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C-65138
B

**BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM
ON BEHALF OF
LOUISIANA TECH UNIVERSITY**

**DOCKET NO.: C 65138 DIV: B
3RD JUDICIAL DISTRICT COURT
PARISH OF LINCOLN**

VERSUS

PARISH OF LINCOLN

CONFERENCE USA

STATE OF LOUISIANA

**PLAINTIFF'S AMENDED PETITION FOR TEMPORARY, PRELIMINARY,
AND PERMANENT INJUNCTIVE RELIEF AND DECLARATORY RELIEF**

NOW INTO COURT, through undersigned counsel, comes Plaintiff, **BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM** (the "Board of Supervisors" or "Plaintiff"), **on behalf of LOUISIANA TECH UNIVERSITY** ("Tech" or "Plaintiff"), who respectfully submits this Amended Petition and re-urging all other allegations to this Honorable Court, identifying each and every amended paragraph replacing the original paragraph as alleged in the original Petition, as follows:

THE PARTIES

1.

The Plaintiffs in this action are:

A. **The Board of Supervisors for the University of Louisiana System**, is expressly vested with authority as a corporate body under Article VIII, Section 6 of the Louisiana Constitution." The Board of Supervisors is authorized to "supervise and manage the day-to-day operations of institutions of postsecondary education under its control, including, but not limited to...sue and be sued." *See* La R.S. 17:3351.

2.

B. **The Board of Supervisors for the University of Louisiana System is authorized to bring suit on behalf of its member institution, Louisiana Tech University**, a public university under the supervision of the Board of Supervisors for the University of Louisiana System. Louisiana Tech University's principal place of business and its main campus is located at 201 Mayfield Avenue, Ruston, Louisiana 71270.

Amended 3.

The Defendant herein is:

A. **Conference USA ("CUSA" or "Conference")**, a not-for-profit corporation previously

organized under the law of Illinois and merged with and reorganized under the laws of Texas on or about September 2023 as “Conference USA, Inc.,” with its principal place of business and corporate office located at **3100 Olympus Boulevard, Suite 400, Dallas, Texas 75019**. There is no registration for CUSA that validly exists in the State of Texas. However, according to the Secretary of State for Illinois, CUSA’s agent for service information is Illinois Corporation Service Company, 801 Adlai Stevenson Drive, Springfield, IL 62703-4261.

JURISDICTION AND VENUE

4.

This Court has jurisdiction pursuant to Louisiana Code Civil Procedure Article 1 which states, “[j]urisdiction is the legal power and authority of a court to hear and determine an action or proceeding involving the legal relations of the parties, and to grant the relief to which they are entitled.” CUSA has availed itself of jurisdiction within the State of Louisiana since its formation in 1995. CUSA has regularly conducted business in Louisiana and continuously maintained its presence in this state for over 30 years in New Orleans and 2013 in Ruston.

5.

This Court is the proper venue for this action in this Parish pursuant to Louisiana Code Civil Procedure Article 42(5). Defendant, CUSA, is a foreign corporation not licensed to do business in the State of Louisiana. CUSA operates as an intercollegiate athletic conference with member institutions across multiple states, including, but not limited to, the State of Louisiana. CUSA regularly conducts business with Tech in Ruston, Louisiana, and Tulane University as an affiliate member located in New Orleans, Louisiana. The causes of action asserted herein arose, in whole or in part, out of CUSA’s business activities conducted with Tech within the State of Louisiana, and more particularly in City of Ruston, Parish of Lincoln.

FACTS

6.

Tech joined CUSA as a new member in 2013. As stated in CUSA’s Formation Agreement, CUSA was “designed to enhance its member institutions and to provide student-athletes with the best possible athletics experience within the context of the NCAA institutional and conference philosophy.”

7.

Since 2013, Tech has competed as a member institution of CUSA in football, basketball,

baseball, and other intercollegiate athletic programs.

8.

CUSA represented in its 2024-25 Membership Handbook that its purpose is to “enable the Conference’s members to enhance, publicize, fund (through payments or distributions from the Conference...)” and “will benefit and enhance the national stature of each member institution.” Since 2013, CUSA has undergone substantial geographic realignment that has fundamentally altered the nature of membership for Tech. Competition now regularly requires travel distances and times that were not foreseeable when Tech joined, resulting in missed classroom instruction, inadequate rest between contests, and competitive conditions that no longer reflect the regional conference Tech agreed to join in 2013.

9.

Tech has left CUSA. It no longer enhances Tech, its student athletes, coaches and affiliates. Tech looks forward to affiliating with the Sun Belt Conference (“SBC”) in July of 2026.

10.

Tech notified CUSA of its decision to terminate its membership with CUSA on July 14, 2025, with an effective date of July 1, 2026 (Exhibit 1).

11.

CUSA corresponded with Tech on July 17, 2025, attempting to change its effective date of departure in the Notice, citing certain provisions of CUSA bylaws (Exhibit 2).

12.

In response, Tech officials met with CUSA officials on July 29, 2025, in Dallas and informed them of its decision to leave the conference, citing the substantial and immediate travel hour savings to be achieved for its student athletes by moving to a regional conference. At this meeting, the Conference leadership invited Tech to “make an offer” financially. Tech declined to make a verbal offer at the in-person meeting as requested, but agreed to provide a subsequent written offer. The Conference has accepted financial consideration for prior members who exited the Conference that provided significantly fewer days’ notice than Tech provided in July of 2025. With the Conference’s prior dealings of these former members, Tech had every reason to believe that good faith financial discussions would proceed.

13.

The Board of Supervisors held a special meeting on July 30, 2025, regarding Tech’s

departure from CUSA and admission to the SBC in an open and public meeting (Exhibit 3).

14.

On August 1, 2025, Tech provided a financial offer as requested at the in-person meeting, again informing them it was departing on July 1, 2026, citing the health and welfare for its student athletes, and having allowed founding member University of Southern Mississippi, Old Dominion University, and Marshall University to exit the conference on shorter notification periods. Tech further expressed its desire to satisfy the financial obligations to conference pursuant to the exit (Exhibit 4).

15.

Tech again sent correspondence to CUSA on August 18, 2025, indicating no response was received, and reminding CUSA of its request for Tech to make a financial offer in person on July 29, 2025, in Dallas, Texas. In response, Tech transmitted a financial offer in writing on August 1, 2025, to initiate the negotiation. Tech further requested discussions to be held promptly for smooth transition without disruptions (Exhibit 5).

Amended 16.

CUSA responded to Tech on August 27, 2025, with a counteroffer to Tech for exiting the Conference on July 1, 2026. The counteroffer calculated with precision the financial consideration to which the Conference believes it is entitled. The counteroffer attempted a calculation using considerations and variables which have never been disclosed to Tech as member institution of the conference (Exhibit 6). In its August 27, 2025 correspondence, CUSA also referenced the Grant of Rights Agreement executed on June 26, 2023 as part of its financial position concerning Tech's withdrawal. Tech disputes CUSA's interpretation of that agreement, which is addressed more fully below.

17.

Tech responded to CUSA on September 23, 2025, again citing CUSA's acceptance of early withdrawal by three other institutions in 2022, the financial settlement reached and minimal impact to conference operations. Tech further requested dispute resolution to resolve the financial obligations as CUSA acknowledge a July 1, 2026, withdrawal upon reaching financial terms (Exhibit 7).

18.

CUSA responded to Tech's correspondence on October 9, 2025, acknowledging the early

withdrawal of several other institutions, and attempting to state its irrelevance. The prior early departures were accomplished under materially different financial terms than those CUSA now demands of Louisiana Tech, demonstrating inconsistent application of the withdrawal provisions. In its October 9, 2025 correspondence, CUSA reiterated its position that it was entitled to two (2) full years of withheld distributions as a condition of any early departure and stated it would consider dispute resolution only if Louisiana Tech agreed in advance to that financial entitlement (Exhibit 8).

19.

Tech responded on October 24, 2025, to CUSA's letter dated for October 9, 2025, declining to accept CUSA's preconditions as a prerequisite to mediation, and renewed a request for mediation as originally proposed by Tech. Tech further suggested the week of November 10, 2025 for a mediation (Exhibit 9).

20.

CUSA did not respond to Tech's October 24, 2025, request for mediation. Instead, for reasons unclear to Tech, CUSA delivered correspondence to the Board of Supervisors on November 3, 2025, providing its version of events to date, which Tech disputes. (Exhibit 10).

21.

On January 5, 2026, nearly six (6) months after Tech sent CUSA notice of its membership termination, Tech again attempted to resolve the issues by transmitting a final offer letter. Tech's proposed resolution offered to satisfy all financial obligations associated with its withdrawal, constituting a comprehensive good faith effort to resolve the dispute without litigation (Exhibit 11).

22.

CUSA responded on January 23, 2026, rejecting Tech's offer. CUSA's letter mischaracterized Tech's Athletic Director, Ryan Ivey, communication with the Conference to make it appear as if Tech acquiesced to being placed on a schedule. In reality, Ryan Ivey's correspondence to the Conference relied upon CUSA's January 23rd letter which states, "As you are aware, we intend to play in the Sun Belt in 2026, and as such, we have been working to reschedule some of our current non-conference games." (Exhibit 12). At no point did Tech indicate to CUSA that it would remain a member of the Conference beyond June 30, 2026.

23.

On February 13, 2026, Tech made a final attempt at amicable resolution with CUSA. Tech reiterated the reasonableness of the offer previously provided and that it would not be playing any football games in 2026 as a member of CUSA as previously stated; that to include Tech on a schedule at this point is misleading and disingenuous of the parties' course of dealing over the past several months; and to reconsider the offer made. The letter concludes, "I urge you to remove Louisiana Tech from the 2026 football schedule and accept Louisiana Tech's settlement proposal or, at the very least, provide our University with a good faith response that will allow us to continue to work to resolve this dispute amicably." (Exhibit 13).

24.

CUSA responded on February 20, 2026, to Tech's letter dated February 13, 2026. CUSA's correspondence contains several assertions and characterizations with which Tech disagrees, and states, "the Board did not and cannot accept Louisiana Tech's offer to withdraw early and has included Louisiana Tech on its 2026 schedule." (Exhibit 14).

25.

Since meeting with CUSA leadership in July of 2025, Tech has made it clear and continuously communicated to CUSA that its membership would terminate effective June 30, 2026. Tech since July 2025 has repeatedly sought discussions with the Conference, made written offers and requested dispute resolution. Despite seven months of correspondence, written settlement proposals, and repeated requests for mediation, the parties have been unable to reach a resolution. Rather than continuing good faith negotiations, CUSA unilaterally placed Louisiana Tech on its 2026-27 athletic schedule without consultation and in disregard of Louisiana Tech's explicit written notice that it would not participate in Conference USA competition beginning July 1, 2026.

Amended 26.

Not only did the Conference proceed to schedule Tech over its objections, it did so in a manner that creates significant health and safety concerns for Louisiana Tech student athletes. The proposed 2026 football schedule requires Tech student athletes to play three (3) football games, with travel, in twelve (12) days in a contact sport.

27.

Ryan Ivey, Tech's Director of Athletics, protested in writing that CUSA's proposed

schedule presents significant health and safety concerns. These concerns have been ignored by the Conference. Compelled performance itself constitutes irreparable injury. Once Tech is forced to participate, that harm cannot be undone, including the harm that will result to Tech's student athletes from the condensed schedule delivered by the Conference. In addition, mandatory participation would adversely affect recruiting and impair donor relationships and media engagement. These injuries are inherently difficult to quantify and cannot be fully remedied through monetary damages. CUSA would not operationally be harmed by our exclusion and can be made whole financially through the very remedy provisions its bylaws provide.

28.

The schedule provided to Tech violates the CUSA fundamental tenant of providing student athletes with the best possible athletic experiences. This schedule is unsafe, dangerous, and inconsistent with accepted principles and guidelines on rest, recovery, and travel periods.

29.

CUSA will not suffer any damages by leaving Tech off from its 2026-2027 athletic schedule and terminating its membership effective June 30, 2026. It will be easier for CUSA to create a balanced schedule, particularly in football, since CUSA will have an even number of teams (with Tech, CUSA has eleven (11) teams, without Tech, CUSA has ten (10) teams). This scheduling reality was explicitly acknowledged by CUSA in a memorandum from Josh Yonis, Assistant CUSA Commissioner, dated for January 24, 2026. In the memo, Assistant Commissioner Yonis acknowledged the need to balance an odd number of teams, stating a schedule consideration included, "[a]ccounting for an odd number of conference members, necessitating one institution to be idle during each conference week and further constraining week-by-week scheduling options." (Exhibit 15).

