and the popularity of college athletics has only increased following the removal of such restraints.

44. The NCAA's long history of antitrust violations underscores its ongoing efforts to restrict competition and suppress the economic value of college athletes' labor. Its rules on compensation, eligibility, and related benefits are not grounded in legitimate market dynamics but instead serve to restrain trade, limit athlete mobility, and preserve institutional profits at the expense of those who generate the product's value.

45. Historically the NCAA has placed limits on education related benefits under antitrust principles and imposed restrictions that are more restrictive than reasonably necessary to achieve any legitimate competitive objective. After of a plethora of lawsuits initiated against

Defendant, the door to reform permitting athletes to receive compensation for the use of their name, image, and likeness ("NIL"), affirming that they are entitled to share in the economic benefits generated by their performance was opened and the NCAA has since lifted its blanket prohibition on NIL compensation effective July 1, 2021. The resulting NIL market has grown into a billion-dollar industry, valued at roughly $1.67 billion for 2024-2025. A true and correct copy of Athletic Business Article entitled *Report: Total NIL Market for 2024-25 Expected to Hit $1.67B* by Andy Berg is attached hereto as Exhibit "E" and is incorporated herein by this reference.

46. Recent litigation against NCAA further underscored this transformation, authorizing Division I programs in July 2025 to distribute up to $20.5 million annually per institution to their college athletes. Such developments illustrate the NCAA's own recognition that college athletics function as a commercial enterprise, and that its eligibility rules are commercial in nature.

I. Application of the Eligibility Restraints to Plaintiff and Similarly Situated Athletes

47. Since the NCAA lifted its prohibition on NIL compensation, eligibility rules have assumed a commercial function, determining who can access and profit from the NIL marketplace. The Four-Seasons, Five-Year, and Hardship-Redshirt Rules collectively restrict the period during which athletes may compete and earn income, operating as restraints on participation in the market for collegiate athletic services.

48. As applied to Plaintiff, these rules unreasonably limited her ability to compete and profit from her NIL. Despite medical documentation supporting a hardship redshirt for mental-health reasons, the NCAA denied her request, depriving her of a full season of competition and related earning opportunities. These restrictions, both facially and as applied, suppress athlete mobility, reduce market output, and constitute unreasonable restraints of trade under Section 1 of

the Sherman Act. As such, this action challenges that restraint as an unlawful combination and concerted practice under the Sherman Act. The NCAA's rules and their implementation unreasonably restrict athlete mobility, suppress competitive opportunity, and penalize athletes who seek medical accommodation in accordance with the organization's own stated health and safety standards

49. For Plaintiff, this structure produced a direct anticompetitive injury. Despite a medically documented diagnosis of Adjustment Disorder with Anxiety and Depression and a professional recommendation from her treating psychologist that she should redshirt for mental-health reasons, her request for a hardship redshirt was denied by her institution and, subsequently, by the NCAA. The NCAA unexplainably denied relief to Plaintiff, treating the Meier's unilateral decision as binding. In its rationale, the NCAA stated that the "requirements of the legislation are not satisfied," noting that Plaintiff's participation exceeded the thirty percent (30%) limit by sixteen (16) contests and included appearances during the second half of the season. The NCAA refused to take into account the fact that Plaintiff provided to Meier the necessary medical documentation to show a hardship well in advance of her playing in thirty percent (30%) of contests under its own Bylaws. The NCAA further asserted in its decision that the UM was "unable to provide objective documentation satisfying any of the legislated exceptions or other extenuating circumstances." In doing so, the NCAA turned a blind eye to its own Bylaws and thereby committed an act of institutional misconduct into a national restraint on athletic participation, depriving a medically disqualified athlete of a significant year of her limited available participation in the only available market in which to compete and earn NIL compensation.

50. This denial resulted in the permanent forfeiture of participating with any significance during one of her four permissible seasons of play, preventing her from offering her athletic services to any Division I program for a fifth competitive year.

51. By capping competition at four seasons within a five-year period and conditioning hardship waivers on institutional approval, the NCAA eliminates the ability of otherwise qualified athletes to contribute to and benefit from an additional year of competition. The effect is to suppress economic opportunity, reduce bargaining power, and arbitrarily limit both personal and professional development. Absent this coordinated restraint, universities would compete for the services of experienced athletes seeking to extend their eligibility, just as they currently compete for graduate transfers and redshirt seniors. That competition would increase mobility, NIL earnings, and the overall quality of Division I athletics.

