



IN THE CIRCUIT COURT OF TUSCALOOSA COUNTY, ALABAMA

CHARLES BEDIAKO,)	
)	
Plaintiff,)	
)	
v.)	Case No. _____
)	
NATIONAL COLLEGIATE ATHLETIC)	
ASSOCIATION, INC.,)	
)	
Defendant.)	

VERIFIED COMPLAINT

Plaintiff Charles Bediako (“Mr. Bediako” or “Plaintiff”) asserts the following claims against Defendant National Collegiate Athletic Association, Inc. (“NCAA” or “Defendant”) and seeks, among other things, immediate preliminary and permanent injunctive relief allowing him to return to competition as a member of the University of Alabama basketball program.

PARTIES

1. Plaintiff Charles Bediako is currently an adult resident of the State of Michigan; however, Mr. Bediako has enrolled at the University of Alabama in Tuscaloosa, Alabama for the current academic semester.

2. Defendant National Collegiate Athletic Association (“NCAA”) is a voluntary, unincorporated self-governing association made up of approximately 1,100 member institutions across the United States, including eighteen member institutions in the State of Alabama. It possesses a dominant position in the college athletics landscape, exerting unilateral control over the highest levels of intercollegiate competition.

JURISDICTION AND VENUE

3. The Court has subject-matter jurisdiction under Alabama Code §§ 12-11-30(1) & 12-11-31.

4. Venue is proper in Tuscaloosa County, Alabama, under Alabama Code §§ 6-3-6 and 6-5-60(b) because the NCAA does business in Tuscaloosa County and the University of Alabama is a member of the association and is located in Tuscaloosa County.

FACTUAL ALLEGATIONS

5. Plaintiff Charles Bediako was forced to bring this case because the NCAA denied the University of Alabama's request to reinstate him and allow him to return to collegiate competition.¹

6. In intercollegiate athletics, the NCAA is a monolithic institution, wielding its draconian rules to bolster its own image while inhibiting opportunities of individual student-athletes like Mr. Bediako. Courts have recognized the NCAA as a "financial behemoth" exercising almost complete control over student-athletes' eligibility for intercollegiate competition.

7. The NCAA's arbitrary denial of the University of Alabama's request to reinstate Mr. Bediako is contrary to its own recent precedent and its mission to "[p]rovide a world-class athletics and academic experience for student-athletes that fosters lifelong well-being."

8. Before re-enrolling this semester, Mr. Bediako attended the University of Alabama for two years, from 2021-2023. At the conclusion of the 2023 basketball season, Mr. Bediako left school to pursue his dream of playing in the NBA to support himself and his family.

9. At that time, the resources available to student-athletes—i.e., compensation based on a student-athlete's name, image, and likeness ("NIL")—were nowhere near as robust as they are today, which would have influenced Mr. Bediako's decision to stay in school rather than leave for greater financial pursuits elsewhere. Moreover, at the time of Mr. Bediako's departure, student-

¹ NCAA rules do not allow student-athletes to seek an eligibility waiver on their own behalf. Any such applications are required to be filed by a member institution.

athletes were not entitled to the direct revenue-sharing opportunities that have since become available to them as a result of the *House v. NCAA* settlement, which has fundamentally altered the economic landscape of college athletics and provided new incentives for athletes to remain or return to collegiate competition

10. Unfortunately, Mr. Bediako was not selected in the 2023 NBA draft. Instead, he signed a two-way contract that allowed him to play in the NBA's developmental G League, which he hoped would give him a chance to be promoted to a standard NBA contract. This did not happen, as the two-way deal only lasted one month and Mr. Bediako sustained an injury.

11. Ultimately, Mr. Bediako played only one full G League season, 2024-2025. His initial year in the G League ended in a knee injury after just 14 games. Prior to re-enrolling at the University of Alabama this semester, he played in 14 games of the current G League season. Mr. Bediako has never suited up for an NBA game, much less made an appearance in one.