30.

CUSA created this controversy by its actions in engaging in a financial negotiation for Tech's departure since July of 2025, before suddenly demanding participation in its 2026-27 athletic schedule in February of 2026.

Amended 31.

For a period exceeding seven (7) months following Tech's July 14, 2025 notice, CUSA communicated exclusively in financial terms with every letter, counterproposal, and discussion focused on monetary obligations: distributions, media rights, and late-notice penalties calculated

to the dollar. At no point during those seven months did CUSA invoke Section 3.07(i) of the Conference bylaws or indicate any intent to compel Tech's participation in the 2026-27 season. CUSA's sustained course of dealing confirms this dispute was treated as a financial matter, which is consistent with CUSA's course of dealing with prior departing members the University of Southern Mississippi, Old Dominion University, and Marshall University.

32.

Despite the Board of Supervisors and Tech's good faith efforts to resolve this matter amicably over a period of eight months, including multiple written settlement proposals and repeated requests for mediation, CUSA has declined to engage in meaningful resolution and has instead placed Louisiana Tech on its 2026-27 athletic schedule in disregard of Tech's explicit and repeated written notice that it would not participate in Conference USA competition beginning July 1, 2026.

32a.

On March 13, 2026, the SBC published its football schedule for the 2026-27 academic year. That schedule lists Tech as a member institution with assigned competition dates across SBC athletics. (Exhibit 20). CUSA issued a schedule on the night of March 12, 2026 for the 2026-27 academic year and lists Tech as a participating member institution. Tech's July 14, 2025 withdrawal notice expressly identified July 1, 2026, as its intended effective exit date. The SBC schedule published on March 13, 2026, is the direct and foreseeable consequence of that publicly stated departure timeline, a timeline CUSA has been on notice of for eight (8) months. Tech now appears on two (2) conference competition schedules for the same academic year. One institution cannot perform membership obligations to two (2) conferences simultaneously.

COUNT I

TEMPORARY, PRELIMINARY AND PERMANENT INJUNCTIVE RELIEF

Amended 33.

Tech seeks temporary, preliminary and permanent injunctive relief pursuant to Louisiana Code of Civil Procedure Article 3601 et seq, which authorizes injunctive relief when irreparable injury will result to the applicant if the relief sought is not granted and the applicant is entitled to the relief sought. Here, the irreparable harm at issue is concrete and present. Tech now appears on two (2) athletic conference competition schedules for the same academic year. A single institution cannot concurrently perform membership obligations to two (2) athletic conferences. No monetary payment can remedy that impossibility after the fact. “[A]n injunction shall be issued in cases

where irreparable injury, loss, or damage may otherwise result to the applicant...” La. Code of Civ. Proc. Art. 3601(A).

Amended 34.

The SBC has published a schedule including Tech as a member institution for the 2026-27 academic year (Exhibit 20). CUSA published a schedule including Tech for the same year. *See* Exhibit 21. Tech provided written withdrawal notice to CUSA on July 14, 2025. Tech’s notice, whether timely or not, does not itself render the notice ineffective or invalidate its withdrawal effective July 1, 2026. Any financial consequences arising from that departure are properly addressed through damages. Compelled athletic participation does not address those consequences because Tech is presently listed on the athletic competition schedules of two (2) conferences for the same academic year and cannot concurrently perform both. CUSA’s own internal communications further acknowledge that its scheduling obligations are easier to accomplish without Tech as a member. (Exhibit 15). Under these circumstances, damages provide an adequate remedy for any breach CUSA alleges.

Amended 35.

Tech’s participation in the SBC for the 2026-27 academic year is not a development that arose from this litigation. Tech’s July 14, 2025 withdrawal notice expressly identified July 1, 2026 as its exit date and Tech has consistently stated it would be departing for the SBC on that date from that point forward. The operational conflict now before this Court is the direct and foreseeable consequence of CUSA’s decision to pursue financial resolution exclusively for months before unilaterally placing Tech on its schedule publicly released on March 12, 2026.

Amended 36.

The CUSA schedule produces immediate and irreparable harm to Tech’s student-athletes independent of any contractual dispute. The CUSA schedule delivered to Tech places Tech athletes in three (3) football games within a twelve (12)-day span, including a game on the day of graduation. Tech Athletic Director, Ivey, protested this scheduling in writing (Exhibit 16). CUSA left the schedule unchanged. This condensed schedule affects athlete health, academic scheduling, and team travel in ways that cannot be remedied after the fact. Tech will be irreparably harmed and unable to appropriately schedule classes, study halls, and related, required services to its student athletes based on two (2) competing and conflicting schedules.

Amended 37.

CUSA's course of conduct following Tech's withdrawal notice is relevant to the equities before this Court. From July 2025 through February 2026, CUSA's communications with Tech addressed financial resolution exclusively, describing in detail exit payments, media share distributions, and the financial terms of Tech's departure, including a damages calculation for Tech's 'late' notice. CUSA calculated its perceived damages to the dollar. CUSA did not seek emergency relief, did not invoke equitable remedies, and did not demand compelled participation as a condition of any correspondence. Tech structured its institutional planning, athletic department decisions, and conference affiliation discussions in reasonable reliance on that exclusive pursuit of financial resolution. CUSA's assertion of compelled participation arose only after those negotiations failed to yield an offer satisfactory to CUSA. A party that pursues financial remedies exclusively for months and invokes equitable compulsion only after those negotiations fail has not pursued equitable relief in good faith.

Amended 38.

The balance of equities weighs decisively in Tech's favor. Tech has pled and sufficiently demonstrated a prima facie right to the relief sought because damages caused by conflicting schedules and requirement to be in two places at the same time is simply impossible. Furthermore, CUSA's alleged injury from Tech's withdrawal is purely financial and fully compensable through damages if Conference USA ultimately prevails on the merits. CUSA has already quantified the alleged financial impact of Tech's 'late' notice and pursued that financial remedy exclusively for months. Where an adequate remedy at law exists, Louisiana courts decline to impose equitable relief compelling continued contractual performance. *See Sizeler Prop. Invs., Inc. v. Gordon Jewelry Corp.*, 544 So. 2d 53, 56 (La. Ct. App. 4th Cir. 1989) (declining specific performance under La. Civ. Code art. 1986 where enforcement would require continuous judicial supervision). Nor could CUSA obtain injunctive relief compelling Tech's continued athletic participation. Louisiana law does not permit injunctions that effectively require specific performance of a contract involving a continuing succession of acts whose performance would require protracted judicial supervision. *See Daily States Publ'g Co. v. Uhalt*, 169 La. 893, 126 So. 228, 231 (1930). Conference membership necessarily entails numerous ongoing obligations, including scheduling, competition, governance participation, and media commitments, that would require precisely the type of continuous supervision Louisiana courts decline to undertake. Because CUSA's alleged

injury is compensable through damages while Tech faces immediate and irreparable operational harm, including conflicting conference competition obligations that cannot be unwound after the fact, the balance of harms strongly favors issuance of the requested injunction.

39.

It is extremely important that Tech adopt and maintain scheduling practices that are appropriate, realistic, and humane, giving student-athletes the time they need to rest, train properly, and avoid injury. Without such protections, these young athletes are placed in harm's way and forced to compete under conditions that jeopardize their well-being. Scheduling practices should allow student-athletes sufficient time for rest, preparation, and recovery.

Amended 40.

Tech respectfully requests that this Court issue an injunction enjoining CUSA from taking any action to compel Tech's participation in CUSA athletic competition for the 2026-27 academic year, pending final resolution of the claims set forth herein. The requested injunction is prohibitory in nature, preserves Tech's existing operational status as a published SBC member, and requires only a prima facie showing under Louisiana Code of Civil Procedure Article 3601.

Amended 41.

Tech further requests that upon final adjudication of the merits of the claims set forth herein, this Court issue a permanent injunction enjoining Conference USA, Inc. from taking any action to compel Tech's participation in CUSA athletic competition. Any financial consequences arising from the timing of Tech's withdrawal notice are properly addressed through damages, which is the remedy CUSA itself pursued exclusively for months. Monetary relief, if warranted, restores CUSA to the position it claims it would have occupied absent Tech's departure. Compelled athletic participation does not. Equity does not require continued participation where an adequate remedy at law exists. CUSA's remedy, if any, is financial.

Amended 42.

Moreover, having continuously approached this dispute as an exclusively financial matter for over seven (7) months, CUSA should be enjoined from now compelling Tech's participation in the Conference's schedule. The effect of compelled performance at this stage of the dispute is entirely punitive. It does nothing to advance good faith resolution and serves only to threaten the health and safety harms to Tech's student-athletes and the institutional harms to Tech's recruiting,

scheduling commitments, and media engagement described above.

43.

Furthermore, at no point during those seven (7) months did CUSA invoke Section 3.07(i) of the Conference Bylaws or indicate any intent to compel Tech's participation in the 2026-27 season. CUSA's sustained course of dealing confirms this dispute was treated as a financial matter, which is consistent with CUSA's course of dealing with prior departing members such as the University of Southern Mississippi, Old Dominion University, and Marshall University.

44.

The Board of Supervisors and Tech will suffer irreparable harm if injunctive relief is not granted.

COUNT II

DECLARATORY RELIEF –

- I. CONFERENCE USA'S CONTRACTUAL PROVISIONS PENALIZING JUDICIAL RELIEF ARE NULL AND UNENFORCEABLE**
- II. CONFERENCE USA MAY NOT WITHHOLD NCAA DESIGNATED INSTITUTIONAL DISTRIBUTIONS FROM TECH**
- III. THE REVENUE DISTRIBUTION PAID TO TECH PRIOR TO THE NOTICE DATE CANNOT BE RECOUPED**

45.

Tech re-alleges and incorporates by reference all preceding paragraphs of this Petition as fully set forth herein.

46.

Pursuant to Louisiana Code of Civil Procedure Articles 1871 and 1872, this Court has authority to declare the rights, status, and other legal relations of parties arising under a written contract. A declaratory judgment is warranted where, as here, an actual, present, and justiciable controversy exists between parties regarding adverse legal interest of sufficient immediacy to justify relief.

47.

Three distinct, actual, and justiciable controversies exist between Tech and CUSA regarding the scope of Tech's financial obligations in connection with its withdrawal, each of which independently warrants declaratory relief: (i) whether Sections 3.07(e) and 12.04 of the CUSA bylaws, which purport to impose financial penalties on Tech for seeking judicial resolution of this dispute, are enforceable as against Tech; (ii) whether CUSA may lawfully withhold or intercept

NCAA-designated institutional distributions that flow through CUSA to Tech as their constitutionally guaranteed and institutionally intended recipient; and (iii) whether CUSA may demand the return of the revenue distribution paid to Tech before the Notice Date of Tech's withdrawal.

I. SECTIONS 3.07(E) AND 12.04 OF THE BYLAWS ARE NULL AND UNENFORCEABLE AND DO NOT PROHIBIT THIS ACTION

48.

Before addressing the substantive financial disputes, Tech directly confronts two Bylaw provisions that CUSA has invoked, or threatens to invoke, as financial weapons against Louisiana Tech for seeking judicial relief. Section 3.07(e) purports to trigger unlimited “additional damages” whenever a Withdrawing Member challenges or interferes with the Distribution Withholding or the enforcement of the Grant of Rights Agreement “by legal action or otherwise.” Section 12.04 purports to obligate any member who institutes a civil action with respect to any matter subject to arbitration to reimburse CUSA for all attorneys' fees and costs of defense. CUSA's February 20, 2026, correspondence to Louisiana Tech explicitly cited Section 12.04 by name as a threatened consequence of seeking judicial relief. These provisions are null, void, and unenforceable as against Tech for the following independent reasons, each of which is sufficient standing alone (Exhibit 17).

A. Section 12.04 Is Null and Void Under La. R.S. 9:2778

49.

Section 12.04 of the Bylaws imposes attorneys' fees as a penalty for violating the mandatory arbitration clause in Section 12.01, which requires all disputes between CUSA and its members to be resolved by binding arbitration in Dallas, Texas, under Texas law. Section 12.04 has no independent operation apart from the arbitration mandate it enforces. It exists solely to make the exercise of judicial rights economically catastrophic.

50.