52. The NCAA's uniform enforcement of these eligibility caps also creates a distorted and uneven market. College athletes who are denied redshirt status lose a full year of benefits, including training access, scholarships, academic support, and, critically, NIL income, that redshirt athletes leverage to enhance both performance and market value. The cumulative benefits of a fifth year, available only through redshirting, allow athletes to reach their athletic peak and maximize both their competitive impact and economic potential. By contrast, Plaintiff's loss of eligibility, due to the coercion of Meier's during recruitment and the denial by Meier of Plaintiff's subsequent request to redshirt has deprived her of a developmental season at her peak age of performance, precisely when her NIL and professional value would be at its highest.

53. Because the NCAA does not enforce its eligibility framework uniformly across all member institutions, affected athletes cannot seek alternative opportunities at other schools, effectively eliminating inter-institutional competition and depressing the overall market value of

Division I athletic services. The NCAA's rigid yet inconsistent enforcement compounds this harm, arbitrarily granting relief to some athletes while denying it to others under materially similar circumstances. Accordingly, both as applied to Plaintiff and as implemented across the NCAA membership, the Four-Seasons, Five-Year, and Hardship-Redshirt Rules constitute unreasonable restraints of trade that suppress competition, restrict athlete mobility, and diminish economic output in the nationwide labor market for collegiate athletic services.

II. Relevant Markets

54. The NCAA's Four-Seasons, Five-Year, and Hardship-Redshirt Rules operate in a single, nationwide labor market for the services of NCAA Division I college athletes. Within this market, every NCAA Division I institution competes, through athletic scholarships, educational benefits, and, beginning in July 2025, up to $20.5 million in direct compensation authorized by the House settlement, to secure the athletic services of prospective and current athletes. Plaintiff and similarly situated college athletes provide the athletic services that constitute the labor market at issue, while NCAA member institutions function as the purchasers of those services. The challenged eligibility rules artificially restrict participation in that market by preventing otherwise-qualified athletes, including Plaintiff, from competing for a fifth season despite verified medical or mental-health documentation supporting their eligibility for relief.

55. The relevant geographic market is the United States. NCAA institutions operate nationwide, recruiting and competing across state lines, and the effect of the NCAA's eligibility restrictions have uniform application nationwide. Because these rules are enforced collectively across all Division I member institutions, no athlete may escape these restraints by transferring or negotiating elsewhere, thereby magnifying the NCAA's market power. There are no meaningful substitutes for the economic, educational, and professional opportunities available through NCAA

Division I competition. The ability to compete at the highest collegiate level is the primary gateway to both NIL compensation and professional advancement. Women's basketball alone has seen one of the fastest-growing NIL markets. These opportunities are available only through NCAA participation, which the organization unilaterally controls through its eligibility framework.

56. Despite its nonprofit designation, the NCAA and its member institutions derive billions of dollars annually from commercial activities, including ticket sales, media contracts, sponsorships, and licensing. The exchange between member institutions and college athletes, scholarships, training access, and exposure in return for athletic services, is commercial in nature and falls squarely within the reach of the Sherman Act.

III. No Procompetitive Justification for the Four seasons, Five Years, and Redshirt Rules

57. Even if the NCAA could offer a potential procompetitive justification for the application of the Four-Seasons Rule, Redshirt Rule, and related hardship-waiver restrictions under the present circumstances, any such justification could be achieved by less restrictive means. Specifically, a reasonable and transparent hardship-redshirt process, guided by independent medical and mental-health professionals, or a framework allowing college athletes to compete in five full seasons within their five-year eligibility window would accomplish any legitimate NCAA objectives while preserving competition and educational opportunity.

58. The NCAA lacks any legitimate or defensible procompetitive justification for enforcing its rigid eligibility framework under the circumstances presented by Plaintiff. Plaintiff's situation is precisely the kind of hardship that the hardship-redshirt provision was intended to address, an athlete who, due to clinically documented mental-health incapacity, was unable to participate meaningfully during a competitive season but continued academic enrollment.

59. Denying such an athlete a redshirt year serves no educational, competitive, or consumer purpose and instead operates solely as a restraint on athletic and economic participation. Even if the NCAA could identify some arguable benefit to this restriction, any potential procompetitive effect is far outweighed by the anticompetitive harm it imposes on Plaintiff and similarly situated athletes. The NCAA's rules suppress participation, eliminate scholarship and NIL opportunities, and arbitrarily terminate the athletic and academic progress of athletes who would otherwise contribute to the competitive marketplace. The effect is not to enhance education or fairness, but to reduce the supply of qualified athletes available for Division I competition.

