STATE OF NEW MEXICO
COUNTY OF BERNALILLO
SECOND JUDICIAL DISTRICT

NEW MEXICO FOUNDATION
FOR OPEN GOVERNMENT
and NICK NUÑEZ,

Plaintiffs,

v. No. D-202-CV-2025-08283

BOARD OF REGENTS OF NEW MEXICO STATE UNIVERSITY
and JOHN DOE, its Records Custodian,

Defendants.

COMPLAINT TO ENFORCE THE INSPECTION OF PUBLIC RECORDS ACT

Plaintiffs New Mexico Foundation for Open Government ("NMFOG"), by and through its attorney Amanda R. Lavin, and Nick Nuñez ("Nuñez"), by and through his attorney, Johnn Osborn of the Law Office of Johnn Osborn, P.C., for their complaint against Defendants Board of Regents of New Mexico State University and John Doe, its Records Custodian, (collectively, "NMSU") states as follows:

Introduction

1. This case concerns a denial of the public's right under the Inspection of Public Records Act, NMSA 1978, Sections 14-2-1 – 12 ("IPRA"), to inspect records of the New Mexico State University, a public university.
2. NMSU has announced that it will pay up to $20.5 million in accordance with the terms of a settlement agreement in a federal class action suit, *House v. NCAA* (the "*House* settlement"). *See In re College Athlete NIL Litigation*, No. 4:20-cv-03919-CW (N.D. Cal.). However, NMSU is refusing to make its contracts with the student-athletes public. These contracts are records of expenditures of public money, and NMSU's refusal to disclose them, along

with other records related to NMSU's obligations under the *House* settlement, violates IPRA.

Parties

3. Plaintiff NMFOG is a New Mexico nonprofit, nonpartisan organization whose mission is to help individuals, businesses, students, educators, journalists, lawyers, and other engaged citizens understand, obtain, and exercise their rights under IPRA, the Open Meetings Act, the Arrest Record Information Act, the First Amendment to the United States Constitution and Article II, Section 17 of the New Mexico Constitution, as well as to help public officials understand and discharge their obligations under those statutes and constitutional provisions. NMFOG has its principal place of business in Bernalillo County, in the state of New Mexico.
4. Plaintiff Nick Nuñez ("Plaintiff Nuñez") is a resident of Bernalillo County and is a credentialed member of the media. As a staff contributor to New Mexico Alumni Media, Inc. d/b/a The Pit Press, Plaintiff Nuñez covers high school and college sports in New Mexico.
5. Defendant Board of Regents of New Mexico State University is the governing body of New Mexico State University, a state university with its principal office in Doña Ana County, New Mexico. It is operated with public money and is a "public body" within the meaning of IPRA, NMSA 1978, Section 14-2-6(G) (2023).
6. NMSU has not clearly designated a records custodian as required by Section 14-2-7 of IPRA; therefore, Plaintiffs name "John Doe" as NMSU's records custodian. NMSA 1978, § 14-2-7 (2001).

Jurisdiction and Venue

7. The Court has jurisdiction over the parties and subject matter of the action under NMSA

1978, Sections 38-3-1.1 (1988) and 14-2-12 (1993).

8. Venue is proper under NMSA 1978, Section 38-3-1(A) (1988).

General Allegations

9. IPRA declares "all persons are entitled to the greatest possible information regarding the affairs of the government and the official acts of public officers and employees" and that "provid[ing] persons with such information is an essential function of a representative government." NMSA 1978, § 14-2-5 (1993). Under IPRA, "the citizen's right to know is the rule and secrecy is the exception." *Republican Party of N.M. v. N.M. Taxation & Revenue Department*, 2012-NMSC-026, ¶ 12.

10. NMSU failed to comply with its statutory obligations under IPRA to allow inspection of NMSU's public records related to expenditures of public money to athletes and contracts with student-athletes.

