

IN THE CIRCUIT COURT OF BOONE COUNTY, MISSOURI

DAMON WILSON II,

Plaintiff,

v.

THE UNIVERSITY OF GEORGIA  
ATHLETIC ASSOCIATION, INC.; THE  
CLASSIC CITY COLLECTIVE, INC.;  
MATT HIBBS; AND TANNER POTTS.

Defendants.

Case No. \_\_\_\_\_

**PETITION FOR DECLARATORY JUDGMENT, INJUNCTIVE RELIEF,  
AND DAMAGES**

Plaintiff Damon Wilson II asserts the following Petition for Declaratory Judgment, Injunctive Relief, and Damages against Defendants and states as follows:

**INTRODUCTION**

1. Damon Wilson II is a former five-star college football recruit and a cornerstone of the Missouri Tigers football team’s defense. Before transferring to Missouri (“MU”), Wilson played football for two seasons at the University of Georgia (“Georgia”).

2. At the end of the 2024 season, Wilson entered the transfer portal. Unhappy with Wilson’s decision, the University of Georgia Athletic Association, Inc. (“UGAA”) launched a coordinated campaign to punish Wilson by interfering with his ability to transfer and preventing him from realizing the benefits of free and

open competition for his athletic services and the right to license his Name, Image, and Likeness (“NIL”).

3. Wilson, a prized and highly sought-after defensive end, was a crown jewel of Georgia’s 2023 recruiting class. In his two seasons at Georgia, Wilson excelled in spite of a defensive scheme that required the talented pass rusher—who this year at MU has registered nine sacks and firmly established himself as one of the country’s elite pass rushers—to drop back into coverage.

4. Near the end of Wilson’s sophomore season, the Classic City Collective, Inc. (“CCC”)—a supporter-funded platform used by UGAA to license student-athletes’ NIL rights that later purported to assign any rights to UGAA—presented Wilson with a three-page term sheet (the “Term Sheet”). Ex. A.

5. UGAA and CCC offered Wilson the Term Sheet in the midst of his preparation for Georgia’s game in the College Football Playoff—the biggest game of the year. In late December 2024, a UGAA employee approached Wilson and several of his teammates at Georgia’s football facility and directed the group to “go upstairs.” Once upstairs, Wilson was presented with the Term Sheet, which was already signed by CCC’s Co-Founder and then-CEO Matt Hibbs.

6. The Term Sheet contained a non-binding list of key terms that, if agreed to, would “be used to create a legally binding document.” Ex. A at 2. The Term Sheet stated that it “preced[es]” a “full License and Option Agreement,” Ex. A at 2,

and specifically provided: “In the event the parties agree to this Term Sheet, then they shall work cooperatively to set forth these terms in a full legal contract including all the standard provisions of NIL licensing agreements.” Ex. A at 4. The Term Sheet further stated that Wilson “should seek legal counsel before finalizing the full License and Option Agreement.” Ex. A at 2.

7. Understanding the Term Sheet to be a set of terms that would be used in reaching a legally binding NIL agreement, Wilson—without counsel present and with UGAA employees telling him that time was of the essence—signed the Term Sheet on December 21, 2024.

8. The parties never used the terms of the Term Sheet to create and execute a “legally binding document” containing “all necessary contractual provisions.” Ex. A at 2. Indeed, CCC failed even to present Wilson what it promised in the Term Sheet—a “full License and Option Agreement.” Ex. A at 2. The parties thus never executed a legally binding agreement containing *any* of the provisions in the Term Sheet.

9. Although the Term Sheet contained a non-binding set of terms, it featured a binding Confidentiality Agreement that forbid the parties from disclosing the Term Sheet’s proposed terms “to any non-party.” Ex. A at 2. Unlike the non-binding terms, Wilson was required to initial the Confidentiality Agreement, which preceded and was prominently set apart from all other terms in the Term Sheet.

10. Four days later, on December 25, 2024, despite there having been no further discussions or negotiations between the parties concerning a full License and Option Agreement, CCC sent Wilson \$30,000. One week later, on January 2, 2025, Georgia's season ended in a loss in the College Football Playoff.

11. With only five days left before the transfer portal closed, Wilson prayerfully evaluated the season with his family and concluded that he needed to transfer. Grateful for his time at Georgia but knowing that he needed a change to showcase his full skill set to NFL teams, Wilson entered the transfer portal on January 6, 2025.

12. Just over a week later, in an undated letter, the CCC sent Wilson a purported "termination notice" that claimed to terminate the Term Sheet. Ex. B at 2. That notice purported to exercise CCC's right "to immediately terminate" the Term Sheet based on Wilson's having provided "written notice of transfer" and ultimately transferring from Georgia. Ex. B at 2.

13. The termination notice also purported to "exercis[e] the Liquidated Damages clause" in the Term Sheet. Ex. B at 2. That term, CCC claimed, required Wilson to pay to CCC "all remaining License Fees that would've otherwise been payable under" the Term Sheet—a total of \$390,000. Ex. B at 2. In other words, after paying Wilson \$30,000 on Christmas Day, UGAA and CCC—less than three weeks later—demanded that Wilson pay them \$390,000. CCC included with the

termination notice an invoice for that amount that demanded payment within thirty days. Ex. B at 2.

14. This strong-arm tactic began a coordinated effort by UGAA, operating through its employees and agents, and CCC, including former CEOs Matt Hibbs and Tanner Potts, to punish Wilson for entering the portal, interfere with his ability to transfer, and prevent him from realizing the benefits of free and open competition for his athletic services and NIL licensing.

15. Immediately after Wilson entered the transfer portal, UGAA violated the Confidentiality Agreement by disclosing one or more of the Term Sheet's provisions to sympathetic news outlets and affiliates to tarnish Wilson's reputation.

16. Even more, when Wilson began discussions with other major college football programs to decide where he would transfer, UGAA employees made contact with those programs, falsely telling at least three programs that—if Wilson left Georgia and joined their programs—Wilson would be subject to a \$1.2 million buyout.

17. After Wilson enrolled at MU, UGAA continued to harass its former student-athlete into paying it nearly \$400,000, including by sending Wilson a letter demanding that Wilson arbitrate the purported dispute just days before Wilson began the 2025 season at MU. Notably, this letter made no mention of a Term Sheet, instead falsely representing to be in reference to Wilson's non-existent "License and

Option Agreement.” Ex. C at 2. As UGAA knew then and knows today, Wilson never executed any such agreement.

18. Throughout the 2025 football season, UGAA continued to assert similar demands in an effort to harass Wilson and impair his on-field performance for a conference rival.

19. UGAA’s campaign did not end there. Just weeks ago, despite the parties’ never negotiating or executing a “full License and Option Agreement,” UGAA filed an application to compel arbitration in Georgia state court seeking to force Wilson to arbitrate this supposed contractual dispute.

20. UGAA’s position that the parties agreed to arbitration rests entirely on a five-word “Arbitration” term in the Term Sheet that provides, in full: “Subject to mandatory arbitration clause.” Ex. A at 4. Just as with the “full License and Option Agreement,” the parties never negotiated, much less agreed to, *any* arbitration agreement.

21. UGAA’s application to compel arbitration also violated the Confidentiality Agreement by reciting the confidential terms of the Term Sheet in the application *and* attaching the full Term Sheet on the public docket. UGAA did not redact any portion of the Term Sheet, nor did it file any motion attempting to keep the Term Sheet confidential or under seal.

22. UGAA's actions signal that it is stuck in its old ways. The era of universities exerting total control over the career trajectories and rights of their student-athletes has been dead for nearly half a decade. Nonetheless, UGAA has demonstrated that, left to its own devices, it will attempt to exploit every loophole to deprive student-athletes like Wilson of the ability to reap the benefits of full and fair competition for their NIL rights.

23. No longer willing to endure UGAA's harassment campaign and ready to hold UGAA and CCC accountable for their tortious interference with his business expectations when he entered the portal and chose to transfer, their breach of the Term Sheet's Confidentiality Agreement, and UGAA's efforts to tarnish his reputation as he pursues his lifelong dream of playing in the NFL, Wilson brings this action.

### PARTIES

24. Plaintiff Damon Wilson II is a student-athlete on MU's football team. He is a resident of Columbia, Missouri.

25. Defendant University of Georgia Athletic Association, Inc. ("UGAA") is the University of Georgia's athletics department. Like MU, UGAA's athletics teams compete in the SEC. The University of Georgia operates its athletics teams through UGAA, which is a nonprofit corporation with a principal place of business in Athens-Clarke County, Georgia. UGAA is legally distinct from the University of

Georgia and the Board of Regents of the University System of Georgia, and UGAA is not an agency or entity of the State of Georgia. O.C.G.A §§ 20-3-78, 20-3-79, 20-3-80.

26. Defendant Classic City Collective, Inc. (“CCC”) is a 501(c)(6) nonprofit that UGAA used to contract directly with Georgia student-athletes, including Wilson, for their NIL rights. CCC is not an arm of the State of Georgia. In correspondence with Wilson, CCC listed an address of 269 N. Hull Street #300, Athens, Georgia 30601. But in tax filings, CCC listed an address of 116 MC Davis Blvd 230, Santa Rosa Beach, FL 32459. CCC purports to have assigned to UGAA all rights it possessed pursuant to the Term Sheet.

27. Defendant Matt Hibbs is a Co-Founder and former CEO of CCC who resides in Athens, Georgia. Before co-founding CCC in 2022, Hibbs worked for several years for UGAA. As of February 2025, Hibbs is no longer CEO of CCC. Hibbs signed the Term Sheet on CCC’s behalf. On information and belief, he did so at UGAA’s direction.

28. Defendant Tanner Potts is a former CEO of CCC who resides in Athens, Georgia. On information and belief, Potts worked for UGAA from 2021 until he was named CEO of CCC in February 2025. Potts signed the agreement purporting to assign any rights CCC possessed under the Term Sheet to UGAA. On information

and belief, Potts is presently employed by UGAA as an Assistant Athletics Director for Player Management.

**JURISDICTION AND VENUE**

29. Wilson brings this action under the Missouri Declaratory Judgment Act, Mo. Rev. Stat. § 527.010 *et seq.*

30. This Court possesses subject matter jurisdiction pursuant to Mo. Rev. Stat. § 527.010, which provides, in relevant part, “[t]he circuit courts of [Missouri], within their respective jurisdictions shall have power to declare rights, status, and other legal relations whether or not further relief is or could be claimed.”

31. This Court also possesses jurisdiction pursuant to Mo. Rev. Stat. § 527.020, which provides:

Any person interested under a deed, will, written contract or other writings constituting a contract, or whose rights, status or other legal relations are affected by a statute, municipal ordinance, contract or franchise, may have determined any question of construction or validity arising under the instrument, statute, ordinance, contract, or franchise and obtain a declaration of rights, status or other legal relations thereunder.

32. The Court further possesses jurisdiction to hear Wilson’s claims for tortious interference with contract and business expectancy, civil conspiracy, breach of contract, and defamation. Mo. Const. art. V, § 14.

33. The Circuit Court of Boone County, Missouri is a proper venue for this action. Mo. Rev. Stat. § 508.010.2(4).

34. The Court possesses personal jurisdiction over each Defendant pursuant to Missouri's Long-Arm Statute, Mo. Rev. Stat. § 506.500 (1). Each Defendant transacts business in Missouri and has conspired to commit a tortious act in Missouri.

35. UGAA is subject to the court's jurisdiction because it has entered a conspiracy to commit a tortious act aimed at Boone County, Missouri that supports the claims asserted herein. Additionally, UGAA has had several contacts with Missouri that subject it to suit in the state, including UGAA's participation in athletic competitions in Missouri. On information and belief, UGAA directs marketing into Missouri, including television commercials, mailers, and social media advertisements, sends its employees to recruit student-athletes located in Missouri, sells tickets to athletic events to Missouri residents, and solicits contributions and donations from Missouri residents.

36. CCC is subject to the court's jurisdiction because it has entered a conspiracy to commit a tortious act aimed at Boone County, Missouri that supports the claims asserted herein. Additionally, CCC has had several contacts with Missouri that subject it to suit in the state. On information and belief, CCC also performed acts that subject it to suit in Missouri, including contracting and attempting to contract with student-athletes located in Missouri, directing marketing and promotional materials into Missouri, accepting payment from collective

members and University of Georgia fans and donors located in Missouri, and soliciting business from Missouri.

37. Hibbs is subject to the court's jurisdiction because he entered a conspiracy to commit a tortious act aimed at Boone County, Missouri that supports the claims asserted herein. On information and belief, Hibbs also performed acts that subject him to suit in Missouri, including directing or authorizing CCC's activities in Missouri, contracting and attempting to contract with student-athletes located in Missouri, directing marketing and promotional materials into Missouri, accepting payment from collective members and University of Georgia fans and donors located in Missouri, and soliciting business from Missouri.

