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IN THE CHANCERY COURT OF LAFAYETTE COUNTY
STATE OF MISSISSIPPI

TRINIDAD CHAMBLISS PETITIONER

versus Cause No. 26-17

NATIONAL COLLEGIATE ATHLETIC ASSOCIATION RESPONDENT

PETITION FOR PRELIMINARY AND PERMANENT INJUNCTIVE RELIEF AND DECLARATORY JUDGMENT

COMES NOW Petitioner, Trinidad Chambliss, by and through undersigned counsel, and files this Petition for grant of Preliminary and Permanent Injunctive Relief and for entry of a Declaratory Judgment against Respondent, the National Collegiate Athletic Association, as follows:

Introduction

1. This action arises from the National Collegiate Athletic Association's ("NCAA") bad-faith, unreasonable, and arbitrary decision to deny Trinidad Chambliss ("Trinidad") the opportunity to complete in the upcoming 2026-2027 college football season at the University of Mississippi ("Ole Miss").

2. To date, Trinidad has only competed in three countable seasons of college football. Trinidad played quarterback at Ferris State University ("Ferris State") in the fall 2023 and fall 2024 football seasons. He transferred to Ole Miss in 2025 and played quarterback for Ole Miss in the fall 2025 football season. The NCAA, in violation of its own bylaws and policies, is denying Trinidad the opportunity to compete as a student-athlete in fall 2026 – his final, and *only fourth,* college football season.

3. Trinidad first enrolled at Ferris State in the fall of 2021, but medical and physical incapacity prevented his ability to adequately train and condition and develop athletically. Ferris State "redshirted" Trinidad in 2021-2022. Trinidad's debilitating medical conditions worsened and likewise prevented him from competing in any collegiate football contest or game for Ferris State in the fall of 2022. Obviously, Trinidad's medical conditions, which rendered him incapable of competing in any game during these years, were beyond his or Ferris State's control.

4. As a Division II student-athlete at Ferris State, and now Division I student-athlete at Ole Miss, Trinidad is involuntarily governed and controlled by NCAA rules, bylaws and policies which he has no right to accept or reject. Under the NCAA's framework, Trinidad has no voice or even a right to directly petition the NCAA for relief. The fate of student-athletes under NCAA rules hinges on requests made by the NCAA's member institutions, *e.g.,* Ole Miss, rather than the student-athlete himself.

5. Yet, the NCAA is a private voluntary association which is not beyond the reach of law or principles of equity. Its rules, agreed to by the NCAA and its member institutions, constitute a contract.[1] Trinidad is a third-party beneficiary of such contract, which is made clear by the NCAA' Constitution which expresses its "commit[ment] to the well-being and development of student-athletes." Indeed, the NCAA pledges to evaluate the eligibility of student-athletes based on the "totality of the circumstances" and to reach outcomes that consider "the well-being of the involved student-athlete" and "maintain[ ] fairness."

6. In Trinidad's case, the NCAA failed in its mission to foster his well-being and development as a student-athletes. The mechanisms (*i.e.,* waiver rules) for granting Trinidad an

[1] The contracts in issue in this action are the NCAA Constitution and the NCAA Division I and Division II Bylaws, voluminous documents which are publicly available at https://ncaapublications.com. Said contractual documents are incorporated in this Petition by reference.

additional year of eligibility - so that he has the opportunity to compete in four years of college football – are available and within the NCAA's control. Despite the duty of good faith and fair dealing it owes to Trinidad, the NCAA insists on considering the evidence in Trinidad's case in an isolated, rather than comprehensive, manner; interpreting its rules to impose requirements not contained therein; taking unreasonable if not irrational positions; and acting in an arbitrary and capricious manner in its decision-making and ruling. In its decision-making process, the NCAA even ignores rules favorable to Trinidad, but only because those rules are incompatible with the NCAA's predetermined outcome.

7. As demonstrated herein, the NCAA breached its duty of good faith and fair dealing, *i.e.*, acted in bad faith, depriving Trinidad of his existing and future property interests and entitling him to the equitable relief sought herein. Respectfully, this Court's grant of the requested injunctive and declaratory relief will be consistent with a good-faith application of the NCAA rules, with the NCAA's stated mission to support student-athletes, and with fundamental principles of fairness and fair dealing.

8. Without judicial intervention, Trinidad will be permanently deprived of the culmination of his stellar collegiate athletic career; Ole Miss will lose an important and valuable intercollegiate student-athlete; and broader communities which follow and support Ole Miss athletics, in Mississippi and nationwide, will lose the opportunity to celebrate a player that is essential to the success Ole Miss athletics and to the vast economic benefits which flow therefrom.

Parties

9. Petitioner, Trinidad Chambliss, is an adult citizen of the State of Michigan who is domiciled therein at his address of 3830 Burton Street S.E., Grand Rapids, Michigan 49546.

Since approximately May 1, 2025, Trinidad has attended Ole Miss on an athletic scholarship and participated as an active member of the Ole Miss football team. Trinidad asserts only state law claims in this Petition, none of which are based on or arise under federal law.

10. Respondent, NCAA, is an unincorporated, private association of member colleges, universities, and athletic conferences throughout the United States. The NCAA maintains its principal place of business at 700 W. Washington Street, Indianapolis, Indiana 46206-6222.

11. The citizenship of unincorporated associations such as the NCAA is determined by the citizenship of all of its member institutions, including, without limitation, institutions such as the University of Michigan and Michigan State University which are domiciled in Trinidad's home state of Michigan. *See Staggs v. NCAA,* 2018 WL 4092104, *1 (S.D. Cal. Aug. 28, 2018). Hence, there is no basis for removal of this action to federal district court on the ground of diversity of citizenship.

Jurisdiction and Venue

12. This Court has full jurisdiction over all matters in equity, including petitions seeking injunctive relief. *MS Const. Art.* 6, § 159; *Mississippi High Sch. Activities Ass'n, Inc. v. Hattiesburg High Sch.,* 178 So.3d 1208, 1209 (Miss. 2015) (injunctive relief is within the jurisdiction of chancery courts).

13. Pursuant to *Miss. Code Ann.* § 13-3-57, this Court has *in personam* jurisdiction over the NCAA because it transacts business within the State of Mississippi, including through the organization of intercollegiate athletic competitions, and Trinidad's cause of action arose from the NCAA's transaction of business within Mississippi.