12. The NCAA maintains a rule commonly known as the "4 in 5" rule. Under this arbitrary rule, student-athletes generally are allowed to participate in four seasons of collegiate competition during a 5-year eligibility period. If the rule were to apply here, the current Spring term would represent the final semester of Mr. Bediako's eligibility since his collegiate career began in 2021.²

13. Since leaving Alabama in 2023 and as recently as December 2025, Mr. Bediako has also played as a member of Canada's national basketball team. The NCAA's rules explicitly

² While the "4 in 5" rule is the NCAA's default regulation, many exceptions to this rule exist. The NCAA has granted waivers on a case-by-case basis and there are numerous recent examples of other student-athletes who have successfully challenged the rule in courts across the country.

allow student-athletes to participate in such national team competitions without jeopardizing their continued collegiate eligibility.³

14. In just the last month, the NCAA has reinstated (1) another former G League player who had over \$1,000,000 in professional career earnings (almost twice the total amount earned by Mr. Bediako), (2) an international player who, unlike Mr. Bediako, was actually drafted in the NBA Draft and played multiple professional seasons for one of the premier professional teams overseas, and (3) multiple other players with G League experience. Additionally, on or about September 30, 2025, the NCAA granted eligibility to Thierry Darlan, a former G League Ignite player who appeared in fifty-eight (58) G League games over two seasons, allowing him to compete in Division I basketball at Santa Clara University with his G League seasons counting against his NCAA eligibility. Similarly, in recent months, the NCAA has reinstated players like London Johnson and Abdullah Ahmed, who have comparable or more extensive professional experience than Mr. Bediako. These actions demonstrate the NCAA's selective and inconsistent application of its rules, rendering its denial of Mr. Bediako's waiver arbitrary and capricious.

15. When he elected to enter his name into the 2023 NBA Draft, Mr. Bediako could not have imagined the monumental change in the landscape of college athletics that has since occurred. Had Mr. Bediako known that he would have been able to earn compensation directly from his university while remaining a student-athlete, he never would have left school to pursue financial gain elsewhere.

16. NCAA Bylaw 17.5.8.1 ordinarily prohibits student-athletes from taking part in non-collegiate competition. Yet, by reinstating the likes of London Johnson, Abdullah Ahmed, and

³ In fact, pursuant to NCAA Bylaw 17.35.1, Mr. Bediako's participation as a member of Team Canda could very well exempt all of his professional experience from the NCAA's eligibility determination, including his time playing in the G League, as "competition events used for the consideration for selection or to determine members of a national team. . . ." See NCAA Bylaw 17.35.1(g).

Thierry Darlan, among others, the NCAA has taken the stance that participation in NBA G League games does not render an athlete ineligible for future NCAA competition. When the NCAA recently reinstated James Nnaji, who was drafted 31st overall in the 2023 NBA Draft (the same draft that Mr. Bediako entered), the NCAA also determined that a player's entering and remaining in the NBA Draft does not render the student-athlete ineligible for future NCAA competition.

17. After seeing the sea change brought about by NIL compensation and the wave of G League and other professional players returning to college, Mr. Bediako made the decision to return himself. Mr. Bediako regrets not only that his dream of playing in the NBA has so-far gone unfulfilled, but also not completing his degree at the University of Alabama. Feeling that his personal and professional development has stalled, he decided to return to college and seek reinstatement as member of Alabama's basketball program. In theory, this is exactly the purpose the NCAA is intended to serve.

18. Instead of operating to the benefit of current student-athletes and member institutions, including those like Mr. Bediako who seek to pursue life-changing educational and financial opportunities as collegiate student-athletes, the NCAA resolutely stands as the guardian of a bygone era. It applies its own rules arbitrarily and inconsistently, resulting in positive outcomes for a handful of individuals while the remainder are left to seek redress through the courts or to give up their dreams entirely.

19. For example, the NCAA's recent reinstatement of James Nnaji, along with other European professional players, has shown that its current application of eligibility rules favor players who have competed internationally over athletes who have pursued domestic opportunities. Despite being selected 31st overall in the NBA Draft, Nnaji was recently reinstated

and will have four seasons of NCAA eligibility. This, despite Nnaji playing professionally for at least three seasons in Europe, including two for powerhouse FC Barcelona.

20. The NCAA's rules also create an entirely arbitrary distinction between student-athletes who go directly from high school to professional competition and those who initially enroll in college, later leave for the draft, and then seek to return. NCAA Bylaw 12.2.2.2.1 provides that “[b]efore initial full-time collegiate enrollment, an individual may compete on a professional team (per Bylaw 12.02.4), provided the individual does not receive more than actual and necessary expenses to participate on the team.”

21. In other words, the NCAA has arbitrarily determined that it is acceptable for a student-athlete to compete professionally (either internationally or straight out of high school) and then compete in college, but it is not acceptable for a student-athlete to compete in college, leave college to pursue a professional career in the U.S., and then return to college as a student-athlete. There is no principled justification for treating these groups of student-athletes differently.

