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6 **IN THE UNITED STATES DISTRICT COURT**
7 **FOR THE DISTRICT OF ARIZONA**
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9 Ryan Pate,

10 Plaintiff,

11 v.

12 National Association of Intercollegiate
13 Athletics,

14 Defendant.

No. CV-25-03173-PHX-SHD

ORDER

15 Pending before the Court is Plaintiff Ryan Pate’s motion for a temporary restraining
16 order (“TRO”) and preliminary injunction to require Defendant the National Association
17 of Intercollegiate Athletics (“NAIA”) to allow him to play a final season of college
18 basketball at Park University’s (“Park”) Gilbert, Arizona campus. (Doc. 3.) Because Pate
19 has not met his burden of demonstrating that he has standing to seek injunctive relief, his
20 motion is **denied**.

21 **I. FACTUAL BACKGROUND**

22 Pate is a “graduate college athlete attending Park . . . at its satellite campus in
23 Gilbert, Arizona.” (Doc. 1 ¶ 19.) The NAIA is “an unincorporated private association that
24 acts as a governing body of college sports” for “over 230 member colleges and universities,”
25 including Park. (*See id.* ¶¶ 19–20.)

26 “The NAIA and its members have adopted regulations governing all aspects of
27 college sports,” including “Attendance-Based Restrictions” and other rules affecting
28 eligibility. (*Id.* ¶ 20.) The Complaint challenges the NAIA’s “ability to apply” a

1 “Termination of Eligibility” bylaw to prevent him from competing in the 2025–26
 2 basketball season at Park. (*Id.* ¶ 3.) This rule provides that a “student terminates athletic
 3 eligibility at the end of a term upon completing [12 Terms of Attendance (in Pate’s case)]
 4 in which the student is identified.” (*Id.* ¶ 33 (alteration in original).) Ordinarily, a student’s
 5 eligibility terminates once they reach a certain number of terms of attendance; here, the
 6 relevant limit was ten semesters, but the NAIA increased the limit to twelve semesters for
 7 athletes, like Pate, who played during the COVID-19 pandemic. (*See id.* ¶¶ 23, 30, 33.)¹
 8 The NAIA defines a term of attendance as “any quarter, semester or trimester . . . in which
 9 the student becomes identified at a single institution.” (*Id.* ¶ 33.)

10 Pate’s athletic history before he enrolled at Park is as follows:

11 1. From 2018–19, Pate “enrolled at Mesa Community College where he used
 12 his athletic redshirt year and completed his first two Terms of Attendance.” (*Id.* ¶ 21.)

13 2. From 2019–20, Pate “transferred to Central Arizona College where he
 14 completed his . . . third and fourth Terms of Attendance.” (*Id.* ¶ 22.)

15 3. From 2020–21, Pate “competed for Central Arizona College during the
 16 shortened 2020-21 season,” which constituted his “fifth and sixth Terms of Attendance.”
 17 (*Id.* ¶ 23.)

18 4. From 2021–22, Pate “transferred to Southwestern Assemblies of God-
 19 American Indian College . . . where he completed his . . . seventh and eighth Terms of
 20 Attendance.” (*Id.* ¶ 24.)

21 5. From 2022–23, Pate “transferred to the University of Arizona” and
 22 “completed his ninth and tenth Terms of Attendance.” (*Id.* ¶ 25.)

23 6. From 2023–24, Pate “transferred [to] Northwest Indian College” and
 24 “completed 11.33 Terms of Attendance out of twelve.” (*Id.* ¶ 26.) His terms of attendance

25
 26 ¹ The Court uses “semester” and “term of attendance” interchangeably in this Order
 27 with respect to the calculation of Pate’s terms of attendance. The NAIA calculates the
 28 limits to terms of attendance differently depending on the institution’s academic schedule:
 a “student terminates athletic eligibility at the end of a term upon completing 10 semesters,
 12 trimesters or 15 quarters in which the student is identified.” (Doc. 11-2 at 1.) Here,
 using “semesters” best matches Pate’s calculation of the number of terms of attendance he
 completed.

