

**IN THE CIRCUIT COURT OF DEKALB COUNTY, ALABAMA****JEREMY PRUITT,**

Plaintiff,

vs.

CIVIL ACTION NO. CV-2025-_____

NATIONAL COLLEGIATE ATHLETIC ASSOCIATION; DEFENDANT ONE, whether singular or plural, Plaintiff hereby intending to designate that entity or those entities, including persons, whose negligence, wantonness, or other wrongful conduct caused or contributed to the damages set forth in Plaintiff's complaint; **DEFENDANT TWO**, whether singular or plural, Plaintiff hereby intending to designate that entity or those entities, including persons, who breached the duty of care owed the Plaintiff in the investigation, disciplinary process and application of NCAA precedent which caused damages as set forth in Plaintiff's complaint; **DEFENDANT THREE**, whether singular or plural, Plaintiff hereby intending to designate that entity or those entities, including persons, who wrongfully and intentionally interfered with Plaintiff's prospective business relationships which caused damages as set forth in Plaintiff's complaint; **DEFENDANT FOUR**, whether singular or plural, Plaintiff hereby intending to designate that entity or those entities, including persons, who or which acted in such a manner as to amount to a legal conspiracy, acting in concert with others to accomplish and commit wrongful conduct which caused damages as set forth in Plaintiff's complaint; **DEFENDANT FIVE**, whether singular or plural, Plaintiff hereby intending to designate that entity or those entities, including persons, who or which acted in concert with the National Collegiate Athletic Association and University of Tennessee to act in bad faith breach of contract, which caused damages as set forth in Plaintiff's complaint; **DEFENDANT SIX**, whether singular or plural, Plaintiff hereby intending to designate that entity or those entities, including persons,

vicariously responsible for the acts and/or omissions of the National Collegiate Athletic Association or other Fictitious Parties; **DEFENDANT SEVEN**, whether singular or plural, Plaintiff hereby intending to designate that entity or those entities, including persons, responsible for the legal wrongs complained of in the Complaint; and **DEFENDANT EIGHT**, whether singular or plural, Plaintiff hereby intending to designate that entity which is the correct legal description of the entity described or referred to as The National Collegiate Athletic Association. Plaintiff avers the identity of the fictitious party Defendants is unknown at this time, or if their names are known, their identity as proper party Defendants is not known to the Plaintiff and their true names will be substituted by amendment when ascertained.

Defendants.

COMPLAINT

INTRODUCTION

1. Time and time again, the National Collegiate Athletic Association (“NCAA”) has proven itself unwilling to solve the problems and issues facing collegiate athletics, student athletes, and their coaches. The result has been chaos, lengthy investigations, unequal treatment, and arbitrary penalties among member institutions, athletes, and coaches. Since its inception, the NCAA has prided itself on building a multi-billion-dollar empire on the backs of student athletes. At every turn, the NCAA has operated to deny coaches and student athletes equal treatment under the rules.

2. Jeremy Pruitt is one of the coaches who has been subject to an unfair, wrongful, and inconsistent NCAA investigation and ruling with potentially career-ending penalties. The NCAA conspired with the University of Tennessee (“UT”) and others to make Jeremy the sacrificial lamb for conduct that long preceded his tenure at UT.

3. On January 18, 2021, the University of Tennessee provided Jeremy with a notice of intent to terminate his position as head coach of the UT football program. The firing occurred with the Chancellor of UT admitting, “Jeremy, we know you haven’t done anything wrong.” That notice began a multi-year investigatory process leading to a farcical hearing that was intended—at least in theory—to determine whether Jeremy engaged in any significant violation of NCAA rules. In reality, neither the NCAA nor the University of Tennessee had any actual intent to determine the truth of the allegations. With a direct financial stake in the outcome, and in the face of a glaring conflict of interest, the NCAA empowered the University of Tennessee to *use its own attorneys* to investigate the University, including Pruitt, and to determine the scope of the investigation into alleged rules violations during Coach Pruitt’s tenure as head coach. UT had a vested interest in the pre-determined outcome of the one-sided “investigation,” so that it could justify its failure to pay Jeremy the millions of dollars due under his buyout and other incentives stipulated in his contract. The investigation was intentionally limited to avoid examining historical misconduct at UT, which long preceded Jeremy and was hidden from him.