11. A settlement agreement reached in a federal class action lawsuit, *House v. NCAA,* changes the way universities under the authority of the National Collegiate Athletic Association ("NCAA") may make payments to student-athletes. Specifically, the *House* settlement allows Division I institutions like NMSU to provide significant new financial benefits to student-athletes, including backpay for missed NIL ("Name, Image, and Likeness") opportunities dating back to 2016. It also establishes a revenue-sharing model beginning as early as the current 2025-26 academic year.

12. Pursuant to the *House* settlement, schools may choose to share revenues with student-athletes up to a cap, which is estimated at approximately $20.5 million per institution for the 2025-26 academic year.

13. In February 2025, NMSU publicly announced its intention to opt into the *House* Settlement, well before final approval of the settlement on June 6, 2025. Under the terms of the

settlement, NMSU athletes were eligible for revenue sharing beginning July 1, 2025.

14. Prior to the *House* settlement, NMSU student-athletes were allowed to receive payments only through NIL agreements via third-party collectives or from private companies (*e.g.*, Nike).

15. NMSU's designated third-party collective was A-Mountain Sports. A-Mountain Sports worked directly with NMSU's Athletic Department to recruit and pay its student-athletes.

16. Upon information and belief, NMSU has assumed prior contracts between A-Mountain Collective and student-athletes.

17. Public money will be used to fund the increased financial investment in NMSU athletics and to compensate student-athletes under revenue sharing agreements.

18. During the 2025 legislative session, NMSU and the University of New Mexico jointly sought an appropriation of $2.5 million dollars from the legislature to "fund student athletes." This effort, Senate Bill 268, did not pass; however, since the legislative session earlier this year, NMSU has made additional requests to the legislature for increased public funding to cover expenses related to NIL compensation.

19. On August 20, 2025, NMSU Acting Athletic Director Amber Burdge presented to the New Mexico State Legislative Finance Committee ("LFC") seeking additional public funds to cover costs related to the *House* settlement, including paying back damages to athletes. NMSU and the University of New Mexico told the LFC they will be looking for ways to cover revenue they'll share with current athletes as part of the settlement. Nick Coppola, *NMSU, NMSU ADs united in asking legislature for more financial support in athletics,* LAS CRUCES SUN NEWS (Aug. 21, 2025), https://www.lcsun-news.com/story/sports/college/nmsu/2025/08/21/NMSU-new-mexico-nmsu-lovo-burdge-appeal-to-legislature-together-for-more-financial-support-

athletics/85744229007/.

20. The College Sports Commission was established as part of the *House* settlement to ensure compliance with the settlement rules, including new rules around revenue sharing, roster limits, and student-athlete third-party NIL agreements.
21. The College Sports Commission utilizes a reporting system known as the College Athlete Payment System (CAPS). Under the *House* settlement, NMSU is required to use CAPS to report its revenue sharing payments to student-athletes.
22. NMSU must also report all NIL agreements between student-athletes and third parties with a value of $600 or more to the College Sports Commission's CAPS system to ensure third party NIL agreements are "fair market value."
23. As part of the *House* settlement, NMSU must implement roster limits for its athletic teams. NMSU may offer partial or full scholarships to every student-athlete on a team's roster, as long as the total number of student-athletes stays within the sport's specific roster limit, as required by the settlement.
24. To comply with the new roster limits, NMSU must "designate" student-athletes who were either removed or would have been removed from the school's roster due to the implementation of roster limits and report this list to the College Sports Commission.
25. NMSU was required to report the list of "designated student-athletes" to the CAPS system by July 6, 2025.
26. The new rules contained in the *House* settlement are meant to ensure student-athletes are compensated at fair market value. The terms are also meant to ensure student-athletes are treated fairly and compensated adequately for universities' use of and profit from athletes' name, image and likeness.
27. Historically, student-athletes in New Mexico have been eligible to receive NIL

compensation from third parties since 2021, when Governor Michelle Lujan Grisham signed into law the "Student Athlete Endorsement Act." NMSA 1978, §§ 21-31-1 – 4 (2023).

28. The Student Athlete Endorsement Act prohibits post-secondary institutions in New Mexico from penalizing student-athletes from earning compensation from a third-party's use of athletes' "name, image, likeness or athletic reputation." NMSA 1978, § 21-31-3(A).