38. Potts is subject to the court's jurisdiction because he entered a conspiracy to commit a tortious act aimed at Boone County, Missouri that supports the claims asserted herein. On information and belief, Potts also performed acts that subject him to suit in Missouri, including directing or authorizing CCC's activities in Missouri, contracting and attempting to contract with student-athletes located in Missouri, directing marketing and promotional materials into Missouri, accepting payment from collective members and University of Georgia fans and donors located in Missouri, soliciting business from Missouri, and signing the purported assignment agreement that UGAA has used to harass Wilson.

39. Because Defendants participated in a civil conspiracy with the object of tortiously interfering with Wilson's ability to transfer and preventing him from realizing the benefits of free and open competition for his athletic services and obtaining NIL agreements from other universities, any contact with Missouri for any Defendant should be attributed to each of them for purposes of assessing personal jurisdiction.

## FACTUAL ALLEGATIONS

### **I. The State of College Football**

40. Georgia and MU both field teams in the National Collegiate Athletic Association's ("NCAA") Division I Football Bowl Subdivision ("Division I"), the highest level of collegiate football competition in the United States.

41. Division I consists of 136 teams that have separately aligned into 10 Conferences. Of those 10 Conferences, two tower above the rest—the Big Ten and the SEC. In 2024, the Big Ten and SEC *alone* combined to generate over \$1.76 *billion* in revenue for their member institutions. These massive sums of revenue, which have been increasing annually, highlight the stakes that drive competition among SEC member schools.

42. For decades, the NCAA forbid institutions from offering compensation to student-athletes in exchange for an athlete's commitment to attend and play for a school or a license to use their NIL in promotional materials. But after the Supreme

Court's decision in *NCAA v. Alston*, 594 U.S. 69 (2021), a combination of NCAA rule changes and newly enacted state laws allowed NIL collectives and persons unaffiliated with schools to offer, and student-athletes to accept, compensation in exchange for the use of the player's NIL.

43. *Alston* changed everything. Nearly overnight, Division I programs began working with brands and third parties to secure lucrative NIL deals for their student-athletes. Some programs—including UGAA—partnered with NIL collectives to collect and orchestrate these deals. But under the then-existing NIL framework, programs were forbidden from directly compensating student-athletes for NIL rights through the school or the school's athletic department.

44. Today, virtually every Division I program—with the exception of the Service Academies (Army, Navy, and Air Force)—compensates its student-athletes through complex and confidential NIL agreements.

45. Following the settlement in *In re College Athlete NIL Litigation*, No. 20-cv-03919, (N.D. Cal. June 6, 2025) [hereinafter *House Settlement*], which went into effect on July 1, 2025, universities may now—for the first time—enter directly into NIL agreements to provide financial benefits to student-athletes. Programs thus no longer must rely on a collective or similar intermediary to arrange NIL deals.

46. This sea change has allowed sophisticated and prominent universities like Georgia to exploit their bargaining power to convince student-athletes to sign

NIL agreements with unconscionable and unenforceable provisions that the universities can use to threaten a student-athlete who is considering transferring and prevent the student-athlete from realizing the benefits of free and open competition for their athletic services.

## II. Wilson's High School Recruitment and Career at Georgia

47. Following his record-breaking high school football career in Florida, Wilson was one of the nation's most highly sought Division I football recruits for the 2023 cycle.

48. During his recruitment, Wilson received scores of scholarships and NIL offers, including from the premier college football programs in the country. Wilson eventually narrowed his many options down to five suitors: Georgia, the University of Alabama, the University of Miami, the University of Texas, and the Ohio State University. A crown jewel of Georgia's 2023 top-ranked recruiting class, Wilson enrolled early at Georgia and arrived on campus in January 2023.

49. During his sophomore season in 2024–2025, Wilson played in each of Georgia's 14 games and became a standout pass rusher. Wilson starred in Georgia's October 19, 2024, victory over then-undefeated and #1 ranked Texas, recording a sack, forcing a fumble, and recovering a fumble in the fourth quarter to help seal Georgia's win. This performance, and others like it, elevated Wilson's standing among Division I defensive ends.

### III. UGAA Urges Wilson to Sign the Term Sheet Without Counsel

50. As the 2024 Division I season drew to a close, and with the transfer portal window scheduled to open on December 9, 2024, UGAA took action during the retention period to keep Wilson at Georgia. UGAA could not contract with Wilson directly, so, on information and belief, UGAA directed CCC to present Wilson with a Term Sheet.

51. On December 21, 2024, a UGAA employee approached a group of players at the football facility and directed them to “go upstairs.” Wilson was among this group. Once upstairs, these players—including Wilson—were offered term sheets. On information and belief, the offers to each student-athlete were similar in form to the Term Sheet offered to Wilson.

52. In a standalone section preceding the non-binding terms, each term sheet contained a Confidentiality Agreement. Ex. A at 2. The Confidentiality Agreement was set out in a separate, gray text box that preceded all terms of the Term Sheet. At the end of the Confidentiality Agreement, there was space for each student-athlete to initial the provision. The Confidentiality Agreement provides as follows:

Each party to this Agreement shall treat as confidential, and not disclose to any non-party, any information provided to it by the other party that reasonably should be known to be confidential, including the terms of this Agreement, except to the extent required by applicable laws, court orders, and regulations. Without limiting any other legal remedies available to a party, breach of this Section may result in a suspension

or termination of the Agreement. This Section shall not prohibit disclosure to professionals hired by [Wilson] to assist in applicable services including, but not limited to [Wilson's] agent, attorney, and financial advisor.

53. The Term Sheet then set forth a list of non-binding terms that UGAA, CCC, and Wilson would use in working together in good faith to prepare and execute a “legally binding document.” Ex. A at 2.

54. The Term Sheet included a term stating that if CCC “terminate[d] the Agreement” under certain conditions, Wilson would be required to pay CCC “a lump sum payment . . . equal to all remaining Licensing Fees that would have otherwise been payable to [Wilson] under the Agreement.” Ex. A at 4.

55. The Term Sheet included a term stating it was “[s]ubject to mandatory arbitration clause.” Ex. A at 4.

56. The Term Sheet stated that it “preced[ed]” a “full License and Option Agreement” that would “set[] forth all necessary contractual provisions.” Ex. A at 2.

57. The Term Sheet provided that if the parties agreed to the Term Sheet, they would “work cooperatively to set forth these terms in a full legal contract including all the standard provisions of NIL licensing agreements.” Ex. A at 4.

58. The Term Sheet provides for a 14-month term that would run from December 1, 2024 through January 31, 2026—a date chosen to ensure that the full License Agreement would extend beyond the close of the 2026 winter transfer portal period.

59. Wilson executed the Term Sheet on December 21, 2024. CCC's Co-Founder and Then-CEO Matt Hibbs signed the Term Sheet on CCC's behalf on December 14, 2024.

60. Wilson and Hibbs each signed the Term Sheet at the bottom of its final page. Wilson also initialed the end of the Term Sheet's Confidentiality Agreement. Neither party initialed the Term Sheet's arbitration term.

61. Wilson had neither counsel nor an agent present when he signed the Term Sheet. The Term Sheet directed Wilson to "seek legal counsel *before finalizing the full License and Option Agreement.*" Ex. A at 2 (emphasis added).

62. Four days later, on December 25, 2024, despite the parties having not negotiated—and the CCC having not presented Wilson with—a "full License and Option Agreement," Ex. A at 2, CCC paid Wilson \$30,000. CCC never presented Wilson with a "full License and Option Agreement."

63. After signing the Term Sheet, Wilson played one more game at Georgia—its loss in the College Football Playoff on January 2, 2025.

#### **IV. Wilson Enters the Transfer Portal**

64. After much reflection and prayer after the season ended, Wilson notified UGAA on January 6, 2025, that he intended to enter the transfer portal.

65. A student-athlete may not enter his name into the transfer portal unilaterally. The student-athlete must inform the school of his intention to enter the

portal by way of a notice of intent to transfer filed within a transfer portal window. From there, the institution is tasked with submitting the student-athlete's name into the transfer portal.

66. Despite Wilson notifying UGAA of his intent to transfer on January 6, 2025, UGAA did not immediately submit his name to the transfer portal. In the meantime, UGAA launched an all-out offensive to convince Wilson to remain at Georgia.

#### **V. CCC Purports to Terminate the Term Sheet**

67. On January 14, 2025, the day after Wilson formally withdrew from Georgia, CCC sent Wilson an undated letter purporting to be a "termination notice" of the Term Sheet. Ex. B at 2. This letter asserted that CCC was terminating the term sheet "due to" Wilson's unenrollment from Georgia, his withdrawal from the football team, and his provision of written notice of transfer. It further claimed that Wilson owed the CCC \$390,000 to compensate it for "all remaining License Fees that would've otherwise been payable under the Agreement." Ex. B at 2.

68. Directly and tortiously interfering with Wilson's ability to transfer and his prospective business relations, UGAA employees spoke with coaches at competing programs where Wilson could have transferred, including in the SEC, Big Ten, and Big 12.

69. The Head Coach of one Power Four program informed Wilson that a UGAA employee told him that Wilson would be subject to a \$1.2 million buyout if he left the University of Georgia.

70. This assertion by UGAA was plainly false. Not even the invalid Term Sheet purports to subject Wilson to any “buyout,” much less one for a sum of \$1.2 million.

71. A coach at a different Power Four school informed Wilson that a UGAA employee made the same claim to him.

72. After learning that UGAA employees were falsely reporting that he was subject to a “buyout” that did not exist, Wilson reached out to a UGAA employee to ask for an explanation. The UGAA employee apologized to Wilson.

73. Immediately after Wilson entered the transfer portal, UGAA disclosed the terms of the Term Sheet to sympathetic local media outlets, in blatant violation of the Confidentiality Agreement contained in the Term Sheet. UGAA did so knowing that it would damage Wilson’s reputation and impede his ability to transfer to another school.

74. In discussions with MU, UGAA employees made the same false representation that Wilson was subject to a buyout. Despite this, on January 14, 2025, Wilson announced that he would be transferring to MU.

## VI. UGAA Uses the Term Sheet to Harass Wilson at MU

75. On May 29, 2025, counsel for CCC sent Wilson a letter threatening legal action. Ex. D at 2. The letter demanded that Wilson pay CCC \$390,000 within fourteen days of the date of the letter. Ex. D at 2. This letter was sent one month after the Spring Transfer Window—during which players are again permitted to transfer without penalty—formally closed.

76. Not long after, without saying another word to Wilson, UGAA took advantage of new rule changes permitted by the newly approved *House* settlement, including its newfound ability to contract directly with student-athletes, to exert unprecedented pressure on Wilson for leaving Georgia.

77. On July 1, 2025, the *first* day institutions and athletic departments could create direct contractual relationships with student-athletes, CCC entered into an assignment agreement that purported to transfer any and all rights created by Wilson’s Term Sheet to UGAA. Ex. E. Potts signed this assignment agreement on CCC’s behalf. Ex. E at 3.

78. After this assignment, UGAA waited until August 25—three days before MU’s football season opener—to contact Wilson again and demand payment of \$390,000 based on the “Liquidated Damages” term in the Term Sheet. Ex. C at 2.

79. Since August, UGAA has repeatedly demanded that Wilson pay \$390,000 or face legal action.

**VII. UGAA Seeks Arbitration in Georgia**

80. On the evening of November 24, 2025, a deputy with the Boone County Sheriff's Office delivered to Wilson's home a summons and "application" to compel arbitration that UGAA filed in the Superior Court of Athens-Clarke County in Georgia. Ex. F.

81. Relying solely on the Term Sheet's "[S]ubject to mandatory arbitration clause" term, the application demands that Wilson submit to binding arbitration. Ex. F at 6. As the application points out, the Term Sheet "does not provide a method for appointing an arbitrator," so UGAA has asked the court to appoint one. Ex. F at 7.

82. UGAA's filing recited the terms of the Term Sheet and included an unredacted copy of the executed Term Sheet, in violation of the Confidentiality Agreement. UGAA did not file any motion seeking to file the Term Sheet under seal or otherwise keep the Term Sheet confidential.

83. UGAA's filing *did* redact the names of additional student-athletes that are supposedly also subject to NIL agreements that CCC executed and UGAA assumed by assignment.

84. UGAA contacted ESPN regarding its filing, and UGAA spokesman Steven Drummond provided the following statement to ESPN: "When [UGAA] enters binding agreements with student-athletes, we honor our commitments and

expect student-athletes to do the same.” At the time UGAA provided that statement, it knew that it had not entered into any binding agreement with Wilson.