4. The inequities throughout the NCAA’s investigatory process continued into its hearing on the allegations against Jeremy. The NCAA hearing panel intentionally applied the wrong standard and burden of proof to the evidence; told Jeremy’s counsel to limit his presentation; and shortened a process that was more concerned with financial convenience than procedural fairness. The NCAA effectively established a tribunal designed to reach a predetermined conclusion: Jeremy would be blamed, the University of Tennessee would be commended, and UT would have cover for its decision to avoid paying Jeremy his just compensation.

5. The NCAA issued its decision against UT and Jeremy on July 14, 2023. It provided one of its high-profile football programs protection by allowing UT to pay the NCAA what otherwise would have gone toward Jeremy's severance obligations. Meanwhile, it scapegoated Jeremy by escalating what should have been classified as Level III violations to a punitive, 6-year show cause penalty. Jeremy has been unable to procure employment as a college football coach ever since.

PARTIES

6. Plaintiff Jeremy Pruitt is an adult resident citizen of the State of Alabama, residing in DeKalb County, Alabama.

7. Defendant National Collegiate Athletic Association ("NCAA") is an unincorporated association made up of member institutions, including at least ten member institutions in the State of Alabama.

8. Fictitious Defendants One through Eight are those persons and entities that are otherwise unknown but whose wrongful actions contributed, combined and concurred to injure Jeremy Pruitt, as more particularly defined in the caption above.

JURISDICTION AND VENUE

9. The Court has subject-matter jurisdiction under Alabama Code § 12-11-30(1).

10. Venue is proper in DeKalb County, Alabama, under Alabama Code § 6-3-2(a)(3).

STATEMENT OF FACTS

11. Jeremy was a successful college football coach. He grew up in Rainsville, Alabama, the son of a high school football coach. He played collegiate football at Middle Tennessee State University and The University of Alabama before beginning his career

coaching high school football beside his father. After making a name as an assistant coach at Hoover High School, Jeremy was hired as an assistant by the University of Alabama. He rose through the ranks and served as Defensive Coordinator for Florida State University in 2013, the University of Georgia in 2014 and 2015, and then back to the University of Alabama in 2016 and 2017.

12. Through his successes, Jeremy established himself as one of the best defensive coordinators in college football. He served on teams that won five National Championships. During Jeremy's career, he was involved in recruiting numerous high-profile recruits who were sought by virtually every school in America. He was never accused of illegal or improper conduct at any time prior to his time at the University of Tennessee, an important fact which the NCAA Committee on Infractions ignored.

13. In December 2017, UT hired Jeremy as its head football coach. Less than one week after being hired, Pruitt discovered that payments were being made to some players. At the time, NCAA rules precluded those payments, even though court cases had already called into serious question whether such payments could be prohibited.

14. Pruitt immediately reported what he learned to the Athletic Director, Phillip Fulmer. The Athletic Director told Pruitt that "he would handle it" and deal with the University's Compliance Department, which was charged with ensuring that the University of Tennessee was complying with NCAA rules.

15. After his termination from the University, Jeremy learned that one or more individuals in the UT Athletics Department or boosters had systematically engaged in making payments to players at a time when NCAA rules did not allow such payments. It is believed persons within the UT Athletics Department solicited and received money from high profile

businessmen and alumni to fund the clandestine payments to the players. Jeremy was unaware of this activity during his tenure at UT. It is believed UT intentionally hid the scheme from Jeremy based on Jeremy's willingness to report violations—like he did to Fulmer within his first week of coaching at UT.

16. The specific individuals within the Athletics Department or boosters who coordinated these benefits, or “fix-it” men, will be identified during the discovery process. Of critical importance, they were never identified or pursued during the NCAA “investigation” because UT, through its control of the investigatory process, kept these facts to itself.

17. After Jeremy was hired, he proceeded to turn UT's program around in the 2018 and 2019 seasons. Under his leadership, the University of Tennessee football team ended the 2019 season on a six-game winning streak, including a victory in the Gator Bowl.

