

IN THE DISTRICT COURT OF CLEVELAND COUNTY  
STATE OF OKLAHOMA

OWEN HEINECKE,

Plaintiff,

v.

NATIONAL COLLEGIATE  
ATHLETIC ASSOCIATION,

Defendant.

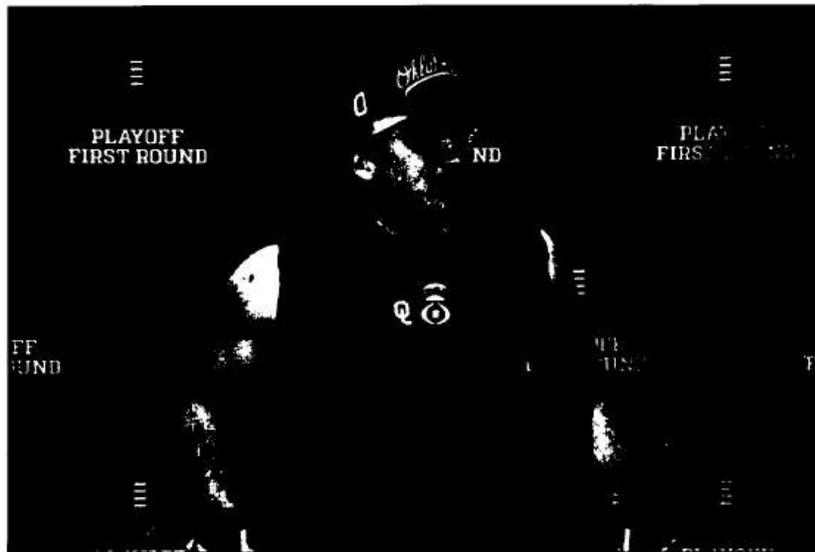
STATE OF OKLAHOMA } S.S.  
CLEVELAND COUNTY }  
**FILED**  
MAR 23 2026  
In the office of the  
Court Clerk MARILYN WILLIAMS

Case No. CV-2026-743

**Jury Trial Demanded**

PETITION

COMES NOW Plaintiff, Owen Heinecke, by and through undersigned counsel, and files this Petition against Defendant, the National Collegiate Athletic Association, as follows:



I hope the NCAA will see that I'm not just another football player who's wanting a bunch of NIL money. I'm someone who cares about the University and, you know, stuck their time out with the same place and is just starting to kind of reap the rewards and is just wanting another year to go at it. So, you know, I'm hoping that they'll see my case for that and not just kind of clump it with everything else.

-Owen Heinecke, 12/19/2025

<sup>1</sup> <https://x.com/caydenmc/status/2002386330995589529/video/1>.

## INTRODUCTION

1. A former walk-on, team captain, college graduate, and native Oklahoman, Owen Heinecke is what's good about collegiate athletics. In a day and age where college football players are seeking (or have been granted) their sixth<sup>2</sup>, seventh<sup>3</sup>, or even ninth<sup>4</sup> season of college football, or where basketball players who have competed professionally<sup>5</sup> are allowed to return to the collegiate ranks, Owen seeks only to play his fourth season of college football. In other words, Owen seeks to compete in the precise number of college football seasons allowed by the NCAA.

2. To be clear, college football is not Owen's only option. As a draft-eligible player, he could enter the NFL's 2026 Draft, get drafted by an NFL franchise, sign an NFL contract, and make significant money. That's not far-fetched; it's projected by perhaps the leading NFL Draft analyst, Mel Kiper, Jr.<sup>6</sup> But, for Owen, it's not about money or fame. Despite potentially making significant money in the NFL right now, Owen wants to go back to the University of Oklahoma ("OU"), complete his master's degree in accounting, improve his NFL draft stock, and serve a full season as a team captain for the Sooners. He got a taste of that when he started five games for the Sooners at the end of the 2025-2026 season, and, because his legacy at OU means so much to him, he wants to finish what he started. But the very institution—the NCAA—that prides itself on an

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<sup>2</sup> <https://www.usatoday.com/story/sports/college/2025/03/02/oklahoma-football-owen-heinecke-lawsuit-bal-yne-07/88905377007/>.