29. In enacting this legislation, the New Mexico Legislature and the Governor sought to provide student-athletes with access to as many benefits as possible for their participation in university athletics.

30. Student-athletes enjoy freedom of contract in their licensing agreements for the profit by others of their Name, Image, and Likeness.

31. Under New Mexico law, contracts may be invalidated if the agreement is unreasonably favorable to one party and prevents one party from having a meaningful opportunity to negotiate the terms of the contract.

32. In short, for a contract to be enforceable, one party may not take advantage of the other party's lack of knowledge, ability, or experience that would result in a gross disparity between the value received and the price paid.

33. NMSU's concealment of its contracts with student-athletes prevents the public and student-athletes themselves from knowing whether the terms of the agreements are fair and enforceable.

34. The public has a substantial interest in NMSU's agreements with student-athletes, and with the content of other records related to the *House* settlement. The agreements involve the expenditure of millions of dollars of public money, and the public should know the details of these agreements.

35. Significantly, by keeping its records related to compensation of student-athletes hidden from

the public, there is no way to know whether NMSU's payments are compliant with Title IX of the 1972 Education Amendments, a federal civil rights law requiring schools that receive federal funding to distribute equitable opportunities to participate in sports between genders, and provide equitable treatment to men and women athletes.

36. NMSU receives federal funding and is subject to Title IX's prohibitions against sex discrimination.

37. Without transparency, no one – including female student-athletes themselves – has any idea whether NMSU's distribution of revenue-sharing payments provides female student-athletes equitable opportunities or equitable treatment between genders as required under Title IX.

38. Furthermore, at least one university's new revenue sharing contract, obtained by CBS Sports, has come under scrutiny for its one-sided terms. Florida State University's revenue sharing contract includes a provision that the university can extend its agreements with athletes without renegotiating the terms, even if a player has improved. Another provision in the contract allows the university to reduce a player's NIL value due to injury. Peter Holland, *Is Florida State's Revenue-Sharing Contract Excessive? Some Experts Seem To Think So*, TALLAHASSEE DEMOCRAT (June 18, 2025), https://www.tallahassee.com/story/sports/college/fsu/2025/06/28/florida-state-nil-revenue-sharing-contract-ncaa-house-settlment-nil/84398982007/.

39. Also, some revenue-sharing contracts contain non-disclosure agreements ("NDAs"), binding athletes to complete secrecy around the terms of compensation. For example, South Carolina's women's basketball players have been required to sign nondisclosure agreements regarding compensation they receive from revenue sharing. The NDA prohibits the players from sharing their compensation from the university with anyone, even their own

teammates. Trent Wood, *It Doesn't Look Like Revenue Sharing Will Lead To More Transparency Regarding Player Compensation*, DESERET NEWS (August 14, 2025). https://www.deseret.com/sports/2025/08/14/revenue-sharing-nil-non-disclosure-agreements-south-carolina//.

40. Payments by public universities to anyone; whether to faculty, staff, student-workers or student-athletes, are public record and should be available for anyone to see. New Mexico's Sunshine Portal Transparency Act was enacted to provide the public with access to exactly this type of information concerning government budget and expenditures.

41. NMSU's secrecy around the terms of its revenue sharing contracts prevents accountability and is contrary to New Mexico's broad policy of transparency. The public, and likely the athletes themselves, have no way to know whether the terms of their contracts are lawful and fair.

42. As set forth below, Plaintiffs NMFOG and Nuñez have requested the agreements between NMSU and student-athletes and other public records related to compliance with the terms of the *House* settlement, but NMSU has refused to disclose them.

43. NMSU wrongly claims that the records are subject to protection under the Family Educational Rights and Privacy Act, or "FERPA," 20 U.S.C. Section 1232(g), which protects student educational records from public disclosure, and under New Mexico's Uniform Trade Secret Act, which permits a public body to withhold or redact public records that contain trade secrets, defined as "[…]information, including a formula, pattern, compilation, program, device, method, technique or process, that (1) derives independent economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; and (2) is the subject of efforts that are reasonable under the circumstances

to maintain its secrecy." NMSA 1978, § 14-2-1(F) (2025) and NMSA 1978, § 57-3A-2(D) (1989).