18. Because of his success, the University of Tennessee offered Jeremy a contract extension in January of 2020. Jeremy negotiated raises for assistant coaches, received commitments to improve the facilities, and in September of 2020, accepted the extension.

19. Jeremy's contract with Tennessee entitled him to receive compensation if he were to be terminated prior to the end of the contract term. The contract also allowed the University to avoid paying this amount if Jeremy were to be terminated “for cause.”

20. The 2020 football season was the COVID season. After a 2-0 start, the Tennessee football team was ravaged by COVID. Playing with a decimated roster, Tennessee had a losing season.

21. In November 2020, rumors began to spread that the NCAA was investigating the University of Tennessee football program for violations.

22. On January 18, 2021, just four months after signing an extension, the University of Tennessee fired Jeremy. At the meeting when his employment was terminated, the Chancellor specifically told Jeremy that the University knew he “did nothing wrong.” Yet, UT still fired him “for cause” to avoid the severance package he had been promised.

23. During the NCAA’s investigation, it permitted the University of Tennessee to use *its own attorneys* to investigate *its own misconduct*. These investigators had a clear conflict of interest and incentive to steer the investigation away from UT’s misconduct. Ultimately, UT’s attorneys created the report upon which the NCAA Committee on Infractions would base its decision. This report was necessarily tainted, as it was predicated on an investigation that clearly did not seek to identify the source of the payments at issue in the allegations and blatantly ignored certain misconduct that could not possibly point back to Jeremy.

24. The NCAA also allowed the investigators to limit the scope of the investigation. For example, the investigation did not go further back in time than September 2018. This timeline was a deliberate choice, because by September 2018 holdover staff members from before Jeremy’s tenure at UT were gone—meaning nothing could point back to other responsible parties. Efforts to expand the inquiry to show that violations of the rules had existed long before Jeremy came to Tennessee were not permitted. Whenever the witnesses’ answers led to persons other than Jeremy or anyone under his purview, the investigators would inexplicably and repeatedly stop those lines of questions. The investigation proceeded with this limited scope for the purpose of scapegoating Jeremy yet protecting the University of Tennessee and its unidentified “fix-it” men.

25. Much of the investigation and prosecution directed at Jeremy took place while Jeremy was residing in Alabama. Jeremy moved back home to DeKalb County in May 2022,

and the NCAA issued its Notice of Allegation a few months later, in July 2022. Additionally, certain allegations that were the subject of the NCAA's investigation involved individuals being recruited from the State of Alabama. It is believed the NCAA's investigation included interviews of these former recruits and/or their coaches in Alabama.

26. The pervasive bias in the NCAA disciplinary process became even more apparent at the Committee on Infractions "hearing" on April 19–20, 2023.

27. The NCAA's process, including the "investigation" and the Committee on Infractions' "hearing," was not a search for the truth in any form. It was a sham created by the NCAA to promote a narrative of "equal and fair application of rules to all schools." As the NCAA presents it to the public, the "hearing" is an inquiry where persons with impeccable credentials weigh the evidence and reach a just outcome of the application of the rules applied uniformly to all schools, student athletes, and coaches. In reality, while the people who serve on the Committee on Infractions have impeccable credentials, the process created, designed, and implemented by the NCAA is horribly flawed, biased, and produces random results. The Committee cannot possibly reach a fair, unbiased determination because, among other things:

a. Its members do not actually hear from witnesses under oath in a setting where their testimony can be tested. The Committee takes unsworn interviews or statements from the investigation that is handed to them from the school's investigators. There is no cross-examination. Members of the Committee cannot observe these witnesses' demeanor or explore their motive to offer truthful or false information. This is not evidence at all but rank hearsay.

b. The scope of the information put before the Committee is determined by the "investigators" hired and paid by the subject school. The school defines the scope and extent of

the “investigation,” allowing the school to promote and shape a narrative to serve its own interest in responding to allegations of rules violations by the NCAA.