60. These actions left Plaintiff with no other recourse but to seek immediate judicial intervention for declaratory and injunctive relief restoring her final season of eligibility and enjoining Defendants from enforcing any rule, Bylaw, or decision that renders her ineligible for the 2025–2026 season. Plaintiff also asserts supplemental state-law claims under the Florida Antitrust Act, Fla. Stat. § 542.18, and for Negligent Infliction of Emotional Distress, arising from the UM's disregard of medical recommendations, and thus the coercion of Plaintiff to compete while unfit, and failure to act in her best interest as a scholarship athlete while under the care of the University and its athletic program.

61. Without immediate injunctive relief, Plaintiff cannot restore her lost season of eligibility (which begins on November 3, 2025) nor recover the NIL opportunities foreclosed by Defendants' conduct. The harm caused by the NCAA's eligibility restrictions is irreparable and ongoing, and temporary, preliminary, and permanent injunctive relief are necessary and appropriate to prevent further injury and preserve Plaintiff's right to fair participation in intercollegiate athletics.

62.

FIRST CAUSE OF ACTION
Violation Of Section 1 Of The Sherman Act Illegal Agreement To Restrain Trade

63. Plaintiff repeats and realleges each allegation set forth in the preceding paragraphs as fully restated herein.

64. Defendant, acting through its officers and member institutions, has entered into and enforced a concerted agreement that unreasonably restrains trade in the market for intercollegiate athletic services. Through the adoption and enforcement of the Five-Year Rule, Four-Seasons Rule, and related Redshirt Provisions, Defendant restricts athlete participation, eligibility, mobility among competing institutions, and inconsistently apples redshirt and hardship exceptions. By conditioning eligibility on institutional or coaching discretion (as is the case with Plaintiff) rather than using the objective medical standards as outlined in the NCAA Bylaws, and by denying hardship or medical-redshirt relief to athletes incapacitated by mental or physical conditions, the NCAA and its members have foreclosed medically qualified athletes from competing within the only available market for Division I participation. This conduct suppresses athlete mobility, reduces available output, and restrains trade by depriving athletes, including Plaintiff, of opportunities for competition, exposure, and NIL compensation in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1.

65. The relevant labor market consists of Universities all simultaneously vying for the services of NCAA Division I college athletes. The relevant consumer market are the millions of fans, networks, sponsors and other companies that drive hundreds of millions of in consumption of NCAA Division I athletics. Transactions between NCAA member institutions and college athletes in these markets that are directly impacted by the Four Seasons and Redshirt Rules, which are commercial in nature within the scope of the Sherman Act.

66. The Four Seasons and Redshirt Rules provide little, if any, procompetitive justification. Moreover, a plainly less restrictive alternative exists that would advance the NCAA's stated objectives without suppressing trade such as transparent hardship-redshirt process or allowing all college athletes five full seasons of competition within their five-year eligibility window.

67. Defendant's unlawful conduct is ongoing and continues to cause direct harm to Plaintiff and similarly situated athletes by restricting their ability to secure NIL compensation, preventing them from receiving payments available under the House Settlement, and limiting their opportunity to showcase athletic skill for professional advancement. Unless enjoined, this restraint will continue to injure Plaintiff Stedman, other college athletes, and consumers of NCAA Division I sports.

68. Defendant NCAA's and its member institutions' anticompetitive conduct is intentionally directed at and has had, and continues to have, a substantial and foreseeable effect on interstate commerce throughout the United States.

69. Pursuant to Section 16 of the Clayton Act, 15 U.S.C. § 26, Plaintiff seeks injunctive relief, including a temporary restraining order, preliminary injunction, and permanent injunction, prohibiting Defendant from continuing to violate Section 1 of the Sherman Act by enforcing the competition restrictions embodied in NCAA Bylaw 12.6. Pursuant to Section 16 of the Clayton Act, Plaintiff further requests that this Court declare she is entitled to participate in all seasons of competition within her five-year eligibility window.

70. Pursuant to Section 4 of the Clayton Act, 15 U.S.C. § 15, Plaintiff seeks recovery of her reasonable attorneys' fees and costs, together with such other relief as the Court deems just and proper.

SECOND CAUSE OF ACTION
Violation Of The Florida Antitrust Act
Fla. Stat. § 542.18

71. Plaintiff repeats and realleges each allegation set forth in the preceding paragraphs as fully restated herein.

72. The conduct underlying Plaintiff's federal antitrust claim likewise constitutes an independent violation of Fla. Stat. § 542.18, which provides that "Every contract, combination, or conspiracy in restraint of trade or commerce in this state is unlawful."