85. When an ESPN reporter asked the UGAA spokesman “why the damages being sought are much higher than the amount Wilson was paid,” he declined to comment.

## VIII. The Term Sheet

### a. The Term Sheet is a Non-Binding Set of Terms, Not an Agreement

86. The Term Sheet itself makes clear that it is not an enforceable contract. The Term Sheet states that it “preced[es]” a “full License and Option Agreement.” Ex. A at 2. No “full License and Option Agreement” was ever offered to Wilson, much less accepted by him.

87. The Term Sheet further provides that it “is not a complete list of all contracted terms” and that it “will be used to create a legally binding document” that contains “necessary contractual provisions” absent from the Term Sheet. Ex. A at 2 (emphasis added).

88. The Term Sheet further advises that Wilson “seek legal counsel *before finalizing the full License and Option Agreement*” at a later point. Ex. A at 2 (emphasis added).

89. The Term Sheet directs the parties to “work cooperatively to set forth these terms *in a full legal contract*,” as distinguished from a non-binding, preliminary Term Sheet. Ex. A at 4 (emphasis added).

**b. The Term Sheet’s Five-Word Reference to a Non-Existent Arbitration Clause is Not an Agreement to Arbitrate**

90. UGAA claims that the parties agreed to arbitrate any dispute regarding the Term Sheet. UGAA’s sole basis for this argument is the following five words contained in the Term Sheet: “Subject to mandatory arbitration clause.”

91. This fragment contains none of the hallmarks of an arbitration clause—it does not specify the scope of disputes that are subject to arbitration, identify which provider will conduct the arbitration (*e.g.*, JAMS), or provide any procedure for initiating arbitration.

92. This indefinite and ambiguous language, included in a non-binding Term Sheet that the parties agreed would “be used to create a legally binding document setting forth all necessary contractual provisions,” does not constitute a binding agreement to arbitrate disputes regarding the Term Sheet.

**c. The Liquidated Damages Term Is Unenforceable**

93. The Term Sheet’s liquidated damages term sets out four triggering events that, if finalized in a full License and Option Agreement, require Wilson to pay CCC “all remaining Licensing Fees that would otherwise have been payable to [Wilson] under the Agreement . . . within 30 days”:

- a. If Wilson “fail[ed] to enroll (and remain enrolled) at UGA for the first semester/session that [the athlete] is eligible to enroll or fails to enroll (and remain enrolled) in each subsequent semester/session through the rest of the Term;”
- b. If Wilson “[withdrew] from the UGA sport team;”
- c. If Wilson “provides written notification of transfer or enters the NCAA transfer portal;” or
- d. If Wilson “breaches the obligations relating [sic] CCC’s review of [the athlete’s] current and future NIL Agreements.” Ex. A at 3–4.

94. Given these triggering events, this term—if ultimately included in the “full License and Option Agreement”—would have penalized Wilson for entering the transfer portal and prevented him from enjoying the benefits of free and open competition for his athletic services.

95. UGAA weaponized this provision, including by falsely representing to coaching staffs at schools where Wilson actively discussed potentially transferring that Wilson was liable for a \$1.2 million buyout.

96. UGAA’s actions related to this provision interfered with Wilson’s prospective business relations by preventing Wilson from realizing the benefits of free and open competition for his athletic services and his NIL licensing rights.

97. This “Liquidated Damages” term makes no attempt to connect the liquidated damages amount owed by the student-athlete to a reasonable estimate of the harm to CCC that would result from a breach. Notably, the Term Sheet offers monthly compensation in exchange for a *non-exclusive* license to market his NIL. Wilson received compensation for only one monthly installment under the Term

Sheet and played in each of Georgia's football games in that month and the month that followed.

98. Under any and all circumstances that trigger the provision, the student-athlete "shall pay all remaining Licensing Fees that would have otherwise been payable to Licensor under the Agreement." Ex. A at 4.

99. The Term Sheet's "Termination" term lists several other events that would result in Wilson's inability to play for Georgia but would not trigger the penalty provision, including (1) a violation of "NCAA, SEC, UGA, [or] UGAA rules," (2) neglect of "academic obligations," (3) ineligibility under NCAA, SEC, or University of Georgia requirements, (4) "refus[al] to participate in required team activities," (5) engaging in an "act of moral turpitude or conduct that brings CCC, UGA, or UGAA into public disrepute," and (6) being arrested for, found guilty of, or pleading guilty to "illegal or criminal conduct." Ex. A at 3-4.

100. In other words, Wilson could have violated NCAA rules, been deemed ineligible by the NCAA, refused to participate in practice or games, engaged in an act of moral turpitude that brought the University of Georgia into disrepute, or *been found guilty of criminal conduct*—thereby making his NIL rights unmarketable—and not have had to pay liquidated damages.

101. All this shows that the liquidated damages term in the Term Sheet was meant to—and ultimately used here to—penalize athletes for choosing even to

explore the idea of transferring by entering the transfer portal, not to protect UGAA's legitimate interests or allow it to recoup *actual* damages.

102. On information and belief, CCC negotiated materially similar Term Sheets with many of Georgia's student-athletes on UGAA's behalf. And on further information and belief, CCC has assigned any purported rights to enforce these agreements—those it has terminated and those that remain in active effect—to UGAA.

103. These Term Sheets, while unenforceable, give UGAA a powerful weapon to wield against athletes who, like Wilson, choose to transfer and those considering whether to transfer.

104. This court should put an end to UGAA's efforts by declaring the Term Sheet and its constituent provisions unenforceable and find UGAA, CCC, Hibbs, and Potts liable for tortiously interfering with Wilson's business expectations by using the unenforceable Term Sheet to prevent him from enjoying the benefits of free and open competition for his athletic services and NIL licensing rights.

**COUNT I – DECLARATORY JUDGMENT (Mo. Rev. Stat. § 527.010)  
Term Sheet**

105. The foregoing allegations are realleged and incorporated by reference as if set forth fully herein.

106. The Term Sheet is not an enforceable contract—it is a non-binding document outlining key terms to be used by the parties to negotiate in good faith a legally binding contract.

107. The Term Sheet expressly provides that it “preced[es] the full License and Option Agreement,” and that the Term Sheet would be “used to create a legally binding document setting forth all necessary contractual provisions” in the form of a “full License and Option Agreement.” Ex. A at 2.

108. The “Standard Provisions” term, the final term in the Term Sheet, further provides that, “[i]n the event the parties agree to this Term Sheet, then they shall work cooperatively to set forth these terms in a full legal contract including all the standard provisions of NIL licensing agreements.” Ex. A at 4.

109. The Term Sheet also provides that Wilson “should seek legal counsel before finalizing the full License and Option Agreement.” Ex. A at 2.

110. Under Georgia law, for a writing “[t]o constitute a valid contract, there must be parties able to contract, a consideration moving to the contract, the assent of the parties to the terms of the contract, and a subject matter upon which the contract can operate.” *McKean v. GGNSC Atlanta, LLC*, 765 S.E.2d 681, 683–84 (Ga. Ct. App. 2014) (citing O.C.G.A. § 13–3–1). In Missouri, three elements are required for contract formation: “offer, acceptance, and bargained for

consideration.” *Baker v. Bristol Care, Inc.*, 450 S.W.3d 770, 774 (Mo. 2014) (citation omitted).

111. Under both Georgia and Missouri law, agreements to agree to a contract in the future—including term sheets—are not enforceable contracts. *Moss v. Moss*, 463 S.E.2d 9, 9 (Ga. 1995); *L.B. v. State Comm. of Psychologists*, 912 S.W.2d 611, 617 (Mo. Ct. App. 1995) (“If the parties reserve any of the essential terms of the purported contract for future determination, there is no valid, binding agreement.” (citation omitted)).

112. Because the Term Sheet states on its face that it is incomplete, fails to contain “all necessary contractual provisions,” Ex. A at 2, and that the parties will use the agreed-to Term Sheet to “work cooperatively to set forth these terms in a full legal contract including all the standard provisions of NIL licensing agreements,” Ex. A at 4, it is not a valid, enforceable contract.

113. The Term Sheet also fails to establish a contract because it is too indefinite to demonstrate a meeting of the minds as to all material terms of an agreement. Without mutual assent “or a meeting of the minds on the essential terms of a contract,” there is no valid contract. *Soybean Merch. Council v. AgBorn Genetics, LLC*, 534 S.W.3d 822, 829 (Mo. Ct. App. 2017) (citation omitted); see also *Sidhom v. Boutros*, 855 S.E.2d 426, 428 (Ga. Ct. App. 2021) (“A valid contract

requires mutual assent, and if such assent is lacking, the contract is not enforceable.” (citations omitted)).

114. Wilson, UGAA, CCC, Hibbs, and Potts are in the midst of a live case or controversy. The Parties have expressed their divergent interpretations of the Term Sheet through counsel but have reached an impasse. The Parties’ dispute regarding the proper interpretation and enforceability of the Term Sheet therefore “presents a real, substantial, presently existing controversy admitting of specific relief.” *Missouri Soybean Ass’n v. Missouri Clean Water Comm’n*, 102 S.W.3d 10, 25 (Mo. 2003).

115. Because he signed the Term Sheet, Wilson has a “legally protectable interest” in being free from UGAA’s threats and attempt to enforce an invalid agreement. *Id.* UGAA’s claim that Wilson owes it \$390,000 demonstrates that he has a pecuniary interest that is “directly at issue,” and the court should grant him immediate and consequential relief in the form of a judgment that the Term Sheet and its provisions are unenforceable. *Id.*

116. The Parties’ diverging interpretations of the enforceability of the Term Sheet and UGAA’s threats and attempt to enforce it present a live controversy that is ripe for judicial determination. *Id.*

117. Wilson has no alternative remedy at law that would be an adequate substitute for a declaration that the Term Sheet is invalid and unenforceable. *Id.*

118. A judgment in Wilson’s favor would put an end to the Parties’ controversy by definitively establishing that the Term Sheet—and, along with it, the arbitration term and liquidated damages term that UGAA has sought to enforce—is invalid and unenforceable. *Id.*

**COUNT II – DECLARATORY JUDGMENT (Mo. Rev. Stat. § 527.010)**  
**Arbitration Term**

119. The foregoing allegations are realleged and incorporated by reference as if set forth fully herein.

120. UGAA and CCC, acting through Hibbs and Potts, have attempted to enforce the Term Sheet’s arbitration term and force Wilson to submit the Parties’ dispute over the Term Sheet to arbitration.

121. The Term Sheet’s reference to a non-existent arbitration clause says, in its entirety: “Subject to mandatory arbitration clause.” Ex. A at 4.

122. To determine whether a binding arbitration agreement exists, courts apply “ordinary state-law principles” governing contract formation and consider “whether the arbitration agreement is improper in light of generally applicable contract defenses.” *Eaton v. CMH Homes, Inc.*, 461 S.W.3d 426, 432 (Mo. 2015) (en banc) (citation omitted). A supposed arbitration agreement “is treated like any other contract and is enforced according to its terms.” *State ex rel. Hewitt v. Kerr*, 461 S.W.3d 798, 808 (Mo. 2015) (per curiam) (citation omitted).

123. The arbitration term does not satisfy Georgia or Missouri law governing contract formation and is too threadbare and indefinite to be enforceable.

124. The Term Sheet's language referring to arbitration is permissive rather than mandatory. It says only that the Term Sheet is "subject to" an unspecified "mandatory arbitration clause" that does not appear anywhere in the document. Wilson did not agree to submit any dispute to arbitration by signing the Term Sheet.

125. The arbitration term also fails to specify the terms it requires any ensuing arbitration to follow. Among other omissions, it does not designate which firms are permitted to provide the arbitration, it does not indicate which party shall bear the costs of arbitration, and it does not provide any guidance as to the scope of disputes between the Parties that they have agreed to submit to arbitrators.

126. A party may be required to arbitrate only "those disputes that the parties have agreed to submit to arbitration." *First Options of Chi., Inc. v. Kaplan*, 514 U.S. 938, 943 (1995) (cleaned up). The arbitration term in the Term Sheet makes no effort to identify any sort of disputes that the Parties must arbitrate.

127. The purported arbitration clause also fails to comply with an essential requirement for arbitration clauses in employment contracts under Georgia law. Arbitration agreements tucked away in broader employment agreements must be separately initialed by each party to be enforceable. *ISS Int'l Serv. Sys., Inc., v. Widmer*, 589 S.E.2d 820, 825 (Ga. Ct. App. 2003).