44. In fact, the public records requested by Plaintiffs are not educational records or trade secrets, and NMSU has violated IPRA by not producing them.

45. The public records requested by Plaintiffs relate to expenditures of large amounts of public money and relate to contracts with student-athletes that should not be kept secret from the public.

The Law that Applies to Plaintiffs' Inspection of Public Records Act Requests

46. Section 14-2-1 of IPRA guarantees the right of every person to inspect public records of the state. NMSA 1978, § 14-2-1 (2025).

47. IPRA requires a custodian receiving a written request to inspect public records to "[…] permit the inspection timely or as soon as practical under the circumstances, but not later than fifteen (15) days after receiving the written request." NMSA 1978, § 14-2-8(D)(2009).

48. "Unless a written request has been determined to be excessively burdensome or broad, a written request for inspection of public records that has not been permitted within fifteen days of receipt by the office of the custodian may be deemed denied. The person requesting the public records may pursue the remedies provided in the Inspection of Public Records Act." NMSA 1978, 14-2-11(A)(1993)

49. Section 14-2-5 of IPRA provides, "[…] all persons are entitled to the greatest possible information regarding the affairs of government and the official acts of public officers and employees. It is the further intent of the legislature, and it is declared to be the public policy of this state, that to provide persons with such information is an essential function of a representative government and an integral part of the routine duties of public officers and employees." NMSA 1978, § 14-2-5.

50. The New Mexico Supreme Court has held that "[a] citizen has a fundamental right to have access to public records. The citizen's right to know is the rule, and secrecy is the exception. Where there is no contrary statute or countervailing public policy, the right to inspect public records must be freely allowed." *State ex rel. Newsome v. Alarid*, 1977-NMSC-076, ¶ 34, 568 P.2d 1236.

51. NMSU unlawfully denied Plaintiff Nuñez' requests on the basis that NMSU did not possess responsive records, when in fact, it did.

52. NMSU unlawfully denied Plaintiff NMFOG's requests on the basis that some of the requested records are protected from disclosure under 20 U.S.C.A. Section 1232g, or FERPA, which protects against public disclosure of "education records."

53. An "education record" is a record, file, document, or other material which (i) contains information directly related to a student; and (ii) is maintained by an educational agency or institution or by a person acting for such agency or institution. 20 U.S.C.A. § 1232g(a)(4)(A).

54. The records requested by Plaintiffs relate to contracts and licenses between NMSU, a public institution, and payments to athletes required to be reported to the College Sports Commission to ensure compliance with the *House* agreement. The requested records are therefore not protected "education records" as contemplated by FERPA.

55. To the extent any of the requested records are protected by FERPA, information in the records that identifies a student could have been redacted in accordance with NMSA 1978, Section 14-2-9(A) (2013) and been provided for inspection.

56. NMSU further unlawfully denied the records requested by Plaintiff NMFOG on the basis the records are protected "trade secrets," as contemplated by NMSA 1978, Sections 14-2-1(F) and 57-3A-2(D).

57. The requested public records do not contain formulas, patterns, compilations, programs, devices, methods, techniques, or processes that derive economic value from not being generally known by others who could obtain economic value from disclosure of the records. Therefore, the requested records are not "trade secrets" under IPRA and as defined in the Uniform Trade Secrets Act.

58. To the extent any of the requested records contain information that is a protected Trade Secret, such information could have been redacted in accordance with NMSA 1978, Section 14-2-9(A) (2013) and been provided for inspection.

Violations of IPRA, Counts I-VII

Plaintiff Nuñez' requests

Count I:
Request for Women's Basketball contracts

59. On July 2, 2025, Plaintiff Nuñez submitted a public records request for Women's Basketball "Name Image and Likeness" and "Revenue Sharing" Contracts.