73. For the reasons set forth above, Defendant's enforcement of the Five-Year Rule, Four-Seasons Rule, and related Hardship and Medical-Redshirt Bylaws, coupled with its delegation of waiver authority to institutional coaches and non-medical personnel, constitutes an unreasonable restraint of trade and commerce within the State of Florida.

74. Through these coordinated restrictions, Defendant and its member institutions, including UM, which applied these rules to Plaintiff, have combined to suppress athlete mobility, foreclose market participation, and deny medically qualified athletes the opportunity to preserve eligibility or benefit from NIL opportunities.

75. The NCAA's conduct has had direct, substantial, and foreseeable effects on commerce within Florida's collegiate athletic market by (i) limiting the number of athletes eligible to compete at Division I institutions; (ii) eliminating institutional competition to offer more athlete-protective eligibility policies; and (iii) depriving student-athletes of economic and developmental opportunities available through continued participation and NIL activities.

76. The anticompetitive effects of Defendant's conduct far outweigh any alleged pro-competitive justification. The claimed objectives of maintaining competitive balance or amateurism are neither advanced nor necessary to achieve legitimate ends, particularly where

coaches may override the recommendations of licensed medical professionals and where hardship relief is inconsistently or arbitrarily denied.

77. Less-restrictive and reasonable alternatives exist, including the uniform application of medically driven waiver criteria, the creation of independent review panels to adjudicate hardship cases, and adherence to the NCAA's own Mental Health Best Practices requiring deference to licensed clinicians rather than coaches and non-medical support staff.

78. As a direct and proximate result of Defendant's unlawful restraint of trade, Plaintiff has suffered injury in Florida, including the loss of one year of competition within the five-year eligibility window, loss of NIL revenue, and diminished career exposure that will have an immediate and deleterious effect on her immediate future.

79. Pursuant to Fla. Stat. §§ 542.22 and 542.23, Plaintiff seeks a temporary restraining order, preliminary injunction, and permanent injunction prohibiting Defendant from continuing to enforce the eligibility and waiver restrictions that unreasonably restrain trade and denies Plaintiff's previously requested, medically supported, hardship relief.

80. Plaintiff further seeks monetary damages, including treble damages, to compensate her for the loss of her final year of eligibility, related NIL income, and professional opportunities.

81. Plaintiff additionally requests a declaratory judgment declaring that she is entitled to compete in her remaining season of eligibility and that Defendant's bylaws, rules, or decisions that operate to deny that opportunity are void and unenforceable under Florida law.

82. Pursuant to Fla. Stat. § 542.22(1), Plaintiff is entitled to recover reasonable attorneys' fees and costs incurred in prosecuting this action.

THIRD CAUSE OF ACTION
Negligent Infliction of Emotional Distress

83. Plaintiff repeats and realleges each allegation contained in the preceding paragraphs as though fully set forth herein.

84. At all relevant times, Defendant NCAA owed Plaintiff a duty not only to administer its eligibility and waiver processes with reasonable care but also to protect student-athletes from foreseeable emotional and psychological harm. This duty arises from the NCAA's own published Mental Health Best Practices, its assumed role as the governing body responsible for athlete welfare, and its control over the institutional structures and rules that directly affect athletes' health, scholarship status, and eligibility.

85. The NCAA breached this duty by failing to exercise reasonable oversight over its member institutions, allowing Meier to exercise medical autonomy and then coercive control over Plaintiff's direct and continued participation, no matter how limited, and by denying her hardship waiver despite undisputed medical evidence of mental illness provided directly to her, in writing, by the medical professional at UM empowered to deal specifically with these exact issues on behalf of the student-athletes. The NCAA's failure to recognize this, and to then act in accordance with its own stated, written and distributed mental-health policies, and its decision to prioritize competitive and administrative convenience over the well-being of its student-athletes, constituted a reckless disregard for both Plaintiff's emotional and psychological well-being.

86. As a direct and proximate result of Defendant's conduct, Plaintiff suffered severe emotional distress, including clinical depression, anxiety, disassociation, and loss of self-worth. These symptoms were not transient emotional reactions but diagnosed psychological injuries that required ongoing therapy and treatment. Dr. Goldstein documented that Plaintiff's condition deteriorated further following the denial of her redshirt and hardship requests, an outcome that was

both foreseeable and preventable had the NCAA acted with the necessary due care as was their agreed upon duty.