128. This is a strict requirement: signing the agreement elsewhere or initialing at the bottom of each page of the agreement does not suffice. *See Vasudeva v. Dagnev*, 862 S.E.2d 326, 329 (Ga. Ct. App. 2021).

129. Neither Party initialed the Term Sheet's supposed arbitration clause, so it is not enforceable under Georgia law.

### **COUNT III – DECLARATORY JUDGMENT (Mo. Rev. Stat. § 527.010)**

#### **Liquidated Damages Term**

130. The foregoing allegations are realleged and incorporated by reference as if set forth fully herein.

131. Even if the Term Sheet were a valid and binding contract, the liquidated damages term is unenforceable against Wilson.

132. A penalty provision masquerading as a “liquidated damages” provision is unenforceable. *Nat'l Serv. Indus., Inc. v. Here To Serve Restaurants, Inc.*, 695 S.E.2d 669, 671 (Ga. Ct. App. 2010); *Diffley v. Royal Papers, Inc.*, 948 S.W.2d 244, 246 (Mo. Ct. App. 1997).

133. The Term Sheet's “liquidated damages” term is a penalty provision. It makes no effort to reasonably quantify damages that are difficult to ascertain, and it serves only to penalize Wilson for his decision to enter the transfer portal.

134. The liquidated damages term is also unconscionable and therefore unenforceable. *State ex rel. Vincent v. Schneider*, 194 S.W.3d 853, 858 (Mo. 2006) (en banc) (“An unconscionable contract or clause of a contract will not be

enforced.”); *Mullis v. Speight Seed Farms, Inc.*, 505 S.E.2d 818, 822 (Ga. Ct. App. 1998); see also *Shaffer v. Royal Gate Dodge, Inc.*, 300 S.W.3d 556, 561 (Mo. Ct. App. 2009) (“If an unenforceable term is essential to the entire agreement, then it may render the remainder of the agreement unenforceable.” (citation omitted)).

#### **COUNT IV – TORTIOUS INTERFERENCE WITH CONTRACT AND BUSINESS EXPECTANCY**

135. The foregoing allegations are realleged and incorporated by reference as if set forth fully herein.

136. “Tortious interference with a contract or business expectancy requires proof of: (1) a contract or valid business expectancy; (2) defendant’s knowledge of the contract or relationship; (3) a breach induced or caused by defendant’s intentional interference; (4) absence of justification; and (5) damages.” *Rice v. Hodapp*, 919 S.W.2d 240, 245 (Mo. 1996) (en banc) (citation omitted).

137. Wilson has entered into a valid NIL agreement with MU.

138. Wilson had a valid business expectancy that he would be able to obtain an NIL agreement that reflected the fair market value for his athletic services and NIL rights from another program at the time he informed UGAA that he wished to enter the transfer portal.

139. Wilson currently possesses a valid business expectancy stemming from his existing NIL agreement with MU.

140. Defendants know that Wilson has a valid NIL agreement with MU.

141. Defendants knew that at the time Wilson entered the transfer portal, he had a valid business expectancy that he would obtain an NIL agreement that was commensurate with his value as a player and was the product of free and open competition from another program.

142. Defendants have intentionally interfered with Wilson’s valid business expectancies by (1) delaying submission of his name to the transfer portal after receiving his notice of transfer in order to impede his ability to solicit NIL offers from other schools and to prevent him from obtaining a competing offer; and (2) by falsely representing to other college football programs that Wilson would be subject to a \$1.2 million penalty if he transferred to their school in an effort to prevent them from offering Wilson an NIL agreement, thereby impeding his ability to obtain an NIL agreement from a competing program that was the product of free and open competition for his athletic services and NIL licensing rights.

143. Defendants’ coordinated campaign to financially punish Wilson by dissuading would-be contract partners from entering into agreements with him is unjustified and unlawful.

144. Wilson has suffered damages as the result of Defendants’ conduct, including (1) foregone endorsement opportunities; (2) lost NIL revenue; (3) emotional and mental distress caused by Defendants’ false representations that he owes UGAA and CCC large sums of money.

145. Plaintiff further seeks an injunction against all Defendants forbidding them from interfering with Plaintiff's contractual relationships and business expectancies.

146. Plaintiff seeks an award of damages in an amount sufficient to compensate him for the harm he has suffered as the result of Defendants' tortious interference.

### COUNT V – CIVIL CONSPIRACY

147. The foregoing allegations are realleged and incorporated by reference as if set forth fully herein.

148. Under Missouri Law, "[a] claim of conspiracy must establish: (1) two or more persons; (2) with an unlawful objective; (3) after a meeting of the minds; (4) committed at least one act in furtherance of the conspiracy; and, (5) the plaintiff was thereby damaged." *Oak Bluff Partners, Inc. v. Meyer*, 3 S.W.3d 777, 781 (Mo. 1999) (per curiam) (citation omitted).

149. CCC and UGAA worked together to induce student-athletes to enter into Term Sheets and NIL licensing agreements that could be used to (1) punish student-athletes for transferring or considering transferring, and (2) prevent student-athletes from obtaining an NIL agreement that was commensurate with their value as a player and that was the product of free and open competition from another program.

150. In the position of CEO of CCC, Hibbs and Potts each agreed to work with, and did work with, UGAA to undertake such actions.

151. CCC offered Term Sheets, including the one offered to Wilson, as directed by UGAA. When UGAA gained the ability to contract directly with student-athletes, CCC immediately assigned all of the rights it possessed under Term Sheets it executed with student-athletes to UGAA.

152. While serving as CEO of CCC, Hibbs executed the Term Sheet and Potts assigned all rights under the Term Sheet to UGAA. After obtaining the right to enforce the Term Sheet that it directed CCC to negotiate with Wilson, UGAA wielded the Term Sheet as a weapon to interfere with Wilson's contractual relationship with MU and his valid business expectancies.

153. UGAA and CCC are distinct entities capable of conspiring.

154. UGAA, CCC, Hibbs, and Potts agreed with each other to penalize Wilson for his decision to transfer.

155. The unlawful objective of Defendants' agreement was to tortiously interfere with Wilson's contractual arrangements and business expectancies by depriving him of the opportunity to seek an agreement that reflected free and fair competition for his athletic services and NIL license.

156. Defendants committed several overt acts in furtherance of this conspiracy, including: (1) delaying submission of Wilson's name to the transfer

portal; (2) lying to competing coaching staffs and asserting that Wilson would owe Georgia \$1.2 million if he transferred; (3) attempting to coerce Wilson to remain enrolled at Georgia, (4) demanding that Wilson submit to arbitration in Georgia; and (5) attempting to force Wilson to pay UGAA or CCC \$390,000 to settle claims brought pursuant to the invalid Term Sheet.

157. Accordingly, Plaintiff requests that the court hold Defendants jointly and severally liable for any damages awarded to compensate him for Defendants' tortious interference.

#### **COUNT VI – BREACH OF CONFIDENTIALITY AGREEMENT**

158. The foregoing allegations are realleged and incorporated by reference as if set forth fully herein.

159. The lone enforceable provision contained in the Term Sheet is the Confidentiality Agreement. It is set out in the Term Sheet separate from all other terms, and Wilson separately initialed it.

160. The Confidentiality Agreement provides that the Parties would treat all “terms” of the Term Sheet “as confidential” and would not “disclose [them] to any non-party.” Ex. A. at 2. It further provides that a breach of the Confidentiality Agreement provision was grounds for “suspension or termination” of the Term Sheet and does not “limit[] any other legal remedies available to a party.” Ex. A at 2.

161. UGAA and CCC willfully and intentionally violated the Confidentiality Agreement by disclosing the terms proposed by the Term Sheet to non-parties. UGAA and CCC did so by (1) disclosing the terms of the Term Sheet to the media mere *days* after Wilson decided to enter the transfer portal in an effort to tarnish Wilson's reputation and impair his prospects of securing an NIL agreement from another university and, ultimately, being drafted by an NFL team, and (2) filing the full, unredacted Term Sheet on a public docket without requesting leave to file it under seal.

162. Wilson suffered damages from Defendants' breach of the Confidentiality Agreement, including: (1) lost NIL revenue attributable to UGAA and CCC's disclosure of the licensing terms the parties agreed to in principle; (2) reputational harm caused by UGAA and CCC's baseless assertions that he violated the Term Sheet; and (3) emotional and mental distress.

163. UGAA and CCC employees, including, on information and belief, Hibbs and Potts, contributed to and/or orchestrated Defendants' breach of the Confidentiality Agreement.

164. Plaintiff requests that the court hold Defendants jointly and severally liable for any damages awarded to compensate him for the harm Defendants' willful breach of the Confidentiality Agreement caused him.

## COUNT VII – DEFAMATION

165. The foregoing allegations are realleged and incorporated by reference as if set forth fully herein.

166. UGAA published the following false and defamatory statement of fact about Wilson including by and through UGAA’s own agent Steven Drummond:

“When the University of Georgia Athletic Association enters binding agreements with student-athletes, we honor our commitments and expect student-athletes to do the same” (the “Statement”).

167. UGAA’s Statement implies that Wilson is dishonest in his business dealings and his profession, impairing his ability to enter into future NIL agreements, and harms his reputation.

168. This statement constitutes defamation by implication because every reasonable reader would know from the surrounding context that the statement is about Wilson and conveys that he, unlike UGAA, does not honor his contractual commitments and dishonorably discharges his obligations under agreements.

169. This is a false statement of fact because (1) UGAA did not honor its commitments under the Confidentiality Agreement; and (2) Wilson did not breach any binding agreement between the parties.

170. At the time the statement was made, UGAA had reason to know that this statement was false. UGAA knew that the Term Sheet was not a binding agreement because the Term Sheet expressly states that the parties will use it to

create a legally binding contract. UGAA also disregarded that neither it nor CCC ever offered Wilson the “full License and Option Agreement” contemplated by the Term Sheet. Nonetheless, UGAA and CCC asserted in correspondence with Wilson that he had breached a “License and Option Agreement”—not a Term Sheet—with CCC. Ex. C at 2; Ex. D at 2. UGAA, with full knowledge that the Wilson had signed only a Term Sheet, also misleadingly referred to the Term Sheet as a “Name, Image, and Likeness Agreement” in its application to compel arbitration. Ex. F at 8.

171. UGAA and CCC’s repeated efforts to label the Term Sheet a “contract” demonstrate it acted with the requisite degree of fault in making the false Statement.

172. This false Statement defames Wilson in his profession. It falsely alleges that Wilson does not honor his contractual commitments as an athlete and licensor of his NIL and insinuates that he is dishonest. These false statements have harmed Wilson’s reputation and diminished his opportunity to license his NIL.

173. Wilson seeks special damages for lost business opportunities, general damages for lost peace of mind, humiliation, and anguish experienced as the result of UGAA’s false statement that he does not honor his contractual commitments.

**PRAYER FOR RELIEF**

Plaintiff respectfully prays that this Court:

(A) Declare under the Missouri Declaratory Judgment Act, Mo. Rev. Stat. § 527.010, that the Term Sheet, with the exception of the Confidentiality Agreement, is not a valid and binding contract between the parties.

(B) Declare under the Missouri Declaratory Judgment Act, Mo. Rev. Stat. § 527.010, that the Arbitration term in the Term Sheet is not an enforceable agreement to arbitrate.

(C) Declare under the Missouri Declaratory Judgment Act, Mo. Rev. Stat. § 527.010, that the purported Liquidated Damages term in the Term Sheet is an unenforceable penalty.

(D) Enjoin Defendants from enforcing or attempting to enforce the Term Sheet or any of its terms against Wilson.

(E) As to Counts IV, V, VI, and VII, award Wilson a fair and reasonable amount of damages sufficient to compensate him for the financial and reputational harm he has suffered as a result of Defendants' conspiracy to interfere with his contractual relationships and legitimate business expectations, Defendants' breach of the Confidentiality Agreement, and Defendants' defamation.

(F) Hold Defendants liable, jointly and severally, for all damages, as well as pre-and post-judgment interest, that Wilson endured as the result of Defendants'

tortious interference with his business relationships, Defendants' civil conspiracy, Defendants' breach of the Confidentiality Agreement, and Defendants' Defamation to the full extent permitted by law.

(G) Award Wilson any costs incurred in bringing this action, including reasonable attorneys' fees, pursuant to Mo. Rev. Stat. § 527.100.

(H) Grant Wilson such other and further relief to which he might be entitled at law or in equity.

Dated: December 23, 2025

Respectfully submitted,

/s/ Jeffrey B. Jensen

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# The College Sports Commission

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## What is the College Sports Commission? ^

The College Sports Commission is the organization overseeing the new system that allows schools to share revenue directly with student-athletes and ensures that NIL deals made with student-athletes are fair and comply with the rules.