22. Had Mr. Bediako had more foresight to see the paradigm-shifting changes coming to compensation for NCAA athletes, he likely would still be on campus playing for the University of Alabama right now. When the NCAA recently began to reinstate players with G League experience, and even players who had entered and been selected in the NBA Draft, Mr. Bediako saw this as a chance to right a wrong decision that he had regretted over the past three years.

23. As evidenced by its petition to the NCAA, the University of Alabama believes that Mr. Bediako should be reinstated and eligible to compete immediately. The NCAA has already reinstated players with similar G League experience, and the outside competitions Mr. Bediako took part in could be considered necessary for national team selection and fall under bylaw 17.35.1.

24. Mr. Bediako should not be a victim of poor timing. Had Mr. Bediako (or even the University) been aware that remaining in the NBA draft and participation in G League games was something the NCAA did not consider disqualifying and would grant multiple reinstatement requests for, it is likely Mr. Bediako would have been back on Alabama's campus sooner.

25. Yet, despite the numerous examples provided by the success of other student-athletes in seeking waivers and courts who have enjoined the NCAA from denying players eligibility when the NCAA denies their waiver requests, the NCAA denied the University of Alabama's petition to reinstate Mr. Bediako as a member of its basketball program. The only recourse left to Mr. Bediako is to seek the intervention of this Court to right the NCAA's unjust and arbitrary application of its rules against him.

COUNT I
Violation of Alabama's Prohibition Against Restraints of Trade
Ala. Code §§ 6-5-60 and 8-10-3

26. Plaintiff repeats and realleges each and every allegation in the preceding paragraphs as if set forth fully herein.

27. Alabama law prohibits any organization from restraining, or attempting to restrain, the freedom of any trade or competition.

28. The NCAA maintains a dominant position in and controls the market for the highest levels of intercollegiate athletic competition within the State of Alabama. The NCAA uses its position and control to restrain the freedom of trade and competition within college sports, including, specifically, Mr. Bediako's participation in athletic competitions as a member of the University of Alabama basketball program.

29. The NCAA's actions have arbitrarily and unreasonably restrained student-athletes, including Mr. Bediako, from competing for NCAA member institutions such as the University of

Alabama, thereby limiting his and other student-athletes' pursuit of unique NIL opportunities within the State of Alabama available only to Division I student-athletes.

30. The NCAA has violated Alabama's prohibitions against restraints on trade by, among other things, arbitrarily and capriciously applying its rules and regulations to deny Mr. Bediako's eligibility waiver and contradicting its own standards for eligibility.

31. The NCAA's conduct impacts intrastate commerce within the State of Alabama, namely Mr. Bediako's pursuit of opportunities with and through the University of Alabama. Its actions have, and will continue, to result in the following anticompetitive outcomes: (1) artificially restraining and depressing the number of athletes who may compete in intercollegiate sports for Alabama institutions, (2) depriving student-athletes like Mr. Bediako of the benefits of competition, including the remuneration to be earned therefrom, (3) artificially restraining and depressing the ability of student-athletes within the State of Alabama to profit from their NIL, and (4) artificially restraining competition in NIL services and related revenue sharing within the State of Alabama.

32. The NCAA's unlawful anticompetitive actions are the result of its refusal to waive and/or inconsistent enforcement of its rules, including, but not limited to, the Intercollegiate Competition Rule (NCAAA Bylaw 12.6) and its Five-Year Rule (NCAAA Bylaw 12.6.1). The NCAA's refusal to waive these rules has artificially suppressed the market for student-athletes within the State of Alabama, including, specifically, for Mr. Bediako. The NCAA's actions have no legal or logical justification. As evidenced by recent court decisions in analogous cases, such as *Agee v. Nat'l Collegiate Athletic Ass'n*, No. 25-002737-CV-472 (Tex. Dist. Ct., Brazos Cty.) and *Bradley v. NCAA*, No. 2025-14323-CICI (Volusia County, Florida, Jan. 9, 2026), where courts granted injunctive relief against the NCAA for similar arbitrary denials, the NCAA's conduct

constitutes an unlawful restraint on trade by preventing student-athletes from accessing competitive and economic opportunities without procompetitive justification.

33. Prohibiting a student-athlete from returning to collegiate competition after a brief stint in professional developmental programs and arbitrarily ending a student-athlete's eligibility after five calendar years serve no academic or competitive purpose. The reasons stated by the NCAA for these rules—that they promote amateurism and consumer interest—are mere pretext. In fact, the denial of Mr. Bediako's waiver request ensures the opposite. Consumers are deprived of the highest-level competition, and Mr. Bediako is denied the benefits now afforded to other student-athletes.