1 were calculated in this manner because “neither [his] Spring 2024 nor Summer 2024 terms
 2 at [the University of Arizona] counted against his remaining Terms of Attendance,” and he
 3 only enrolled at Northwest Indian College for “two quarters, which equals 1.33” semesters.
 4 (*Id.* ¶¶ 29–30.)²

5 Pate then committed to Park for the 2024–25 season, “pending his NAIA eligibility
 6 determination.” (*Id.* ¶ 45.) Pate acknowledges now that, at the time he enrolled, he only
 7 had 0.67 semesters of eligibility remaining. (*See id.* ¶ 26.) Pate thus had only one semester
 8 left of eligibility because the NAIA permits a student to “play out a term if they have two-
 9 thirds of a term left.” (*Id.* ¶¶ 35, 78; Doc. 11-2 at 1.)

10 In June 2024, the NAIA confirmed via email and in its PlayNAIA portal that Pate
 11 was eligible for the “Fall 2024 term,” but also stated in the portal that “Pate had used 11.33
 12 [semesters], and had 0.00 [semesters] remaining.” (Doc. 1 ¶¶ 46–47; *see also id.* at 51–
 13 52.) Pate claims that the NAIA’s statement that he had 0.00 semesters remaining was a
 14 “negligent misrepresentation” because the NAIA “should have stated that Pate retained
 15 0.67” semesters, which would allow him to “play out a term.” (*Id.* ¶ 48.) He also claims
 16 that “a clear declaration of eligibility despite Pate having ‘0.00’ [semesters] remaining,
 17 made it unnecessarily difficult for Pate . . . to discern whether he actually had zero, one or
 18 two [semesters] remaining.” (*Id.* ¶ 49.) He was given “no warning . . . by the NAIA or
 19 Park regarding his potential ineligibility after the Fall 2024” semester. (*Id.* ¶ 51.) Thus,
 20 Pate alleges he was “led to believe and reasonably concluded that he was eligible to play
 21 his entire final Season of Competition at Park in 2024-25,” that is, both the Fall 2024 and
 22 Spring 2025 semesters. (*Id.* ¶ 49.)

23 In January 2025, on the eve of an “important . . . conference game[,]” Pate’s coaches
 24 informed him that there may be an “issue involving [his] eligibility.” (*Id.* ¶¶ 60–61.) “This
 25 was the first time Pate was made aware that a problem existed, or that his eligibility was in
 26 jeopardy in any way.” (*Id.* ¶ 61.) Park’s Athletic Director then told Pate that he “only had

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 28 ² Under the NAIA’s rules, one quarter equals two-thirds of a semester. (Doc. 1 ¶ 28; Doc. 11-2 at 1.)

1 one [semester] to play when he enrolled at Park for the Fall 2024 [semester] and his last
2 [semester of eligibility] was exhausted following the conclusion of the Fall 2024” semester.
3 (*Id.* ¶ 63.)

4 Park appealed the eligibility decision to, and requested an exemption from, the
5 NAIA but was unsuccessful. (*See id.* ¶¶ 64, 66, 68, 71, 73, 77.) After he received a final
6 decision from the NAIA, Pate retained counsel to obtain NAIA records and was told that
7 the NAIA’s decision was final as of February 2025. (*See id.* ¶¶ 79–80.)

8 In June 2025, Pate asked the NAIA via email whether the NAIA “intend[ed] to
9 extend or reconsider eligibility for the 2025-26 season in light of the recent federal court
10 rulings . . . which enjoined the NCAA from applying institution and time-based eligibility
11 limits in similar circumstances.” (*Id.* ¶ 81.) The NAIA responded that it would not do so.
12 (*Id.* ¶ 82.)