<sup>3</sup> <https://www.nytimes.com/2025/03/01/sports/college/01/01/2026/01/01/juicy-agoutar-tennessee-ncaa-eligibility.html>.

<sup>4</sup> <https://www.usatoday.com/story/sports/college/football/2025/03/02/oklahoma-football-owen-heinecke-lawsuit-bal-yne-07/88905377007/>.

<sup>5</sup> <https://ports.yahoo.com/news/college-basketball-walking-back-article-by-g-league-players-are-being-allowed-to-play-college-basketball-001544726.html>.

<sup>6</sup> <https://soonerswire.usatoday.com/story/sports/college/sooners/football/2026/03/02/oklahoma-football-owen-heinecke-mel-kiper-jr-jpm-nagy-ncaa-eligibility-nfl-combine-draft-espn/88945458007/>.

amateurism model and should, in theory, act in the best interest of its student-athletes stands in Owen's way.

3. This action arises from the NCAA's bad-faith, unreasonable, and arbitrary decision to deny Owen the opportunity to compete in the upcoming 2026-2027 college football season at OU, all because he competed in approximately 15 minutes of playing time for Ohio State University's ("Ohio State") lacrosse team during three February 2022 matches. But playing lacrosse at Ohio State was not Owen's first choice in high school, and, were it not for numerous factors outside of his control, he would have walked on the Ohio State football team, as well.

4. To date, Owen has competed in only three countable seasons of college football: 2023-2024, 2024-2025, and 2025-2026. As mentioned, Owen did compete—in three games and for approximately 15 minutes of game time—as part of Ohio State's lacrosse team in the Spring 2022 season before transferring to OU and walking on to the OU football team in Fall 2022. In violation of its own bylaws and policies, however, the NCAA seeks to deny Owen a fourth season of college football due to his scant time playing lacrosse at Ohio State.

5. As a Division I student-athlete at Ohio State, and now at OU, Owen 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, Owen 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—here, OU—rather than the student-athlete himself.

6. But the NCAA is a private voluntary association that is not beyond the reach of the law or principles of equity. Its rules, agreed to by the NCAA and its member institutions, constitute

a contract.<sup>7</sup> Owen is a third-party beneficiary of such contract, a status made clear by the NCAA's 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."

7. In Owen's case, the NCAA failed in its mission to foster his wellbeing and development as a student-athlete. The mechanisms (*i.e.*, waiver rules) for granting Owen an 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 Owen, the NCAA insists on considering the evidence in Owen's case in an isolated, rather than comprehensive, manner; taking unreasonable, if not irrational, positions; and acting in an arbitrary and capricious manner in its decision-making.

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

9. Without judicial intervention, Owen will be permanently deprived of access to the college football labor market and the culmination of his stellar collegiate athletic career; OU and Owen's teammates will lose an important and valuable intercollegiate student-athlete and team captain; and broader communities which follow and support OU athletics, in Oklahoma and

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<sup>7</sup> The contracts in this action are the NCAA Constitution and the NCAA Division I Bylaws, voluminous documents which are publicly available at <https://ncaapublications.com>. These contractual documents are incorporated in this Petition by reference.

nationwide, will lose the opportunity to celebrate a player that is essential to the success of OU athletics and embodies the very essence of what it means to be a student-athlete. The Court should grant Owen the injunctive relief sought and allow him to return for one more season of college football at OU.

### **PARTIES, JURISDICTION, AND VENUE**

10. Plaintiff Owen Heinecke is an adult citizen of the State of Oklahoma and is domiciled therein at 1103 Mockingbird Lane, Norman, Oklahoma 73071. Since the 2022-2023 academic year, Owen has attended OU and participated as an active member of the OU football team. Owen asserts only state law claims in this Petition, none of which are based on, or arise under, federal law.

11. Defendant 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.<sup>8</sup>

12. The Court has jurisdiction over the parties and subject matter of this action.

13. Venue is proper in Cleveland County because Owen is a resident of Cleveland County, and a significant portion of the events giving rise to this action arose in Cleveland County.