The College Sports Commission will facilitate more opportunities than ever before for student-athletes to benefit from their participation in intercollegiate athletics and will bring much-needed stability and structure to college sports.

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## Who is responsible for enforcing these new rules? ^

The College Sports Commission is responsible for overseeing compliance with the new rules around roster limits, revenue sharing and student-athlete third-party NIL deals.

Over time, the Commission's role may expand to include enforcement of additional related

rules as well.

The organization will investigate any potential violations of these rules, make determinations regarding potential rules violations and penalties, provide notice and opportunity to be heard, participate in the arbitration process and ultimately administer penalties for violations of these rules.

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### **What does this mean for college sports?**



College sports are on a clear path toward a bright and stable future, supported by clear, well-defined rules and a strong enforcement entity to uphold these rules and ensure fairness across the collegiate landscape.

Student-athletes have more opportunities than ever before to financially benefit during their participation in intercollegiate athletics.

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### **How will this new system benefit student-athletes?**



Student-athletes have more opportunities than ever before to financially benefit during their participation in intercollegiate athletics.

For the first time, schools across the country are now able to directly share revenue with student-athletes.

Student-athletes can receive this direct compensation in addition to third-party NIL earnings.

These opportunities build on the many benefits student-athletes already receive, including athletic scholarships, access to world-class training facilities, academic counseling, medical care, post-eligibility medical coverage, mental health resources, nutrition guidance and life skills development.

The removal of NCAA scholarship limits allows schools to offer full or partial scholarships to every student-athlete on a team's roster, providing more opportunities for student-athletes to receive scholarships, including those in non-revenue-generating sports.

Additionally, as part of the House settlement, the *House* class counsel will distribute approximately \$2.78 billion in past damages to current and former student-athletes over the next 10 years. For more information on damages, visit <https://www.collegeathletecompensation.com/>.

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## How does this new system benefit non-revenue generating sports?

Student-athletes across sports have more opportunities than ever before to financially benefit from their participation in intercollegiate athletics.

Schools across the country are now allowed to directly share revenue with student-athletes. Each school is responsible for determining how to allocate permitted funds amongst their sports teams.

Additionally, the removal of NCAA scholarship limits allows schools to offer full or partial scholarships to every student-athlete on a team's roster, providing more opportunities for student-athletes to receive scholarships, including those in non-revenue-generating sports.

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## Is the College Sports Commission part of the NCAA? How is it different?

No. The College Sports Commission and the NCAA are independent entities, though they collaborate in certain areas. Each organization maintains authority over its own distinct responsibilities.

The College Sports Commission is responsible for overseeing compliance with the new NCAA rules created in connection with the settlement around roster limits, revenue sharing and student-athlete NIL deals.

The NCAA is responsible for enforcement of matters such as the rules of the game, academic and athletic eligibility and sports betting, among others.

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## How can someone report a potential rules violation to the CSC?

An anonymous tipline has been set up to allow student-athletes, coaches, administrators and others to confidentially report potential violations of the rules governing third-party NIL deals and revenue sharing in college sports to the College Sports Commission. Anonymous reports can be submitted and additional information is available, at:

[www.collegesportscommission.org/report](https://www.collegesportscommission.org/report).

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## Who is allowed to report a potential rules violation to the CSC?

Anyone with information or concerns about potential rules violations - including, but not limited to, student-athletes, coaches and administrators - can use the tipline. Reporting will help

inform the CSC's enforcement efforts and strengthen compliance with the new rules established as a result of the House settlement.

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# The House Settlement

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## What is the House settlement?

The *House* settlement refers to the landmark settlement agreement resolving certain antitrust claims against the NCAA, ACC, Big Ten, Big 12, Pac-12 and SEC, that challenged NCAA rules restricting student-athlete compensation.

It provides financial opportunities and benefits for Division I student-athletes, including direct revenue sharing.

For more details, click [here](#).

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## How does the settlement impact Division I schools outside of the ACC, Big Ten, Big 12, Pac-12 and SEC?

Division I schools outside the ACC, Big Ten, Big 12, Pac-12 and SEC have the option to “opt in” to the new model if they would like to provide additional scholarships or participate in revenue sharing with their student-athletes and abide by all relevant rules as part of the agreement.

Many have already opted in, with a final deadline of June 30, 2025, at which point a full list of participating schools will be made public.

Even if an institution does not “opt-in” to the new model, the requirements to report third-party NIL deals valued at or above \$600 in aggregate applies to their student-athletes.

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# Student-Athlete NIL Deals

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## What is NIL Go, and how does it work?

NIL Go is an online platform created by the College Sports Commission and Deloitte to determine whether third-party NIL deals are made with the purpose of using a student-athletes’ NIL for a valid business purpose and do not exceed a reasonable range of compensation.

NIL Go offers a simple way for student-athletes to report third-party NIL deals to determine compliance with the new rules, allowing student-athletes to move forward with their deals confidently while protecting their eligibility.

For more information on NIL Go, click [here](#).

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## What are the new requirements for reporting NIL deals?

Beginning June 7, 2025, NCAA Division I student-athletes must report third-party NIL deals with a total value of \$600 or more (including contracts or payments with the potential to meet or exceed \$600 via payment structures including but not limited to royalties, contingencies and bonuses) in aggregate.

Moving forward, student-athletes must report new NIL deals within 5 business days of execution of the NIL contract or otherwise agreement to the contract or payment terms.

NIL Go provides student-athletes the option to clear a third-party NIL deal prior to accepting the deal to confirm that acceptance will not affect their eligibility.

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### What type of NIL deals must be reported in NIL Go?

All NCAA Division I student-athletes must report third-party NIL deals with compensation that equals or exceeds \$600 (including contracts or payments with the potential to meet or exceed \$600 via payment structures such as royalties or bonuses). Compensation includes both direct payments and other benefits such as free car leases, gym memberships, etc.

If a student-athlete enters into multiple deals with the same entities and/or individuals (or those with common ownership), they are required to enter those deals if the aggregate value meets or exceeds \$600.

A third-party NIL deal is any deal with an external entity and/or individual, meaning not owned or controlled by the student-athlete's institution. Payment directly from the student-athlete's institution is not considered a third-party NIL deal and does not need to be reported in NIL Go.

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### If a school decides not to opt in to the settlement agreement, will their student-athletes' NIL deals have to go through this platform?

Yes, all Division I student-athletes, regardless of whether or not their school has opted in to revenue sharing, will have to report third-party NIL deals valued at \$600 or more in the aggregate into the NIL Go platform.

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### Will the system allow student-athletes to report deals under the \$600 threshold?

Yes, student-athletes can report third-party NIL deals valued under \$600, though mandatory reporting only applies to deals of \$600 or more in aggregate.

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### How will third-party NIL deals be reviewed?

Third-party NIL deals will be evaluated based on information provided by student-athletes to determine:

**Associated Status** – The relationship(s) between the Deal Sponsor and/or Deal Facilitator and a given institution

**Valid Business Purpose (VBP)** – Whether a deal is being made with the purpose of using a student-athlete's NIL for a valid business purpose related to the promotion or endorsement of goods or services provided to the general public for profit

**Range of Compensation (RoC)** – Whether the compensation paid to the student-athlete is commensurate with compensation paid to similarly situated individuals

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### **What is an associated entity?**



An associated entity is:

1. An entity that is or was known (or should have been known) to the athletics department staff of an institution, to exist, in significant part, for the purpose of (a) promoting or supporting a particular institution's intercollegiate athletics program or student-athletes; and/or (b) creating or identifying NIL opportunities solely for a particular Member Institution's student-athletes;
  2. An entity that has been directed or requested by an institution's athletics department staff to assist in the recruitment or retention of prospective or current student-athletes, or otherwise has assisted in the recruitment or retention of prospective or current student-athletes; or
  3. Any entity owned, controlled, or operated by, or otherwise affiliated with an associated entity or individual other than a publicly traded corporation.
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### **Can a publicly traded corporation be determined to be an associated entity?**



Yes. A publicly traded corporation may be determined to be an associated entity if it exist, in significant part, for the purpose of (a) promoting or supporting a particular institution's intercollegiate athletics program or student-athletes; and/or (b) creating or identifying NIL opportunities solely for a particular Member Institution's student-athletes.

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### **What is an associated individual?**



An associated individual is:

1. An individual who is or was a member, employee, director, officer, owner, or agent of an associated entity;
2. An individual who directly or indirectly (including contributions by an affiliated entity or family member) has contributed more than \$50,000 over their lifetime to a particular institution or to an associated entity; or

- An individual who has been directed or requested by an institution's athletics department staff to assist in the recruitment or retention of prospective or current student-athletes or otherwise has assisted in the recruitment or retention of prospective or current student-athletes.
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### **Are associated entities and individuals the same as boosters?**



No. However, a booster may be an associated entity or individual or vice versa.

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### **Can a student-athlete enter into an NIL contract or payment with an associated entity or individual?**



Yes. An associated entity or individual may enter into an agreement with or provide payment to a prospective or current student-athlete for a valid business purpose related to the promotion or endorsement of goods or services provided to the general public for profit with compensation at rates comparable to similarly situated individual with comparable NIL value who are not prospective or current student-athletes of the institution, as determined by NIL Go.

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### **It has been reported that NIL Go will determine "Fair Market Value" for each deal. Is that true?**



No, NIL Go does not calculate Fair Market Value for each third-party NIL deal. NIL Go's Range of Compensation determines whether the subject deal submitted by the student-athlete does not exceed a reasonable range of compensation based on multiple factors, including but not limited to, the deal's performance obligations, the student-athlete's athletic performance and social media reach, the local market and the market reach of his or her institution and program.

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### **What is the valid business purpose standard that will be used by NIL Go?**



When the student-athlete executes or agrees to the NIL contract or payment terms, it must include the promotion or endorsement of goods or services provided to the general public for profit.

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### **What is the range of compensation standard that will be used by NIL Go?**



Any payment from or license between an associated entity or individual and a student-athlete must be at rates and terms commensurate with compensation paid to similarly situated

individuals with comparable NIL value who are not current or prospective student-athletes at the institution the student-athlete is currently enrolled in or being recruited to attend.

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### **Can a student-athlete submit a proposed noninstitutional NIL agreement or offer from an associated entity or individual to NIL Go for review before agreeing to the terms of the agreement or offer?**

Yes. If the proposed agreement does not meet the review standards, it may be revised and resubmitted.

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### **What happens if an NIL deal is not cleared?**

If a deal is not cleared, student-athletes have three options. They can:

1. **Revise the deal and resubmit:** Student-athletes have the option to work with the Deal Sponsor and/or Deal Facilitator to renegotiate the deal and resubmit it to NIL Go.
2. **Cancel the deal:** Student-athletes have the option to cancel the deal and refund any money already received.
3. **Appeal to neutral arbitration:** Student-athletes can appeal through a neutral arbitration process to obtain a neutral review of the decision.

If the student-athlete continues with the deal as submitted, they may face enforcement consequences, which could include loss of eligibility.

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### **Can student-athletes appeal NIL deals that are not approved?**

Yes. Student-athletes can go through a neutral arbitration process to further review the facts and circumstances of the deal.

The decision of the neutral arbitration will be binding on the student-athlete and the College Sports Commission.

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### **Is there a cap on third-party NIL deals?**

There is no cap on student-athlete compensation from third-party NIL deals. However, third-party NIL deals valued at \$600 or more in the aggregate will be reviewed and analyzed to evaluate associated status, valid business purpose and range of compensation.

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## **Are international student-athletes required to report third-party NIL deals?**



All D1 student-athletes are required to report their third-party NIL deals in NIL Go. However, the legality of such deals may vary depending on factors including state and federal laws and immigration regulations. Student-athletes should reach out to their institution for guidance and consult with them before proceeding with any third-party NIL deals.

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## **Are third parties allowed to acquire a student-athlete's NIL rights without immediately activating or specifying how those rights will be used (i.e., can NIL rights be "warehoused" for future use?)**



No. An NIL agreement or payment with an associated entity or individual must include direct activation of the student-athlete's NIL rights. In other words, the acquisition of such rights without reasonable specificity of the NIL activation (e.g., description of the specific group licensing categories, the student-athlete's obligations related to the activation, timing and ultimate use of the student-athlete's NIL) may not satisfy the requirements for payments by associated entities or individuals.

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## **Are schools allowed to guarantee third-party NIL deals for student-athletes?**



No. Schools can no longer promise a student-athlete – either verbally or in writing – a third-party NIL contract or payment.