Louisiana Revised Statute 9:2778 declares null, void, unenforceable, and against public policy any provision in a public contract that requires a proceeding to be brought in a forum or jurisdiction outside Louisiana or that requires interpretation of the agreement according to the laws of another jurisdiction. Tech is an agency of the State of Louisiana and a member institution of the University of Louisiana System. *See Hankton v. State*, 294 So. 3d 25 (La. 4th Cir. 2020); La. R.S. 13:5102. The CUSA Bylaws, which are the governing documents of a nonprofit corporation to

which Louisiana Tech is bound as a member, constitute public contracts within the meaning of La. R.S. 9:2778. See *Police Jury of Calcasieu Parish v. Indian Harbor Insurance Company*, 395 So. 3d 717 (La. 2024) (broadly construing La. R.S. 9:2778 to apply to all contracts with state entities regardless of type or subject matter, in furtherance of the statute's public policy objective).

51.

Because Section 12.01's mandatory Dallas arbitration clause is null, void, and unenforceable under La. R.S. 9:2778, Section 12.04's attorneys' fee obligation, which exists solely to enforce that void arbitration clause, is likewise null and unenforceable. A penalty provision whose exclusive purpose is to coerce compliance with a void contractual obligation cannot survive the nullification of the underlying mandate it enforces. Sections 12.01 and 12.04 are not severable: one is the mandate, the other is the sanction for violating it. They fall together.

B. Conference USA Has Waived the Arbitration Clause and Section 12.04 By Voluntarily Invoking Louisiana Judicial Process

52.

CUSA previously filed a Petition for Writ of Mandamus in the Nineteenth Judicial District Court, Parish of East Baton Rouge, Louisiana, bearing Docket No. 770,129, captioned *Conference USA v. Board of Supervisors of the University of Louisiana System* (the 'EBR Action'). On January 13, 2026, the Court ruled on that petition, and the proceeding was concluded. CUSA's correspondence dated February 20, 2026, to Louisiana Tech's President expressly referenced that suit as part of CUSA's effort to compel Louisiana Tech's compliance.

53.

The EBR Action sought to compel production of public records directly relevant to this dispute, specifically, records concerning the timing of Louisiana Tech's invitation to the SBC. CUSA invoked Louisiana judicial process not to resolve some unrelated statutory matter but to gather evidence for the precise dispute it now insists must be resolved exclusively in Dallas arbitration. A party cannot selectively invoke Louisiana courts when judicial process advances its litigation position, while simultaneously threatening its counterpart with financial sanctions under Section 12.04 for exercising the same right. The arbitration clause in Section 12.01, and the fee-shifting mechanism in Section 12.04 that enforces it, cannot be wielded as a sword against Louisiana Tech's access to courts by a party that has already treated Louisiana courts as a legitimate and convenient forum for proceedings in this same dispute.

C. Section 3.07(e) Does Not Apply to Louisiana Tech's Challenge to the Characterization of NCAA Distributions as 'Distribution Withholding' Funds

54.

Section 3.07(e) provides for Additional Damages when a Withdrawing Member “challenges or opposes or interferes with” the “withholding of the Distribution Withholding” or enforcement of CUSA's Grant of Rights Agreement. By its terms, Section 3.07(e) is triggered only when a member contests the Distribution Withholding mechanism as applied to funds that are conceded to fall within the withholding's scope.

55.

Tech's challenge, set forth in Section II below, is categorically different. Tech does not concede that NCAA-designated institutional distributions are part of the Distribution Withholding. Louisiana Tech's argument is that these funds fall entirely outside the Distribution Withholding, because they are constitutionally guaranteed to Tech by NCAA legislation that supersedes the CUSA Bylaws; because CUSA serves only as a conduit for their transmission and does not own them; and because they are not “Conference revenues” as that term is defined and applied in CUSA's own financial reporting. A challenge to the characterization of funds, arguing that specific funds were never within the Distribution Withholding to begin with, is not a challenge to “the withholding of the Distribution Withholding.” It is a challenge to the predicate on which CUSA's withholding claim rests.

56.

This distinction is not semantic; it is structural. Section 3.07(e)'s Additional Damages exposure is tied directly to the merits: if Tech is correct that NCAA distributions are constitutionally guaranteed institutional entitlements outside the Distribution Withholding, then CUSA's attempt to withhold them is an unlawful seizure of protected funds, not a lawful exercise of withholding rights, and Section 3.07(e) was never triggered. A contractual penalty provision cannot simultaneously punish a party for asserting a legal right and defining the scope of that right. Where the merits and the trigger are inseparable, the merits must be resolved first.

D. Sections 3.07(e) and 12.04 Are Null as Contrary to Louisiana Public Policy and the Constitutional Right of Court Access

57.

Louisiana Constitution Article I, Section 22 guarantees that no person shall be denied the right of access to courts. Louisiana Tech University, as a member of the University of Louisiana System and an agency of the State of Louisiana, possesses and is constitutionally entitled to exercise this right without contractual penalty. A private contractual provision that imposes unlimited financial damages on a state entity solely because it seeks judicial resolution of a good-faith contractual dispute directly conflicts with this constitutional guarantee and is an absolute nullity under Louisiana Civil Code Article 2029 *et seq.*, which voids obligations contrary to public policy and law.

58.

The combined operation of Sections 3.07(e) and 12.04 creates a contractual regime specifically engineered to make judicial relief economically prohibitive for any withdrawing member. Section 3.07(e) imposes unlimited actual damages, defined in the Bylaws to include “lost revenues, damage to reputation and public image, and damage to relationships with related parties”, triggered instantly upon filing of any legal action that could be characterized as challenging the withholding. Section 12.04 adds unlimited attorneys' fees on top of that exposure. Together these provisions do not establish a reasonable contractual remedy; they erect a financial barrier to court access that Louisiana law will not enforce as against a public university spending public funds to vindicate legal rights in a Louisiana court. Both provisions are absolute nullities under Louisiana Civil Code Article 2029 *et seq.*

II. CUSA MAY NOT WITHHOLD NCAA-DESIGNATED INSTITUTIONAL DISTRIBUTIONS FROM LOUISIANA TECH UNIVERSITY

59.

As part of its annual revenue distribution process, CUSA receives from the NCAA and is obligated to transmit to its member institutions certain funds in designated categories that the NCAA distributes for specific institutional purposes. For the fiscal year ending June 30, 2025, the NCAA distributions transmitted to Tech through CUSA totaled \$973,170.00, comprising: Academic Enhancement Fund (\$143,810.00); Sport Sponsorship (\$113,801.00); Grant-in-Aid (\$454,077.00); Student-Athlete Opportunity Fund (\$204,368.00); and Special Assistance Fund (\$57,114.00), as reflected on CUSA's own Statement of Institutional Net Revenue Distribution (Exhibit 18). Comparable distributions are expected for the fiscal year ending June 30, 2026, which is the distribution CUSA has stated it intends to withhold in its entirety.

60.

CUSA's position, stated in its August 27, 2025, correspondence and reiterated in its February 20, 2026, correspondence, is that the amended language of Section 3.07(d), providing for withholding of “all distributions or payments of any type” and “Conference revenues of any nature”, is broad enough to encompass these NCAA-designated funds. In support of this position, CUSA has cited a recent change in NCAA policy characterizing certain funds as “unrestricted,” arguing that this characterization converts NCAA pass-through distributions into general Conference revenues subject to Conference discretion. Louisiana Tech disputes CUSA's position on each of the following independent grounds, each of which is independently sufficient to require the declaratory relief sought herein.

A. NCAA Bylaw 20.01.3 Guarantees Louisiana Tech's Receipt of These Distributions and Preempts the CUSA Bylaw Amendment

61.

The threshold and dispositive issue are not what Section 3.07(d) says. Rather, it is whether CUSA has the authority to enact a bylaw that overrides a binding guarantee established by the NCAA, the governing body of which CUSA and Louisiana Tech are both members and whose legislation supersedes conference-level rules.

62.

NCAA Bylaw 20.01.3, entitled “Revenue Guarantee,” provides: “All member institutions and conferences in good standing with Division I membership requirements shall receive revenue from all gross revenue sources received by the Association, unless specifically excluded, through the division’s revenue distribution formulas.” NCAA Bylaw 20.01.3.2, revised as recently as January 15, 2025, expressly enumerates the guaranteed distribution formula components, including the Academic Enhancement, Academic Performance, Conference Grant, Grants-in-Aid, Student Assistance, and Sports Sponsorship funds. The operative distribution formula is expressly cross-referenced to the revenue distribution policy and plan approved by the Board of Directors as of January 14, 2026, reaffirmed by the NCAA’s own governing body just weeks ago, while this dispute was already active.

63.

Tech is an active Division I member institution in full good standing with all Division I membership requirements. It has not been placed in restricted membership, it is not reclassifying

to a lower division, and it has not been excluded from distribution eligibility by any NCAA rule or action. Under the plain and unambiguous language of NCAA Bylaw 20.01.3, Tech shall receive revenue through all of the division's distribution formulas, including all five categories CUSA seeks to withhold. This is not a right created by the CUSA Bylaws. It is a guarantee established by binding NCAA legislation.

64.

CUSA is an NCAA member conference. Its bylaws, the internal governance rules of a conference operating within the NCAA structure, are subject to and must be consistent with NCAA legislation. NCAA Bylaws constitute the supreme governance law of the Association, with which subordinate conference-level rules must conform. NCAA Constitution Article 2.C.4.a expressly requires that all conferences "adhere to the principles and provisions in this constitution and those established by their division." A conference bylaw that purports to intercept and permanently retain funds that NCAA Bylaw 20.01.3 guarantees shall be received by member institutions in good standing is in direct and irreconcilable conflict with that binding NCAA legislation. Under well-established principles of organizational governance hierarchy, a subordinate rule that conflicts with a superior governance document is null and unenforceable to the extent of the conflict. Section 3.07(d) of the CUSA Bylaws, as amended, cannot lawfully divest Louisiana Tech of revenue distributions guaranteed to it by NCAA Bylaw 20.01.3. The amendment is preempted and null as applied to those funds.

65.

CUSA's argument that the NCAA's shift to "unrestricted" distributions defeats the Revenue Guarantee misreads both the NCAA's governance framework and the meaning of the word "unrestricted" within it. In the NCAA's revenue distribution context, "unrestricted" describes spending flexibility, how funds may be used once received by institutions and conferences. The NCAA's 2024 Division I Revenue Distribution Plan identifies funds where institutions have latitude in application rather than being bound to specific enumerated expenditure categories. "Unrestricted" in this framework has never meant, and does not mean, that conferences are free to withhold these funds from the member institutions entitled to receive them. It describes the permissible use of funds after receipt, not the authority to deny receipt. NCAA Bylaw 20.01.3's Revenue Guarantee operates independently of and is wholly unaffected by the NCAA's internal

characterization of spending flexibility for certain fund categories.

66.

The Student Assistance Fund is not merely “unrestricted”; it is the opposite. The 2024 NCAA Division I Revenue Distribution Plan states expressly: “As a guiding principle, the Student Assistance Fund shall be used to assist student-athletes in meeting financial needs that arise in conjunction with participation in intercollegiate athletics, enrollment in an academic curriculum or to recognize academic achievement.” NCAA Bylaw 15.01.6.1 enumerates specific prohibited uses, including capital improvements, salaries and benefits, stipends, and development opportunities. The Student Assistance Fund further requires conferences to report annually to the NCAA national office on the amount of funds used in each allowable category. A fund with mandatory purpose restrictions, a codified list of prohibited uses, and mandatory annual reporting to the NCAA national office is not discretionary Conference revenue available for withholding at Conference discretion. CUSA’s characterization of this welfare fund as an “unrestricted Conference revenue” is directly contradicted by the NCAA’s own distribution plan and Bylaws.

B. Conference USA Is a Conduit for NCAA Distributions and Cannot Withhold Funds It Does Not Own

67.

Independently of the preemption argument, CUSA lacks the legal capacity to withhold these funds because it does not own them. The right to withhold is contingent on ownership. CUSA may withhold Conference-generated revenues that it owns and controls. It cannot withhold funds belonging to Louisiana Tech by virtue of NCAA Bylaw 20.01.3’s Revenue Guarantee and the NCAA’s own distribution framework, funds that flow to CUSA not as revenue but as a transmission obligation.

68.

The 2024 NCAA Division I Revenue Distribution Plan defines CUSA’s role with precision: “Funds will be sent to the conference of which the institution is a member at the time of the distribution. The conference is responsible for disbursing the funds appropriately.” CUSA is the designated disbursement agent. Its obligation is to disburse appropriately, meaning in accordance with NCAA Bylaw 20.01.3 and each fund’s designated purpose. A disbursement agent does not acquire ownership of funds committed to its care for transmission. A bank that processes a wire transfer does not own the funds in transit. A conference that receives and disburses NCAA-

guaranteed institutional distributions does not own those funds in transit. The relationship is agency, not ownership, and a bylaw amendment cannot transform that relationship by declaration.