60. On July 2, 3, and July 5, 2025, NMSU asserted that it did not have records responsive to Plaintiff Nuñez' request.

61. Notwithstanding this response, on or about July 24, 2025, Michael Navarette, Assistant Athletic Director of Media Relations, advised Plaintiff Nuñez that NMSU possessed records that would have been responsive to Plaintiff Nuñez' requests; however, he did not provide any records for inspection.

62. Upon information and belief, at the time of Plaintiff Nuñez' request, Defendants possessed responsive records, including but not limited to NIL contracts in place between A-Mountain Sports NIL Collective and NMSU student-athletes for the 2025-26 season, Memorandums of Understanding between NMSU and NMSU student-athletes for NIL compensation for

the 2025-26 season, draft NIL contracts to be executed by NMSU and NMSU student-athletes for compensation in 2025-26, and other responsive records.

63. Despite the existence of responsive records, NMSU has not produced the public records for inspection, nor have they claimed a statutory exemption under IPRA that would justify withholding the requested records, in violation of IPRA.

64. The requested records are public records as defined in Section 14-2-6(H) (2023) and should have been provided for inspection as requested by Plaintiff and in accordance with the provisions in IPRA.

65. Defendants' violations of IPRA require a remedy under Sections 14-2-11(C) and 14-2-12(D) (1993).

Count II:
Men's Basketball "Name Image and Likeness" and "Revenue Sharing" contracts

66. On July 2, 2025, Plaintiff Nuñez submitted a public records request for Men's Basketball "Name Image and Likeness" and "Revenue Sharing" Contracts.

67. On July 2, 3 and 5, 2025, Defendant NMSU asserted that it did not have records responsive to Plaintiff Nuñez' request.

68. Notwithstanding this response, on or about July 24, 2025, Mr. Navarette advised Plaintiff Nuñez that NMSU in fact possessed records that would have been responsive to Plaintiff Nuñez' requests; however, he did not provide any records for inspection.

69. Upon information and belief, at the time of Plaintiff Nuñez' request, Defendants possessed responsive records, including but not limited to NIL contracts in place between A-Mountain Sports NIL Collective and NMSU student-athletes for the 2025-26 season, Memorandums of Understanding between NMSU and NMSU student-athletes for NIL compensation for the 2025-26 season, draft NIL contracts to be executed by NMSU and NMSU student-

athletes for compensation in 2025-26, and other responsive records.

70. Despite the existence of responsive records, NMSU has not produced any records for inspection, nor have they claimed a statutory exemption under IPRA that would justify withholding the requested records, in violation of IPRA.

71. The requested records are public records as defined in Section 14-2-6(H) and should have been provided for inspection as requested by Plaintiff and in accordance with the provisions in IPRA.

72. Defendants' violations of IPRA require a remedy under Sections 14-2-11(C) and 14-2-12(D).

Count III:
Men's Football "Name Image and Likeness" and "Revenue Sharing" Contracts

73. On July 2 and 3, 2025, Plaintiff Nuñez submitted a public records request for Men's Football "Name Image and Likeness" and "Revenue Sharing" Contracts.

74. On July 3 and July 5, 2025, Defendant NMSU asserted that it did not have records responsive to Plaintiff Nuñez' request.

75. Notwithstanding this response, on or about July 24, 2025, Mr. Navarette advised Plaintiff Nuñez that NMSU in fact possessed records that would have been responsive to Plaintiff Nuñez' requests; however, he did not provide any records for inspection.

76. Upon information and belief, at the time of Plaintiff Nuñez' request, Defendants possessed responsive records, including but not limited to NIL contracts in place between A-Mountain Sports NIL Collective and NMSU student-athletes for the 2025-26 season, Memorandums of Understanding between NMSU and NMSU student-athletes for NIL compensation for the 2025-26 season, draft NIL contracts to be executed by NMSU and NMSU student-athletes for compensation in 2025-26, and other responsive records.

77. Despite the existence of responsive records, NMSU has not produced any records for inspection, nor have they claimed a statutory exemption under IPRA that would justify withholding the requested records, in violation of IPRA.

78. The requested records are public records as defined in Section 14-2-6(H) and should have been provided for inspection as requested by Plaintiff and in accordance with the provisions in IPRA.