14. Venue is proper in Lafayette County, Mississippi under *Miss. Code Ann.* § 11-5-1 because the personal property interest which Trinidad seeks to secure, *i.e.,* his eligibility to participate in intercollegiate athletics at the University of Mississippi, is situated in Lafayette County, and because Trinidad's cause of action arose in Lafayette County.

Underlying Facts

A. Pertinent Medical History

15. Trinidad, born August 24, 2002, is twenty-three (23) years old. The cascade of medical illnesses which plagued Trinidad began in June 2017, when he was fifteen (15) years old, and did not fully resolve until surgical intervention in December of 2024.

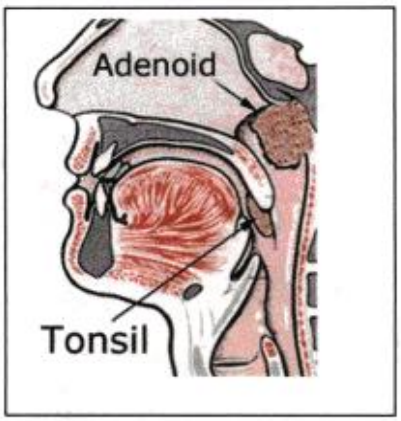
16. In June of 2017, Trinidad was exposed to the Epstein-Barr virus ("EB virus") and contracted infectious mononucleosis – noteworthy because Trinidad later experienced an atypical recurrence of the disease. The worst symptoms of mononucleosis takes weeks or sometime months to resolve, but the EB virus remains in the human body indefinitely. After initial recovery, most patients do not experience a recurrence of mononucleosis - the body's immune system keeps the virus dormant and inactive. In the rare instances where symptoms of mononucleosis do recur, recurrence of the disease is indicative of a weakened immune system.

17. The virus lay dormant in Trinidad until May 4, 2020. Then 17 years old, he was again diagnosed with infectious mononucleosis. His symptoms included fever, nausea, loss of appetite, muscle weakness, and breathing difficulties, and fatigue. Fatigue is the overriding symptom of mononucleosis, and its effects can last for months. For Trinidad, the symptoms he experienced from this second bout of mononucleosis were much severe and debilitating than the first, so much so that he experienced significant swelling of the tissues of his neck, throat, and nasal cavities.

18. Tonsils, located on both sides of the back of the throat, serve as a crucial part of the body's immune system, helping to trap pathogens which enter through the mouth and activating the body's immune responses.

19. Adenoids, located in the back of the naval cavity, are also part of the body's immune system and help to trap germs that enter the body through the nose.

20. The adjacent diagram fairly and accurately depicts the anatomical position of the tonsils and adenoids. Notably, these glands are positioned in the body at locations which present the potential for blockage or obstruction of the throat and nasal cavities, the body's respiratory airways.



21. EB virus and resulting mononucleosis are known causes of tonsillitis and adenoiditis, conditions in which the tonsils and adenoids become enlarged and inflamed by B-cells (B-lymphocytes) and T-cells (T-lymphocytes) which exude from these tissues and travel from other parts of the body to fight the virus. When this tissue enlargement or inflammation becomes long-term, it is medically considered to be chronic tonsillitis and adenoiditis. Chronic tonsillitis and adenoiditis can result in significant complications, including but not limited to, chronic sinus congestion or infection and obstructive sleep apnea.

22. In the middle of his senior year in high school, and shortly after convalescing from his second bout of mononucleosis, Trinidad presented to his physician on December 31, 2020 with complaints of fatigue, nasal congestion, and loss of taste and smell. He tested positive for the COVID-19 virus. As the medical world now knows, the long-term complications of COVID-19 – extreme fatigue, respiratory issues manifesting as shortness of breath,

cardiovascular symptoms such as irregular heartbeat, and neurological symptoms such as headaches and dizziness – may persist for months or even years. COVID-19, a viral infection, can also cause viral pharyngitis and tonsillar inflammation.

23. COVID-19 was likely the cause of a health scare which Trinidad experienced on March 8, 2021. After physical exertion in a basketball game, Trinidad presented at a local emergency room with complaints of chest pain, heart palpitation, shortness of breath, and dizziness. Thankfully, his cardiac and lung examinations were normal, but he was required to wear a heart monitor for seven (7) days to isolate whether his symptoms were related to COVID-19 or to any yet undiscovered cardiovascular issues.

24. Upon discharge from the emergency room, Trinidad was prescribed Montelukast, a drug commercially sold as Singulair. Singulair is a strong medication prescribed primarily for asthma patients, but it is also prescribed to patients who experience exercise-induced bronchoconstriction and respiratory distress. Antihistamines, such as Claritin, are over-the-counter drugs comparable to Singulair.

25. Trinidad's tonsillitis and adenoiditis persisted even after he enrolled at Ferris State in late summer of 2021. He continued to experience recurrent incidents of swelling, inflammation, and infection of his tonsils and adenoids. Upon presenting to his regular physician for treatment of an upper respiratory infection on July 26, 2002, she noticed that his tonsils and adenoids were significantly enlarged. He was referred to Dr. Anthony Howard, a board-certified otolaryngologist (ENT) in Grand Rapids, Michigan for consultation regarding the hypertrophy of his tonsils.

26, Dr. Howard examined Trinidad on August 1, 2022, immediately before his return to Ferris State for the fall 2022 football season, Dr. Howard's medical records of that date reflect

a history of recurrent tonsil infections following mononucleosis in December of 2020 and note Trinidad's complaints of upper respiratory distress, sore throat, snoring, and shortness of breath. After physical examination, Dr. Howard wrote: "[t]onsils show 3+ bilaterally and are exophytic," meaning that Trinidad's tonsils were substantially enlarged with fleshy protrusions emanating from his tonsil tissue. Dr. Howard diagnosed Trinidad with *chronic* tonsillitis and adenoiditis and adenotonsillar hypertrophy.

27. For purposes of describing their degree enlargement, tonsils are graded according to their size. Grade zero (0) tonsils represent tonsils that have been surgically removed, and grade four (4) tonsils are tonsils so large that they actually touch each other at the midline of the mouth. Grade three (3) tonsils obstruct between 51% to 75% of the oropharyngeal airway and are known to cause issues such as snoring, indicative of obstructive sleep apnea, and difficulty swallowing. At a grade of "3+", Trinidad's oropharyngeal airway obstruction was on the higher side of the 51% to 75% range. Airway obstructions of this degree, which impairs the ability to fully and deeply breathe, are consequential to individuals who seek to engage in intercollegiate-level athletics.