13 In July 2025, Pate “sent a formal letter to the NAIA requesting the organization to
14 (1) confirm that [he would] be eligible to participate in the 2025–26 NAIA Men’s
15 Basketball season for Park, including both the Fall 2025 and Spring 2026 semesters, and
16 (2) formally commit to enter confidential settlement discussions aimed at resolving the
17 harm” he suffered. (*Id.* ¶ 83.) The NAIA responded that his “request for reinstatement of
18 eligibility for the 2025–26 season [was] outside of NAIA policy.” (*Id.* ¶ 94.)

19 Because his negotiation with the NAIA was unsuccessful, he brought suit in this
20 Court. Pate alleges that, had he known he had only one semester of eligibility remaining,
21 he would have questioned the legality of the NAIA’s rules then or, in the very least,
22 postponed enrollment until the Spring 2025 semester so that he could play in the
23 consequential conference and championship games. (*See id.* ¶¶ 52, 62.) Pate further
24 alleges he was unable to make an informed decision about how to use his last semester of
25 eligibility because of the NAIA’s negligent misrepresentations about his eligibility, that
26 the NAIA’s method of calculating terms of attendance unlawfully coerces students into the
27 position of having to choose between semesters of play where the sport spans both
28 semesters (Pate refers to this as the “season-splitting rule,” (*see id.* ¶ 52)), and that his

1 inability to play in the Spring semester was detrimental to his basketball career. (*See id.*
 2 ¶¶ 122–23, 129–30.) Pate requests that the Court “[a]ward [him] a season of NAIA
 3 competition and eligibility to take place in 2025-26,” along with damages and a permanent
 4 injunction prohibiting the NAIA from “enforcing NAIA Bylaws” against him. (*Id.* at 50.)
 5 The essence of Pate’s motion for preliminary injunctive relief is his request to have his
 6 eligibility reinstated for the 2025–26 season. (*See* Doc. 3 at 1, 14; Doc. 12 at 8.) He agrees,
 7 however, that because he enrolled at Park full-time for the 2024–25 year, he “has now used
 8 13.33 [semesters].” (Doc. 1 ¶ 95.)

9 **II. PROCEDURAL HISTORY**

10 On August 29, 2025, Pate filed his Complaint and motion for a TRO and preliminary
 11 injunction. (Docs. 1, 3.) He asserted claims under federal antitrust laws and for state-law
 12 negligent misrepresentation. (Doc. 1 at 45–49.)

13 The same day, the Court set a service of process and briefing schedule and a hearing.
 14 (Doc. 8.)

15 On September 8, 2025, the NAIA responded, (Doc. 11), and on September 10, 2025,
 16 Pate replied, (Doc. 12).

17 On September 12, 2025, the Court held a hearing. (*See* Doc. 13.)

18 **III. LEGAL STANDARD**

19 Courts may issue a TRO or preliminary injunction while an action is pending. *See*
 20 Fed. R. Civ. P. 65. To obtain either, a plaintiff must establish that he is (1) “likely to
 21 succeed on the merits,” (2) “likely to suffer irreparable harm in the absence of preliminary
 22 relief,” (3) “that the balance of equities tips in his favor,” and (4) “that an injunction is in
 23 the public interest.” *Winter v. Nat. Res. Def. Council, Inc.*, 555 U.S. 7, 20 (2008).³
 24 However, “if a plaintiff can only show that there are serious questions going to the merits,”
 25 rather than a likelihood of success, “a preliminary injunction may still issue if the balance
 26 of hardships tips *sharply* in the plaintiff’s favor, and the other two *Winter* factors are

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 28 ³ The *Winter* factors apply to both motions for TROs and for preliminary injunctions.
See Stuhlbarg Int’l Sales Co. v. John D. Brush & Co., 240 F.3d 832, 839 n.7 (9th Cir. 2001)
 (stating that the “analysis is substantially identical for the injunction and the TRO”).

satisfied.” *Shell Offshore, Inc. v. Greenpeace, Inc.*, 709 F.3d 1281, 1291 (9th Cir. 2013) (citation modified). This is because the “elements of the preliminary injunction test must be balanced, so that a stronger showing of one element may offset a weaker showing of another.” *Lopez v. Brewer*, 680 F.3d 1068, 1072 (9th Cir. 2012). A plaintiff must meet all four requirements—failure to satisfy his burden on even a single factor justifies denying relief. *See DISH Network Corp. v. FCC*, 653 F.3d 771, 776–77 (9th Cir. 2011).