79. Defendants' violations of IPRA require a remedy under Sections 14-2-11(C) and 14-2-12(D).

Count IV:
Requests for NIL Licensing Agreements, NIL Contracts,
Memorandums of Understanding and Templates

80. On July 2, 2025, Plaintiff Nuñez submitted a public records request for all copies of NIL Licensing Agreements or Contracts, templates of such agreements or contracts, and Memorandums of Understanding in NMSU's possession.

81. On July 3 and July 5, 2025, Defendant NMSU asserted that it did not have records responsive to Plaintiff Nuñez' request.

82. Notwithstanding this response, on or about July 24, 2025, Mr. Navarette advised Plaintiff Nuñez that NMSU in fact possessed records that would have been responsive to Plaintiff Nuñez' requests; however, he did not produce any records for inspection.

83. Upon information and belief, at the time of Plaintiff Nuñez' request, Defendants possessed responsive records, including but not limited to NIL contracts in place between A-Mountain Sports NIL Collective and NMSU student-athletes for the 2025-26 season, Memorandums of Understanding between NMSU and NMSU student-athletes for NIL compensation for the 2025-26 season, draft NIL contracts to be executed by NMSU and NMSU student-athletes for compensation in 2025-26, and other responsive records.

84. Despite the existence of responsive records, NMSU has not produced any records for inspection, nor have they claimed a statutory exemption under IPRA that would justify withholding the requested records, in violation of IPRA.

85. The requested records are public records as defined in Section 14-2-6(H) and should have been provided for inspection as requested by Plaintiff and in accordance with the provisions in IPRA.

86. Defendants' violations of IPRA require a remedy under Sections 14-2-11(C) and 14-2-12(D).

Count V:
Designated Student Athlete Lists

87. On July 2, 2025, Plaintiff Nuñez submitted a public records request for all copies of all documents showing which New Mexico State student-athletes will lose a roster spot for the upcoming 2025-26 athletic calendar year due to roster limits imposed by changes from the House Settlement.

88. On July 3 and July 5, 2025, Defendant NMSU asserted that it did not have records responsive to Plaintiff Nuñez' request.

89. Upon information and belief, at the time of Plaintiff Nuñez' request, Defendants possessed responsive records, including but not limited to the list of designated NMSU student-athletes it was required to submit on July 6, 2025.

90. Despite the existence of responsive records, NMSU has not produced any records for inspection, nor have they claimed a statutory exemption under IPRA that would justify withholding the requested records, in violation of IPRA.

91. The requested records are public records as defined in Section 14-2-6(H) and should have been provided for inspection as requested by Plaintiff and in accordance with the provisions

in IPRA.

92. Defendants' violations of IPRA require a remedy under Sections 14-2-11(C) and 14-2-12(D).

Plaintiff NMFOG's Requests

Count VI:
Policies, Procedures, and Internal Memoranda

93. July 25, 2025, at 1:43 PM, Plaintiff NMFOG submitted a public records request to NMSU for "policies, procedures, or internal memoranda that discuss how NMSU will implement the 'structured revenue sharing model' as a participating institution in the *House v. NCAA* settlement."

94. On July 30, 2025, NMSU Athletics Operations Manager Joseph Almaguer responded to Plaintiff NMFOG's request, stating that NMSU received Plaintiff's request on July 28, 2025 – despite having received Plaintiff's request on July 25, 2025 – but would need additional time to respond to the request, until August 15, 2025.

95. On July 30, 2025, Plaintiff responded to Mr. Almaguer's email, reminding him of NMSU's obligation to respond to Plaintiff's request no later than 15 days from the date it received Plaintiff's request, or by August 11, 2025.

96. NMSU ignored Plaintiff's email from July 30, 2025.

97. On August 15, 2025, three weeks after receiving Plaintiff NMFGO's request, and in violation of IPRA's requirement that NMSU respond to IPRA requests no later than within 15 days, under Section 14-2-11(A), associate general counsel for NMSU Isaiah Herrera and Mr. Almaguer finally responded to Plaintiff's request to say NMSU has no responsive records.