34. As a direct and proximate result of the NCAA's actions, Mr. Bediako has and will continue to suffer irreparable injury, including substantial financial harm and diminution of opportunities. Mr. Bediako therefore seeks immediate injunctive relief enjoining the NCAA from its continuing violation of Alabama's prohibition against restraints on trade and an order declaring that he is immediately entitled to play Division I basketball at the University of Alabama for the remainder of the 2025-2026 season and thereafter until the natural conclusion of his four years of competitive eligibility (subject to any other applicable extensions thereof).

WHEREFORE, Plaintiff demands judgment against the NCAA for compensatory damages, punitive damages, attorneys' fees, costs, and preliminary and permanent injunctive relief.

COUNT II

Intentional Interference with Business or Contractual Relations

35. Plaintiff repeats and realleges each and every allegation in the preceding paragraphs as if set forth fully herein.

36. Mr. Bediako has a protectible interest in his relationship with the University of Alabama.

37. The NCAA knows of and is a stranger to Mr. Bediako's relationship with the University of Alabama.

38. As discussed in detail herein, the NCAA intentionally interfered with Mr. Bediako's relationship with the University of Alabama by, among other things, arbitrarily and capriciously applying its rules in a manner that prohibits Mr. Bediako from joining the University of Alabama's basketball program and deriving the substantial benefits associated therewith. In so doing, the NCAA was acting outside of any arguable scope of a legitimate business purpose. This interference is unjustified, as demonstrated by the NCAA's recent approvals for similarly situated athletes and by court findings in cases like *Agee v. Nat'l Collegiate Athletic Ass'n*, No. 25-002737-CV-472 (Tex. Dist. Ct., Brazos Cty.), where the NCAA's denial was deemed to cause irreparable harm without adequate justification.

39. As a result of the NCAA's actions, Mr. Bediako has suffered damage to his reputation and current and future financial opportunities.

WHEREFORE, Plaintiff demands judgment against the NCAA for compensatory damages, punitive damages, attorneys' fees, costs, and preliminary and permanent injunctive relief.

COUNT III
Declaratory Judgment

40. Plaintiff repeats and realleges each and every allegation in the preceding paragraphs as if set forth fully herein.

41. An actual, justiciable controversy exists between Mr. Bediako and the NCAA regarding Mr. Bediako's eligibility to compete in intercollegiate competition for the University of Alabama's basketball program during the remainder of the 2025-2026 season and beyond.

42. Mr. Bediako seeks a declaration from this Court that:

a. The NCAA's application and enforcement of its Bylaws to deny Mr. Bediako's eligibility are unlawful as set forth herein;

b. The NCAA may not use Mr. Bediako's participation in the NBA draft and the developmental G League to bar his eligibility to compete in Division I athletics for the University of Alabama's basketball program during the remainder of the 2025-2026 season and during any period of remaining eligibility thereafter;

c. Mr. Bediako is immediately eligible to participate in all team activities with the University of Alabama's basketball program, including, but not limited to team meetings, practices, and games during the remainder of the 2025-2026 season;

d. The NCAA may not threaten, impose, attempt to impose, suggest, or imply penalties or sanctions on Mr. Bediako or the University of Alabama or its coaches or other student-athletes for Mr. Bediako's participation in Division I athletics consistent with the other declarations herein under the Rule of Restitution (NCAA Bylaw 12.11.4.2) or otherwise; and

e. Any action by the NCAA contrary to the relief set forth herein is void and unenforceable insofar as it is applied to Mr. Bediako and/or the University of Alabama.

43. Mr. Bediako requests any other and additional relief to which he may be entitled, including, without limitation, reasonable attorneys' fees and costs.

JURY DEMAND

Plaintiff demands a trial by jury on all causes of action so triable.

Respectfully submitted this 20th day of January, 2026.

Respectfully Submitted,

s/David W. Holt

David W. Holt (HOL148)

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VERIFICATION OF CHARLES BEDIAKO

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

Before me, the undersigned Notary Public in and for said County and State, appeared Charles Bediako, after being duly sworn, deposes and says that he read the foregoing Complaint and that the facts contained therein are true and correct to the best of his knowledge.



Charles Bediako

Given under my hand and seal on January 20, 2026.



NOTARY PUBLIC

My commission expires: August 19, 2026

SHANNON A LOWERY
Notary Public - State of Michigan
County of Wayne
My Commission Expires Aug 19, 2026
Acting in the County of Wayne



DEFENDANT TO BE SERVED VIA CERTIFIED MAIL:

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c/o Charlie Baker, President
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