Ultimately, a preliminary injunction is “an extraordinary and drastic remedy, one that should not be granted unless the movant, by a clear showing, carries the burden of persuasion.” *Lopez*, 680 F.3d at 1072 (citation modified). Where, as here, the plaintiff seeks a “mandatory injunction”—an injunction that “orders a responsible party to take action”—relief must be denied “unless the facts and law clearly favor the moving party.” *Garcia v. Google, Inc.*, 786 F.3d 733, 740 (9th Cir. 2015) (en banc) (citations omitted). Mandatory injunctions are “particularly disfavored” because they “go[] well beyond simply maintaining the status quo.” *Id.* (citation omitted).

Courts “must assure [themselves] that the constitutional standing requirements are satisfied before proceeding to the merits,” however. *Bates v. United Parcel Serv., Inc.*, 511 F.3d 974, 985 (9th Cir. 2007). “Standing must be shown with respect to each form of relief sought, whether it be injunctive relief, damages or civil penalties.” *Id.* Additionally, the “burden of establishing Article III standing remains at all times with the party invoking federal jurisdiction”—here, Pate. *See Scott v. Pasadena Unified Sch. Dist.*, 306 F.3d 646, 655 (9th Cir. 2002).

IV. DISCUSSION

Because Pate has not established that he has standing to pursue injunctive relief against the NAIA, he is not entitled to such relief. The merits of his claims thus need not be addressed at this stage.

A. Standing Requirements

To establish standing, Pate must “demonstrate that he has suffered an injury-in-fact, that the injury is traceable to the [NAIA’s] actions, and that the injury can be redressed by

1 a favorable decision.” *Chapman v. Pier 1 Imports (U.S.) Inc.*, 631 F.3d 939, 946 (9th Cir.
 2 2011) (en banc). The “injury-in-fact” must be (1) “concrete and particularized” and
 3 (2) “actual or imminent” rather than “conjectural or hypothetical.” *Lujan v. Defs. of*
 4 *Wildlife*, 504 U.S. 555, 560 (1992). Because Pate seeks injunctive relief, he must also
 5 “demonstrate a real and immediate threat of repeated injury in the future.” *Chapman*, 631
 6 F.3d at 946 (quotation marks omitted). The repeated injury must be “similar” to any injury
 7 he suffered previously. *See id.* at 948 (citation omitted). Past harms “do not in themselves
 8 amount to a real and immediate threat of injury necessary to make out a case or
 9 controversy,” but they can serve as “evidence bearing on whether there is a real and
 10 immediate threat of repeated injury.” *Fortyune v. Am. Multi-Cinema, Inc.*, 364 F.3d 1075,
 11 1081 (9th Cir. 2004) (citation modified).

12 A “person exposed to a risk of future harm may pursue forward-looking, injunctive
 13 relief to *prevent* the harm from occurring, at least so long as the risk of harm is sufficiently
 14 imminent and substantial.” *TransUnion LLC v. Ramirez*, 594 U.S. 413, 435 (2021)
 15 (emphasis added). Thus, “[t]o obtain preliminary injunctive relief, a plaintiff must
 16 demonstrate ongoing harm or the present threat of irreparable injury, not a past injury.”
 17 *Wolfe v. Logan*, 2023 WL 2347133, at *3 (C.D. Cal. 2023) (citation omitted). In other
 18 words, “[a] preliminary injunction will do nothing to repair alleged past harms.” *Id.*
 19 Further, even if a plaintiff establishes a statutory violation, he must still have suffered a
 20 “concrete injury,” as a “bare procedural violation, divorced from any concrete harm, [does
 21 not] satisfy the injury-in-fact requirement.” *Spokeo, Inc. v. Robins*, 578 U.S. 330, 341
 22 (2016).