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<sup>8</sup> The citizenship of unincorporated associations, like the NCAA, is determined by the citizenship of all its member institutions. *Staggs v. Nat'l Collegiate Athletic Ass'n*, No. 18cv1981-L(WVG), 2018 WL 4092104, at \*1 (S.D. Cal. Aug. 28, 2018) (“Citizenship of an unincorporated entity such as NCAA is determined by the citizenship of all of its members.”). Relevant here, the NCAA’s member institutions include, among others, OU, Oklahoma State University, and the University of Central Oklahoma, all of which are domiciled in Owen’s home state of Oklahoma. Therefore, because Owen and the NCAA are both citizens of Oklahoma, there is no basis for removal of this case to federal district court on the basis of diversity of citizenship.

## FACTUAL ALLEGATIONS

### **I. Owen's high-school career and year at Ohio State**

14. Owen was born on March 21, 2003 to parents, Justin and Hayden Heinecke. Growing up, Owen was surrounded by former athletes—his father a former football player at the University of Tulsa, his grandfather a football player at the University of Wisconsin-La Crosse, and his uncle a football player at OU during the Sooners' 2020 national championship season. From an early age, Owen knew he wanted to compete athletically at a high level.

15. Owen attended high school at Bishop Kelley High School in Tulsa, Oklahoma, graduating in May 2021. During his time at Bishop Kelley, Owen excelled both as a football and lacrosse player. His senior year, Owen was named the District 5A-III player of the year in football and led the Comets to a deep playoff run.

16. Owen excelled equally as a lacrosse player. Although Bishop Kelley only fielded a club lacrosse team, Owen quickly became a recruiting target for numerous Power Four<sup>9</sup> lacrosse programs. Owen was, and still is, one of the few elite lacrosse recruits to ever come out of the state of Oklahoma.

17. Despite his success as a lacrosse player, Owen's passion for football never faded. With his standout performances as a football player, one would have thought Owen would be fielding similar offers from Power Four football programs. Unfortunately, for reasons entirely outside Owen's control, that wasn't the case.

18. Owen's junior and senior years of high school, 2019-2020 and 2020-2021, occurred during the height of the COVID-19 pandemic, an unfortunate circumstance which had a serious

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<sup>9</sup> "Power Four" references schools within what many consider to be the most prominent athletic conferences—the Atlantic Coast Conference, Big Ten Conference, Big 12 Conference, and Southeastern Conference.

impact on Owen. The entire country, including the NCAA and its member institutions, were figuring out how to deal with the new reality. As part of that process, during Owen's senior year at Bishop Kelley, the NCAA cancelled all official recruiting visits due to COVID-19 and made it nearly impossible for Owen to visit schools, meet with college coaches, or otherwise pursue his college football dreams.

19. Additionally, in August 2020, the NCAA Division I board of directors voted to give all fall sport student-athletes "an additional year of eligibility and an additional year to complete it through a blanket waiver."<sup>10</sup> Although Owen was not yet a college athlete, the NCAA's decision impacted him directly. The effect of the waiver at the NCAA level was that student-athletes who would have otherwise exhausted their collegiate eligibility were allowed to compete another season. What that led to, in turn, were fewer opportunities for high school players to earn scholarships, as those scholarships now had to be allocated to returning student-athletes. COVID-19 and the NCAA's blanket waiver also led to fewer recruiting opportunities, as many schools did away with in-person visits and opted instead for virtual recruiting measures.

20. Despite these significant challenges, Owen did manage to garner scholarship offers from Army, Navy, Northeastern State University, and the University of Central Oklahoma, but, due to COVID-19 and the NCAA's blanket waiver, he did not receive any scholarship offers from Power Four schools. Faced with the reality that a Power Four football scholarship offer was unlikely, Owen decided to make the decision that made the most sense for him academically, financially, and athletically. That decision was to attend Ohio State, so he signed a national letter of intent to play lacrosse for the Buckeyes.