c. Requests to the NCAA for student athletes, coaches, and school employees to be granted immunity are arbitrary and subject to the whims of the NCAA. In Coach Pruitt’s case, the two principal allegations against him were from mothers of students who wanted to transfer from UT. These students could have been ruled ineligible without their “cooperation.” So, these witnesses had an incentive to provide the testimony sought by UT to support its decision to fire Jeremy for cause, avoid his buyout, and pin any NCAA sanctions on him.

d. Precedent from the NCAA’s prior rulings may be ignored, the end result being a random standard as to the burden of proof. For example, when a witness changes his story multiple times—or has a direct incentive to meet the narrative suggested by the lawyer taking the statement—some coaches and schools have had their allegations disappear. In Jeremy’s case, however, the NCAA doubled down.

28. In Jeremy’s case, the Committee on Infractions set aside three days for its hearing. At the end of the first day, the Committee asked the University of Tennessee how much bowl revenue it had received during the preceding year. Representatives of the University responded that they would obtain that information. On the second morning, UT reported to the Committee that the number was approximately \$8,500,000. The Committee asked if the University would pay a fine of \$9,000,000 to resolve the allegations against it. The University representatives replied yes, and the “hearing” was essentially over. From that point on, Jeremy’s counsel was instructed to move the hearing along and was not permitted to present all of the materials prepared for Jeremy’s defense. By the middle of the second day, the “three day” hearing was over.

29. It is believed discussions took place outside Jeremy or his counsel's presence between the University of Tennessee and the NCAA to reach a resolution that scapegoated Jeremy, yet commended the school for its "exemplary cooperation," calling it "the model all institutions should strive to follow." Indeed, the University agreed early on to admit to unproven allegations, so long as the case was processed quickly and quietly.

30. The "fine" to be paid by the University of Tennessee was actually nothing more than a portion of the severance owed to Jeremy. By blaming Jeremy, Tennessee could justify firing him "for cause," which had allowed the University to avoid paying the contractually agreed upon sum for his termination—resulting in roughly \$3.5 million in savings for UT.

31. On July 14, 2023, the Committee on Infractions handed down its report and punishment against Jeremy. Among other erroneous rulings, the Committee found that Coach Pruitt made two cash payments to the mothers of players—one for \$6,000 and another for \$3,000. Yet the evidence supporting those allegations was so sparse as to be absurd.

32. The evidence against Jeremy was a farce. The only evidence supporting the \$3,000 payment was the investigators' *second* interview with the mother who allegedly received the payment. In the first interview, the woman denied receiving payment from Jeremy. She later changed her story, making her inherently unreliable. Conveniently, the mother's *second* story supported UT's narrative. Supposedly, she met with Coach Pruitt between 9:00 and 11:00 AM on January 11, 2019, in Knoxville. Magically, she was transported to Memphis by 2:00 PM, the time stamped on the bank deposit record the NCAA used to support the finding and punishment. Further, the deposit that day was for \$5,100, not \$3,000. None of the surveillance videos from UT's football offices, phone records, nor text messages show any contact between the woman and Coach Pruitt. Although the Committee on Infractions has

routinely rejected allegations where the evidence is conflicting, mischaracterized, or insufficient, *those precedential rulings and the exculpatory evidence were effectively ignored.*

33. Similarly, the only evidence supporting the \$6,000 payment was the mother's vague recollection that *Jeremy's wife* had provided cash to assist her with purchasing a car. When that allegation was fairly tested and probed, the inconsistencies and discrepancies multiplied. After first denying having spoken with anyone at UT, including Coach Pruitt, about a car, the witness (following prompting from UT's attorneys) changed her testimony. Phone records confirm that Coach Pruitt and the mother never spoke the entire month of November 2018, when the conversation supposedly took place. Most troubling of all, the witness could not even commit that Jeremy provided her the alleged \$6,000 as opposed to someone else.

34. At the same time, the NCAA Committee ignored the fact that the mothers of these players were seeking to transfer to a different school and had to be in good standing with UT to effectuate the transfer. Considering the multitude of inconsistencies, lack of corroborating evidence, and failure to meet the required burden of proof, there can be only one reasonable conclusion: the NCAA had an outcome determined before evaluating the evidence rather than actually weighing the credibility of the evidence.