28. Noting Trinidad's complaints of throat soreness, snoring, and his reliance on mouth breathing for at least a year, Dr. Howard's August 2022 medical notes emphasize Trinidad's adenotonsillar hypertrophy. Dr. Howard informed Trinidad that this condition would likely cause him to have continued nasal congestion, recurrent illnesses, snoring, and sleep apnea. Dr. Howard's note even mentions the effect these conditions will have on Trinidad's school.

29. Trinidad's chronic tonsillitis, adenoiditis, and adenotonsillar hypertrophy were serious enough in August of 2022 to warrant surgical intervention, which Dr. Howard's

recommended during the August 2022 examination. Trinidad, however, opted for medical management rather than surgery, because his recovery from the surgery would take from six (6) to eight (8) weeks and cause him to miss a significant level of participation on the Ferris State football team.

30. Dr. Howard prescribed more Singulair and added Flonase for medical management of Trinidad's chronic conditions and his adenotonsillar hypertrophy. Flonase, a corticosteroid, is an over-the-counter nasal spray used to reduce nasal congestion and inflammation.

31. Immediately following Ferris State's 2022 football season, Trinidad returned home to Grand Rapids and had a follow-up visit with Dr. Howard on December 21, 2022. On physical examination Dr. Howard found that Trinidad's tonsils remained enlarged and that he continued to suffer from chronic tonsillitis and adenoiditis. Trinidad generally described his status as doing well and without recent tonsil infections. Although Trinidad was not presently suffering from tonsillar infection, his condition of adenotonsillar hypertrophy remained, as noted by Dr. Howard's records which reflect the size of his tonsils as ranging from "2-3+". That is, Trinidad's airways remained compromised despite the then absence of infection.

32. Medical conditions are labeled chronic when they persist over time, even when they wax and wane between periods of painful intensity and relief. Such was the nature of Trinidad's chronic tonsillitis and adenoiditis. In years 2023 and 2024 he consistently took Singulair, or Claritin provided by his mother, and Flonase to battle his symptoms, including recurrent infections. He favored honey-lemon cough drops to ease his often sore throat. Several times, he ruined his mother's laundry by forgetting to remove from his pant pockets the flavored cough drops and lozenges he frequently carried.

33. However, these self-care measures only addressed the recurring symptoms and did not prevent episodes of adenotonsillar swelling and the related respiratory impairment, which Trinidad complained about to his otolaryngologist in November of 2024. His November 20, 2024 medical records reflect a chief complaint of enlarged tonsils, several episodes of pharyngitis over the past year, snoring, and difficulty breathing though the nose. Realizing he had suffered enough, Trinidad opted for surgery at the end of 2024.

34. Dr. Howard's operative note, dated December 30, 2024, memorializes adenotonsillectomy procedure performed on Trinidad under general anesthesia. Trinidad's bilateral tonsils and adenoids were surgically removed. During the procedure, Dr. Howard graded Trinidad's tonsils at "3+ bilaterally" and his adenoids at "2+". Dr. Howard further noted that the tonsils were "cryptic" with "tonsil stones." Cryptic tonsils have deep holes, called crypts, in that trap food particles, mucus, and bacteria which can, and in Trinidad's case did, harden into stones embedded in the crypts.

35. In 2022, and until Ole Miss's 2025 request to the NCAA for an eligibility waiver, Trinidad could not foresee any need to obtain a medical opinion in 2022 relating to his medical and physical incapacity to participate in intercollegiate athletics. Dr. Howard, in his regular practice, treats and records the medical conditions of his patients; he is not in the business of creating records which opine on esoteric issues such as the "incapacity" to play college football. Nevertheless, as Trinidad's treating physician, Dr. Howard's opinions regarding Trinidad's medical conditions and resulting physical limitations are highly relevant, regardless of the date or time period in which his opinions are expressed.

36. In connection with Ole Miss' request for eligibility waiver, Ole Miss obtained an October 14, 2025 written opinion from Dr. Howard which directly addresses Trinidad's

incapacity to participate in the fall 2022 college football season. Portions of Dr. Howard's letter, attached as Exhibit "1" to this Petition, are quoted below:

> The following letter is written by me in my capacity as a board-certified otolaryngologist who has personally treated Trinidad Chambliss since August 2022.
>
> Throughout the 2022 football season and into the 2023 athletic year, he continued to experience recurrent throat infections, poor sleep quality, daytime fatigue, and exercise-related airway discomfort. These symptoms persisted despite appropriate medical therapy, including Singulair and intranasal corticosteroids.
>
> Before surgical intervention, Trinidad experienced frequent episodes of acute tonsillitis marked by sore throat, odynophagia, tonsillar hypertrophy, and infections requiring medical treatment. These episodes led to significant sleep disturbance, decreased daytime energy, and reduced airway comfort with exertion. *Recurrent infections and disrupted sleep are well-recognized factors that impair endurance, conditioning, recovery, and respiratory performance.*
>
> Given the chronicity and documented impact of his symptoms, it is medically reasonable to conclude that chronic tonsillitis and its related complications limited his ability to participate consistently in high-intensity collegiate athletics during the 2022 season. *These health issues affected his availability and performance during conditioning, practice, and game preparation.*
>
> Trinidad underwent a tonsillectomy in 2024, after which his symptoms resolved completely. Since surgery, he has had marked improvement in sleep, airway comfort, and overall health …
>
> *His chronic tonsillitis represents a medically valid basis for hardship consideration as his condition rendered him incapacitated and unable to participate in the 2022 season.*

37. Ole Miss provided Dr. Howard's letter to the NCAA on November 24, 2025, along with letters from Ferris State's Head Football Coach, Tony Annese, and from Ferris State's former Assistant AD of Sports Medicine, Brett Knight, both of which attest to Trinidad's incapacity in 2022. Both letters are attached to this Petition as Exhibits "2" and "3," respectively. Acting in bad faith, the NCAA chose to ignore these statements from a treating medical doctor and other witnesses who have personal knowledge of Trinidad's medical and physical condition during the fall 2022 college football season, and despite these letters and other supporting

medical documentation, the NCAA erroneously and unfairly determined that Trinidad was medically and physically capable of competing in intercollegiate football in the fall of 2022.

38. The evidence, including contemporaneous medical records, is comprehensive and clear – Trinidad Chambliss was not a healthy young man from his senior year of high school through the fall of 2022. He was physically unfit to engage in any meaningful way in the rigors of college football, or even to train and condition himself for game competition. He was burdened with recurrent infections of his tonsil and adenoids, but even in periods when he was free of infection, his adenotonsillar hypertrophy was ever-present, making it difficult for him to fully respirate during high-intensity exertion, disrupting every night's sleep, and leaving him in a state of daily physical fatigue.