69.

The Distribution Plan reinforces this structural characterization for Sports Sponsorship and Grants-in-Aid specifically: if a conference “does not confirm in writing, with a copy of its relevant bylaw, the national office will disburse the funds directly to the respective institutions.” This provision, expressly authorizing the NCAA to bypass the conference entirely and pay institutions directly, is a structural admission that these funds belong to the institutions, not the conference. The conference is a routing mechanism whose participation is conditional and confirmatory, not proprietary. Funds that the NCAA will disburse directly to institutions if the conference fails to act are not Conference revenues that the conference owns and controls. They are institutional entitlements that flow through the conference as an administrative convenience. Louisiana Tech’s entitlement to receive them is independent of and superior to any conference-level withholding mechanism.

70.

Tech’s student-athletes are the ultimate intended beneficiaries of several of these fund categories. The Special Assistance Fund and Student-Athlete Opportunity Fund exist specifically to provide emergency financial assistance and welfare support directly to student-athletes. The Academic Enhancement Fund is designated for enhancement of academic-support programs for student-athletes. Grant-in-Aid distributions fund athletic scholarships. These are not fungible revenue streams available for Conference deployment at the Conference’s discretion. They are welfare and educational support mechanisms whose designated beneficiaries, specifically, Tech student-athletes, who hold cognizable interests in their receipt under both the NCAA’s distribution framework and Louisiana law. Louisiana Civil Code Article 1978 recognizes that a stipulation for the benefit of a third party gives that party the right to demand performance of the obligor’s obligation. To the extent Tech’s student-athletes are the intended beneficiaries of these distributions, CUSA’s interception of them is not merely a breach of its obligations to Tech; it is a unilateral extinguishment of rights belonging to persons who are not parties to this dispute, have no contractual mechanism to protect themselves, and whose welfare funds a private conference has no legitimate interest in retaining.

C. Conference USA's Own Financial Reporting Establishes That NCAA Distributions Are Not 'Conference Revenues' Subject to Withholding

71.

Even setting aside the preemption and conduit arguments entirely, CUSA's own financial reporting provides an independent, contract-based ground for relief: NCAA distributions are not "Conference revenues" as that term is defined and applied in CUSA's own official accounting, and therefore fall outside the plain language of Section 3.07(d) regardless of how broadly 'of any nature' is construed.

72.

CUSA's Statement of Institutional Net Revenue Distribution for the Fiscal Year Ending June 30, 2025, which is CUSA's own official financial document, presents revenues in two separately labeled and structurally distinct categories. The first is headed 'Total Net Revenue Before NCAA Distribution' and totals \$2,896,613.08, encompassing television revenue, NCAA Basketball Unit distributions, marketing and internet revenue, championship revenues, bowl revenues, and NCAA Academic Performance revenues. The second, separately labeled 'NCAA Distributions,' totals \$973,170.00 and encompasses Academic Enhancement, Sport Sponsorship, Grant-in-Aid, Student-Athlete Opportunity Fund, and Special Assistance Fund. The statement produces a final 'Net Revenue Distribution' figure by adding both categories together.

73.

The accounting structure is an admission against interest. CUSA does not add NCAA distributions to its Conference revenues; it reports Conference revenues separately and then adds NCAA distributions on top. The header "Total Net Revenue Before NCAA Distribution" does not merely describe a calculation order. It is CUSA's own declaration, in its official financial reporting, that NCAA distributions are not included within Conference net revenues. Under Louisiana Civil Code Article 2047, each provision of a contract must be interpreted in light of the contract as a whole. Under Article 2046, clear and unambiguous terms must be applied as written. When Section 3.07(d) refers to 'Conference revenues of any nature,' that phrase must be construed in light of how CUSA itself defines and accounts for Conference revenues, and, by CUSA's own definition, NCAA distributions are not Conference revenues. They are a separate, additive category.

74.

CUSA cannot simultaneously represent to its member institutions in its official financial reporting that NCAA distributions are categorically distinct from Conference revenues and then represent to this Court that the phrase “Conference revenues of any nature” encompasses those same distributions. A party is bound by its own admissions. Where a party's conduct establishes a consistent and recognized practice of treating funds as categorically distinct from other revenues, that practical construction of the contractual term is controlling. *See Louisiana Civil Code Article 2053* (parties' practical construction of a doubtful agreement is evidence of their intent). Under any standard of Louisiana contract interpretation, the phrase “Conference revenues of any nature” means what CUSA's own financial reporting says it means; and it does not mean NCAA distributions.

D. The Bylaw Amendment Was Adopted Without the Mutual Assent of Member Institutions on This Specific Application

75.

Louisiana Civil Code Article 1927 requires contract formation through the consent of the parties. Article 2046 requires enforcement according to the parties' common intent. Article 2056 provides that where contract language is ambiguous, it is construed against the party who furnished the text. These principles converge to preclude CUSA from enforcing the amended withholding language to capture NCAA institutional distributions that no member institution understood, or had reason to understand, were subject to withholding.

76.

The Bylaw amendment adopted in September 2023, modifying the Distribution Withholding language to read “all distributions or payments of any type” and “Conference revenues of any nature” was presented to member institution representatives for approval without any express reference to NCAA-designated institutional distributions as a target of the expanded withholding language. CUSA's own financial reporting, which continued to treat NCAA distributions categorically distinct from Conference revenues both before and after the amendment, would have given no member institution representative any reason to understand that the amendment reached beyond Conference-generated revenues to encompass NCAA pass-through funds. The amendment was ambiguous on this specific application, and under Louisiana Civil Code Article 2056, that ambiguity must be construed against CUSA, which furnished and

controls the Bylaws.

77.

The absence of any express reference to NCAA distributions in the amended bylaw language is itself determinative evidence of the parties' mutual understanding. Sophisticated parties who intend to expand withholding rights to encompass a specific, identifiable, and previously distinct category of funds, in particular funds as legally and financially distinct as constitutionally guaranteed NCAA institutional distributions, include express language to that effect. The decision to use broad generic language rather than specifically naming NCAA distributions is either evidence that the parties did not agree their withholding was contemplated, or evidence of deliberate drafting ambiguity. Under either interpretation, the amendment cannot be enforced against Louisiana Tech's objection to capture funds outside the scope of any mutual assent.

78.

To the extent CUSA possesses internal communications, board minutes, or other documents reflecting an undisclosed intent to capture NCAA distributions through the amendment, such unexpressed subjective intent does not substitute for mutual assent. Under Louisiana law, a party's uncommunicated subjective intent is irrelevant to contract formation and interpretation. See Louisiana Civil Code Articles 1927 and 2045 (common intent of the parties governs; not the subjective intent of one). Nor would such documents cure the good faith problem they would create: engineering a bylaw amendment to achieve a specific financial result against future departing members, without disclosing that intent to the member institutions whose votes are necessary for adoption, is inconsistent with the obligation of good faith that governs both the formation and performance of contracts under Louisiana Civil Code Article 1759.

E. Application of Section 3.07(d) to NCAA Distributions Is Null as Contrary to Public Policy Under Louisiana Civil Code Article 2033

79.

Louisiana Civil Code Article 2029 *et seq.* provides that an obligation contrary to public policy is an absolute nullity. Louisiana has a well-established and legislatively expressed public policy favoring the academic welfare, financial support, and well-being of student-athletes at public institutions of higher education. The NCAA fund categories at issue: the Special Assistance Fund, Student-Athlete Opportunity Fund, Academic Enhancement Fund, and Grant-in-Aid

distributions, exist for specific, congressionally and institutionally recognized purposes: providing student-athletes with emergency financial assistance, academic support services, and scholarship funding. CUSA's interception of these funds as a financial weapon in a membership departure dispute, thereby depriving Louisiana Tech student-athletes of welfare and educational support funds to which they are constitutionally entitled under NCAA governance, is contrary to the public policy of the State of Louisiana and to the educational mission of Louisiana Tech University as a public state institution.

80.

Louisiana Tech University, as a state entity, is independently obligated by its institutional mission and its obligations to its students and their families to protect funds specifically designated for student-athlete welfare. A contract provision that requires a public university to acquiesce, without recourse, in the diversion of student-athlete welfare and scholarship funds is an obligation contrary to public policy under Article 2029 *et seq.* and is an absolute nullity. Louisiana Tech is entitled to a declaration that the application of Section 3.07(d) to withhold NCAA-designated institutional distributions is null and void.

III. THE FY25 REVENUE DISTRIBUTION PAID TO LOUISIANA TECH BEFORE THE NOTICE DATE CANNOT BE RECOUPED UNDER THE BYLAWS

81.

As a further condition of Tech's departure, CUSA's August 27, 2025, correspondence demanded that Tech "return" to CUSA the sum of \$3,859,493.02, which represents the full FY25 revenue distribution paid to Tech on or about June 27, 2025. This figure includes Tech's NCAA Distribution of \$973,170.00. CUSA characterized this demand as required by the Distribution Withholding in Section 3.07(d) of the Bylaws, arguing that Tech would not have received this distribution had it provided timely notice before the May 1, 2025 deadline. This characterization is incorrect. The demand has no basis in the express language of the Bylaws, and it cannot be imported into the Bylaws by inference or implication.

82.

Louisiana Tech's Notice Date, the date on which its withdrawal notice was received and acknowledged by CUSA, was July 14, 2025. CUSA's own July 17, 2025, correspondence to Louisiana Tech confirmed this expressly: "July 14, 2025 serves as the 'Notice Date' in the CUSA Bylaws." The FY25 revenue distribution was paid to Louisiana Tech on or about June 27, 2025,

which is seventeen days before the Notice Date.

83.

Section 3.07(b) defines the “Interim Period” as the period running from the Notice Date to the Effective Date. Section 3.07(d) provides that a Withdrawing Member “shall be deemed to have agreed to forfeit all distributions or payments of any type that otherwise would have been made to the Withdrawing Member during the Interim Period.” The language is precise and unambiguous on its face: the forfeiture applies to distributions that would have been made during the Interim Period. The Interim Period begins at the Notice Date. A distribution made seventeen days before the Notice Date was not made during the Interim Period. It could not, by definition, be a distribution “that otherwise would have been made to the Withdrawing Member during the Interim Period” because it was made before the Withdrawing Member status attached.

84.

Under Louisiana Civil Code Article 2046, when the words of a contract are clear and unambiguous, the agreement must be enforced as written, and no further interpretation may be made in search of intent. The temporal scope of the Distribution Withholding, “during the Interim Period,” is plain and unambiguous. The Interim Period is a defined term with a defined start date: the Notice Date. A distribution paid before the start date is outside the defined period. It is not within the Distribution Withholding as a matter of plain contractual language.

85.

Nothing in the Bylaws contains an express claw-back or recoupment provision authorizing CUSA to demand the return of distributions already paid to a member institution before notice of withdrawal. The Distribution Withholding is structured as a prospective remedy: CUSA retains what it has not yet distributed. It is not structured as a retrospective remedy: there is no provision authorizing CUSA to recover what it has already paid. This omission is not an inadvertent gap. The withdrawal framework in Section 3.07 is comprehensive and detailed, addressing distribution withholding, additional damages, equitable remedies, grant of rights obligations, and fee assessment in explicit terms. When sophisticated drafting parties construct such a detailed remedial framework and do not include an express claw-back provision, the absence is deliberate. Under Louisiana Civil Code Article 2054, courts must not supply obligations the parties did not undertake.

86.

CUSA's argument that Tech "would not have received" the FY25 distribution had it given timely notice is a counterfactual argument, not a contractual one. The Bylaws do not provide that a member who gives late notice must return distributions received before notice was given. They provide that distributions to be made during the Interim Period are forfeited. Louisiana Tech gave notice on July 14, 2025. The FY25 distribution was paid on June 27, 2025, before the Interim Period began. Counterfactual arguments about what would have happened under a different timeline do not create contractual obligations that the parties did not expressly undertake. Under any standard of Louisiana contract interpretation, the FY25 distribution falls outside the scope of the Distribution Withholding and cannot be demanded or recovered by CUSA as a condition of Tech's withdrawal.

IV. DECLARATORY RELIEF: GRANT OF RIGHTS AGREEMENT

87.