87. The NCAA's negligent failure to intervene on Plaintiff's behalf, its blind deference to Meier's refusal to approve and agree to a medical accommodation by UM's licensed and appointed doctor, and its arbitrary waiver process continued to worsen Plaintiff's mental-health crisis. The NCAA's own mental-health guidance recognizes that athletes experiencing injury, transfer stress, or diminished playing time are at heightened risk of severe emotional deterioration. The NCAA failed to heed those warnings in its handling of Plaintiff's case, effectively subjecting her to ongoing coercion and psychological trauma under color of its rules during that time.

88. Florida law recognizes a cause of action for negligent infliction of emotional distress where a defendant's conduct foreseeably and directly causes serious mental suffering to one owed a duty of care. Here, Plaintiff was under the NCAA's governance and protection as a student-athlete, and the emotional harm she sustained was the natural and probable consequence of the NCAA's negligent disregard for its mental-health obligations. Plaintiff's injuries are supported by clinical evidence, were foreseeable to the NCAA, and were the direct product of its systemic negligence.

89. As a direct and proximate result of Defendant's negligent infliction of emotional distress, Plaintiff has suffered and continues to suffer severe mental anguish, loss of educational and athletic opportunities, continued psychological distress and long-term damage to her emotional well-being and professional prospects.

90. Defendant's conduct was outrageous, wanton, and undertaken with reckless indifference to the known vulnerability of student-athletes facing documented mental-health conditions. Accordingly, Plaintiff seeks compensatory and punitive damages to ensure that the

NCAA's professed commitment to athlete welfare is enforced in practice rather than merely in rhetoric.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, Ally Stedman, respectfully requests judgment in her favor and against Defendant NCAA and seeks the following relief:

a. Declaring that the NCAA's enforcement of its eligibility and waiver rules, including its application of the Five-Year Rule and denial of Plaintiff's Season-of-Competition Waiver, constitutes an unreasonable restraint of trade under Section 1 of the Sherman Antitrust Act, 15 U.S.C. § 1, and the Florida Antitrust Act, Fla. Stat. § 542.18;

b. Declaring that the NCAA's refusal to recognize Plaintiff's mental health–based hardship as a qualifying condition under Bylaw 12.6.4, and its delegation of waiver discretion to non-medical personnel, violates its own Bylaws, governing policies, and contractual obligations to student-athletes;

c. Declaring that Plaintiff is eligible to participate in intercollegiate competition for the 2025–2026 academic year and to utilize her remaining season of eligibility without restriction;

d. Preliminarily and permanently enjoining the NCAA from enforcing any rule, bylaw, or decision that denies Plaintiff the opportunity to compete during the 2025–2026 season or that penalizes any institution, including Utah Valley University, for recognizing or relying upon this Court's injunctive or declaratory order;

e. Preliminarily and permanently enjoining the NCAA from administering, interpreting, or enforcing its eligibility and waiver provisions in a manner that disregards

documented mental-health conditions or allows non-medical coaching personnel to override licensed clinical recommendations;

f. Awarding Plaintiff compensatory and punitive damages, attorneys' fees and costs, prejudgment and post-judgment interest, and all other damages permitted by law; and

g. Granting such other and further relief as the Court deems just, equitable, and proper to remedy the continuing harms caused by the NCAA's unlawful, arbitrary, and anticompetitive conduct.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all issues so triable.

Dated: November 3, 2025

Respectfully submitted,

CHASELAWYERS

Gregory Bloom, Esq.
ChaseLawyers
21 SE 1st Avenue, Suite 700
Miami, Florida 33131
Telephone: (305) 373-7665
Facsimile: (305) 373-7668
Email: greg@chaselawyers.com

Attorneys for Plaintiff

VERIFICATION

STATE OF UTAH)
) ss.:
COUNTY OF UTAH)

Ally Stedman, being duly sworn, deposes and says that I am the Plaintiff in the case captioned *Ally Stedman v. National Collegiate Athletic Association*, in the United States District Court for the Southern District of Florida, and have authorized the filing of this complaint. I have reviewed the allegations made in the complaint, and to those allegations of which I have personal knowledge, I believe them to be true. As to those allegations of which I do not have personal knowledge, I rely on information and documentation provided by my counsel and other institutional sources, and I believe them to be true.

Ally Stedman

Sworn to me this 03rd day of November, 2025.

Notary Public

JULES COLE AUGUST
NOTARY PUBLIC · STATE OF UTAH
My Commission Expires August 6, 2028
COMMISSION NUMBER 738587