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<sup>10</sup> [https://www.espn.com/college-sports/story/\\_/id/2971270/ncaa-votes-give-extra-year-eligibility-division-fall-athletes](https://www.espn.com/college-sports/story/_/id/2971270/ncaa-votes-give-extra-year-eligibility-division-fall-athletes).

21. Around this same time, while Owen was still attending high school at Bishop Kelley, he sustained a hip avulsion, which significantly impacted his ability to compete in high school athletics. Additionally, and shortly after signing with Ohio State, Owen suffered a torn labrum and underwent surgery in Spring 2021.

22. Owen enrolled at Ohio State in Fall 2021. Originally, Owen intended to participate as a dual-sport athlete at Ohio State, playing both football and lacrosse. However, the aforementioned hip avulsion injury continued to impact Owen's ability to compete at Ohio State. Well before the Spring 2022 lacrosse season, and while on a recruiting visit to Ohio State, Owen and his family made a formal request to Ohio State's lacrosse Head Coach, Nick Myers, that Owen redshirt his freshman year at Ohio State so that he could get healthy and return to competition at full strength. The request was ignored.

23. On top of that, due to the NCAA's blanket waiver mentioned above, Ohio State's football team had numerous players return, and, therefore, Ohio State did not host walk-on tryouts until the spring of 2022. As a result of all these happenings, Owen was forced to compete for Ohio State's lacrosse team during the Spring 2022 season but was unable to compete—or even try to compete—for Ohio State's football team during the 2021-2022 season.

24. Always looking to finish what he starts, however, Owen honored his scholarship with Ohio State lacrosse and began attending classes in the Fall 2021 semester. Additionally, Owen competed in three lacrosse matches for Ohio State in February 2022.

## **II. Owen transfers to OU, joins the football team as a walk-on, and suffers a serious leg injury**

25. After the 2022 lacrosse season, Owen began to evaluate his future and whether staying at Ohio State would allow him to pursue his dream of playing college football. After much consideration, Owen chose to pursue his true passion of playing football and entered the NCAA

transfer portal in April 2022. Ultimately, Owen decided to return home to Oklahoma so that he could be closer to family and play football for OU, a program undergoing change with the hiring of new head coach, Brent Venables. Coach Venables and his staff offered Owen a walk-on spot, and he enrolled at OU for the 2022-2023 academic year.

26. In July 2022, Owen visited OU's athletic trainers due to a pain in his right leg. Unfortunately, Owen was subsequently diagnosed with a right tibial stress fracture and had surgery to correct the fracture in August 2022. Eventually, after the pain in Owen's leg continued, he underwent a second surgery in January 2023 to remove multiple screws from his leg. Owen was cleared to return to football activities in February 2023.

27. As a result of Owen's serious medical issue, he did not participate in any football games for OU during the 2022-2023 season.

### **III. Owen returns from injury, graduates, and has a breakout season in 2025-2026**

28. Following the 2022-2023 season, Owen played his first snaps as a member of the OU football team. In 2023-2024, Owen played in all 13 games for the Sooners, primarily on special teams. He totaled four tackles, with one in each game against Arkansas State, SMU, TCU, and in the Alamo Bowl against Arizona.

29. In 2024-2025, Owen saw increased action, though his primary role was still as a special teams player. He played in all 13 games on special teams and as a reserve linebacker, totaling seven tackles. Importantly for Owen, he was also named to the SEC Fall Academic Honor Roll.

30. In 2025-2026, Owen experienced his breakout year. Owen again played in all 13 games, while starting the five final games of the year for the Sooners. Owen ranked second on the team with 74 tackles, and he totaled 12 tackles for loss, 3 sacks, four pass breakups, one forced

fumble, and two quarterback hurries. In a highly anticipated, early season matchup with Michigan, Owen recorded a team-high seven tackles and one pass breakup.



31. In his first career start against the Tennessee Volunteers, Owen recorded 13 tackles and one sack-fumble, which was returned 71 yards for a touchdown by R Mason Thomas. Owen's performance earned him SEC Defensive Player of the Week honors.