B. Collegiate Athletic History

39. On or about February 3, 2021, while still recovering from COVID-19, Trinidad signed a national letter of intent with Ferris State University. Ferris State is in Big Rapids, Michigan, approximately an hour's drive from Trinidad's home.

40. Before reporting to Ferris State in the summer of 2021, Trinidad attempted but found it extremely difficult to train and condition himself for intercollegiate football. After arrival at Ferris State, Trinidad participated in mostly drill work, footwork, and throwing sessions at team practices. He found, thankfully, that practice did not require significant sprint or distance running for the purposes of building stamina and endurance. Trinidad, along with several other quarterbacks rotating in, occasionally quarterbacked the scout team in practices or scrimmages.

41. Trinidad did not play, not even a single snap, in any game which Ferris State played against outside competition in the fall of 2021, and Ferris State granted him a "redshirt" for the year 2021-2022 academic year.

42. In the summer of 2022, Trinidad was beset by the aforesaid medical conditions which seriously impaired his ability to train and condition in preparation for the upcoming season. He rejected Dr. Howard's offer of surgery in August 2022 because he feared surgery that surgery so close to the start of the fall 2022 season would jeopardize his ability to even remain on the team and end his chance of developing as a quarterback.

43. Trinidad's level of football participation in the fall of 2022 was similar to his level of participation in the fall of 2021 – some scout team practice - and Trinidad did not play, not even a single snap, in any game which Ferris State played against outside competition during the fall 2022 football season.

44. Trinidad first played in a football contest for Ferris State against outside competition in the fall of 2023. Trinidad was third on the depth chart and did not get significant playing time. He played in approximately five (5) games that season, but mostly in "mop up" duty once the scoreboard was sufficiently lopsided in Ferris State's favor.

45. Trinidad was named the starting quarterback at Ferris State in the fall of 2024 and played consistently throughout that season. As reflected by Dr. Howard's 2024 records, Trinidad still suffered from recurrent tonsillitis and adenoiditis, but he took special measures to reduce severity of the infections, such as vitamin C, Claritin and Flonase, and avoided exposure to illnesses by staying home rather than going out with teammates. He experienced instances of shortness of breath at practice or in games in the fall of 2024 but felt that he was better conditioned than in prior seasons.

46. Trinidad transferred to Ole Miss in the summer of 2025 because compliance personnel at Ferris State and Billy Glasscock, Ole Miss's former General Manager of Football Operations, told Trinidad that the fall of 2025 would constitute only his third year of active

participation in college football competition and that he would have the opportunity to play a fourth season of college football in the fall of 2026. Trinidad trusted and relied on these representations in making his decision to transfer.

47. After recovering from his surgery in December 2024, Trinidad felt fully healthy with no lingering problems. He began his career as Ole Miss's quarterback in the second game of the 2025 season, remained the starter throughout the remainder of the regular season, and led Ole Miss to the semi-final round of the College Football Playoffs. He received multiple post-season awards, including the Connerly Trophy and SEC Newcomer of the Year.

C. The NCAA, Its Bylaws, and Eligibility Rules

(1) Contests and Seasons

48. The NCAA's stated purpose is "to support and promote healthy and safe intercollegiate athletics … as an integral part of the education program and the student-athlete as an integral part of the student body." Div. I Manual at Const. Preamble.

49. To achieve this purpose, the NCAA has stated that it organizes and regulates its three-division system to create an opportunity for fair competition and to provide broad opportunities for participation.[2] At all times relevant hereto, Ole Miss has been a Division I program for football, and Ferris State has been a Division II program for football; both universities are member institutions of the NCAA.

50. Each NCAA division annually publishes a manual containing its bylaws, which govern competition, eligibility, and enforcement. NCAA member institutions, such as Ole Miss and Ferris State, agree to be bound by these bylaws, and the NCAA oversees their enforcement. The bylaws themselves do not grant student-athletes any right of direct participation in NCAA

[2] *Overview,* NCAA, https://www.ncaa.org/sports/2021/2/16/overview.aspx, (last visited January 14, 2026).

governance or committee proceedings or any right to even request a waiver or other relief directly from the NCAA. Only a member institution, such as Ole Miss, has standing under the bylaws to request any waiver or other decision pertinent to a student-athlete.

51. The Division I rules place significant emphasis on "contests," *i.e.*, games between different member institutions or intercollegiate teams. A contest is any game, scrimmage, or joint practice session "with another institution's team." Div. I Bylaw 17.02.2. Another institution's team is referred to as "outside competition" or an "outside team." Div. I Bylaw 17.02.13. And, a "countable" contest for a student-athlete is any contest in which he "competes" while representing his member institution. Div. I Bylaw 17.02.4.

52. Intercollegiate competition is considered to have occurred when a student-athlete (a) represents the institution against outside competition; (b) competes in the uniform of the institution or apparel received from the institution; or (c) competes and receives expenses from the institution for the competition. Div. I Bylaw 12.02.3; Div. II Bylaw 14.02.12.

53. In numerous sections of its bylaws, the NCAA emphasizes that competition means competing against another intercollegiate team – mere practices with teammates do not constitute a season of competition. Even then, a Division I student-athlete in football does not use or exhaust a "season of competition" unless he "compete[s] in up to four contests in a season." Div. I Bylaw 12.6.3.1.6. If the student-athlete is a Division II football player, he does not "use" or exhaust a "season of competition" unless he compete[s] in up to "30 percent of the maximum permissible number of contests." Div. II Bylaw 14.4.3.4.1.7.

54. Further, under Division II rules, which applied to Trinidad in the years 2021-2022 and 2022-2023, Trinidad could participate in scrimmages (such as the scout team) and in spring football "without counting" and "without using" such participation as a "season of competition."

Div. II Bylaws 14.4.3.4.1.2 & 14.4.3.4.1.3. In Division II, a contest is not even countable for a student-athlete unless he "competes" in the contest while representing a member institution. Div. II Bylaw 17.02.4.

55. To reiterate, even though he participated in team practices, Trinidad did not compete in any contests against outside competition in the fall 2022 football season at Ferris State. Therefore, he did not use or exhaust any eligibility in the 2022-2023 season, and intercollegiate competition in the 2026-2027 academic year will represent only his fourth season of intercollegiate competition in football.