Tech seeks a declaration pursuant to Louisiana's Declaratory Judgment Act regarding the scope, operative effect, and damages consequences of the Grant of Rights Agreement executed June 26, 2023 and effective July 1, 2023, by and among Conference USA, Inc. ("CUSA") and its member institutions including Louisiana Tech University (the "GoRA"). (Exhibit 22). CUSA has invoked the GoRA as both a basis for financial demands extending through 2029 and as leverage against Louisiana Tech's withdrawal from the Conference. An actual and justiciable controversy therefore exists concerning the parties' respective rights and obligations under that agreement. A declaration of the GoRA's proper scope and effect is necessary to resolve the dispute between the parties and to prevent CUSA from asserting rights under the GoRA that exceed its contractual purpose.

88.

The GoRA grants CUSA certain rights that are expressly defined by reference to the Conference's broadcast agreements with ESPN and CBS Sports Network (the "Broadcast Rights Agreements"). Paragraph 1 of the GoRA grants to CUSA those rights "necessary for the Conference to perform the contractual obligations of the Conference expressly set forth in the Broadcast Rights Agreements." Those obligations concern the production and distribution of "Selected Games" involving CUSA member institutions. The GoRA is therefore a limited media

rights assignment tied directly to the Conference's performance of its broadcast contracts. It is not a freestanding assignment of Tech's athletic media rights and does not independently require Louisiana Tech to generate or participate in athletic events for CUSA.

89.

Paragraph 8 of the GoRA provides that the grant of rights remains irrevocable through the Term regardless of whether a member institution withdraws from the Conference. That provision addresses duration, not scope. The rights granted remain defined by Paragraph 1 as rights necessary for CUSA to perform its obligations under the Broadcast Rights Agreements. The GoRA assumes the existence of Selected Games to which those broadcast rights attach; it does not create an independent obligation requiring a withdrawing member institution to continue participating in CUSA athletics in order to generate those events.

90.

CUSA cannot rely on the GoRA to compel Tech's athletic participation for the purpose of generating the very events that would trigger the broadcast rights granted in the GoRA. The agreement assigns certain media rights associated with athletic events; it does not require Louisiana Tech to create those events after withdrawing from the Conference. Interpreting the GoRA to compel athletic participation would transform a limited media rights assignment into an enforcement mechanism governing conference membership, a function the agreement does not perform and was not designed to serve.

91.

Tech's participation in SBC athletic competition after July 1, 2026 falls outside the scope of the GoRA. The agreement grants rights relating to Selected Games as defined in the Broadcast Rights Agreements which are games involving CUSA member institutions that are subject to those broadcast contracts. SBC competitions are not Selected Games and are not governed by the Broadcast Rights Agreements. Accordingly, the GoRA grants CUSA no rights with respect to Tech's athletic contests conducted as a member of the Sun Belt Conference.

92.

The GoRA also contains no provision establishing automatic financial liability, media share payments, or liquidated damages in the event that a member institution withdraws from the Conference before the end of the Term. The agreement contains no valuation formula for the rights

granted and no contractual mechanism requiring payment of media distributions through the end of the Term. Accordingly, if CUSA contends that Tech's withdrawal affects its contractual rights under the GoRA, CUSA must prove actual damages resulting from that withdrawal. The GoRA does not entitle CUSA to automatic payment of future media distributions through 2029 or any other fixed amount not supported by proof of actual economic harm.

WHEREFORE, Plaintiff, the Board of Supervisors for the University of Louisiana System, on behalf of Louisiana Tech University, respectfully prays that this Honorable Court:

1. Issue an injunction prohibiting and enjoining Conference USA from requiring Louisiana Tech University's participation as member of Conference USA beginning July 1, 2026;
2. Issue an injunction prohibiting and enjoining Conference USA from listing, identifying, disclosing, and promoting any schedule or Conference USA materials with Louisiana Tech University as participant of Conference USA beginning July 1, 2026;
3. Issue an injunction prohibiting and enjoining Conference USA from interfering with Louisiana Tech University's participation in the Sun Belt Conference beginning July 1, 2026;
4. Issue an injunction prohibiting and enjoining Conference USA from broadcasting, exploiting displaying and/or using any marks, logos, indicia related to Louisiana Tech University and/or its affiliated entities, through any means including but not limited to television, streaming services, internet, social media networking sites or other means to reach third parties through commercial channels, public and or private means on July 1, 2026 and thereafter;
5. Issue an injunction prohibiting and enjoining Conference USA from seeking arbitration as means to resolution;
6. Issue an injunction prohibiting and enjoining Conference USA from enforcement of any remedial measures contained within its bylaws which may result in and/or subject Louisiana Tech University to participating in Conference USA athletic competitions beginning July 1, 2026 and prospectively;
7. Render declaratory judgment, pursuant to La. Code Civ. Proc. arts. 1871 and 1872, declaring that:
 - a. Sections 3.07(e) and 12.04 of the CUSA Bylaws are null, void, and unenforceable as against Louisiana Tech University for the reasons set forth herein;

b. Conference USA lacks legal authority to withhold, intercept, or retain Louisiana Tech University's NCAA-designated institutional distributions, including the Academic Enhancement Fund, Academic Performance Fund, Student-Athlete Opportunity Fund, Special Assistance Fund, Sport Sponsorship distributions, and Grant-in-Aid distributions, as part of the Distribution Withholding under Section 3.07(d) of the Bylaws, for the reasons set forth herein;

c. Conference USA is obligated to remit to Louisiana Tech University its share of all NCAA-designated institutional distributions for the fiscal year ending June 30, 2026, at the time such distributions are made to non-withdrawing member institutions, notwithstanding any other aspect of the Distribution Withholding that may otherwise apply to Louisiana Tech's FY26 general conference revenue distribution;

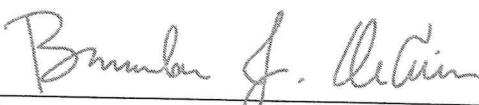
d. The revenue distribution paid to Louisiana Tech University on or about June 27, 2025, prior to the July 14, 2025 Notice Date and prior to commencement of the Interim Period defined by Section 3.07(b) of the Bylaws, is not subject to forfeiture, withholding, recoupment, or claw-back under Section 3.07(d) of the Bylaws or under the Grant of Rights Agreement; and

e. The Grant of Rights Agreement grants Conference USA only such media rights as are necessary for performance of the Broadcast Rights Agreements, does not require Louisiana Tech University to participate in Conference USA athletic competition following its withdrawal from the Conference, grants Conference USA no rights with respect to Louisiana Tech University's athletic competition conducted as a member of the Sun Belt Conference, and does not entitle Conference USA to automatic recovery of future media share payments absent proof of actual damages; and

8. All allegations in the Original Peition not amended are reurged and Awarding Plaintiff all costs of these proceedings and all other legal and equitable relief to which Plaintiff may be entitled.

Respectfully Submitted,

DECUIR, CLARK & ADAMS, L.L.P.

By: 
Brandon J. DeCuir, La. Bar Roll No. 28014
Corey L. Pierce, La. Bar Roll No. 24601
Ashley J. McCullen, La. Bar Roll No. 39278
Tasina Marie Gary, La. Bar Roll No. 39536
732 North Boulevard
Baton Rouge, LA 70802
Telephone (225) 346-8716
Facsimile (225) 336-1950
brandon@decuirlaw.com
corey@decuirlaw.com

amccullen@decuirllaw.com

tgary@decuirllaw.com

*Counsel for Plaintiff, Board of Supervisors for
the University of Louisiana System on behalf
of Louisiana Tech University*

Designated email address for SERVICE ONLY:
service@decuirllaw.com

- and -

s/Justin Kavalir

Justin Kavalir, La. Bar Roll No. 35505

Louisiana Tech University

Wyly Tower 1629

Ruston, La 71272

Telephone (318) 257-2760

jkavalir@latech.edu

*Counsel for Plaintiff, Board of Supervisors for
the University of Louisiana System on behalf of
Louisiana Tech University*

CERTIFICATION OF SERVICE

I hereby certify that a copy of the above and foregoing motion has been sent to all parties of record via U.S. Mail, facsimile, e-mail or other electronic means this 13th day of March 2026.



Brandon J. DeCuir

PLEASE SERVE VIA LONG ARM:

Conference USA, Through:

Illinois Corporation Service Company

801 Adlai Stevenson Drive

Springfield, Il 62703-4261

Conference USA

3100 Olympus Boulevard, Suite 400

Dallas, Texas 75019

BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM
ON BEHALF OF
LOUISIANA TECH UNIVERSITY

VERSUS

CONFERENCE USA

DOCKET NO.: C-65138 DIV: B

3RD JUDICIAL DISTRICT COURT

PARISH OF LINCOLN

STATE OF LOUISIANA

ORDER

CONSIDERING the foregoing *Amended Petition for Declaratory and Temporary, Preliminary, and Permanent Injunctive Relief and Declaratory Relief* filed by Plaintiffs, BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM ON BEHALF OF LOUISIANA TECH UNIVERSITY;

IT IS HEREBY ORDERED that a Temporary Restraining Order is issued immediately, without bond, without notice from the Court, and without a hearing at _____ a.m. or p.m. on this ____ day of _____ 2026;

IT IS FURTHER HEREBY ORDERED, that the Board of Supervisors of the University of Louisiana System and on behalf of Louisiana Tech University is exempt from posting bond pursuant LSA R.S. 13:4581 et seq.

IT IS HEREBY FURTHER ORDERED that Considering the supporting affidavit(s) and verification(s) this Court finds sufficient reason to issue the following injunction and restraining **ORDER** to directing and prohibiting Conference USA without notice and hearing from the following:

- I. Prohibiting and enjoining Conference USA from requiring Louisiana Tech University's participation as member of Conference USA beginning July 1, 2026;
- II. Prohibiting and enjoining Conference USA from listing, identifying, disclosing, promoting any schedule or Conference USA materials with Louisiana Tech University as participant of Conference USA beginning July 1, 2026;
- III. Prohibiting and enjoining Conference USA from interfering with Louisiana Tech University's participation in the Sun Belt Conference beginning July 1, 2026;
- IV. Prohibiting and enjoining Conference USA from broadcasting, exploiting displaying and/or using any marks, logos, indicia related to Louisiana Tech University and/or its affiliated entities, through any means including but not limited to television, streaming services, internet, social media networking sites or other means to reach third parties through commercial channels, public and or private means on July 1, 2026 and thereafter;
- V. Prohibiting and enjoining Conference USA from seeking arbitration as means to resolution;

- VI. Prohibiting and enjoining Conference USA from enforcement of any remedial measures contained within its bylaws which may result in and/or subject Louisiana Tech University to participating in Conference USA athletic competitions beginning July 1, 2026 and prospectively;
- VII. The CUSA revenue distribution to Louisiana Tech for 2026 – 2027 constitutes the maximum damages which CUSA may recover due to Louisiana Tech’s termination of its membership effective June 30, 2026;
- VIII. Prohibiting and enjoining Conference USA from obtaining equitable relief without proving actual injury, irreparable or otherwise, as required under Louisiana law; and
- IX. Prohibiting and enjoining Conference USA from withholding Louisiana Tech’s NCAA Distributions.

IT IS FURTHER ORDERED that Defendant, Conference USA, should show cause on the _____ day of March, 2026, at _____ .M. why a preliminary injunction should not issue in favor of the Board of Supervisors for the University of Louisiana System on behalf of Louisiana Tech University in the form and substance of the above Temporary Restraining Order.

THUS SIGNED in chambers this _____ day of March, 2026, Ruston, Louisiana.