32. In large part due to its elite defense, of which Owen played a critical role, OU made the College Football Playoff. Although the Sooners lost their first-round matchup, Owen had one of his best games of the season. He recorded seven tackles, including one sack and two tackles for loss, and a quarterback hurry in OU's first-round game against Alabama.

33. Due to his stellar on-field performance, Owen garnered numerous postseason awards. Owen was an All-SEC Second Team selection by the Associated Press and was a semifinalist for the William V. Campbell Trophy, an award which "recognizes an individual as the

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<sup>11</sup> <https://www.si.com/college/oklahoma/football/oklahoma/lb-owen-heinecke-s-journey-to-becoming-key-defensive-playmaker-01k4jyb6grt>.

absolute best in the country for his academic success, football performance and exemplary leadership.”

34. Perhaps most notably, Owen was also given the Don Key Award—an award named after Don Key, who was a three-year starter for the Sooners, an All-Big 8 guard and potential All-American until cancer surgery ended his football career in 1981. Legendary OU head coach, Barry Switzer, established the Don Key Award in 1982. Oklahoma coaches describe the Don Key Award as the highest honor an OU football player can receive while playing for the Sooners, and it is presented annually to the player who best exemplifies the many superior qualities of Mr. Key, both on the field and in the classroom.

35. When asked after the Michigan game to describe his newfound success at OU, Owen stated: “It’s a lot of answered prayers and a lot of hard work. A lot of people are like, ‘Did you think you would have been here? If you could have told yourself you’d be here three years ago[,] would you believe it?’ I always say yeah, this is what I’ve dreamed of.”<sup>12</sup> Owen went on to say, “I know how much work it takes to get to the level like this, and I’m just really grateful. A lot of prayers answered just to be here. A lot of people are just taking a chance on me, so I’m grateful for the opportunity.”

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<sup>12</sup> <https://www.si.com/college/oklahoma/football/oklahoma-lb-owen-hemecke-s-journey-to-becoming-key-defensive-play-maker-01k4jvb6rgt>.



#### IV. The NCAA, its Bylaws, and eligibility rules

36. “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.

37. 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.

38. 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

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<sup>13</sup> <https://tulsaeworld.com/sports/college/ou/article-934qecd5-2da8-4c86-8924-fc29d05b8b54.html>.

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 institution. (The use of this provision is limited to one time in a student-athlete's period of eligibility); or
- The student-athlete was deprived of the opportunity to participate for more than one season in his or her sport within the five-year period of eligibility for reasons that are beyond the control of the student-athlete or the institution.

39. The NCAA's Bylaws go on to define circumstances beyond the control of a student-athlete or institution, while explicitly acknowledging that the list is not comprehensive. Div. I Bylaw 12.6.1.7.1.1. Likewise, the Bylaws define circumstances within the control of the student-athlete or institution, again acknowledging that the list is not comprehensive. Div. I Bylaw 12.6.1.7.1.2. Last, the Bylaws provide that the NCAA “may review requests that do not meet the more-than-one-year criteria of this waiver for circumstances of extraordinary or extreme hardship.” Div. I Bylaw 12.6.1.7.1.3.

40. Under this waiver criteria, if fairly and reasonably interpreted and applied in good faith, Owen satisfied the necessary requirements. He did not participate in football at OU during the 2022-2023 season due to serious injury and surgery, and, because of COVID-19, other serious injuries, and Ohio State football not holding walk-on tryouts until Spring 2022, he was deprived of the opportunity to participate in football at Ohio State for reasons beyond his, or Ohio State's, control. In other words, Owen was “deprived of the opportunity to participate for more than one season in his or her sport within the five-year period of eligibility for reasons that are beyond the control of the student-athlete or the institution.”

41. Division I Bylaw 12.6.1.7.1.1 sets forth numerous “[c]ircumstances considered to be beyond the control of the student-athlete or the institution,” but, critically, the NCAA explicitly states that the examples do not constitute a comprehensive, exhaustive list.