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## **What happens to third-party NIL deals that schools guaranteed to prospective or current student-athletes before these new rules went into effect?**



If an institution guaranteed a third-party NIL contract or payment to a student-athlete for the 2025-26 academic year prior to July 1, 2025, the guarantee is permissible and will count against the institution's benefits cap unless and until the student-athlete receives NIL payments from the third party up to the guaranteed amount.

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# Revenue Sharing

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## What is the revenue sharing model?

Schools across the country are now able to directly share revenue with student-athletes.

Schools can distribute each year up to 22% of the average revenue among schools in the ACC, Big Ten, Big 12, Pac-12 and SEC from media rights, ticket sales and sponsorships.

Student-athletes can receive this direct compensation in addition to their athletic scholarships, third-party NIL earnings, and other educational benefits.

For more information, click [here](#).

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## What is the revenue share cap? How is it calculated?

Each year, schools can share with student-athletes up to 22% of the average revenue among schools in the ACC, Big Ten, Big 12, Pac-12 and SEC from media rights, ticket sales and sponsorships – known as the revenue sharing cap.

The cap for the 2025-26 academic year is \$20.5 million per school.

With a few potential exceptions, the cap will increase 4% the following two years and will be re-evaluated every three years over the duration of the 10-year settlement period.

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## How will schools distribute revenue sharing funds to student-athletes?

Schools have the flexibility to allocate funds however they want, as long as they stay within the set limit.

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## What payments count towards the cap?

Direct revenue sharing and NIL deals from schools to student-athletes count towards the cap. Existing scholarships, housing and costs permitted by current NCAA rules do not count towards the cap. However, new scholarships in excess of the NCAA rules 2024-25 limits in each sport – up to \$2.5 million – will count towards the cap. Academic or graduation awards or incentives (i.e., Alston Awards) – up to \$2.5 million – will count towards the cap.

---

### **What happens if a school goes over the annual cap?**



In addition to penalties that may be assessed by the College Sports Commission, if a school provides more than the allowed benefits cap for a given year (July 1 – June 30), the extra amount will be deducted from the following year's benefits cap.

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### **Can schools enter into NIL deals directly with student-athletes?**



Yes. Those deals are reported by the school and subject to the revenue sharing cap.

Such deals are not subject to analyses regarding the range of compensation or valid business purpose.

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### **Do NIL deals between a student-athlete and their institution need to be reported to NIL Go?**



No. Institutional NIL deals are reported by the school and subject to the revenue sharing cap. These deals do not need to be reported in NIL Go.

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### **Do third-party NIL payments fall under the cap?**



### **Are student-athletes who receive payments from their schools considered employees?**



No. The revenue share does not create an employment relationship between the school and student-athletes.

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### **How are student-athletes paid by their schools?**



Each school is responsible for the disbursement of funds to student-athletes. The CAPS platform does not process payments, but rather it is the official revenue sharing compliance

and reporting tool of record for schools participating in the settlement.

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### **Who at each school is responsible for managing the CAPS platform?**



Each participating institution designates specific administrators who are responsible for managing their school's use of the platform. These individuals configure user permissions, oversee data entry, and ensure all information is accurate and compliant with settlement rules.

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### **What is the academic year for the annual revenue sharing cap?**



The academic year runs from July 1 through June 30 of each year.

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### **How is student-athlete privacy protected within the CAPS system?**



The CAPS platform is designed to comply with all relevant data privacy laws. Access within the system is strictly controlled by each institution.

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## **Back Damages**

### **What is the total amount being paid to student-athletes in past damages?**



The total amount being paid in past damages as part of the *House* settlement is approximately \$2.78 billion over ten years.

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### **Who is eligible to receive damages as part of the House settlement? How do current or former athletes determine if they are eligible?**



Individuals can learn more about damages for eligible current and former student-athletes at <https://www.collegeathletecompensation.com/>.

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### **When will damage payments be distributed?**



Past damage payments will be distributed annually to eligible current and former student-athletes over a ten-year period.

The *House* class counsel, through the settlement administrator, will distribute those damages to current and former athletes over the next 10 years. For more information on damages, visit <https://www.collegeathletecompensation.com/>.

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# Opting In to Revenue Sharing

### **What is the process for a school opting in or out of revenue sharing?**



For the 2025-26 school year, Division I schools outside of the ACC, Big Ten, Big 12, Pac-12 and SEC, had to formally “opt in” to revenue sharing by June 30, 2025.

Information regarding the 2026-2027 processes for opting-in/opting-out will be circulated by March 1, 2026.

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### **Can schools that didn't opt in to the new model this year choose to opt in next year?**



Yes. An institution may make a decision to opt in to revenue sharing any year during the ten-year term of the settlement.

Information regarding the 2026-2027 processes for opting-in/opting-out will be circulated by March 1, 2026.

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### **Can schools that opted into the new model this year choose to opt out in the future?**



Yes. Any institution not in the ACC, Big Ten, Big 12, Pac-12 and SEC may make the decision to opt out of the settlement any year during the ten-year term of the settlement.

Information regarding the 2026-2027 processes for opting-in/opting-out will be circulated by March 1, 2026.

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# Roster Limits

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### **What are roster limits?**



For schools participating in the settlement, NCAA scholarship limits have been removed and roster limits have been established for each sport.

Under this new model, participating institutions will have the option to 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.

Removing scholarship limits will give schools the flexibility to better support their student-athletes and their education and support the long-term success of broad-based sports programs. This change will provide more opportunities for student-athletes to receive scholarships, including those in non-revenue-generating sports.

For more details, click [here](#).

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### **Will this change reduce the number of available scholarships?**



No. The number of scholarships that may be provided will increase significantly across all sports, with each school deciding how many scholarships athletes will receive.

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### **What does “designated” student-athletes mean in relation to roster limits?**



Designated student-athletes are those student-athletes who were either 1) on the school's athletic rosters as of April 7, 2025 for the 2024-25 academic year or 2) an incoming Division 1 athlete that was recruited or promised by a school a roster spot before April 7, 2025 for the academic year 2025-26.

In order to transition to the new roster limits, schools will “designate” student-athletes who were either removed or would have been removed from the school's roster due to the implementation of roster limits. Those student-athletes will not count against the roster limits at any school for the remainder of their eligibility. A school's ability to exceed the roster limit with respect to designated student-athletes remains the discretion of the school.

Further guidance regarding the designation criteria will be provided to student-athletes and schools.

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### **Does a "designated" student-athlete count against a sport's roster limit?**



No. A designated student-athlete included on a sport's roster will not count toward the sport's roster limitation, as long as the student-athlete has athletics eligibility remaining.

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### **How can a student-athlete see if they've been deemed a "designated" student-athlete?**



Student-athletes can login [here](#) to find out if they've been deemed a "designated" student-athlete.

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### **What is the roster limit deadline for Fall sports?**



Fall sports must be at or below roster limits by their first day of competition, except for

“designated” student-athletes.

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### **What is the roster limit deadline for Winter sports?**



Winter sports must be at or below roster limits by their first day of competition or December 1, whichever comes first, except for "designated" student athletes.

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### **What is the roster limit deadline for Spring sports?**



Spring sports must be at or below roster limits by their first day of competition or December 1, whichever comes first, except for "designated" student athletes.

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### **What is the process for schools to submit rosters?**



All participating institutions must submit their rosters to the CAPS platform and formally certify that a team's roster complies with all applicable rules.

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### **Who is responsible for ensuring compliance with roster limits?**



The College Sports Commission is responsible for enforcing compliance with roster limit rules.

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### **How does CAPS verify student-athlete eligibility status?**



CAPS integrates directly with the NCAA Eligibility Center database to ensure every student-athlete is accounted for and that all roster limits and movements are accurately tracked.

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# **Arbitration Process**

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## How does a student-athlete start the arbitration process?

Student-athletes must complete the Form Demand for Arbitration and submit it to the College Sports Commission at [arbitration@collegesportscommission.org](mailto:arbitration@collegesportscommission.org).

Click [here](#) to download the Form Demand for Student Athletes.

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## What is the deadline to file for arbitration?

Student-athletes must initiate arbitration within 14 days of receiving notice of the decision. If they don't initiate arbitration within that time frame, the decision becomes final and binding.

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## How long does the arbitration process take?

All arbitrations are completed on an expedited basis within 45 calendar days from the start of the process, unless the arbitrator decides to extend the deadline.

The arbitrator will issue a written decision within 5 days after the hearing ends – or after final written materials are submitted if there is no hearing – unless good cause is shown to extend the deadline.

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## What happens to penalties while arbitration is pending?

During arbitration, enforcement of any discipline imposed in connection with the violation will be put on hold and student-athletes will remain eligible to practice and compete, unless the arbitrator decides otherwise.

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## Who conducts the arbitration?

Arbitrations are conducted by one neutral arbitrator selected randomly from a panel pre-approved by both the *House* class counsel and the defendants.

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## Are arbitration decisions final?

Yes. The arbitrator's decision is final and binding for both the student-athlete and the College Sports Commission.

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### **Do student-athletes have to pay fees in connection with an arbitration?**



Student-athletes are not charged any arbitration fees or expenses, regardless of whether they win or lose the arbitration. If a student-athlete chooses to be represented by legal counsel, the student-athlete is responsible for paying the attorneys' fees and costs, unless the student-athlete's college or university chooses to pay for such costs.

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### **Can schools pay for legal representation for student-athletes?**



Yes, schools may, but are not required to, pay for student-athletes' attorneys' fees and costs. If a school pays these fees, or otherwise contests the discipline of the student-athlete, the school will also be responsible for paying the arbitrator's fees and expenses for the arbitration.

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## **Contact Us**

Student-athletes and athletic department staff with questions not answered on our FAQ page should reach out to [info@collegesportscommission.org](mailto:info@collegesportscommission.org).

For assistance with NIL Go please reach out to [support@nilgo.com](mailto:support@nilgo.com).

For assistance with the CAPS platform please reach out to [support@collegeathletpaymentsystem.com](mailto:support@collegeathletpaymentsystem.com).

Media inquiries may be sent to [collegesportscommission@fgsglobal.com](mailto:collegesportscommission@fgsglobal.com).

On social media, the College Sports Commission communicates exclusively through its official X handle, [@theCSCommission](https://twitter.com/theCSCommission) and its official LinkedIn page, College Sports Commission. Any other social media accounts or activity are not affiliated with or endorsed by the organization.

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STATE OF NORTH CAROLINA  
COUNTY OF DURHAM

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION  
26CV000605-310

DUKE UNIVERSITY,

Plaintiff,

v.

DARIAN MENSAH.

Defendant.

**TEMPORARY RESTRAINING ORDER**

THIS MATTER is before the Court on Plaintiff Duke University's Verified Complaint and Application and Motion for Temporary Restraining Order and Preliminary Injunction (the "Verified Complaint") in the above captioned matter pursuant to Rule 65 of the North Carolina Rules of Civil Procedure. The Court, having considered the Verified Complaint and the arguments of counsel for Plaintiff and counsel for Defendant, along with the record proper in this matter, FINDS and CONCLUDES, as follows. Nothing in this temporary restraining order should be construed as determining any issue that may be presented at a preliminary injunction hearing. The findings of fact and conclusions of law herein are not binding on the court at the preliminary injunction hearing.

1. Plaintiff Duke University is an institution of higher education, organized as a North Carolina nonprofit corporation, with its principal place of business in Durham, Durham County, North Carolina.

2. Defendant Darian Mensah is a resident of Durham, Durham County, North Carolina

3. Mensah is enrolled as a student at Duke University and is a member of its football team.

4. Duke University offered, and Mensah accepted, a License Agreement for his Name Image and Likeness (“NIL”) (the “Contract”). The Contract is a valid and binding agreement under North Carolina law between Mensah and Duke University.

5. Under the Contract, Mensah granted Duke an exclusive license in the fields of (a) institutions of higher education and (b) the sport of football to Mensah’s name, image, and likeness and Duke agreed to make periodic payments to Mensah.

6. In addition, and as part of the consideration for Duke University’s obligations, Mensah promised that he will not enroll in another collegiate institution or compete in athletics for another collegiate institution for the term of the contract; that he, his representatives, and his family members will not initiate contact with admission or athletics staffs at other institutions; that he and his representatives will not disclose any information about the Contract to any third party; that he will notify Duke promptly (and in any event within 48 hours) of any contact with officials or representatives of collegiate institutions other than Duke and any communication related to competition in the sport of football at an institution or entity other than Duke whether such contact or communication is with the Student-Athlete, their Representatives, or other family members; and that he shall not license his name, image, or likeness to other institutions of higher education and in the sport of football.