JUDGE, 3RD JUDICIAL DISTRICT

PLEASE SERVE VIA LONG ARM:

Conference USA, Through:
 Illinois Corporation Service Company
 801 Adlai Stevenson Drive
 Springfield, Il 62703-4261

Conference USA
 3100 Olympus Boulevard, Suite 400
 Dallas, Texas 75019

**BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM
ON BEHALF OF
LOUISIANA TECH UNIVERSITY**

DOCKET NO.: C-65138 SECT. B

3RD JUDICIAL DISTRICT COURT

PARISH OF LINCOLN

VERSUS

CONFERENCE USA

STATE OF LOUISIANA

VERIFICATION AND AFFIDAVIT

STATE OF LOUISIANA

PARISH OF LINCOLN

BEFORE ME, the duly qualified notary public in and for the aforesaid Parish and State, personally came and appeared:

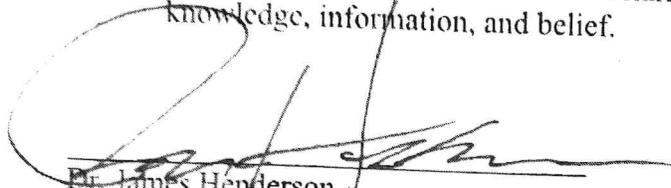
Dr. James Henderson

Who after being duly sworn did depose and state:

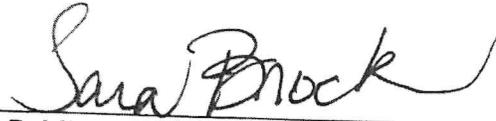
1. He is the President of Louisiana Tech University and submits this affidavit based on personal knowledge in support of the request for injunctive relief.
2. Louisiana Tech University issued written notice of withdrawal from Conference USA on July 14, 2025, with an effective exit date of July 1, 2026.
3. From July 2025 through January 2026, Conference USA's communications with Louisiana Tech were focused primarily on financial terms, including exit payments, media share distributions, and late-notice penalties calculated to the dollar. Conference USA did not demand compelled athletic participation or seek emergency equitable relief during that period. Louisiana Tech structured its institutional planning and conference affiliation decisions in reliance on that course of dealing.
4. On March 13, 2026, the Sun Belt Conference published its 2026–27 football schedule listing Louisiana Tech as a member institution with assigned competition dates. Conference USA has likewise published a 2026–27 football schedule on March 12, 2026, listing Louisiana Tech as a participating member. Louisiana Tech now appears on two conference competition schedules for the same academic year. One institution cannot simultaneously perform membership obligations to two athletic conferences. That conflict cannot be remedied after athletic competition begins.
5. Compelled participation in Conference USA athletics for the 2026–27 academic year would cause irreparable harm to Louisiana Tech University, its student-athletes, its

recruiting, its donor relationships, and its media commitments, none of which are compensable through monetary damages.

6. All other allegations in the First Amended Petition for Temporary, Preliminary and Permanent Injunctive Relief and Declaratory Relief are true and correct to the best of his knowledge, information, and belief.


Dr. James Henderson

Thus done and subscribed before me this 13 day of March, 2026, in the aforesaid Parish and State.


Notary Public



BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM
ON BEHALF OF
LOUISIANA TECH UNIVERSITY

DOCKET NO.: C-65138 SECT. B

3RD JUDICIAL DISTRICT COURT

PARISH OF LINCOLN

VERSUS

CONFERENCE USA

STATE OF LOUISIANA

AFFIDAVIT

STATE OF LOUISIANA

PARISH OF LINCOLN

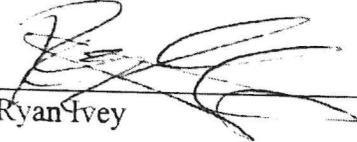
BEFORE ME, the duly qualified notary public in and for the aforesaid Parish and State, personally came and appeared:

Ryan Ivey

Who after being duly sworn did depose and state:

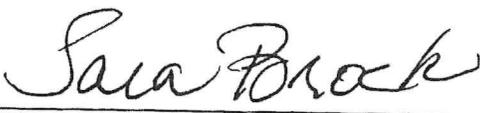
1. He is the Director of Athletics for Louisiana Tech University and submits this affidavit based on personal knowledge in support of the request for injunctive relief.
2. Louisiana Tech University issued written notice of withdrawal from Conference USA on July 14, 2025, with an effective exit date of July 1, 2026. Louisiana Tech consistently informed Conference USA that it would not compete in Conference USA athletic competitions from July 14, 2025 to the present.
3. On March 13, 2026, the Sun Belt Conference published its 2026–27 football schedule listing Louisiana Tech as a member institution with assigned competition dates. Conference USA has likewise published a 2026–27 football schedule on March 12, 2026, listing Louisiana Tech as a participating member. Louisiana Tech now appears on two conference competition schedules for the same academic year. As Director of Athletics, he can confirm it is operationally impossible for Louisiana Tech to simultaneously fulfill membership obligations to two athletic conferences. That conflict cannot be remedied after competition begins.
4. Conference USA produced a 2026–27 football schedule placing Louisiana Tech in three football games within a twelve-day span. He informed Conference USA in writing on February 11, 2026, that the schedule presented major health and safety concerns for student-athletes. Conference USA acknowledged those concerns in its February 20, 2026 correspondence and issued the schedule unchanged.

5. A memorandum from Conference USA Assistant Commissioner Josh Yonis dated January 24, 2026, acknowledged that scheduling is operationally more manageable with an even number of conference members. Without Louisiana Tech, Conference USA has ten members. Louisiana Tech's inclusion produces eleven members, requiring one institution to remain idle each conference week.
6. Compelled participation in Conference USA athletics for the 2026–27 academic year would cause irreparable harm to Louisiana Tech's student-athletes, recruiting, institutional relationships, and operational planning that cannot be remedied through monetary damages.



Ryan Ivey

Thus sworn to and subscribed before me this 13 day of March, 2026, in the aforesaid Parish and State.



Notary Public





Sun Belt Announces 2026 Football Schedule

Football

Posted: 3/13/2026 12:00:00 PM

NEW ORLEANS — The Sun Belt Conference announced its 2026 football schedule Friday.

The Sun Belt is coming off a 2025 season in which it earned its first-ever berth into the College Football Playoff (CFP) after having six teams listed in the CFP Selection Day Rankings over the past seven seasons. The Sun Belt also paced all non-autonomy conferences in Bowl Season representation for the fourth-straight year.

For the eighth-straight season, the Sun Belt boasted multiple 10-win teams in Sun Belt champion and CFP participant James Madison and Old Dominion.

The Sun Belt continues to lead all non-autonomy conferences with a .548 bowl winning percentage during the College Football Playoff era, trailing only the Big Ten and SEC.

The 26th season of Sun Belt football will feature 56 league games. Each Sun Belt program will play eight conference games—six against divisional opponents and two against cross-divisional foes from the opposite division. With 14 member institutions in nine contiguous states, the Sun Belt remains committed to its identity as a regional conference with a divisional model.

The Sun Belt East Division includes App State, Coastal Carolina, Georgia Southern, Georgia State, James Madison, Marshall and Old Dominion. The Sun Belt West Division consists of Arkansas State, Louisiana, ULM, Louisiana Tech, South Alabama, Southern Miss and Troy.

Thirteen Sun Belt programs will be prominently featured in the midweek portion of the conference schedule, with all games appearing on ESPN platforms.

- Thursday, Sept. 24 – Liberty at Coastal Carolina
- Tuesday, Oct. 6 – Southern Miss at Troy
- Thursday, Oct. 8 – South Alabama at Arkansas State
- Thursday, Oct. 15 – Georgia Southern at Old Dominion
- Friday, Oct. 16 – App State at Coastal Carolina
- Tuesday, Oct. 20 – South Alabama at Marshall

Lincoln
 Filed Mar 16, 2026 8:48 AM
 Megan Henry
 Deputy Clerk of Court
 E-File Received Mar 13, 2026 4:07 PM

C-65138
B

Thursday, Oct. 22 – James Madison at App State
Thursday, Oct. 29 – Troy at James Madison
Thursday, Nov. 5 – James Madison at Southern Miss
Thursday, Nov. 12 – Louisiana at ULM
Thursday, Nov. 19; Friday, Nov. 20; or Saturday, Nov. 21 – Arkansas State at Louisiana Tech

Kickoff times and networks for all midweek games and weekend games in the first three weeks of the season will be selected in late May, along with the date for the Arkansas State at Louisiana Tech game. All other games will fall into the traditional 12-day selection process.

The 2026 season will be the 15th-consecutive season that every Sun Belt football home game will appear on an ESPN platform.

TEAM-BY-TEAM SCHEDULES
SUN BELT EAST DIVISION

APP STATE

9/5 Maine
9/12 at East Carolina
9/19 Charlotte
9/26 at North Carolina State
10/10 Old Dominion*
10/16 at Coastal Carolina*
10/22 James Madison*
10/31 at Georgia Southern*
11/7 Georgia State*
11/14 at Marshall*
11/21 ULM*
11/28 at South Alabama*

COASTAL CAROLINA

9/5 at West Virginia
9/12 Fordham
9/19 at Delaware
9/24 Liberty
10/3 Georgia Southern*
10/10 at Marshall*
10/16 App State*
10/31 at Georgia State*
11/7 Old Dominion*
11/14 Arkansas State*
11/21 at Louisiana*
11/28 at James Madison*

GEORGIA SOUTHERN

9/5 Charleston Southern
9/12 at Clemson
9/19 at Jacksonville State
9/26 Houston
10/3 at Coastal Carolina*
10/10 James Madison*
10/15 at Old Dominion*
10/31 App State*
11/7 Marshall*
11/14 at Georgia State*
11/21 at Troy*

11/28 Louisiana Tech*

GEORGIA STATE

9/5 North Carolina A&T
9/12 at Kennesaw State
9/19 at UCF
9/26 Northern Illinois
10/3 Old Dominion*
10/17 at James Madison*
10/24 at Arkansas State*
10/31 Coastal Carolina*
11/7 at App State*
11/14 Georgia Southern*
11/21 at Marshall*
11/28 Louisiana*

JAMES MADISON

9/5 Liberty
9/12 Wagner
9/19 at San Diego State
9/26 at Old Dominion*
10/3 Marshall*
10/10 at Georgia Southern*
10/17 Georgia State*
10/22 at App State*
10/29 Troy*
11/5 at Southern Miss*
11/14 at UConn
11/28 Coastal Carolina*

MARSHALL

9/5 at Penn State
9/12 Middle Tennessee
9/19 at Missouri State
9/26 Gardner-Webb
10/3 at James Madison*
10/10 Coastal Carolina*
10/20 South Alabama*
10/31 at Old Dominion*
11/7 at Georgia Southern*
11/14 App State*
11/21 Georgia State*
11/28 at ULM*

OLD DOMINION

9/5 Norfolk State
9/12 at Virginia Tech
9/19 East Carolina
9/26 James Madison*
10/3 at Georgia State*
10/10 at App State*
10/15 Georgia Southern*
10/24 at Louisiana Tech*
10/31 Marshall*
11/7 at Coastal Carolina*

11/21 at UConn
11/28 Southern Miss*

SUN BELT WEST DIVISION

ARKANSAS STATE

9/5 at Memphis
9/12 West Georgia
9/19 at TCU
9/26 Kennesaw State
10/3 at Louisiana*
10/8 South Alabama*
10/17 at Southern Miss*
10/24 Georgia State*
11/7 ULM*
11/14 at Coastal Carolina*
TBA^ at Louisiana Tech*
11/28 Troy*

LOUISIANA

9/5 Lamar
9/12 at USC
9/19 UAB
9/26 at Charlotte
10/3 Arkansas State*
10/10 at Louisiana Tech*
10/17 Troy*
10/24 at Southern Miss*
11/7 South Alabama*
11/12 at ULM*
11/21 Coastal Carolina*
11/28 at Georgia State*

ULM

9/5 at Mississippi State
9/12 at UAB
9/19 Southeastern
Louisiana
9/26 Florida Atlantic
10/3 at South Alabama*
10/17 Louisiana Tech*
10/24 at Troy*
10/31 Southern Miss*
11/7 at Arkansas State*
11/12 Louisiana*
11/21 at App State*
11/28 Marshall*

LOUISIANA TECH

9/5 Northwestern State
9/12 at LSU
9/19 at Baylor
10/3 Army
10/10 Louisiana*
10/17 at ULM*

10/24 Old Dominion*
10/31 at South Alabama*
11/7 at Troy*
11/14 Southern Miss*
TBA^ Arkansas State*
11/28 at Georgia Southern*

SOUTH ALABAMA

9/5 Southeastern
Louisiana
9/12 at Tulane
9/19 Ohio
9/26 at Kentucky
10/3 ULM*
10/8 at Arkansas State*
10/20 at Marshall*
10/31 Louisiana Tech*
11/7 at Louisiana*
11/14 Troy*
11/21 at Southern Miss*
11/28 App State*

SOUTHERN MISS

9/5 Alcorn State
9/12 at Auburn
9/19 UConn
9/26 at Tulane
10/6 at Troy*
10/17 Arkansas State*
10/24 Louisiana*
10/31 at ULM*
11/5 James Madison*
11/14 at Louisiana Tech*
11/21 South Alabama*
11/28 at Old Dominion*

TROY

9/5 Sam Houston
9/12 Alabama State
9/19 at Missouri
9/26 at Utah State
10/6 Southern Miss*
10/17 at Louisiana*
10/24 ULM*
10/29 at James Madison*
11/7 Louisiana Tech*
11/14 at South Alabama*
11/21 Georgia Southern*
11/28 at Arkansas State*

* Sun Belt Conference Game

^ TBA as 11/19, 11/20 or 11/21

OVERALL CONFERENCE SCHEDULE

Saturday, Sept. 5

Maine at App State
Arkansas State at Memphis
Coastal Carolina at West Virginia
Charleston Southern at Georgia Southern
North Carolina A&T at Georgia State
Liberty at James Madison
Lamar at Louisiana
ULM at Mississippi State
Northwestern State at Louisiana Tech
Marshall at Penn State
Norfolk State at Old Dominion
Southeastern Louisiana at South Alabama
Alcorn State at Southern Miss
Sam Houston at Troy

Saturday, Sept. 12

App State at East Carolina
West Georgia at Arkansas State
Fordham at Coastal Carolina
Georgia Southern at Clemson
Georgia State at Kennesaw State
Wagner at James Madison
Louisiana at USC
ULM at UAB
Louisiana Tech at LSU
Middle Tennessee at Marshall
Old Dominion at Virginia Tech
South Alabama at Tulane
Southern Miss at Auburn
Alabama State at Troy

Saturday, Sept. 19

Charlotte at App State
Arkansas State at TCU
Coastal Carolina at Delaware
Georgia Southern at Jacksonville State
Georgia State at UCF
James Madison at San Diego State
UAB at Louisiana
Southeastern Louisiana at ULM
Louisiana Tech at Baylor
Marshall at Missouri State
East Carolina at Old Dominion
Ohio at South Alabama
UConn at Southern Miss
Troy at Missouri

Thursday, Sept. 24

Liberty at Coastal Carolina

Saturday, Sept. 26

App State at North Carolina State
Kennesaw State at Arkansas State
Houston at Georgia Southern
Northern Illinois at Georgia State
Louisiana at Charlotte
Florida Atlantic at ULM
Gardner-Webb at Marshall
James Madison at Old Dominion*
South Alabama at Kentucky
Southern Miss at Tulane

Troy at Utah State

Saturday, Oct. 3

Georgia Southern at Coastal Carolina*
Old Dominion at Georgia State*
Marshall at James Madison*
Arkansas State at Louisiana*
Army at Louisiana Tech
ULM at South Alabama*

Tuesday, Oct. 6

Southern Miss at Troy*

Thursday, Oct. 8

South Alabama at Arkansas State*

Saturday, Oct. 10

Old Dominion at App State*
James Madison at Georgia Southern*
Louisiana at Louisiana Tech*
Coastal Carolina at Marshall*

Thursday, Oct. 15

Georgia Southern at Old Dominion*

Friday, Oct. 16

App State at Coastal Carolina*

Saturday, Oct. 17

Georgia State at James Madison*
Troy at Louisiana*
Louisiana Tech at ULM*
Arkansas State at Southern Miss*

Tuesday, Oct. 20

South Alabama at Marshall*

Thursday, Oct. 22

James Madison at App State*

Saturday, Oct. 24

Georgia State at Arkansas State*
Old Dominion at Louisiana Tech*
Louisiana at Southern Miss*
ULM at Troy*

Thursday, Oct. 29

Troy at James Madison*

Saturday, Oct. 31

App State at Georgia Southern*
Coastal Carolina at Georgia State*
Southern Miss at ULM*
Marshall at Old Dominion*
Louisiana Tech at South Alabama*

Thursday, Nov. 5

James Madison at Southern Miss*

Saturday, Nov. 7

Georgia State at App State*

ULM at Arkansas State*
Old Dominion at Coastal Carolina*
Marshall at Georgia Southern*
South Alabama at Louisiana*
Louisiana Tech at Troy*

Thursday, Nov. 12

Louisiana at ULM*

Saturday, Nov. 14

Arkansas State at Coastal Carolina*
Georgia Southern at Georgia State*
James Madison at UConn
Southern Miss at Louisiana Tech*
App State at Marshall*
Troy at South Alabama*

Thursday, Nov. 19; Friday, Nov. 20; or Saturday, Nov. 21

Arkansas State at Louisiana Tech*

Saturday, Nov. 21

ULM at App State*
Coastal Carolina at Louisiana*
Georgia State at Marshall*
Old Dominion at UConn
South Alabama at Southern Miss*
Georgia Southern at Troy*

Saturday, Nov. 28

Troy at Arkansas State*
Louisiana Tech at Georgia Southern*
Louisiana at Georgia State*
Coastal Carolina at James Madison*
Marshall at ULM*
Southern Miss at Old Dominion*
App State at South Alabama*

Friday, Dec. 4

Credit Union 1 Sun Belt Football Championship presented by Visit Pensacola

* Sun Belt Conference Game

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GRANT OF RIGHTS AGREEMENT

THIS GRANT OF RIGHTS AGREEMENT (the "Agreement") is executed on June 26, 2023, effective as of July 1, 2023, by and among Conference USA, Inc., an Illinois not-for-profit corporation (the "Conference"), and (i) each of the following entities: Florida International University, a Florida public university; Jacksonville State University, an Alabama public university; Liberty University, a Virginia nonstock corporation and private Christian University; Louisiana Tech University, a Louisiana public research university; Middle Tennessee State University, a Tennessee public institution; New Mexico State University, a New Mexico public land-grant research university; Sam Houston State University, a Texas public university; University of Texas at El Paso, a Texas public research university; Western Kentucky University, a Kentucky public university (collectively, the "Current Members"), and (ii) any entities that are admitted as new members of the Conference hereafter and which become bound by this Agreement by executing a signature page or joinder agreement hereto as a condition to such admission (the "Additional Members" and, together with the Gaunt Members, each a "Member Institution" and collectively, the "Member Institutions").

WHEREAS, contemporaneous with the execution of this Agreement, the Conference is entering into: (i) that certain Agreement with ESPN, Inc., and ESPN Enterprises, Inc. (collectively, "ESPN") effective July 1, 2023 (the "ESPN Agreement"); and (ii) that certain Broadcast Rights Agreement with CSTV Networks, Inc., d/b/a CBS Sports Network (collectively, "CBSSN") effective July 1, 2023 (the "CBSSN Agreement" and together with the ESPN Agreement, the "Broadcast Rights Agreements");

WHEREAS, the Board of Directors of the Conference (the "Board") has authorized and approved the Conference's execution of the Broadcast Rights Agreements;

WHEREAS, as a condition to the agreement of ESPN and CBSSN (collectively, the "Broadcast Partners") to execute the Broadcast Rights Agreements, each of the Member Institutions is required to, and desires to, irrevocably grant to the Conference, and the Conference desires to accept from each of the Member Institutions, certain rights granted by the Conference to the Broadcast Partners pursuant to the Broadcast Rights Agreements, on the terms and conditions of this Agreement;

WHEREAS, the Conference and each of the Member Institutions desire to acknowledge that all Retained Rights (as defined below) of the Member Institutions are retained by the Member Institutions and are not granted to the Conference; and

NOW, THEREFORE, for and in consideration of the foregoing, the covenants set forth herein and in the Broadcast Rights Agreements, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, and intending to be legally bound hereby, the undersigned each hereby agree with the Conference and with each other as follows:

1. Grant of Rights. Subject to paragraph 4 hereof, each of the Member Institutions hereby (a) irrevocably grants to the Conference during the Term (as defined below) all rights (the

“Rights”) necessary for the Conference to perform the contractual obligations of the Conference expressly set forth in the Broadcast Rights Agreements, regardless of whether such Member Institution remains a member of the Conference during the entirety of the Term and (b) agrees to satisfy and perform all contractual obligations of a Member Institution that are expressly set forth in a Broadcast Rights Agreement. The grant of Rights pursuant to this paragraph 1 includes, without limitation, (A) the right to produce and distribute all events of such Member Institution that are subject to the Broadcast Rights Agreements; (B) subject to paragraph 9 hereof, the right to access such Member Institution’s facilities for the purposes set forth in and pursuant to the Broadcast Rights Agreements; (C) the right of the Conference to create and to own a copyright of the audiovisual work of the Selected Games (as defined in the Broadcast Rights Agreements) of or involving such Member Institution (the “Works”) with such rights being, at least, coextensive with 17 U.S.C. 411(c); and (D) the present assignment of the entire right, title and interest in the Works that are created under the Broadcast Rights Agreements. For the avoidance of doubt (1) the term “Rights” shall not include any Retained Rights or any other rights granted to or reserved by a Member Institution pursuant to any Broadcast Rights Agreement and (2) the grant of Rights pursuant to this paragraph 1 shall not be deemed to encompass or accomplish the assignment of an ownership interest in copyrights otherwise owned by a Member Institution. The Conference and each Member Institution acknowledge and agree that this Agreement, including, without limitation, the grant of Rights pursuant to this paragraph 1, shall not be interpreted or construed as an agreement, understanding or commitment by a Member Institution to grant to a Broadcast Partner any right or license to distribute Member Institution Ancillary Programming (as defined in the Broadcast Rights Agreements).

2. Copyright Assignment and License. The Conference and each of the Member Institutions acknowledge that the Conference owns or will own the copyrights to the Works. Each Member Institution hereby grants to the Conference the right to create a copyright Work and, for the entire duration of the applicable event, the copyright in such Works. Effective immediately after the conclusion of each Selected Game, the Conference hereby assigns to each Member Institution that is the home Member Institution for such event any and all of the Conference’s rights in and to the copyrights in the Works for such event, and such Member Institution hereby grants to the Conference and the other participating Member Institution for each such event (*i.e.*, the away Member Institution) a royalty-free, non-exclusive, limited right and license to use any such Works during the period that such Member Institutions are members of the Conference, which assignment and license in each case are subject in all respects to the use and other restrictions and rights set forth in the Broadcast Rights Agreements, which use and other restrictions each Member Institution agrees to comply with in all respects. Additionally, the Conference has or will have a license from the Broadcast Partners to utilize certain associated elements (pre and post game production, halftime, and other non-game elements) and herein sublicenses, on a royalty-free, non-exclusive basis, those associated elements to home and away Member Institutions. The Conference shall have the right to seek relief under 17 U.S.C. 411(c) for any interference with the Conference’s federal copyright ownership interest in the Works created and/or Works to be created under the Broadcast Rights Agreements until such time as the Conference assigns to the home Member Institution its rights in and to the copyrights in the Works for an event in accordance with this Section 2, and after such assignment the Conference may exercise such right only after such home Member Institution consents thereto. Each Member Institution agrees to cooperate with the Conference in any such action, but at the Conference’s sole expense. For the avoidance of doubt, the Conference’s right to bring actions under 17 U.S.C. 411(c) with respect to the Works shall be

non-exclusive with respect to the home Member Institution's concurrent right to bring such actions (if and to the extent permitted under 17 U.S.C. 411(c)). The rights assigned include, but are not limited to, all rights under the United States and/or foreign copyright laws; all reproduction, performance, display, distribution, and other intellectual property rights; the right to modify, distort, or alter the Works and future Works; and all so-called moral rights. To the extent moral rights may not be assigned, each Member Institution hereby waives the benefit or protection of same.

3. Execution of Additional Documents: Registration, Maintenance of Copyrights. Each party hereto hereby agrees to execute and deliver all documents reasonably requested by another party hereto to effectuate the intent of this Agreement, at the requesting party's expense.

4. Retained Rights. The Conference and the Member Institutions acknowledge and agree that each Member Institution retains all of such Member Institution's Retained Rights. For the avoidance of doubt, no Retained Rights are granted to the Conference pursuant to this Agreement or otherwise, and no other rights are granted to the Conference pursuant to this Agreement or otherwise, that would limit, reduce or impair any Member Institution's Retained Rights. "Retained Rights" means, collectively, each Member Institution's rights to produce, distribute and otherwise exploit the following via its Permitted Member Institution Outlet(s) (as defined in the Broadcast Rights Agreements) on a worldwide basis throughout the Term: (a) highlights and re-broadcasts of Selected Games (as defined in the Broadcast Rights Agreements); (b) ancillary sports-related programming (including without limitation coaches' shows, sports highlights shows, and magazine-style shows); (c) non-athletics programming; and (d) any and all content and programming not expressly granted to a Broadcast Partner in the Broadcast Rights Agreements. Should circumstances dictate, the Conference may propose inclusion of certain Retained Rights in Broadcast Rights Agreements and Member Institutions will consider such proposals in good faith; provided, that a Member Institution may grant or withhold inclusion of its Retained Rights in any Broadcast Rights Agreement in its sole discretion. The Conference shall not, however, take any action that, directly or indirectly, limits, reduces or otherwise impairs a Member Institution's Retained Rights or Permitted Member Institution Outlet(s) without the prior written consent of all Member Institutions that are then members of the Conference.

5. Amendment of the Broadcast Rights Agreements. The Board, after consultation with each of the Member Institutions, must approve any amendment, modification, extension, renewal or replacement of any Broadcast Rights Agreement in accordance with the Conference's Bylaws (the "Bylaws"); provided, that the Conference shall not enter into any amendment, modification, extension, renewal or replacement of any Broadcast Rights Agreement that grants rights to any Broadcast Partner that are more favorable to the Broadcast Partner, or imposes obligations or conditions on any Member Institution that are more restrictive to such Member Institution, than those set forth in the Broadcast Rights Agreements as in effect on the Effective Date (as defined below) without the prior written consent of all Member Institutions that are then members of the Conference.

6. Additional Members. The Conference shall not admit a new member to the Conference unless and until (a) such new member agrees to become bound by this Agreement by executing a signature page or joinder agreement hereto as a condition to such admission and (b) grants to the Conference pursuant to this Agreement all Rights of such Member Institution.

7. Term. The “Term” of this Agreement shall begin on the Effective Date and shall continue until June 30, 2028. This Agreement shall be automatically extended for one (1) additional year, until June 30, 2029, following the expiration of the initial term, if any of the Broadcast Rights Agreements are extended. The “Effective Date” means (a) for the Current Members, July 1, 2023, and (b) for any Member Institution other than the Current Members, the date on which it becomes a Member Institution admitted to membership in the Conference in accordance with the Bylaws and this Agreement. At the end of the Term or upon other termination of this Agreement, the Rights granted, by a Member Institution to the Conference hereunder shall automatically revert to such Member Institution.

8. Acknowledgement. Each of the Member Institutions acknowledges that the grant of Rights during the entire Term is irrevocable and effective until the end of the Term regardless of whether the Member Institution withdraws from the Conference during the Term or otherwise ceases to participate as a full member of the Conference in accordance with the Bylaws.

9. Reasonable Access. Without any additional consideration or compensation to the Member Institutions, each of the Member Institutions agrees throughout the Term to provide the Broadcast Partners with reasonable access to its property and facilities, with appropriate ingress and egress, parking, facilities, utilities and lighting, and other support and assistance reasonably required by the Broadcast Partners to exercise the Rights as and to the extent provided in the Broadcast Rights Agreements.

10. Miscellaneous. This Agreement may not be modified, or amended other than by an agreement in writing signed by duly authorized representatives of the Conference and each of the Member Institutions that are then members of the Conference. This Agreement may be executed in multiple counterparts and delivered by electronic or facsimile transmission. This Agreement sets forth the entire understanding of the parties hereto relating to the subject matter hereof and, effective July 1, 2023, supersedes all prior agreements and understandings among or between any of the parties relating to the subject matter hereof.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

LOUISIANA TECH UNIVERSITY

Dated: 6/29/2023

DocuSigned by:
By: Dr. Les Guice
550E9643E20440E...
Dr. Leslie K. Guice, President

SIGNATURE PAGE TO
CONFERENCE USA, INC.

GRANT OF RIGHTS AGREEMENT
DATED EFFECTIVE JULY 1, 2023

Lincoln Parish
Linda Cook

Submission# 1255429
Date Submitted 3/14/26 12:03 PM
Date Processed 3/16/26 10:13 AM
Processed By Lindsey Walker
Case# CR-2021-F-75750
Filed By cookronk@aol.com
Division
Defendant Name JOSHUA A TAYLOR

LETTER FROM ATTORNEY	1pg
MOTION TO SET BAIL	3pgs
MOTION TO ENROLL	2pgs

Notes
MOTION TO ENROLL AND MOTION TO SET PROBATION BOND

Lincoln Parish
Linda Cook
Payment Receipt

Date Processed	3/16/26 10:13 AM
Case#	2021-F-75750
Billing Address	Ronald K Cook 712 Splane Drive West Monroe LA 71291
Pre-Auth TransactionId	22C94AB2CE78474991E34939
Convenience Fee (Non-Clerk)	0.00
Online Filing Fee (Non-Clerk)	7.50
Total Charged To Card	7.50

LAW OFFICE OF RONALD K. COOK

A Professional Law Corporation

712 Splane Drive
West Monroe, Louisiana 71291
cookronk@cooklawgroup.net

Telephone (318) 323-7141

Facsimile (318) 325-8880

March 14, 2026

Honorable Linda Cook
Lincoln Parish Clerk of Court
100 W. Texas Ave, #103
Ruston, Louisiana 71270

Lincoln Parish
Linda Cook
Lindsey Walker
Case#2021-F-75750
E-FILED ON: 3/14/26 12:03 PM
Filed on: 3/16/26 10:13 AM
of Pages:1

Re: State of Louisiana versus Joshua A. Taylor
Docket No.: 2021-F-75750; 3rd JDC Ouachita Parish

Dear Ms. Cook:

Please find enclosed the original Motion to Enroll and Motion to Set Probation Bond regarding the above-referenced matter. Please present to the Judge for his review and signature, file same into the record and return certified copies to all parties of interest.

Thank you for your time and assistance in this matter.

With kindest regards, I remain

Sincerely,

/s/ Ronald K. Cook

Ronald K. Cook

RKC/jhc

Enclosure

cc: Sarah E. Wilkerson, Assistant District Attorney
Akkemme Mattox 24 Accent Drive, Monroe, LA 71201

STATE OF LOUISIANA * PARISH OF LINCOLN * THIRD DISTRICT COURT

STATE OF LOUISIANA

VERSUS NO. 2021-F-75750

JOSHUA TAYLOR

FILED: Lincoln Parish
Linda Cook
Lindsey Walker
Case#2021-F-75750
E-FILED ON: 3/14/26 12:03 PM
Filed on: 3/16/26 10:13 AM
of Pages:3
DEPUTY CLERK OF COURT

MOTION TO SET PROBATION BOND

NOW INTO COURT, through undersigned counsel, comes and appears Mover, JOSHUA TAYLOR, who respectfully avers as follows:

1.

On or about January 29, 2026, Mover plead guilty in Lincoln Parish and was sentenced to serve ten (10) years at hard labor along with a fine and placed on supervised probation for three (3) years. Mover is currently on probation regarding 2021-F-75750.

2.

Defendant represents that he is not a flight risk and that he resides in Lincoln Parish.

3.

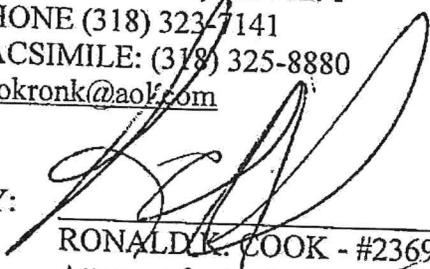
Defendant requests that a hearing be held and after said hearing that this Court grant Mover, JOSHUA TAYLOR, a probation bond regarding, 2021-F-75750.

WHEREFORE, the Defendant, JOSHUA TAYLOR, respectfully requests relief as set forth above and for all other general and equitable relief that may be due him.

Respectfully submitted,

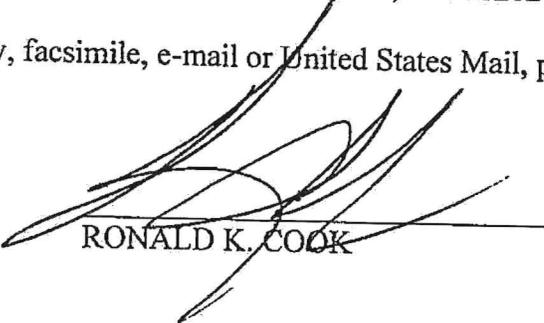
LAW OFFICE OF RONALD K. COOK
A PROFESSIONAL LAW CORPORATION
712 SPLANE DRIVE
WEST MONROE, LA 71291
PHONE (318) 323-7141
FACSIMILE: (318) 325-8880
cookronk@aol.com

BY:


RONALD K. COOK - #23692
Attorney for Defendant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the above and foregoing instrument has been forwarded to the Lincoln Parish District Attorney, 100 W Texas Ave, 2nd Floor, Ruston Louisiana 71270 and Monica Lloyd, Felony Probation, 24 Accent Dr., Monroe, LA 71202 on this 14th day of ~~February~~ March 2026 via hand-delivery, facsimile, e-mail or United States Mail, postage prepaid.


RONALD K. COOK

STATE OF LOUISIANA * PARISH OF LINCOLN * THIRD DISTRICT COURT

STATE OF LOUISIANA

FILED: _____

VERSUS NO. 2021-F-75750

JOSHUA TAYLOR

DEPUTY CLERK OF COURT

ORDER

CONSIDERING THE MOTION FOR A PROBATION BOND:

IT IS HEREBY ORDERED that a hearing be held on the ____ day of _____, 2026 at __:__ o'clock __.M., Courtroom No. ____, at the Lincoln Parish Courthouse located in Ruston, Louisiana for determination of whether a probation bond will be set for JOSHUA TAYLOR regarding docket number 2021-F-75750 as more particularly set forth in the motion concerning same filed herein.

SIGNED this ____ day of _____, 2026 at Ruston, Lincoln Parish, Louisiana.

JUDGE, THIRD DISTRICT COURT

Please Serve:

Ronald K. Cook, 712 Splane Drive, West Monroe, La 71291

Lincoln Parish District Attorney, 100 W Texas Ave, 2nd Floor, Ruston, LA 71270

Akkemme Mattox, State of Louisiana, Office of Probation & Parole, 24 Accent Drive, Monroe, LA 71201

STATE OF LOUISIANA * PARISH OF LINCOLN* THIRD DISTRICT COURT
STATE OF LOUISIANA
VERSUS NO.: 2021-F-75750
JOSHUA A TAYLOR

FILED: Lincoln Parish
Linda Cook
Lindsey Walker
Case#2021-F-75750
E-FILED ON: 3/14/26 12:03 PM
Filed on: 3/16/26 10:13 AM
of Pages:2
DEPUTY CLERK OF COURT

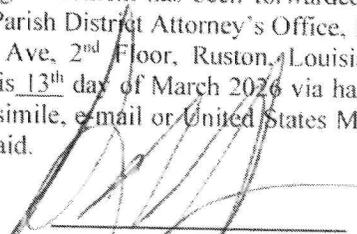
MOTION TO ENROLL

NOW INTO COURT, through undersigned counsel, comes Defendant, JOSHUA A TAYLOR, and upon suggesting to the Court that defendant has retained the services of undersigned counsel Ronald K. Cook should be allowed to enroll as his attorney of record in this matter.

WHEREFORE, JOSHUA A TAYLOR PRAYS that Ronald K. Cook be allowed to enroll as attorney of record in this matter.

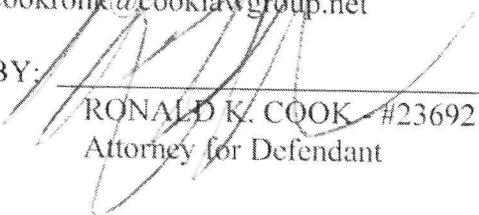
CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing instrument has been forwarded to the Lincoln Parish District Attorney's Office, 100 West Texas Ave, 2nd Floor, Ruston, Louisiana 71270, on this 13th day of March 2026 via hand-delivery, facsimile, e-mail or United States Mail, postage prepaid.


RONALD K. COOK

Respectfully submitted,

LAW OFFICE OF RONALD K. COOK
A PROFESSIONAL LAW CORPORATION
712 Splane Drive
West Monroe, LA 71291
Telephone: (318) 323-7141
Facsimile: (318) 325-8880
cookronk@cooklawgroup.net

BY: 
RONALD K. COOK #23692
Attorney for Defendant

STATE OF LOUISIANA * PARISH OF LINCOLN* THIRD DISTRICT COURT

STATE OF LOUISIANA

FILED: _____

VERSUS NO.: 2021-F-75750

JOSHUA A TAYLOR

DEPUTY CLERK OF COURT

ORDER

THE ABOVE MOTION CONSIDERED:

IT IS ORDERED THAT Ronald K. Cook is hereby enrolled as counsel of record for JOSHUA A TAYLOR herein.

Ruston, Lincoln Parish, Louisiana, this ___ day of _____ 2026.

JUDGE, THIRD DISTRICT COURT