42. The Division I Bylaws also include explicit carveouts, allowing student-athletes in football and wrestling to compete in a certain number of events without exhausting a year of eligibility, which demonstrate the NCAA’s acknowledgment that limited playing time in any given season should not negatively impact a student-athlete’s eligibility:

- 12.6.3.1.6 Exception -- Football. [FBS/FCS] In football, a student-athlete representing a Division I institution may compete in up to four contests in a season without using a season of competition.
- 12.6.3.1.7 Exception -- Men's Wrestling. In men's wrestling, a student-athlete representing a Division I institution may compete in up to five dates of competition during the student-athlete's initial year of collegiate enrollment without using a season of competition. Competition in a conference championship tournament, the NCAA Division I Wrestling Championships, or any other season-ending championship event shall not be exempted from counting as a season of competition.

**V. OU’s request for an eligibility waiver and the NCAA’s decisions**

43. OU submitted its request for eligibility waiver to the NCAA on December 31, 2025 and updated its supporting documentation by transmittal of the same to the NCAA on January 27, 2026. The original request included nearly 200 pages of supporting documentation.

44. On January 28, 2026, the NCAA denied OU’s request, and OU timely appealed this initial denial to the appropriate NCAA committee. On February 19, 2026, in a one-paragraph decision, the committee denied OU’s appeal:

Based on the information submitted by Institution No. 2, SA was not denied at least two participation opportunities. The purpose of extension legislation is to ensure four seasons of participation opportunity. For an SA to receive an extension, an institution must demonstrate SA was denied at least two participation opportunities for reasons beyond the control of SA or institution, resulting in SA not having at least four participation opportunities. While staff noted the 2022-23 academic year

is a denied participation opportunity given SA was unable to compete due to injury, staff was unable to identify a second denied participation opportunity. Specifically, SA had four participation opportunities including the 2023-24, 2024-25, and 2025-26 academic years when SA competed. Additionally, staff considered the 2021-22 academic year a denied participation opportunity given SA enrolled at an institution that sponsored his sport but was not a member of the football team and chose to compete in men's lacrosse, which is a legislated participation opportunity, and Institution No. 2 was unable to demonstrate this decision was outside of SA's control. Additionally, Institution No. 2 was unable to demonstrate otherwise extraordinary circumstances existed to warrant approving waiver.

**VI. Owen is forced to hire an agent and participate in the Senior Bowl and NFL Combine**

45. As one might expect with a player who had the successful year Owen did, the NFL took notice, and, after the 2025-2026 season, Owen was faced with numerous difficult, time-pressing decisions. First, Owen was invited to participate in the Senior Bowl, which is an invite-only scouting event reserved for high-end NFL Draft prospects. Second, Owen was invited to the NFL Combine, which, similar to the Senior Bowl, is an invite-only scouting event held each year for high-end NFL Draft prospects. And third, because NFL teams were beginning to reach out to Owen and express interest in potentially drafting him, Owen was forced to hire an agent to represent him and his interests.

46. But none of these things happened in a vacuum. As a result of the NCAA's arbitrary and unreasonable decision regarding OU's request for an eligibility waiver, Owen was backed into a corner. Owen could have declined the Senior Bowl and Combine invites, refused to hire an agent, and sat back hoping the NCAA would reach a reasonable, just result in deciding OU's request for an eligibility waiver. That route, however, would have almost certainly eliminated any potential chance of Owen getting drafted by an NFL team, should he ultimately have decided to enter the Draft. That was not a risk Owen was willing to take, nor is it a risk he should have taken or been forced to take.

47. As it turns out, Owen made the right decision. As explained herein, the NCAA unreasonably and arbitrarily denied OU's waiver request. Had Owen declined the Senior Bowl and Combine invites, and refused to hire an agent, he would have been left with no remaining college eligibility, while also foregoing once-in-a-lifetime opportunities to increase his chance of playing in the NFL and maximizing his financial opportunities.

### CAUSES OF ACTION

#### **Count I: Breach of Contract (Implied Duty of Good Faith and Fair Dealing Inherent in Every Contract)**

48. Owen incorporates all preceding paragraphs as if fully set forth herein.

49. As a member of Division I of the NCAA, OU has agreed to comply with the NCAA's bylaws and abide by, and participate in, the NCAA's enforcement of its bylaws. In exchange for OU's obligations, the NCAA promises to allow OU 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.

50. Owen, a student-athlete currently enrolled at OU, is an intended third-party beneficiary of the contracts between OU 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); *Bloom v. NCAA*, 93 P.3d 621, 623-24 (Colo. App. 2004) ("[T]o 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[.]"); *Wathor v. Mut. Assurance Adm'rs, Inc.*, 2004 OK 2, ¶ 14, 87 P.3d 559, 563 ("While the

Wathors are strangers to the Administrative Service Contract between Oklahoma County and MAA, it is well settled that third party beneficiaries of a contract may maintain an action on the contract.”).

51. There can be no dispute as to Owen’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.* (emphasis added).

52. “Oklahoma courts read an implied duty of good faith and fair dealing into every contract.” *Holland v. Kutz*, No. CIV-25-00233-JD, 2025 WL 3158695, at \*3 (W.D. Okla. Nov. 12, 2025) (citing *Wathor v. Mut. Assur. Adm’rs, Inc.*, 2004 OK 2, ¶ 5, 87 P.3d 559, *as corrected* (Jan. 22, 2004)). “This duty prohibits parties to a contract from acting in a way that would ‘injure the parties’ reasonable expectations [or] impair the rights or interests of the other to receive the benefits flowing from their contractual relationship.’” *Meyer v. Newrez LLC*, No. 24-cv-43-JDR-CDL, 2025 WL 242255, at \*5 (N.D. Okla. Jan. 17, 2025) (quoting *First Nat’l Bank & Trust Co. of Vinita v. Kissee*, 1993 OK 96, ¶ 24, 859 P.2d 502).

53. Importantly, Owen does not need to “assert breach of specific contract provisions” to prevail on his claim. *Holland v. Kutz*, No. CIV-25-00233-JD, 2025 WL 3158695, at \*3 (W.D. Okla. Nov. 12, 2025). Instead, as explained by the Oklahoma Supreme Court:

“Fair dealing” in the implied covenant emphasizes “**reasonable action**,” while “good faith” is marked by “**the exercise of reasonable diligence**.” The duty to act

in good faith also requires a party to abstain from taking unfair advantage of another.

*Embry v. Innovative Aftermarket Sys. L.P.*, 2010 OK 82, ¶ 14, 247 P.3d 1158 (internal citations omitted) (emphasis added).

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

a. Adopting and applying an internal policy directing staff to "deny cases requesting to exempt competition from the use of a season of competition or for additional seasons of competition" and noting that it would be "inclined to deny" such requests, thus effectively adopting a presumptive-denial policy;

b. Failing to meaningfully consider the evidence submitted by OU showing that Owen was denied a participation opportunity in Fall 2021 in the sport of football due to reasons outside of his control, including;

- i. Disruptions caused by COVID-19;
- ii. Injuries during the 2021-2022 academic year; and
- iii. Ohio State's football team not holding walk-on tryouts until Spring 2022;

c. Failing to apply its policies and Bylaws in Owen's case consistent with decisions rendered as to other student-athletes who presented similar evidence and arguments as those presented by OU in support of Owen;

d. Failing to interpret the evidence submitted by OU in the light most favorable to Owen as a student-athlete, in direct contravention of its “students-first philosophy” designed to place Owen’s “well-being” at the “forefront” of its decision;

e. Failing 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”;

f. Failing to fairly and reasonably apply the evidence submitted by OU to the criterial set forth in the waiver rule; and

g. Conducting an unreasonable, arbitrary, and capricious processing and adjudication of OU’s request for an eligibility waiver.

55. As a result of the NCAA’s breach of the duty of good faith and fair dealing, Owen 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 contract with OU was intended to secure for student-athletes. Such harm cannot be fully or adequately addressed with monetary damages.

