

RECEIVED

JAMES EARL LOVORN III

NCAA

Feb 13 2026

Plaintiff

Defendant

SC Court of Appeals

Submitted by: COURT	Attorney for : <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant
	or <input type="checkbox"/> Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other PCR withdrawn
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; Bankruptcy; Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded; Other

IT IS ORDERED AND ADJUDGED: See attached order (formal order to follow) Statement of Judgment by the Court:

This matter came before the Court on December 23, 2025 at 2:00 p.m. for a hearing on Plaintiff's motion for a Preliminary Injunction. Donald Allen, Esq., was present on behalf of Plaintiff. John Cuttino, Esq. and Gray Cullbreath, Esq. were present on behalf of Defendants. The Court finds as follows:

Plaintiff is a collegiate basketball player and graduate student at Newberry College where he has played since the 2023-24 season. Prior to transferring to Newberry, Plaintiff played basketball at Presbyterian College during the 2021-22 and 2022-23 athletic seasons. Defendant NCAA is the primary governing body for college sports. Defendant sets and enforces by-laws governing a collegiate player's eligibility to play for the college or university they attend. During Plaintiff's freshman year at Presbyterian College, he suffered from two separate diagnoses of COVID-19 and the deaths of loved ones. Plaintiff alleges this limited his playing time during his freshman season. At the end of Plaintiff's senior year at Newberry College, Plaintiff applied for a hardship waiver seeking to waive his freshman season of eligibility, which would allow for him to play for one more season at Newberry. Defendant denied Plaintiff's waiver, and no appeal was requested by Newberry College. Plaintiff alleges that Defendant arbitrarily or mistakenly denied Plaintiff's hardship waiver and seeks a mandatory preliminary injunction allowing him to continue playing basketball for Newberry College.

The Court is familiar with the considerations necessary in reviewing a request for a temporary restraining order: (1) Likelihood of success on the merits, (2) Irreparable harm, and (3) No adequate remedy at law. The underlying action requests an equitable remedy for the alleged mistaken or arbitrary decision made by the Defendant.

As to the likelihood of success, Plaintiff's filings demonstrate they will not likely prevail in the underlying action. The NCAA's Criteria for Administration of Hardship Waiver bylaw 12.6.4.2. clearly outlines the criteria for the NCAA to grant or deny a hardship waiver. Particularly, the NCAA rule states:

"A student-athlete may be granted an additional year of competition by the conference or the Committee on Student-Athlete Reinstatement for reasons of "hardship." Hardship is defined as an incapacity resulting from an injury or illness that has occurred under all of the following conditions... The injury or illness occurs when the student-athlete has not participated in more than three contests or dates of competition or 30 percent of the maximum number of contests or dates of competition of the playing season that concludes with the NCAA championship." - NCAA, 2025-26 NCAA Division I Manual § 12.6.4 (2025)

As stated earlier, Plaintiff seeks a waiver for the 2021-22 athletic season. During this season, Plaintiff played approximately 38% of games, and at least one game occurred during the second half of the season. From the clear language of the NCAA bylaws, Plaintiff's participation during his freshman season bars him from receiving a hardship waiver. Plaintiff's contention - that playing for only 90 minutes the entire season factors into the calculation - is without merit. Accordingly, the NCAA made its decision clearly without mistake or arbitrariness, and the Plaintiff is unlikely to succeed on the merits. Since the Plaintiff failed to prove the first element, the Court need not analyze the irreparable harm and no adequate remedy at law considerations.

Furthermore, the Defendant's assertion of the Doctrine of Laches is also applicable in this case. Plaintiff sought emergency relief with the Court some 96 days after the initial NCAA denial of the hardship waiver. As Defendant pointed out in their brief: "Under the doctrine of laches, if a party, knowing his rights, does not seasonably assert them, but by unreasonable delay suffer his adversary to incur expenses ... then equity will ordinarily refuse to enforce those rights, especially if an injunction is asked." *Mark v. Edens*, 412 S.E. 2d 431, 433 (Ct. App. 1991). Plaintiff chose to bring this suit after the 2025-26 season started, whereas he had approximately 2.5 years to seek a waiver. The Plaintiff delayed seeking waiver for his freshman season, and Newberry did not appeal the denial. Accordingly, the Court finds that the Doctrine of Laches also applies to bar Plaintiff's sought remedy in this case.

Furthermore, as a practical matter, Newberry College is presently half-way through the basketball season with its next game set for January 7, 2026. Although the Newberry basketball team may not be limited in terms of the number of players allowed on the roster, obviously only

five players are allowed on the court. To grant a mandatory injunction at this stage and direct that Plaintiff is a member of the team when he has presumably not even practiced with the team this season would not be fair to Newberry College, the members of the basketball team, and would clearly alter the composition of team which started the season just a few months ago.

The Court has also reviewed the orders in the cases of Ford v. SC High School League, 2005-CP-04-2358 and Melon v. SC High School League, 2005-CP-40-5003 and finds that these cases are distinguishable. In those cases, the trial courts took issue with the fact that the provision governing student transfer between schools was so “inartfully drawn” and “incapable of interpretation” that the decisions made in Ford’s and Melon’s cases were clearly arbitrary. Additionally, both Ford and Melon appealed their denials through proper channels with the League before seeking a remedy through the courts.

The Court is not unsympathetic to Plaintiff’s situation. Clearly, his first years of college were extremely challenging, both physically and emotionally. That he persevered, overcame all challenges, and refused to give up is a testament to Plaintiff’s exceptional character. However, in sport and in court, rules are rules, and this Court has an obligation to enforce the rules even if, in the personal opinion of this judge, doing so seems very unfair in light of all that Plaintiff has been through.

Accordingly, the Court finds that Plaintiff has not met the requirements for a TRO/Preliminary Injunction, and the action is also barred by the Doctrine of Laches.

It is so ordered.

ORDER INFORMATION

This order ends does not end the case.
 Additional Information for the Clerk :

INFORMATION FOR THE JUDGMENT INDEX		
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate “N/A” in one of the boxes below.		
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
		\$
		\$
If applicable, describe the property, including tax map information and address, referenced in the order:		

[Empty box for judgment information]

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk.

Note: Title abstractors and researchers should refer to the official court order for judgment details.

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

s/ Frank R. Addy, Jr.

2159

Dec. 30, 2025

Circuit Court Judge

Judge Code

Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

Donald Allen, Esq.

John Cuttino, Esq. and Gray Cullbreath, Esq.

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter: WebEx recording only.

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.



Newberry Common Pleas

Case Caption: James Earl Lovorn III VS National Collegiate Athletic Association
Case Number: 2025CP3600757
Type: Order/Form 4

So Ordered

S/ Frank R. Addy, Jr.

Electronically signed on 2025-12-30 15:59:35 page 5 of 5