7. The term of the Contract is through December 31, 2026.

8. Mensah agreed that any breach of the Contract would cause Duke irreparable harm for which there is no adequate remedy at law and, in the event of any such breach, Duke would be entitled to injunctive or other equitable relief.

9. On Friday, January 16, 2026, Mensah requested entry into the transfer portal for the purpose of enrolling at another collegiate institution and playing football for such institution.

10. Mensah gave notice of this intent to Duke University at approximately 4:00 pm on Friday, January 16, 2026. The Court takes judicial notice that Monday, January 19, 2026, was a state and federal holiday.

11. Duke University alleges that Mensah's entering the portal for the purposes of enrolling in another collegiate institution in order to play football breaches the terms of the Contract, constitutes a repudiation by Mensah of the Contract, and would allow further breaches of the Contract to occur.

12. All disputes under the Contract are subject to mandatory arbitration.

13. Duke University submitted a demand for arbitration on January 19, 2026, with JAMS concerning Mensah's breaches as provided for in the Contract. That demand seeks indemnification, monetary damages, and the issuance of injunctive relief by the arbitrator preventing Mensah from enrolling in another collegiate institution for the purpose of competing in football, or licensing his NIL to another collegiate institution in football, for the remaining term of the Contract.

14. As set forth in the Verified Complaint, Duke University shows that no such relief can be issued if, prior to or during the pendency of arbitration, Mensah

transfers to, enrolls in, and plays football for another collegiate institution, and enters into an NIL agreement with such institution.

15. Duke University further shows that this matter is urgent and that Duke University believes that Mensah will take further steps to enroll in another collegiate institution for the purpose of playing football and thus commit additional breaches of the Contract. Duke University alleges that such actions could occur within the next two business days.

16. On January 19, 2026, Duke University filed its Verified Complaint. The Verified Complaint was accepted by the Clerk for filing on January 20, 2026. Thus, this Court finds that Duke University has acted diligently and in a timely manner to seek relief, demand arbitration, and protect its rights.

17. The purpose of a temporary restraining order (“TRO”) is to preserve the status quo between the parties until such time as a motion for preliminary injunction can be properly heard. *See Lambe v. Smith*, 11 N.C. App. 580, 582 (1971) (stating that a TRO is utilized “to preserve the status quo until the motion for preliminary injunction can ... be brought for hearing and decision.”).

18. Under the Revised Uniform Arbitration Act, N.C. Gen. Stat. § 1-569.1 *et seq.*, the Court is authorized “for good cause shown” to “enter an order for provisional remedies to protect the effectiveness of the arbitration proceeding” before an arbitrator is appointed and able to act. N.C. Gen. Stat. § 1-569.8 (a). In addition, a party to an arbitration proceeding “may move the court for a provisional remedy if

the matter is urgent and the arbitrator is not able to act in a timely manner or the arbitrator cannot provide an adequate remedy.” N.C. Gen. Stat. § 1-569.8(b)(2).

19. Counsel for Duke University has filed a Certificate of Notice setting forth counsel’s efforts to provide Defendant Mensah and his representatives with notice of Duke University’s action and Duke University’s intent to immediately seek a temporary restraining order, and the Court finds that the efforts stated in the Certificate of Notice were reasonable under the circumstances to provide Defendant Mensah with notice of Duke University’s motion and the hearing thereon. These notice procedures were effective, as counsel for Defendant Mensah entered a limited appearance in this matter.

20. It appears to the Court from the Verified Complaint, and this Court finds for purposes of this Order, that (1) Duke University is a party to arbitration; (2) no arbitrator has been appointed to this matter as of the date of this Order; (3) Duke University has shown good cause that provisional remedies such as a temporary restraining order are necessary to protect the effectiveness of the arbitration; (4) Duke University has shown that a temporary restraining order is necessary for the protection of Duke University’s rights in arbitration; and (5) Duke University has shown good cause to believe that this matter is urgent and an arbitrator will be unable to act in a timely fashion or to provide an adequate remedy under these circumstances.

21. Based upon these findings, the Court further finds that Duke has good cause related to its demand for arbitration as to the Mensah contract and that a

temporary restraining order is therefore needed and authorized under N.C. Gen. Stat. § 1-569.8 to protect the effectiveness of the arbitration, to allow further proceedings regarding the appropriateness of a preliminary injunction, and to prevent irreparable harm to Duke University until the arbitration can be completed and a final order issued by the arbitrator.

22. The Court therefore concludes that a temporary restraining order should issue and that, accordingly, Plaintiffs' Motion for Temporary Restraining Order should be granted to maintain the status quo during this action in accordance with North Carolina Rule of Civil Procedure 65 and N.C. Gen. Stat. § 1-569.8.

23. The purpose of this temporary restraining order is to preserve the *status quo* for purposes of full briefing of a preliminary injunction motion.

**WHEREFORE**, based upon the FOREGOING FINDINGS and CONCLUSIONS, IT IS HEREBY ORDERED that:

1. Duke University's Motion for Temporary Restraining Order is GRANTED as provided herein.

2. For the duration of this Order, Defendant Mensah and his agents, employees, attorneys, and all persons acting in concert or participation with him, with his knowledge, or under his actual or apparent authority are enjoined from: (1) enrolling at another collegiate institution; (2) playing football at another collegiate institution; (3) licensing his NIL to another collegiate institution; (4) taking any other action that would interfere with, diminish, or impair Duke University's exclusive rights under the Contract; and (5) otherwise committing any further breaches of the

terms and conditions of the Contract. Nothing in this temporary restraining order shall be construed as to prevent Mensah from entering into the transfer portal.

3. Pursuant to the provisions of Rule 65(c), and as a condition of this Order, Plaintiffs shall post security in the amount of \$1,000.00 in the form of cash, check, surety bond, or other undertaking satisfactory to the Durham County Clerk of Superior Court within three days of entry of this Order.

4. The terms and conditions of this Order shall be in force and effect immediately and, unless modified by further order of the Court or with the consent of the parties, the TRO will continue in effect until such time as the Court issues an order on Plaintiffs' Motion for Preliminary Injunction.

5. This Order shall be binding upon the parties to this action, their officers, agents, servants, employees, and attorneys, and upon those persons in active concert or participation with them who receive actual notice in any manner of this Order or by personal service or other service authorized under N.C. Gen. Stat. § 1A-1, Rule 4 and the provisions of North Carolina law.

6. This temporary restraining order will remain in effect through a preliminary injunction hearing, which shall be heard on February 2, 2026, at 2:30 p.m. The expiration period may be extended under the terms of Rule 65 of the North Carolina Rules of Civil Procedure.

7. The Court orally entered this order in open court at approximately 12:05 p.m. on January 20, 2026; this temporary restraining order is effective as of 12:08 p.m. on January 20, 2026.

IT IS SO ORDERED.

1/21/2026 11:55:22 AM

A handwritten signature in black ink, appearing to read "M. O. Foghuda", written over a horizontal line.

The Honorable Michael O Foghuda  
Senior Resident Superior Court Judge

## CASE SUMMARY

### **Tampering violations occurred in Virginia Tech cross country**

#### *Additional Level III tampering violation processed in football*

According to an agreement released by the Division I Committee on Infractions, tampering violations occurred in the Virginia Tech cross country program in 2024 when Ben Thomas, the director of track and field and cross country, coordinated with Timothy Sykes — former head cross country coach and assistant track and field distance coach at another Division I program — regarding possible transfers from Sykes' program before any of the student-athletes had entered the Transfer Portal. Sykes was subsequently hired as an assistant coach by Virginia Tech.

The enforcement staff, school, Thomas and Sykes agreed that Sykes had conversations with several of his then-current student-athletes about their interest in possibly transferring for competitive reasons. Those conversations took place before those student-athletes had been entered into the Transfer Portal. Sykes offered to help four of those student-athletes with transferring and said he would send transcripts to other schools for academic evaluations. He then provided the transcripts for the four student-athletes to Thomas, who sent three of them to Virginia Tech admissions staff for evaluation. Sykes did not send the transcripts to any other program.

Thomas then contacted Sykes to inform him that at least one student-athlete would be admissible and could receive a scholarship. That student-athlete subsequently transferred to Virginia Tech. Three months later, Virginia Tech officially hired Sykes as an assistant coach for distance and cross country.

Because the student-athlete had not been entered into the Transfer Portal at the time Thomas had her transcript evaluated and communicated with her through Sykes, a tampering violation occurred. She became ineligible when she subsequently transferred to Virginia Tech and competed in one contest prior to being reinstated.

Due to his personal involvement in the violations and as a result of a 2023 change to NCAA rules for head coach responsibility, Thomas is responsible for the violations in this case.

An additional Level III tampering violation occurred in the Virginia Tech football program in 2022, when a booster contacted a student-athlete who was enrolled at another school to discuss his possible transfer to Virginia Tech before the student-athlete had been entered into the Transfer Portal. The student-athlete ultimately transferred but not to Virginia Tech.

The violations were classified as Level II-Standard for Virginia Tech, Thomas and Sykes.

The following penalties apply:

- One year of probation.
- A fine of \$30,000, plus 1% of the cross country program budget.
- A suspension for Thomas from all athletically related duties for approximately 10% of the track and field regular season (already served by Thomas in Spring 2025).
- A suspension for Sykes from all athletically related duties for approximately 10% of the track and field regular season (already served by Sykes in Spring 2025).
- A three-week prohibition on all cross country program recruiting communications and off-campus recruiting during the 2025-26 academic year.
- A vacation of records in which the student-athlete competed while ineligible.
- A one-week prohibition from all football recruiting communications (served by the football program in 2025).
- Disassociation from the booster involved in the football tampering violation, including prohibiting attendance at two 2025 football home games and prohibiting donations to the Hokie Club for one year.

Members of the Committee on Infractions are drawn from the NCAA membership and public. The panel members who reviewed this case are:

- Kay Norton, president emerita of Northern Colorado, chair of the committee and chief hearing officer for the panel.
- Roderick Perry, former director of athletics at IUPUI.
- Steve Waterfield, director of athletics at Oakland.

## NEGOTIATED RESOLUTION<sup>1</sup>

Virginia Polytechnic Institute and State University – Case No. 020376

February 13, 2026

### I. CASE SYNOPSIS

#### Cross Country Violations.

Virginia Polytechnic Institute and State University (Virginia Tech); Timothy Sykes (Sykes), then University of Akron (Akron) head cross country and assistant track and field distance coach and current Virginia Tech assistant coach for distance/cross country;<sup>2</sup> Ben Thomas (Thomas), director of track and field; and the NCAA enforcement staff agree with the violations and penalties detailed below.<sup>3</sup>

On July 2, 2024, a source contacted the enforcement staff regarding potential impermissible contact violations involving student-athletes in the Akron track and field program. Specifically, emails from Sykes to Thomas contained academic transcripts of Akron track and field student-athletes for the purpose of assessing their admissibility at Virginia Tech. On July 10, 2024, Virginia Tech officials contacted the enforcement staff because they were also notified of the possible violations. The institution shared that Thomas was promoted to director of track and field and cross country at Virginia Tech July 1, 2024, and was interested in hiring Sykes as an assistant coach.<sup>4</sup> At that time, the institution and enforcement staff agreed that the institution would conduct preliminary interviews of Sykes and Thomas and report back to the staff.

Through the preliminary interviews, the institution learned that near the end of the spring 2024 outdoor track season, Sykes had conversations with several Akron student-athletes about their plans for the next academic year. At that time, several student-athletes reported that they were considering transferring from Akron to other institutions for competitive reasons. Around late May 2024, Sykes offered to help four student-athletes if they decided to transfer from Akron to another school. Additionally, Sykes offered to send transcripts to other institutions for academic evaluation of admissibility. Sykes then forwarded the transcripts of three student-athletes to Thomas, who provided them to Virginia Tech admissions staff to determine admissibility at Virginia Tech.

In September 2024, Virginia Tech administrators, outside counsel and the enforcement staff discussed the institution's internal investigation and next steps. The collaborative investigation

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<sup>1</sup> In reviewing this agreement, the hearing panel made editorial revisions pursuant to NCAA Division I Committee on Infractions (COI) Internal Operating Procedure (IOP) 4-7-1-2. These modifications did not affect the substance of the agreement.

<sup>2</sup> Sykes began employment at Virginia Tech on August 14, 2024.

<sup>3</sup> Due to the current landscape of collegiate athletics and in an effort to serve the best interests of the Association, the parties deviated from NCAA Bylaws 19.1 (Violation Structure), 19.12 (Penalties) and/or Figure 19-1 (Penalty Matrix). This discretion was based on the specific facts of this case and has no precedential value.