(2) Division I & II Waiver Criteria and Policies

56. "Only a student-athlete who meets the governing athletics eligibility legislation and interpretations is eligible for intercollegiate athletics participation in a particular sport." Div. I Bylaw 12.02.1.

57. In a "Five to Play Four" rule, the NCAA declares that a student-athlete shall not engage in more than four (4) seasons of intercollegiate competition in any one sport, provided that the student-athlete's seasons of competition occur within five (5) 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 at a collegiate institution. Div. I Bylaw 12.6.1. However, the NCAA's Athletics Eligibility Subcommittee "may approve waivers of the five-year rule as it deems appropriate." Div. I Bylaw 12.6.1.7.

58. Under Division I Bylaw 12.6.1.7.1, "[a] waiver of the five-year period of eligibility is designed *to provide a student-athlete with the opportunity to participate in four seasons of intercollegiate competition*," and the waiver may be granted based on "*objective evidence*" under certain circumstances, including:

- The student-athlete did not use a season of intercollegiate competition due to an institutional decision to redshirt the student-athlete;
- The student-athlete was listed on the institution's squad list and was eligible for competition during the segment of the season that concludes with the NCAA championship; and
- The student-athlete was deprived of the opportunity to participate in intercollegiate competition *in one other season* due to circumstances beyond the control of the student-athlete or the institution.

59. Under this waiver criteria, if fairly and reasonably interpreted and applied in good faith and fairly, Trinidad satisfies all of the requirements. He was redshirted by Ferris State in fall 2021. He was on Ferris State's squad list and eligible during the segment of the fall 2022 season that concluded with Ferris State winning a national championship. And, because of his medical conditions, he was deprived of the opportunity to participate in intercollegiate competition in the fall of 2022 due to circumstances beyond his or Ferris State's control.

60. Circumstances considered to be beyond the control of the student-athlete or the institution "include, *but are not limited to* … [s]ituations clearly supported by contemporaneous medical documentation" which states that a student-athlete is "unable to participate in intercollegiate competition as a result of incapacitating physical or mental circumstances." Div. I Bylaw 12.6.1.7.1.1. Notably, this bylaw does not constitute an exhaustive list of circumstances which are beyond the control of a student-athlete, and the NCAA's Division I Manual does not defines or enumerate what health conditions may be considered "incapacitating." Logically, the NCAA must rely on the opinions of medical professionals, especially a student-athlete's treating physician, for such medical determinations.

61. In assessing whether an injury or illness is incapacitating, the NCAA instructs its staff and personnel to use the same analysis it applies to "hardship waivers." Under the criteria for hardship waivers, "[i]t is not necessary for the incapacitating injury or illness to be the direct

result of the student-athlete's participation in … organized practice or game competition." Div. I Bylaw 12.6.4.2.1. Importantly:

> Contemporaneous *or other appropriate medical documentation,* from a physician (a medical doctor) who administered care at the time of the injury or illness, that establishes the student-athlete's inability to compete as a result of that injury or illness shall be submitted with any hardship-waiver request.

Div. I Bylaw 12.6.4.2.2.

62. Thus, he NCAA is not limited to consideration of only "contemporaneous" medical documentation. On November 19, 2024, its governing committee on student-athlete reinstatement "[a]djusted the reconsideration standard to permit new information, supported by contemporaneous documentation, to be submitted at any time, provided [such] information is germane to the original assertions and was not readily available." Report of NCAA Div. I Comm. on Student-Athlete Reinstatement, Nov. 19, 2024. Therefore, NCAA staff is authorized to use "contemporaneous *and non-contemporaneous* medical documentation and other supporting documentation demonstrating the student-athlete was incapacitated." *Id.*

63. Further, for transferring student-athletes such as Trinidad, "[t]he application of the hardship legislation for a transfer student-athlete may be based on the method that would be most beneficial to the student-athlete (the rule applicable to the division in which the injury or illness occurred or the Division I rule)." Div. I Bylaw 12.6.4.2.8. In that regard, the Division II policies and procedures (updated April 2025) provide:

> If a waiver request involves medical documentation that does not clearly demonstrate that the requirements of a given waiver are met (*e.g.*, non-contemporaneous, does not state the student-athlete … is debilitated), the information may be shared with a medical expert. The expert will review the documentation and provide an analysis which will be included as part of the waiver request and considered by the legislative waiver staff and the Legislative Relief Committee when reviewing the request.

NCAA Division II Legislative Relief Committee Policies and Procedures, April 2025.

64. The NCAA was provided with more than medical expert analysis regarding Trinidad's incapacity in 2022; it was provided with Trinidad's contemporaneous medical records and with the analysis of the board-certified otolaryngologist who personally treated Trinidad in 2022. The NCAA ignored such evidence, in violation of its own policies.

D. Ole Miss's Request for Eligibility Waiver & NCAA Response

65. Ole Miss submitted its request for eligibility waiver to the NCAA in approximately October of 2025 and updated its supporting documentation for the request by transmittal of the same to the NCAA on November 24, 2025. The original request included some ninety-one (91) pages of contemporaneous medical records, many of which are cited in this Petition. The November update included, among other things, Dr. Howard's letter.

66. In a December 8, 2025 phone call with Taylor Hall, Ole Miss's Senior Associate Athletics Director for Compliance, a NCAA staff member admitted that Dr. Howard's letter sufficiently demonstrates Trinidad's incapacity during the 2022-2023 season, but nevertheless the NCAA staff member inexplicably denied the waiver request due to an alleged lack of contemporaneous medical documentation.

67. Ole Miss timely appealed this informal denial to the appropriate NCAA Committee which again denied the request for relief and issued public statements concerning the denial on the NCAA website and on X.com (formerly Twitter).[3] These press releases by the NCAA are false or misleading in multiple respects. The NCAA stated:

[3] The NCAA's issuance of a public statement on social media about the outcome of a waiver request is, to counsels' knowledge, unprecedented. The NCAA posted its public statement while on a phone call with Ole Miss compliance personnel. Ole Miss was not afforded any opportunity to share or communicate the outcome with Trinidad or his family or the Ole Miss coaching staff. Trinidad learned of the outcome by seeing the decision posted on social media.

(a) "Approval requires schools to submit medical documentation provided by a treating physician at the time of a student's incapacitating injury or illness, which was not provided." As plead above, this statement is utterly false.

(b) "The documents provided by Ole Miss and the student's prior school include a physician's note from a December 2022 visit, which stated the student was 'doing very well' since he was last seen in August 2022." As plead above, this statement cherry-picks Trinidad's voluminous medical records and is misleading due to its omission of Dr. Howard's December 2022 findings of tonsillar hypertrophy and chronic tonsillitis and adenoiditis.

(c) "[T]he student athlete's prior school … cited 'developmental needs and our team's competitive circumstances' as its reason the student-athlete did not play in the 2022-23 season." This statement is false and misleading due to its failure to accurately state the information which Ferris State provided to the NCAA. In a letter to the NCAA from Sara Higley, Ferris State's Senior Associate Athletic Director, Ferris State supported an extension of Trinidad's eligibility and stated, in pertinent part, "The decision to redshirt Trinidad in fall 2022 was based on *his developmental needs* and our team's competitive circumstances at that time. Trinidad also had a few medical problems that arose during the fall 2022 season that could have played a role in the decision to redshirt him." Director Higley's letter added: "Through no fault of his own, Trinidad now faces the loss of a season of competition that he would have been entitled to complete had he remained at Ferris State."

68. The irony, if any, is the timing of the above false and misleading public statements by the NCAA. The NCAA released its statements to media on January 9, 2026, the morning after

Trinidad competed against the University of Miami and its quarterback Carson Beck in the College Football Playoff semifinal game at the Fiesta Bowl. At the time of that contest, Carson Beck had been playing college football for over six (6) years.

69. As of the date of filing of this Petition, Ole Miss awaits ruling from the final NCAA body having authority to grant its request for eligibility waiver for Trinidad.

Cause of Action and Relief Requested

Breach of Contractual Duty of Good Faith and Fair Dealing

70. As members of Division I and II of the NCAA, respectively, Ole Miss and Ferris State have agreed to comply with the NCAA's bylaws and abide by, and participate in, the NCAA's enforcement of its bylaws. In exchange for Ole Miss's and Ferris State's obligations, the NCAA promises to allow Ole Miss and Ferris State to participate in intercollegiate athletic competition and to administer eligibility determinations in accordance with its bylaws. That is, the NCAA's bylaws are a contract between the NCAA and its member institutions.

71. Trinidad, a student-athlete currently enrolled at Ole Miss and formerly enrolled at Ferris State, is an intended third-party beneficiary of the contracts between Ole Miss and the NCAA and Ferris State and the NCAA. *Battle v. NCAA,* 2024 WL 4685604, *4 (N.D.W.Va. May 28, 2024) ("The Constitution and Bylaws of the NCAA are binding agreements between the NCAA and its members *for the benefit of student-athletes.*") (emphasis added); *Oliver v. NCAA,* 920 N.E.2d 203, 211-12 (Ohio Ct. Com. Pl. 2009) (holding student-athlete is a third-party beneficiary to NCAA bylaws); and *Bloom v. NCAA,* 93 P.3d 621, 623-24 (Colo. App. 2004) ("to the extent Bloom's claim … asserts a violation of the duty of good faith and fair dealing" arising out of the contractual relationship between the NCAA and its members, "his position as a third-party beneficiary of that contractual relationship affords him standing to pursue his claim").

72. There can be no dispute as to Trinidad's status as an intended third-party beneficiary of the subject contract. The NCAA Division I Student-Athlete Reinstatement Committee "subscribes to [a] students-first philosophy, ensuring the individual student-athlete as well as the general student-athlete body is at the forefront of each decision. NCAA Div. I Comm . Student-Athlete Reinstatement Guidelines, rev'd May 2025. In keeping with this philosophy, "[t]he committee and reinstatement staff conduct their work by evaluating *the totality of the circumstances* surround[ing] each case and [by] reaching an outcome that considers *the well-being of the involved student-athlete* while *maintaining fairness.*" *Id.*

73. All contracts contain an implied covenant of good faith and fair dealing. *American Bankers' Ins. Co. v. Wells,* 819 So.2d 1196, 1206 (Miss. 2001). "Good faith is the faithfulness of an agreed purpose between two parties, a purpose which is consistent with justified expectations of the other party." *Cenac v. Murry,* 609 So.2d 1257, 1272 (Miss. 1992). In Mississippi, the duty of good faith attaches to both the performance and enforcement of a contract, *Davis v. General Motors Acceptance Corp.,* 406 F.Supp.2d 698, 701 (N.D. Miss. 2005), and the covenant may be breached even in the absence of a breach of an express provision of the contract. *In re Evans,* 2012 WL 2374237, *18 (S.D. Miss. June 22, 2012).

74. The duty of good faith and fair dealing prohibits a party from doing any act, or refusing to do an act, that impairs the right of the other party from receiving the benefits that flow from the agreement. *Cothern v. Vickers, Inc.,* 759 So.2d 1241, 1248 (Miss. 2000). The covenant imposes a duty not to interfere with the other party's performance and even, in certain circumstances, "to take some affirmative steps to cooperate in achieving these goals." *Cenac,* 609 So.2d at 1272 (quoting Farnsworth, *Contracts* § 7.17, 526-27 (1982)).

75. A breach of the duty of good faith and fair dealing occurs where there is some violation by a contracting party of standards of decency, fairness, or reasonableness. *Cenac,* 609 So.2d at 1272 (citing *Restatement (Second) of Contracts* § 205, 11 (1979)). Examples of bad faith which breach the implied covenant include "evasion of the spirit of the bargain, lack of diligence, willful rendering of imperfect performance, abuse of a power to specify terms, and interference with or failure to cooperate in the other party's performance." *Restatement (Second) of Contracts* § 205 (cleaned up).

76. Here, the NCAA breached its duty of good faith and fair dealing owed to Trinidad, and acted in bad faith, in denying Trinidad an additional year of eligibility so that he can compete as an intercollegiate athlete in the year 2026-2027. The NCAA's bad faith is pparent from:

(a) Its strained definition of "contemporaneous" and erroneous determination that the 91 pages of medical records submitted in support of the eligibility waiver are not contemporaneous. In most dictionaries, the word "contemporaneous" means "happening or existing at the same *period* of time,"[4] not simultaneous. It would impose an unreasonable burden on member institutions to produce medical records on any particular date selected at the whim of the NCAA. Ole Miss submitted medical records on Trinidad immediately preceding and immediately following the fall 2022 season, including medical records from 2024 demonstrating that Trinidad's medical conditions persisted during his tenure at Ferris State and ultimately required surgery. The NCAA denied Ole Miss's waiver request based on pure semantics, taking the irrational and false position that the medical records submitted were non-contemporaneous and therefor insufficient;

[4] See *https://dictionary.cambridge.org/us/dictionary/english/contemporanous* and *https://www.dictionary.com/browse/contemporaneous* (last visited January 14, 2026).

(b) Its failure and refusal to fairly apply the waiver criteria and the NCAA's own policies directing its committees and staff to use both "contemporaneous and non-contemporaneous medical documentation and other supporting documentation" to demonstrate that a student-athlete was incapacitated, and to analyze the waiver request under the "totality of the circumstances;"

(c) Its failure to understand and appreciate the seriousness and combined effects of Trinidad's medical conditions in the fall of 2022, which manifested as recurring infections, frequent nasal blockage, permanent airway obstructions, recurring sleep apnea, and fatigue that presented a clear case of incapacity to participate in intercollegiate football at any competitive level. Alternatively, the NCAA owed Trinidad the obligation to fully investigate his documented medical conditions and gain appreciation of their impact on his capacity to compete, which the NCAA failed to do;

(d) Its dismissal of Dr. Howard's letter and other letters from witnesses who have personal knowledge of Trinidad's medical conditions and incapacity to compete in intercollegiate football in the fall of 2022, since the information contained within such letters satisfy all elements of the waiver criteria;

(e) Its failure to interpret the evidence submitted by Ole Miss in the light most favorable to Trinidad as a student-athlete, in direct contravention of its "students-first philosophy" designed to place Trinidad's "well-being" at the "forefront" of its decision;

(f) Its failure to consider the Division I & II countability bylaws, all of which demonstrate that spring and fall practices and even inter-team scrimmages do not count against the student-athlete and do not constitute the student-athlete's use or exhaustion of a season of competition, and its failure to apply such "countability" bylaws to Trinidad;

(g) Its conclusion reached in the decision-making process that it is somehow unfair to other student-athletes to grant Trinidad an additional year of eligibility, when the vast majority of student-athletes participating in intercollegiate football realize the benefit of the bargain by competing in four (4) years of in-season college football, which deprived Trinidad of the benefits that flow from the contract between member institutions and the NCAA;

(h) Its failure to honor and uphold the central purpose of Division I Bylaw 12.6.1.7.1 (the waiver rule) – "to provide a student-athlete with the opportunity to participate in four seasons of intercollegiate competition." Instead, the NCAA dishonored the waiver rule by interpreting and applying it to Trinidad in a manner that was antagonistic rather than cooperative;

(i) Its failure to fairly and reasonably apply the evidence submitted by Ole Miss to the criteria set forth in the waiver rule;

(j) Its refusal to grant an additional year of eligibility to Trinidad when the NCAA has no evidence which is contrary to or disputes the evidence submitted by Ole Miss;

(k) Its failure and unreasonable refusal to conclude that the medical conditions which plagued Trinidad in the fall of 2022 constituted circumstances beyond Trinidad's and Ferris State's control;

(l) Its failure to apply the Division II waiver policies to Trinidad, which authorize the NCAA to obtain analysis from a medical expert, in the event that the NCAA disagreed with the medical expert analysis provided by Ole Miss in Dr. Howard's letter;

(m) Its issuance of false and misleading public statements and representations related to Ole Miss's request for an eligibility waiver, all of which demonstrate the NCAA's bad faith in the premises; and

(n) Its unfair, unreasonable, arbitrary, and capricious processing and adjudication of Ole Miss's request for an eligibility waiver.

77. As a result of the NCAA's breach of the duty of good faith and fair dealing, Trinidad will imminently suffer irreparable harm from exclusion from intercollegiate athletic competition in the 2026-2027 season, depriving him of the very benefits the NCAA's contracts with Ole Miss and Ferris State were intended to secure for student-athletes. Such harm cannot be fully or adequately addressed with monetary damages.

Preliminary Injunctive Relief

78. Pursuant to *Miss. R. Civ. P.* 65, Trinidad requests the entry of a preliminary injunction which enjoins the NCAA from prohibiting Plaintiff from practicing, playing, or otherwise participating on Ole Miss's intercollegiate football team for the 2026-2027 academic year.

79. Such relief is available to Trinidad in the premises since:

(a) As demonstrated in this Petition, there exists a substantial likelihood that Trinidad will prevail on the merits;

(b) The injunction is necessary to prevent irreparable injury to Trinidad;

(c) The threatened injury to Trinidad outweighs the harm an injunction might cause the NCAA; and

(d) Entry of a preliminary injunction is consistent with the public interest.

80. The opportunity to participate in intercollegiate sports has unmeasurable value for the student-athlete. According to NCAA guidelines, such opportunity offers "physical, mental and social benefits." NCAA Div. I Comm. on Student-Athlete Reinstatement Guidelines, rev'd May 2025. "[T]he right to be eligible to participate in college athletics cannot be viewed as a mere speculative interest, but is a property right of present economic value." *Gulf S. Conf. v. Boyd,* 369 So.2d 553, 556 (Ala. 1979). *See also, Hall v. Univ. of Minnesota,* 530 F.Supp. 104, 109 (D. Minn. 1982) (holding that a student's interest in attending a university is a property right protected by due process).

81. Preliminary injunctive relief is necessary to prevent irreparable injury to Trinidad, because without it:

(a) Trinidad will lose his opportunity to participate in a fourth year of intercollegiate football, in contravention of the goals of the NCAA's rules, and will be deprived of his reasonable expectations as a third-party beneficiary of the NCAA's contracts with Ole Miss and Ferris State;

(b) Trinidad will be forced to retain a professional agent and to enter the 2026 NFL draft scheduled for April 23, 2026, after which he cannot return to intercollegiate athletics under the NCAA's rules; and

(c) If Trinidad remains ineligible and is forced to enter the NFL draft, he will likely sustain monetary losses in the millions of dollars, measured by the difference between the value of his existing Name, Image, and Likeness Agreement versus the likely amount of his compensation in year 1 of the NFL. If Trinidad is forced to enter the draft but goes undrafted, or signs as a NFL free agent, his monetary damages will increase.

82. The threatened injury to Trinidad far outweighs the harm a preliminary injunction might visit upon the NCAA. The NCAA and its member institutions will suffer little to no financial loss as a consequence of the preliminary injunction, and the NCAA cannot show any intangible harm or other prejudice to it or member institutions which would arise as a result of grant of a preliminary injunction.