35. The Committee also inexplicably found Jeremy had "failed to cooperate" with the investigation, when in reality his efforts to help investigators had been rebuffed. Ironically, Coach Pruitt's "failure to cooperate" was predicated on his denying any involvement with the payments described above. This finding is an allegory for the overall absurdity of the NCAA's disciplinary process. Jeremy was punished simply for denying the wrongdoing that had been alleged against him.

36. One of the punishments levied by NCAA was a six-year “show cause” penalty based in part upon the alleged \$3,000 and \$6,000 cash payments. A “show cause” penalty is one of the most severe sanctions that can be handed down against a coach. Under that penalty, any member school must seek permission from the NCAA to hire the coach. The “show cause” order is specifically designed to dissuade member schools from hiring a coach under the threat of punishment and increased scrutiny.

37. The threat of sanctions and the show cause order have had the desired effect. Jeremy has been approached about coaching opportunities at multiple colleges and universities, at least two of which are in the State of Alabama, only to be ultimately turned down as a result of the NCAA’s actions.

38. Against this backdrop, the authority of the NCAA to enforce the very rules at issue in Jeremy’s disciplinary action was being severely challenged and eroded. In 2015, in *O’Bannon v. NCAA*, 802 F.3d 1049 (9th Cir. 2015), the Ninth Circuit Court of Appeals held that the NCAA’s restrictions on the ability of student-athletes to earn money from their “name, image, and likeness” violated anti-trust laws. Then, in 2021, in *NCAA v. Alston*, 594 U.S. 69 (2021), the United States Supreme Court squarely held the NCAA’s anti-benefit rules are subject to anti-trust scrutiny, and certain of those rules violate anti-trust law. Once certain states—including Tennessee—opened NIL markets, the NCAA was forced to abandon many of its anti-benefit rules. In short, the NCAA applied rules against Jeremy in 2023 that had been essentially abolished in 2021 by the United States Supreme Court ruling.

39. In fact, shortly after the hearing before the Committee on Infractions, the State of Tennessee sued the NCAA and successfully obtained a legal ruling that prohibited the NCAA from using its rules to prohibit NIL or inducements of any kind to go to players.

40. The NCAA punished Pruitt for something that is no longer illegal. At the time of the hearing and punishment, the NCAA knew that the rules it was purporting to enforce were effectively made invalid by ruling of the United States Supreme Court. Jeremy Pruitt may be the last coach in America to be punished for impermissible player benefits.

COUNT I
NEGLIGENCE

41. Plaintiff repeats and realleges each and every allegation in the preceding paragraphs as if described fully herein.

42. The NCAA and Fictitious Defendants One through Eight owed Plaintiff a duty of reasonable care in conducting its investigation, disciplinary process, and application of NCAA precedent against him.

43. The NCAA and Fictitious Defendants One through Eight negligently breached its duty of reasonable care to Plaintiff by, among other things:

- a. Empowering the University of Tennessee to select its own attorneys to investigate itself and Jeremy, creating a clear conflict of interest;
- b. Allowing the investigation to be limited—this protected the UT Athletic Department and others in an essential coverup of misconduct and wrongfully placed blame on Coach Pruitt;
- c. Intentionally and knowingly applying an erroneous and improper standard in weighing the evidence, the net effect of which was to allow a life-altering punishment with less than the required burden of proof;
- d. Limiting the investigation and prosecution to exclude any facts that tend to show misconduct prior to Jeremy's time as head coach and outside his chain of authority;
- e. Punishing Jeremy for allegations for which no reasonable person could find him guilty;
- f. Punishing Jeremy for actions that, by the NCAA's own admission through its rule changes, are neither illegal nor wrongful;
- g. Acting in bad faith in concert with UT to promote the University's self-preservation interest at the expense of Jeremy's career; and
- h. Through other acts of omission and commission.