98. On information and belief, responsive records exist and are in NMSU's possession.

99. Despite the existence of responsive records, NMSU has not produced any records for inspection, nor have they claimed a statutory exemption under IPRA that would justify withholding the requested records, in violation of IPRA.

100. The requested records are public records as defined in Section 14-2-6(H) and should have been provided for inspection as requested by Plaintiff and in accordance with the provisions in IPRA.

101. Defendants' violations of IPRA require a remedy under Sections 14-2-11(C) and 14-2-12(D).

Count VII:
Request for Contracts and Templates of Contracts

102. On July 25, 2025, at 1:43 PM, Plaintiff NMFOG submitted a public records request to NMSU for "Name Image and Likeness" or "Revenue Sharing" contracts between NMSU, or contracts assumed by NMSU, and current NMSU student-athletes in effect for the 2025-26 academic year, as well as any templates of "Name Image and Likeness" and "Revenue Sharing" contracts between NMSU and student-athletes.

103. On July 30, 2025, NMSU Athletics Operations Manager Joseph Almaguer responded to Plaintiff NMFOG's request, stating that NMSU received Plaintiff's request on July 28, 2025 – despite having received Plaintiff's request on July 25, 2025 – but would need additional time to respond to the request, until August 15, 2025.

104. On July 30, 2025, Plaintiff responded to Mr. Almaguer's email, reminding him of NMSU's obligation to respond to Plaintiff's request no later than 15 days from the date it received Plaintiff's request, or by August 11, 2025.

105. NMSU ignored Plaintiff's email from July 30, 2025.

106. On August 15, 2025, three weeks after receiving Plaintiff NMFGO's request, and in violation of IPRA's requirement that NMSU respond to IPRA requests no later than within 15 days, under Section 14-2-11(A), associate general counsel for NMSU Isaiah Herrera and Mr. Almaguer finally responded to Plaintiff's request.

107. NMSU provided a seven-page document, redacted in its entirety except for the title, "New Mexico State University Name, Image, and Likeness Agreement."

108. NMSU claimed the redactions were justified under 20 U.S.C.A. Section 1232g, FERPA, and as Trade Secrets under Section 14-2-1(A)(6) of IPRA.

109. In response to Plaintiff's inquiry to NMSU whether the redacted document was a template of the contract or an actual contract, Mr. Herrera clarified it was a template, and that all individual contracts with student-athletes were withheld for the same reasons.

110. The requested records are public records as defined in Section 14-2-6(H) are not subject to any exception in IPRA and should have been provided for inspection as requested by Plaintiff and in accordance with the provisions in IPRA.

111. Specifically, the requested contracts and templates are not educational records as contemplated by FERPA, nor are they trade secrets as defined in NMSA 1978, § 57-3A-2(D).

112. Defendants' violations of IPRA require a remedy under Sections 14-2-11(C) and 14-2-12(D).

Prayer for Relief

WHEREFORE, Plaintiff NMFOG and Plaintiff Nick Nuñez pray that the Court enter judgment in Plaintiffs' favor and against NMSU for the following relief:

A. An order directing NMSU to satisfy the above-described IPRA requests in full;

B. An order for equitable relief to cure NMSU's violations of IPRA;

C. An award of damages, costs, and reasonable attorneys' fees under IPRA, NMSA 1978, Section 14-2-11(C) and 14-2-12(D); and

D. Such other relief as the Court deems just and proper.

Respectfully submitted,

NEW MEXICO FOUNDATION
FOR OPEN GOVERNMENT

Amanda R. Lavin
NMFOG Legal Director
amandalavin@nmfog.org
7777 Jefferson St. NE
Albuquerque, NM 87109

and

LAW OFFICE OF JOHNN S.L. OSBORN, PC

/s/ Johnn Osborn

Johnn Osborn #10/213
1011 Lomas Blvd. NW
Albuquerque, New Mexico 87102
505-585-1235
attorney@landofenchantment.law
Attorney for Plaintiff Nick Nuñez