83. The entry of a preliminary injunction is consistent with the public interest. There is a public interest in allowing student-athletes to participate in four (4) years of intercollegiate competition. The Southeastern Conference has a public interest in its intercollegiate football teams being competitive with teams in other conferences. Ole Miss, and its students, alumni, fans, and citizens of Lafayette County and the State of Mississippi have a legitimate public interest in fielding a competitive intercollegiate football team which serves as an economic driver for Lafayette County and north Mississippi.

84. Finally, there is a legitimate public interest in celebrating intercollegiate student-athletes who achieve prominence and notability in their sports. Trinidad is such a player. He had zero "stars" and was only lightly recruited out of high school. Somehow, he ended up at Ole Miss, stepped onto the field as a true unknown, and managed to captivate the college football world throughout the 2025 season. His story is the best story in college football, and he represents everything that is still right and honorable in college sports, even in its ever-changing economic landscape. College football's loss of Trinidad will be devastating for innumerable college football fans.

Permanent Injunctive Relief

85. For the reasons plead in support of Trinidad's request for a preliminary injunction, and because Trinidad lacks a full and adequate remedy at law, Trinidad requests the entry of a permanent injunction which enjoins the NCAA from prohibiting Plaintiff from practicing, playing, or otherwise participating on Ole Miss's intercollegiate football team for the 2026-2027 academic year.

Declaratory Relief

86. The NCAA grievously erred in its handling, consideration, and adjudication of Ole Miss's request for the eligibility waiver, and in such process breached the duty of good faith and fair dealing owed to Trinidad. Respectfully, this Court should declare it so, and enter a Declaratory Judgment finding that Trinidad is eligible to participate in Division I intercollegiate football at Ole Miss in the 2026-2027 academic year.

Prayer for Relief

WHEREFORE, premises considered, Petitioner Trinidad Chambliss respectfully prays for entry of a Judgment and Decree granting the following relief requested in this Petition:

A. Declaring that Respondent has breached its duty of good faith and fair dealing owed to Petitioner and that Petitioner is eligible to participate in Division I intercollegiate football at the University of Mississippi during the 2026-2027 academic year;

B. Preliminarily enjoining the NCAA from prohibiting Petitioner from practicing, playing, or otherwise participating on the University of Mississippi intercollegiate football team during the 2026-2027 academic year;

C. Permanently enjoining the NCAA from prohibiting Petitioner from practicing, playing, or otherwise participating on the University of Mississippi intercollegiate football team during the 2026-2027 academic year, and enjoining the NCAA from taking any disciplinary,

penal or other action against Petitioner or the University of Mississippi as retaliation for or related to such injunctive relief;

D. Awarding damages, restitution or other appropriate equitable monetary relief as may be warranted or authorized;

E. Awarding pre-judgment and post-judgment interest as permitted by law;

F. Awarding Petitioner costs, expenses and reasonable attorneys' fees where authorized; and

G. Ordering, adjudicating and decreeing such other and further relief as to which Petitioner may be entitled in equity under the premises.

Respectfully submitted,

LISTON & DEAS, PLLC

By: _____

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Attorneys for Petitioner, Trinidad Chambliss

MICHIGAN ENT
& ALLERGY SPECIALISTS

Dr. Howard Statement

Date: 10/14/25

Athlete: Trinidad Chambliss

To Whom It May Concern,

The following letter is written by me in my capacity as a board-certified otolaryngologist who has personally treated Trinidad Chambliss since August 2022. He first presented to my office at the request of his primary care provider for evaluation of chronic tonsillitis and recurrent throat infections following a documented episode of infectious mononucleosis in 2020. Throughout the 2022 football season and into the 2023 athletic year, he continued to experience recurrent throat infections, poor sleep quality, daytime fatigue, and exercise-related airway discomfort. These symptoms persisted despite appropriate medical therapy, including Singulair and intranasal corticosteroids.

Before surgical intervention, Trinidad experienced frequent episodes of acute tonsillitis marked by sore throat, odynophagia, tonsillar hypertrophy, and infections requiring medical treatment. These episodes led to significant sleep disturbance, decreased daytime energy, and reduced airway comfort with exertion. Recurrent infections and disrupted sleep are well-recognized factors that impair endurance, conditioning, recovery, and respiratory performance. He also missed multiple academic classes, particularly during the winter months, due to the severity and frequency of these infections.

Given the chronicity and documented impact of his symptoms, it is medically reasonable to conclude that chronic tonsillitis and its related complications limited his ability to participate consistently in high-intensity collegiate athletics during the 2022 season. These health issues affected his availability and performance during conditioning, practice, and game preparation.

Trinidad underwent a tonsillectomy in 2024, after which his symptoms resolved completely. Since surgery, he has had marked improvement in sleep, airway comfort, and overall health, and continues to do very well post-operatively.



MICHIGAN ENT
& ALLERGY SPECIALISTS

Based on his documented clinical history and treatment course, I fully support Mr. Chambliss' request for an additional year of NCAA athletic eligibility. His chronic tonsillitis represents a medically valid basis for hardship consideration as his condition rendered him incapacitated and unable to participate in the 2022 season.

Please contact my office if further information is needed.

Sincerely,

Date: 10/14/25

Anthony Howard, DO
Board-Certified Otolaryngologist
Michigan ENT and Allergy Specialists

NPI: 1386094761 License Number: 5101022522

Coach Annese Statement

Coach Annese Statement.docx Aa

November 13, 2025

To: NCAA Academic and Memberships Affairs Committee

RE: Eligibility Waiver Request for Trinidad Chambliss

I am writing in support of Trinidad Chambliss' request for an additional year of eligibility. During the 2022 season, Trinidad was suffering from some serious medical conditions. He was being treated for Post COVID complications that included heart palpitations and chest pains. In addition, he was suffering from Chronic tonsilitis and adenoiditis that severely impacted his breathing, sleep and overall physical condition.

Respectfully,

Tony Annese

Coach Tony Annese

Ferris State University

Head Football Coach



Chambliss Letter Brett Knight

11/22/2025

To whom it may concern,

During the fall athletic and academic calendar of 2022 Trinidad Chambliss suffered from multiple conditions and illnesses that interfered with his ability to participate in athletic related activities. Trinidad was seen in the athletic training room on several occasions due to ongoing complaints of illness. He was referred to a specialist ENT to further evaluate his chronic tonsillitis with breathing complications. During this time the combination of acute and chronic illness impeded Trinidad's ability to consistently engage in athletic activity including weight training, conditioning, and football practice.

Sincerely,

Brett Knight

Brett Knight
Assistant AD – Sports Medicine
2018-2024
Ferris State University