### **Count II: Equitable Estoppel**

56. Owen incorporates all preceding paragraphs as if fully set forth herein.

57. “Equitable estoppel is a legal concept which bars a party from alleging or denying certain rights which might otherwise have existed because of the party’s voluntary conduct.” *Sullivan v. Buckhorn Ranch P’ship*, 2005 OK 41, ¶ 30, 119 P.3d 192. “It is used to prevent injustice and should not be used to work a positive gain to a party.” *Id.* “Whether the doctrine of equitable estoppel is applicable depends on the facts and circumstances of each case.” *Apex*

*Siding & Roofing Co. v. First Fed. Sav. & Loan Ass'n of Shawnee*, 1956 OK 195, ¶ 6, 301 P.2d 352.

58. “The essential elements necessary to establish equitable estoppel are: first, there must be a false representation or concealment of facts; second, it must have been made with actual or constructive knowledge of the real facts; third, the party to whom it was made must have been without knowledge, or the means of discovering the real facts; fourth, it must have been made with the intention that it should be acted upon; and fifth, the party to whom it was made relied on, or acted upon it to his or her detriment.” *Sullivan*, ¶ 31, 119 P.3d at 202.

59. Here, the NCAA should be estopped from taking the position that Owen’s participating in the Senior Bowl or NFL Combine, or having hired an agent, renders him ineligible for the 2026-2027 football season. The NCAA allows student-athletes to participate in four seasons in their given sport, and it purportedly champions the well-being of its student-athletes. The NCAA also represents that “[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.” NCAA Div. I Comm. Student-Athlete Reinstatement Guidelines, rev’d May 2025.

60. Upon information and belief, and unbeknownst to Owen and other student-athletes, the NCAA maintains a presumptive-denial policy for eligibility waiver applications. Owen had no way to discover this policy and was instead led to rely on the NCAA’s public statements regarding its purported care for student-athletes’ well-being. And the NCAA clearly intended for its member institutions to take action based on its public statements, without ever disclosing its internal policy.

61. Owen, and likely thousands of other student-athletes, relied on the NCAA’s public statements in seeking an eligibility waiver and operated under the assumption that the NCAA

would conduct a fair, reasoned, and diligent review of this case. To Owen's detriment, that did not happen.

62. The NCAA should be estopped from using Owen's subsequent participation in the Senior Bowl and NFL Combine, as well as his hiring an agent, to justify its unreasonable and bad-faith review of OU's eligibility waiver request or otherwise deny Owen the opportunity to play football for OU during the 2026-2027 season.

### **REQUEST FOR EXPEDITED HEARING**

63. As detailed in this Petition, as well as the Motion for Preliminary Injunction filed simultaneously herewith, time is of the essence. The NFL Draft is on April 23-25, 2026, and OU's spring game is scheduled for April 18, 2026.

64. Due to these timing constraints, Owen needs to know whether he will be eligible to compete for OU no later than the second week of April. If he is not, he deserves the time and ability to turn his attention fully to the NFL Draft.

65. Owen thus respectfully requests that the Court set his Motion for Preliminary Injunction for hearing as soon as the Court's schedule allows. Preferably, Owen requests that a full-day hearing be set as early as possible and that the Court enter an expedited briefing schedule so that the parties may fully brief relevant legal and factual issues before the hearing.

### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff Owen Heinecke respectfully requests that the Court:

A. Preliminarily enjoin the NCAA from prohibiting Owen Heinecke from practicing, playing, or otherwise participating on the University of Oklahoma intercollegiate football team during the 2026-2027 academic year;

B. Permanently enjoin the NCAA from prohibiting Owen Heinecke from practicing, playing, or otherwise participating on the University of Oklahoma intercollegiate football team during the 2026-2027 academic year, and permanently enjoining the NCAA from taking any disciplinary, penal, or other action against Owen Heinecke or the University of Oklahoma as retaliation for, or related to, such injunctive relief;

C. Award Plaintiff his reasonable attorneys' fees and costs where authorized, including any pre-judgment and post-judgment interest; and

D. Grant such other and further relief as the Court may deem just and proper.

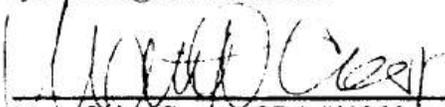
Respectfully submitted,



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