23 **B. Pate Has Not Alleged an Injury-in-Fact Justifying Injunctive Relief**

24 Pate does not challenge “a governing body’s general ability to set limits on how
 25 long a college athlete may play college sports.” (Doc. 12 at 1–2.) Instead, as he clarified
 26 at oral argument, he challenges the NAIA’s season-splitting rule that requires athletes with
 27 only one term of attendance remaining to choose between playing in the fall or spring
 28 semesters for sports that span both. (*See id.* at 2 (arguing that he is “seeking a waiver or

1 exception [of] the season-splitting dilemma that can potentially be created by the Terms of
2 Attendance rule in combination with the Eligibility Rule”).) Pate’s claims ultimately
3 concern the NAIA’s past conduct, which has already injured him and is unlikely to reoccur.
4 The NAIA allegedly harmed Pate by implementing the season-splitting rule that prevented
5 him from competing in the Spring 2025 portion of the 2024–25 season and misrepresented
6 his eligibility status to him so that he was unable to decide which portion of the basketball
7 season in which to play to make the most of his remaining eligibility. (*See id.* at 2–3; *id.*
8 at 7 (“The root of the misunderstanding, which culminated in the surprising and abrupt end
9 to Pate’s final Season of Competition, was the NAIA’s initial negligent
10 misrepresentation.”).) The injury Pate alleges he suffered thus stems from the loss of the
11 Spring portion of the 2024–25 basketball season.

12 The essence of Pate’s motion for injunctive relief now is that, to make him whole
13 for the NAIA’s application of the season-splitting rule against him in the Spring 2025
14 semester, the NAIA should give him another year of competition. (*See* Doc. 3 at 12–13
15 (“[T]he NAIA must be enjoined from enforcing its Attendance-Based Restrictions against
16 Pate for the 2025-26 season, since NAIA’s own mistakes caused Pate to exceed the Terms
17 of Attendance restriction.”); Doc. 12 at 2 (seeking a “waiver or exception”); *id.* at 9 (“Pate’s
18 request would only reverse the harm to Pate’s athletic career.”).) But as stated above,
19 injunctive relief is not intended to and cannot remedy past harms. *See Fortune*, 364 F.3d
20 at 1081; *Wolfe*, 2023 WL 2347133, at *3.

21 Further, Pate has not established a “real and immediate threat of repeated injury in
22 the future” “similar” to the injury he alleges he suffered previously. *Chapman*, 631 F.3d
23 at 946, 948 (quotation marks and citation omitted). Pate is not likely to be misled as to the
24 status of his eligibility in the 2025–26 season; he acknowledges he has exceeded his
25 attendance-based eligibility, so he knows his current eligibility status. (*See* Doc. 1 ¶ 95.)
26 *See McMillan v. Lowe’s Home Ctrs., LLC*, 2016 WL 2346941, at *4 (E.D. Cal. 2016)
27 (dismissing claim for injunctive relief because the “complaint [did] not allege [the plaintiff]
28 continue[d] to be misled by the misrepresentations or [would] likely be misled again”).