44. The NCAA and Fictitious Defendants Numbered One through Eight are liable for any and all of these negligent acts and/or omissions, which are the direct and proximate cause of damages suffered by Jeremy. It is more likely than not that Jeremy's lost wages and future lost wages will exceed One Hundred Million Dollars. The negligence and/or wrongful conduct of the NCAA and Fictitious Defendants Numbered One through Eight combined and concurred with others to proximately cause the injuries and damages suffered by Jeremy, making them jointly and severally liable.

45. As a direct and proximate result of the negligence of the NCAA and Fictitious Defendants Numbered One through Eight, Jeremy Pruitt was caused to suffer the following damages:

- a. Lost wages and other compensation;
- b. Future lost wages and other compensation;
- c. Damage to his reputation;
- d. Emotional distress and mental anguish; and
- e. Other compensatory damages.

WHEREFORE, Jeremy Pruitt demands judgment against the NCAA and Fictitious Defendants Numbered One through Eight for compensatory damages in an amount the jury deems just under the circumstances.

COUNT II
WANTONNESS

46. Plaintiff repeats and realleges each and every allegation in the preceding paragraphs as if described fully herein.

47. The NCAA and Fictitious Defendants One through Eight owed Plaintiff a duty of reasonable care in conducting its investigation, disciplinary process, and application of NCAA precedent against him.

48. The NCAA and Fictitious Defendants One through Eight consciously, and intentionally, with reckless indifference to the consequences, conducted its disciplinary process, investigation, and application of NCAA precedent against Plaintiff, without due process, and in a manner intended to reach an inequitable result, as more fully explained above.

49. The NCAA and Fictitious Defendants One through Eight wantonly breached its duty of reasonable care to Plaintiff by, among other things:

- a. Empowering the University of Tennessee to select its own attorneys to investigate itself and Jeremy, creating a clear conflict of interest;
- b. Allowing the investigation to be limited—this protected the UT Athletic Department and others in an essential coverup of misconduct and wrongfully placed blame on Coach Pruitt;
- c. Intentionally and knowingly applying an erroneous and improper standard in weighing the evidence, the net effect of which was to allow a life-altering punishment with less than the required burden of proof;
- d. Limiting the investigation and prosecution to exclude any facts that tend to show misconduct prior to Jeremy's time as head coach and outside his chain of authority;
- e. Punishing Jeremy for allegations for which no reasonable person could find him guilty;
- f. Punishing Jeremy for actions that, by the NCAA's own admission through its rule changes, are neither illegal nor wrongful;
- g. Acting in bad faith in concert with UT to promote the University's self-preservation interest at the expense of Jeremy's career; and
- h. Through other acts of omission and commission.

50. The NCAA and Fictitious Defendants Numbered One through Eight are liable for any and all of these wanton acts and/or omissions, which are the direct and proximate cause of damages suffered by Jeremy. It is more likely than not that Jeremy's lost wages and future lost wages will exceed One Hundred Million Dollars. The wanton and/or wrongful conduct of the NCAA and Fictitious Defendants Numbered One through Eight combined and concurred with others to proximately cause the injuries and damages suffered by Jeremy, making them jointly and severally liable.

51. As a direct and proximate result of the wantonness of the NCAA and Fictitious Defendants Numbered One through Eight, Jeremy Pruitt was caused to suffer the injuries and damages as set forth in Paragraph 45 above.

WHEREFORE, Jeremy Pruitt demands judgment against the NCAA and Fictitious Defendants Numbered One through Eight for compensatory and punitive damages in an amount the jury deems just under the circumstances.

COUNT III
TORTIOUS INTERFERENCE WITH EXISTING
AND PROSPECTIVE BUSINESS RELATIONSHIPS

52. Plaintiff repeats and realleges each and every allegation in the preceding paragraphs as if described fully herein.

53. Plaintiff had prospective business relationships in the form of other coaching jobs.

54. The NCAA and Fictitious Defendants One through Eight knew about Plaintiff's prospective business relationships.

55. The NCAA and Fictitious Defendants One through Eight is and would be a stranger to the employment relationship between Plaintiff and the universities, colleges, and other institutions that would have otherwise hired Coach Pruitt to coach football.