<sup>4</sup> Sykes served as head cross country coach and assistant track and field coach at Akron for the 2022-23 and 2023-24 academic years

that followed resulted in interviews of four former Akron student-athletes who met with Sykes to discuss a possible transfer.

The interviews revealed that Sykes' discussions of transferring began in April 2024 prior to the conclusion of the track season. Despite offering to send transcripts to various institutions, Sykes only forwarded the student-athletes' transcripts to Virginia Tech to determine admissibility.<sup>5</sup> In May 2024, Thomas communicated to Sykes that at least one student-athlete would be admissible and could receive athletics aid. Sykes shared that information with the student-athlete, who subsequently transferred to the institution.

### Football Violation.

On November 30, 2022, the enforcement development staff received information regarding an impermissible contact of a football student-athlete (Student-Athlete 1) at another institution. Specifically, Student-Athlete 1 shared with his coaching staff screenshots of text messages he received from a representative of the institution's athletics interests. The text messages promoted opportunities with Virginia Tech. Student-Athlete 1 informed the representative of the institution's athletics interests that he was already enrolled at another institution. The representative of the institution's athletics interests sent an additional text message confirming he knew of Student-Athlete 1's status and wanted to discuss opportunities at Virginia Tech if Student-Athlete 1 was interested in transferring. Student-Athlete 1 was not in the transfer portal. Student-Athlete 1 did not transfer to Virginia Tech but subsequently transferred to another institution.

## **II. PARTIES' AGREEMENTS**

### **A. Agreed-upon findings of fact, violations of NCAA legislation and violation levels.**

1. [NCAA Division I Manual Bylaws 12.11.1, 13.1.1.3 and 13.1.2.1 (2023-24)] (Level II)

From May through June 2024, Thomas allowed and encouraged Sykes to communicate with one cross country student-athlete about her admissibility to, and eligibility to receive athletics aid from, Virginia Tech, which resulted in impermissible contact on behalf of Virginia Tech. Additionally, Sykes and Thomas exchanged transcripts for two other cross country student-athletes and discussed the possibility of them being eligible to transfer to Virginia Tech, which also resulted in a violation of NCAA recruiting legislation. Specifically, after conversations with the student-athletes regarding possibly transferring from Akron,

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<sup>5</sup> Sykes initially sent three transcripts to Thomas. Two weeks later, Sykes sent Thomas a transcript for the fourth student-athlete but commented that the student-athlete probably needed another semester at Akron. Thomas never forwarded the transcript to compliance or admissions and only sought an admissions/eligibility read for the first three student-athletes.

Sykes provided the student-athletes' transcripts to Thomas so Virginia Tech could conduct an academic evaluation. Further, Thomas communicated to Sykes that at least one student-athlete would be admissible and could receive athletics aid, and Sykes subsequently communicated that information to the student-athlete. At no time during these communications had Virginia Tech received authorization to do so through the notification of transfer process. As a result, one student-athlete participated in one competition while ineligible.

2. [NCAA Division I Manual Bylaw 11.1.1.1 (2023-24)] (Level II)

From May through June 2024, Thomas is responsible for the violations detailed in Agreed-Upon Findings of Fact No 1.

3. [NCAA Division I Manual Bylaws 13.1.1.3 and 13.1.2.1 (2022-23)] (Level III)

Between November 25 and 28, 2022, a representative of the institution's athletics interests sent three impermissible text messages to football Student-Athlete 1 who was not in the transfer portal.

**B. Agreed-upon aggravating and mitigating factors.**

Pursuant to NCAA Bylaw 19.10.3-(e), the parties agree that the aggravating and mitigating factors identified below are applicable.

The parties agree that this case should be properly resolved as Level II – Standard.<sup>6</sup>

**1. Institution:**

a. Aggravating factors. [NCAA Bylaw 19.12.3.1]

- (1) Multiple Level I and/or Level II violations for which the institution is responsible.
- (2) Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct.
- (3) One or more violations caused ineligible competition.

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<sup>6</sup> As noted above, due to the current landscape of collegiate athletics and in an effort to serve the best interests of the Association, the parties deviated from Bylaws 19.1 (Violation Structure), 19.12 (Penalties) and/or Figure 19-1 (Penalty Matrix). This discretion was based on the specific facts of this case and has no precedential value.

(4) Involvement by a representative of the institution's athletics interests in violations.

b. Mitigating factors. [NCAA Bylaw 19.12.4.1]

(1) Affirmative steps to expedite final resolution of the matter, including timely submission of a negotiated resolution pursuant to Bylaw 19.10.

(2) An established history of self-reporting Level III or secondary violations (i.e., at minimum five violations per year for the previous five years).<sup>7</sup>

(3) The absence of prior conclusions of Level I, II or major violations within the past 10 years.

(4) Securing the meaningful cooperation of an individual who does not have an affirmative obligation to cooperate under Bylaw 19.2.1.

**2. Involved Individual (Sykes):**

a. Aggravating factors. [NCAA Bylaw 19.12.3.2]

(1) One or more violations caused ineligible competition.

(2) Conduct or circumstances demonstrating an abuse of a position of trust.

(3) Intentional, willful or blatant disregard for NCAA bylaws.

b. Mitigating factors. [NCAA Bylaw 19.12.4.2]

(1) Affirmative steps to expediate final resolution of the matter, including timely submission of a negotiated resolution pursuant to Bylaw 19.10.

(2) The absence of prior conclusions of Level I, Level II or major violations.

**3. Involved Individual (Thomas):**

a. Aggravating factors. [NCAA Bylaw 19.12.3.2]

(1) Multiple Level I and/or Level II violations.

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<sup>7</sup> The institution reported 62 Level III violations from 2019 to 2024, approximately 12 violations each year.

(2) Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct.

(3) One or more violations caused ineligible competition.

(4) Involvement by a representative of the institution's athletics interests in violations.

b. Mitigating factors. [NCAA Bylaw 19.12.4.2]

(1) Affirmative steps to expedite final resolution of the matter, including timely submission of a negotiated resolution pursuant to Bylaw 19.10.

(2) The absence of prior conclusions of Level I, Level II or major violations.

**III. OTHER VIOLATIONS OF NCAA LEGISLATION SUBSTANTIATED; NOT ALLEGED**

None.

**IV. REVIEW OF OTHER ISSUES**

The enforcement staff considered whether a failure to monitor allegation related to the violations in Agreed-Upon Findings of Fact No. 1 was appropriate and ultimately determined that it was not. Interviews and emails demonstrated the institution's compliance staff properly advised Thomas that he could not have contact with the Akron student-athletes until they entered the transfer portal. Specifically, on May 28, 2024, Thomas emailed the institution's compliance office to inquire about the academic admissibility of the three student-athletes. In an email that same day, the institution's associate director of compliance responded that he would not provide an academic evaluation on transferable credits until the student-athletes entered the portal. This email was a follow-up to a phone call where Thomas assured compliance he had not had contact with the student-athletes. Compliance only provided a general overview of how many classes the prospective student athletes would need to pass for NCAA eligibility.

## V. PARTIES' AGREED-UPON PENALTIES<sup>8</sup>

All penalties agreed upon in this case are independent and supplemental to any action that has been or may be taken by the NCAA Division I Committee on Academics through its assessment of postseason ineligibility, historical penalties or other penalties.

Pursuant to Bylaw 19.10.3-(e), the parties agree to the following penalties:

### **Core Penalties for Level II – Standard Violations (Bylaw 19.12.7)**

1. One year of probation from **February 13, 2026, through February 12, 2027.**
2. Financial penalty: The institution shall pay \$30,000 plus 1% of the cross-country budget to the NCAA.
3. Suspension: Bylaw 19.12.7.5 and Figure 19-1 penalty guidelines contemplate suspensions. Therefore, the institution suspended Thomas from all athletic related duties for the April 27, 2025, Virginia High Performance meet. This suspension is approximately 10% of the regular season. The provisions of the suspension required Thomas not to travel with the team and not be present in the facility where the contest was played. The prohibition included all coaching activities for the period that began at 12:01 a.m. on the day of the contest and ended at 11:59 p.m. on the date of the contest. During that period Thomas was not permitted to participate in any coaching activities, including, but not limited to team travel, practice, video study, recruiting and team meetings. The institution did not utilize Bylaw 11.02.2.1 to replace Thomas on a temporary basis during the period of suspension. The result of the contest from which Thomas was suspended shall not count toward his career coaching record.
4. Suspension: Bylaw 19.12.7.5 and Figure 19-1 penalty guidelines contemplate suspensions. Therefore, the institution suspended Sykes from all athletic related duties for the May 6, 2025, Liberty Twilight meet. This suspension is approximately 10% of the regular season. The provisions of the suspension required Sykes not to travel with the team and not be present in the facility where the contest was played. The prohibition included all coaching activities for the period of time that began at 12:01 a.m. on the day of the contest and ended at 11:59 p.m. on the date of the contest. During that period Sykes was not permitted to participate in any coaching activities, including, but not limited to team travel, practice, video study, recruiting and team meetings. The institution did not utilize Bylaw 11.02.2.1 to replace Sykes on a temporary basis during the period of suspension. The result of

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<sup>8</sup> All penalties must be completed during the time periods identified in this decision. If completion of a penalty is impossible during the prescribed period, the institution shall make the NCAA Division I Committee on Infractions aware of the impossibility and must complete the penalty at the next available opportunity.

the contest from which Sykes was suspended shall not count toward his career coaching record.

5. Recruiting restrictions in the cross-country program: The institution shall prohibit the cross-country program from all recruiting communications and off-campus recruiting for three weeks during the 2025-26 academic year. The prohibition shall not take place during a dead period.

#### **Additional Penalties for Level II – Standard Violations (Bylaw 19.12.9)**

6. Public reprimand and censure through the release of the negotiated resolution agreement.
7. Vacation of team and individual records: Ineligible participation in the cross-country program during a September 24, 2024, meet occurred as a result of violations in this case. Therefore, pursuant to Bylaws 19.12.9-(g) and 31.2.2.3 and NCAA Division I Committee on Infractions Internal Operating Procedure 5-15-9, the institution shall vacate all regular season and conference tournament wins, records and participation in which the ineligible student-athlete competed from the time they became ineligible through the time they were reinstated as eligible for competition. Further, if the ineligible student-athlete participated in NCAA postseason competition at any time they were ineligible, the institution's participation in the postseason contests in which the ineligible competition occurred shall be vacated. The individual records of the ineligible student-athlete shall also be vacated. However, the individual finishes and any awards for all eligible student-athletes shall be retained. Further, the institution's records regarding the affected sport programs, as well as the records of the head coach, shall reflect the vacated records and be recorded in all publications in which such records are reported, including, but not limited to, institutional media guides, recruiting material, electronic and digital media plus institutional, conference and NCAA archives. Any institution that may subsequently hire the affected head coach shall similarly reflect the vacated wins in his career records documented in media guides and other publications cited above. Head coaches with vacated wins on their records may not count the vacated wins toward specific honors or victory "milestones" such as 100th, 200th or 500th career victories. Any public reference to the vacated records shall be removed from the athletics department stationery, banners displayed in public areas and any other forum in which they may appear. Any trophies awarded by the NCAA in the affected sport programs shall be returned to the Association.

Finally, to aid in accurately reflecting all institutional and student-athlete vacations, statistics and records in official NCAA publications and archives, the sports information director (or other designee as assigned by the director of athletics) must contact the NCAA media coordination and statistics office and appropriate

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*Virginia Polytechnic Institute and State University - Case No. 020376*

February 13, 2026

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conference officials to identify the specific student-athlete and contest impacted by the penalties. In addition, the institution must provide the media coordination and statistics office with a written report detailing those discussions. This written report will be maintained in the permanent files of the media coordination and statistics office. The written report must be delivered to the office no later than 14 days following the release of this decision or, if the institution appeals the vacation penalty, at the conclusion of the appeals process. A copy of the written report shall also be delivered to the Office of the Committees on Infractions (OCOI) at the same time.

8. During this period of probation, the institution shall:
  - a. Continue to develop and implement a comprehensive educational program on NCAA legislation to instruct coaches, the faculty athletics representative, all athletics department personnel and all institutional staff members with responsibility for recruiting legislation.
  - b. Submit a preliminary report to the OCOI by **April 1, 2026**, setting forth a schedule for establishing this compliance and educational program.
  - c. File with the OCOI annual compliance reports indicating the progress made with this program by **December 15<sup>th</sup>** during each year of probation. Particular emphasis shall be placed on rules education and monitoring related to recruiting.
  - d. Inform prospects in the cross-country program in writing that the institution is on probation for one year and detail the violations committed. If a prospect takes an official paid visit, the information regarding violations, penalties and terms of probation must be provided in advance of the visit. