

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

VERSUS

CONFERENCE USA

DOCKET NO.: SECTION:

3RD JUDICIAL DISTRICT COURT

PARISH OF LINCOLN

STATE OF LOUISIANA

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 petitions this Honorable Court 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.

3.

The Defendant herein is:

A. **Conference USA (“CUSA” or “Conference”)**, a not-for-profit corporation organized under the law of Illinois 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).

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 Louisiana Tech as member institution of the conference (Exhibit 6).

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." *See* 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.” *See* 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.” *See* 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.

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 four (4) football games, with travel, in nineteen (19) days with less than five (5) days rest between games 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.” *See* 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.

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.

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.

COUNT I

**INJUNCTIVE RELIEF – STUDENT-ATHLETE SAFETY CONCERNS AND THE
SCHEDULING OF GAME DAYS**

33.

Pursuant to La. Code of Civ. Pro. art. 3601(A), “[a]n injunction shall be issued in cases where irreparable injury, loss, or damage may otherwise result to the applicant...”

34.

Plaintiff seeks injunctive relief to address immediate and ongoing concerns regarding the safety, health, and welfare of student-athletes and the harm that would result to the institution.

35.

Specifically in connection with the scheduling of football games, the requested relief is necessary to prevent irreparable harm arising from insufficient recovery and rest between games.

36.

CUSA attempted scheduling will further cause irreparable harm to Tech’s student athletes causing confusion in informing parents and friends about upcoming games, dates and locations.

37.

Tech will be irreparably harmed and unable to appropriately schedule classes, study halls, and related, required services to its student athletes based on two competing and conflicting schedules.

38.

The current proposed schedule has Tech playing four (4) games in a span of nineteen (19) days (Exhibit 16). This greatly reduces time for recovery between games when accounting for necessary travel. Such a demanding schedule poses a serious threat to our student-athletes’ health and well-being and demonstrates the urgent need for this Honorable Court to intervene to ensure safe and reasonable scheduling practices.

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.

40.

Injunctive relief is also requested to ensure compliance with applicable safety protocols, conference rules, and institutional policies.

41.

Plaintiff further seeks injunctive relief to address the immediate harm caused by the absence of conference affiliation for Tech's football program. At present, student-athletes, students, and fans are left without a conference "home." Tech's football program is not currently affiliated with any athletic conference, creating uncertainty, instability, and significant competitive and institutional disruption. Moreover, in this competitive free agent market of college athletics, the uncertainty has the potential to cause the loss of significant numbers of student athletes.

42.

This uncertainty is compounded by CUSA's prioritization of financial considerations over the welfare and best interests of Tech's student athletes. 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 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 Southern Mississippi, Old Dominion, and Marshall.

44.

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

COUNT II

DECLARATORY AND INJUNCTIVE 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.

WHEREFORE, for the reasons stated above and included in Plaintiffs’ *Petition for Declaratory and Temporary, Preliminary, and Permanent Injunctive Relief and Declaratory*

Relief, the Board of Supervisors and Louisiana Tech respectfully requests that this Honorable Court:

1. Grant a temporary restraining order, preliminary injunction, and permanent injunction against CUSA pursuant to Louisiana Code of Civil Procedure Articles 3601, 3602, and 3603, enjoining Conference USA as follows:
 - a) Prohibiting and enjoining Conference USA from identifying Louisiana Tech University as member of Conference USA;
 - b) Prohibiting and enjoining Conference USA for releasing any schedules of related to intercollegiate athletics listing, identifying, disclosing Louisiana Tech University as participant;
 - c) Prohibiting and enjoining Conference USA from interfering with Louisiana Tech University's acceptance of offer to join the Sun Belt Conference on July 1, 2026.
 - d) 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.
 - e) Prohibiting and enjoining Conference USA from seeking arbitration as means to resolution.
 - f) Prohibiting and enjoining Conference USA from enforcement of any remedial measures contained with its bylaws which may result in and/or subject Louisiana Tech to participating in Conference USA athletic competitions beginning in the July 2026 and prospectively;
 - g) 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;
 - h) Prohibiting and enjoining Conference USA from obtaining equitable relief without proving actual injury, irreparable or otherwise, as required under Louisiana law; and
 - i) Prohibiting and enjoining Conference USA from withholding Louisiana Tech's

NCAA distributions.

2. Grant a declaratory judgment pursuant to Louisiana Code of Civil Procedure Articles 1871 and 1872, declaring as follows:

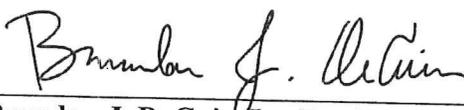
- a) Sections 3.07(e) and 12.04 of the CUSA Bylaws are null, void, and unenforceable as against Louisiana Tech University for the following independent reasons: (a) Section 12.04 is null under Louisiana Revised Statute 9:2778 because it exists solely to enforce the mandatory Dallas arbitration clause in Section 12.01, which is itself null, void, and unenforceable as a public contract provision requiring proceedings outside Louisiana; (b) both sections are null because CUSA waived the arbitration clause and its enforcement mechanisms by voluntarily filing civil proceedings in Louisiana state court arising from the same contractual relationship; (c) Section 3.07(e) is not triggered by this action because Louisiana Tech challenges the characterization of NCAA distributions as funds within the Distribution Withholding, not the Distribution Withholding mechanism itself; and (d) both provisions constitute absolute nullities under Louisiana Civil Code Article 2029 *et seq.* as contrary to the public policy of Louisiana and the constitutional right of access to courts guaranteed by Louisiana Constitution Article I, Section 22;
- b) Conference USA lacks the legal authority to withhold, intercept, or retain NCAA-designated institutional distributions, specifically the Academic Enhancement Fund, Academic Performance Fund, Student-Athlete Opportunity Fund, Special Assistance Fund, Sport Sponsorship, and Grant-in-Aid distributions, as part of the Distribution Withholding under Section 3.07(d) of the Bylaws, for each of the following independent and cumulative reasons: (a) Section 3.07(d) as purportedly amended is preempted by and in direct conflict with NCAA Bylaw 20.01.3.2, which guarantees that all Division I member institutions in good standing shall receive revenue through all of the division's distribution formulas, including the enumerated fund categories at issue, and a subordinate conference bylaw cannot override that specific NCAA bylaw; (b) CUSA serves only as a conduit, a designated disbursement agent, for such funds and does not own or control them, as confirmed by the NCAA's own distribution plan, which permits direct institutional disbursement if the conference fails to act; (c) such funds are not

'Conference revenues' as that term is defined and applied in CUSA's own official financial reporting, which expressly accounts for NCAA distributions as a category separate from Conference net revenues; (d) no mutual assent of the member institutions extended to the application of the amended withholding language to these NCAA pass-through distributions, and any ambiguity in that language must be construed against CUSA as drafter under Louisiana Civil Code Article 2056; and (e) such withholding constitutes an absolute nullity under Louisiana Civil Code Article 2029 *et seq.* as contrary to the public policy of Louisiana in protecting student-athlete welfare and educational entitlements at public institutions of higher education;

- 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, specifically the Academic Enhancement Fund, Academic Performance Fund, Student-Athlete Opportunity Fund, Special Assistance Fund, Sport Sponsorship distributions, and Grant-in-Aid distributions, 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; and
3. The revenue distribution paid to Tech on or about June 27, 2025, seventeen (17) days before Tech's July 14, 2025 Notice Date and therefore prior to the commencement of the Interim Period as defined in Section 3.07(b) of the Bylaws, is not subject to forfeiture or withholding under Section 3.07(d), is not subject to recoupment or claw-back under any provision of the Bylaws or the Grant of Rights Agreement, and cannot be demanded or recovered by CUSA as a condition of, or in connection with, Louisiana Tech's withdrawal from CUSA. Tech is entitled to all costs of these proceedings and all other relief, general or equitable, to which it may be entitled.

Respectfully Submitted,

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

By: 

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*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@decuirlaw.com

- and -

s/ Justin Kavalir

Justin Kavalir, La. Bar Roll No. 35505

Louisiana Tech University

Wyly Tower 1629

Ruston, La 71272

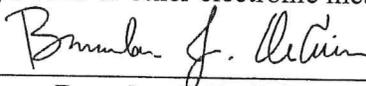
Telephone (318) 257-2760

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 4th 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

DOCKET NO.: SECT.

3RD JUDICIAL DISTRICT COURT

VERSUS

PARISH OF LINCOLN

CONFERENCE USA

STATE OF LOUISIANA

ORDER

CONSIDERING the foregoing *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 March 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 identifying Louisiana Tech University as member of Conference USA;
- II. Prohibiting and enjoining Conference USA for releasing any schedules related to intercollegiate athletics listing, identifying, disclosing Louisiana Tech University as participant;
- III. Prohibiting and enjoining Conference USA from interfering with Louisiana Tech University transition to the Sun Belt Conference on 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.
- 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.: SECT.
3RD JUDICIAL DISTRICT COURT
PARISH OF LINCOLN

VERSUS

CONFERENCE USA

STATE OF LOUISIANA

AFFIDAVIT and VERIFICATION

STATE OF LOUISIANA

PARISH OF LINCOLN

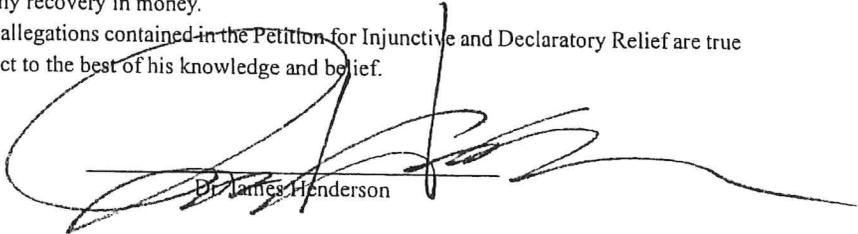
BEFORE ME, the duly qualified Notary Public in and for the aforesaid Parish and State, personally came and appeared:

Dr. James Henderson

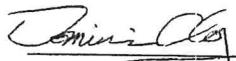
Who after being duly sworn did depose and state:

1. He is an employee of Louisiana Tech University and currently serves as the President.
2. Conference USA has not engaged in good faith negotiations regarding Louisiana Tech University's exit from Conference USA.
3. Louisiana Tech University issued notice of withdrawal to Conference USA on or about July 14, 2025.
4. Louisiana Tech University has received an invitation to join the Sun Belt Conference beginning July 1, 2027, with an option to join beginning July 1, 2026.
5. He expressly authorized the settlement offers between Louisiana Tech University and Conference USA described in the *Petition for Temporary, Preliminary, and Permanent Injunctive Relief and Declaratory Relief*, and each offer was made with his knowledge, consent, and was authorized in good faith.
6. He is aware that Ryan Ivey, the Director of Athletics for Louisiana Tech University, received a preliminary football schedule as Athletic Director from Conference USA after disclosing Louisiana Tech University's exit from Conference USA.
7. He is aware that Ryan Ivey, after receiving a preliminary football schedule for 2026, informed Conference USA via email on February 11, 2026, that the schedule, as presented, presents major health and safety concerns for the student-athletes.
8. He is aware that Conference USA ignored Ryan Ivey's request and issued Louisiana Tech University a schedule.
9. On February 20, 2026, Conference USA sent a letter to Louisiana Tech University acknowledging Ryan Ivey's safety concerns.
10. Conference USA still issued a schedule potentially causing irreparable harm to Louisiana Tech University, including but not limited to its athletics teams, specifically Louisiana Tech University's football program, in the following nonexclusive manner to wit:
 - a. Subjecting student athletes to unreasonable competition over a short period of time;
 - b. Subjecting Louisiana Tech to four (4) football games over a period of nineteen (19) days;
 - c. Subjecting Louisiana Tech to a strenuous travel schedule preventing appropriate rest for student athletes;
 - d. Subjecting Louisiana Tech to shortened recovery time periods; and
 - e. Limiting and shortening access to training periods for recovery following games in a contact sport.

11. Issuing a schedule with Louisiana Tech as a participant of Conference USA will cause harm beyond any recovery in money.
12. All other allegations contained in the Petition for Injunctive and Declaratory Relief are true and correct to the best of his knowledge and belief.


Dr. James Henderson

Thus sworn to and subscribed before me this 4 day of March, 2026, in the aforesaid Parish and State.

 #173923
Notary Public



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

DOCKET NO.: SECT.
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 an employee of Louisiana Tech University and currently serves as the Director of Athletics.
2. Conference USA has not engaged in good faith negotiations regarding Louisiana Tech University's exit from Conference USA.
3. Louisiana Tech University issued notice of withdrawal to Conference USA on or about July 14, 2025.
4. Louisiana Tech University has received an invitation to join Sun Belt Conference beginning July 1, 2027, with an option to join beginning July 1, 2026.
5. He received a preliminary football schedule from Conference USA in this capacity as Athletic Director after disclosing Louisiana Tech University's exit from Conference USA.
6. He informed Conference USA via email on November 25, 2025 of the University's intent to play in the Sun Belt Conference in 2026.
7. After receiving a preliminary football schedule for 2026, he informed Conference USA via email on February 11, 2026, that the schedule, as presented, presents major health and safety concerns for the student-athletes.
8. Conference USA ignored his request and issued Louisiana Tech University a schedule.
9. On February 20, 2026, Conference USA sent a letter to Louisiana Tech University acknowledging Ryan Ivey's safety concerns.
10. Conference USA still issued a schedule potentially causing irreparable harm to Louisiana Tech University including but not limited to its athletics teams, specifically Louisiana Tech University's football program in the following nonexclusive manner to wit:
 - a. Subjecting student athletes to unreasonable competition over a short period of time;
 - b. Subjecting Louisiana Tech to four (4) football games over a period of nineteen (19) days;
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 - d. Subjecting Louisiana Tech to shortened recovery time periods; and
 - e. Limiting and shortening access to training periods for recovery following games in a contact sport.

Lincoln
Filed Mar 05, 2026 8:42 AM
Laura Barmore
Deputy Clerk of Court
E-File Received Mar 04, 2026 4:32 PM

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11. Issuing a schedule with Louisiana Tech as a participant of Conference USA will cause harm beyond any recovery in money.


Ryan Ivey

Thus sworn to and subscribed before me this 3 day of March, 2026 in the aforesaid Parish and State.

 #173923
Notary Public