56. The NCAA and Fictitious Defendants Numbered One through Eight wrongfully and intentionally interfered with Plaintiff's prospective business relationships through the inequitable and procedurally and substantively deficient investigation, disciplinary process, and application of NCAA precedent described above, which resulted in the show cause order that has prevented Plaintiff from obtaining a collegiate coaching position.

57. As a direct and proximate result of the wrongful and intentional actions of the NCAA and Fictitious Defendants Numbered One through Eight, Jeremy Pruitt was caused to suffer the injuries and damages as set forth in Paragraph 45 above.

WHEREFORE, Jeremy Pruitt demands judgment against the NCAA and Fictitious Defendants Numbered One through Eight for compensatory and punitive damages in an amount the jury deems just under the circumstances.

COUNT IV
CONSPIRACY

58. Plaintiff repeats and realleges each and every allegation in the preceding paragraphs as if described fully herein.

59. The NCAA and Fictitious Defendants Numbered One through Eight conspired with others to scapegoat and blame Jeremy Pruitt for allegations and misconduct, which he did not commit, through the unlawful means described above. The effect was to deprive him of coaching opportunities and caused the damages previously described.

60. The NCAA and Fictitious Defendants Numbered One through Eight and others performed this conspiracy wantonly, willfully and with malice.

61. As a direct and proximate result of the wrongful and intentional actions of the NCAA and Fictitious Defendants Numbered One through Eight, Jeremy Pruitt was caused to suffer the injuries and damages as set forth in Paragraph 45 above.

WHEREFORE, Jeremy Pruitt demands judgment against the NCAA and Fictitious Defendants Numbered One through Eight for compensatory and punitive damages in an amount the jury deems just under the circumstances.

COUNT V
BAD FAITH

62. Plaintiff repeats and realleges each and every allegation in the preceding paragraphs as if described fully herein.

63. Plaintiff's contract with the University of Tennessee carried with it an implied covenant of good faith and fair dealing.

64. The NCAA and Fictitious Defendants Numbered One through Eight conspired with the University of Tennessee to breach its contractual obligations to Jeremy in bad faith by, among other things, enabling UT to investigate itself and dictate the scope of the investigation, then reaching an agreement with UT to allow it to buy itself out of penalties, leaving the NCAA free to place all blame for the University's NCAA violations on Coach Pruitt.

65. The NCAA, Fictitious Defendants One through Eight, and the University of Tennessee took these actions with the express purpose of unlawfully depriving Plaintiff of the benefits he was due under his employment contract with the University of Tennessee.

66. As a direct and proximate result of the wrongful and intentional actions of the NCAA and Fictitious Defendants Numbered One through Eight, Jeremy Pruitt was caused to suffer compensatory damages, as described in paragraph 45 above.

WHEREFORE, Jeremy Pruitt demands judgment against the NCAA and Fictitious Defendants Numbered One through Eight for compensatory and punitive damages in an amount the jury deems just under the circumstances.

COUNT VI
FICTITIOUS DEFENDANTS

67. Plaintiff repeats and realleges each and every allegation in the preceding paragraphs as if described fully herein.

68. This Count of the Complaint is a fictitious party count. The Defendants liable under this Count are those Defendants who or which are liable to the Plaintiff under any theory of law advanced in the Complaint or in any amended complaint, and include those Defendants which Plaintiff has attempted to describe in the style or caption of the Complaint. These Defendants are otherwise unknown at this time but will be added by amendment when ascertained.

WHEREFORE, Jeremy Pruitt demands judgment against fictitious party Defendants Numbered One through Eight for such compensatory and punitive damages, in an amount to be determined by a jury, including interest and costs incurred in this action, and for further relief as determined by this Court.

Respectfully submitted this the 26th day of March, 2025.

/s/ David W. Holt
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JURY DEMAND

Under Alabama Rule of Civil Procedure 38, Jeremy Pruitt demands a trial by jury on all issues triable by a jury.

/s/ Joseph M. Cloud

Of Counsel

DEFENDANT TO BE SERVED VIA CERTIFIED MAIL:

**National Collegiate Athletic Association
c/o Charlie Baker, President
P.O. Box 6222
Indianapolis, IN 46206**