Nor is the NAIA likely to enforce the season-splitting rule against him again because, put simply and as he concedes, Pate’s eligibility ran out once he “attend[ed] Park Full-Time during the 2024-25 academic year.” (Doc. 3 at 12.) As of now, Pate has “accumulated 13.33 [semesters], which [is] 1.33 [semesters] over the limit of twelve.” (*Id.*) Pate thus does not have *any* semesters of eligibility remaining. He does not possess a single semester of eligibility that would require him to choose between playing in the Fall 2025 or Spring 2026 semesters, nor has he argued he will ever be in such a position again, so he is not likely to be harmed by the season-splitting rule in the future. (*See* Doc. 1 ¶ 95; Doc. 3 at 12–13.) *Gest v. Bradbury*, 443 F.3d 1177, 1181 (9th Cir. 2006) (stating that plaintiffs seeking injunctive relief must “demonstrate that they are realistically threatened by a repetition of the violation” (quotation marks omitted)); *Strayer v. Idaho State Patrol*, 2022 WL 685422, at *2 (9th Cir. 2022) (mem. decision) (per curiam) (“To the extent the plaintiffs seek prospective injunctive relief for violations of federal law, they fail to allege a sufficient likelihood that they will be wronged again in a similar way to have standing for prospective injunctive relief.”). Even if Pate is correct that the NAIA violated the Sherman Act, this alone does not give him standing to pursue injunctive relief without a concrete future injury. *See Spokeo*, 578 U.S. at 341.

At bottom, Pate does not face any future harm that injunctive relief could prevent. *See TransUnion*, 594 U.S. at 435. If Pate had filed suit in Spring 2025, when he learned he had exhausted his eligibility, and argued that the NAIA’s season-splitting policy would deprive him of his ability to play in the Spring 2025 semester, he would have had standing for injunctive relief. At that point, the harm would not have fully materialized and the potential loss of the Spring 2025 portion of the basketball season would be imminent.⁴ *See Miller v. Honkamp Krueger Fin. Servs., Inc.*, 9 F.4th 1011, 1015 n.3 (8th Cir. 2021) (“The

⁴ Although Pate mentions “other similarly situated athletes who face the season-splitting dilemma” in his briefing, (*see* Doc. 12 at 2), this is not a class action and he is the only plaintiff. Pate cannot seek injunctive relief to benefit non-parties. *See Trump v. CASA, Inc.*, 606 U.S. 831, 851 (2025) (“The equitable tradition has long embraced the rule that courts generally may administer complete relief *between the parties*. While party-specific injunctions sometimes advantage non-parties, they do so only incidentally.” (citation modified)).

1 purpose of a preliminary injunction is not to remedy past harm but to protect plaintiffs from
 2 irreparable injury that will *surely result* without their issuance.” (emphasis added) (quoting
 3 *DTC Energy Grp., Inc. v. Hirschfeld*, 912 F.3d 1263, 1270 (10th Cir. 2018))). But the
 4 parties now stand on the other side of the Spring 2025 semester, and Pate’s argument that
 5 he will now suffer injury if the NAIA does not give him a compensatory season of
 6 competition does not meet the requirements for standing to obtain injunctive relief. See
 7 *Kanuszewski v. Mich. Dep’t of Health & Hum. Servs.*, 927 F.3d 396, 406 (6th Cir. 2019)
 8 (“Past harm allows a plaintiff to seek damages, but it does not entitle a plaintiff to seek
 9 injunctive or declaratory relief.”).

10 The Court is not unsympathetic to Pate’s situation, but injunctive relief is not
 11 available to remedy past harm, as Pate desires. Ultimately, Pate may be entitled to damages
 12 for his claims against the NAIA, *see id.*, but he has not met his burden to show that he has
 13 standing to pursue injunctive relief, *Bates*, 511 F.3d at 985; *Scott*, 306 F.3d at 655.

14 Accordingly,

15 **IT IS ORDERED** that Pate’s motion for a TRO and preliminary injunction (Doc. 3)
 16 is **denied**.

17 **IT IS FURTHER ORDERED** that the NAIA shall answer or otherwise respond to
 18 the Complaint within **14 days** of this Order, unless Pate moves to amend his Complaint or
 19 obtains the NAIA’s written consent to file an amended complaint on or before that date.⁵

20 Dated this 20th day of October, 2025.

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23 
 24 Honorable Sharad H. Desai
 25 United States District Judge
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28 ⁵ At oral argument, Pate indicated that he intends to amend his complaint to add additional parties.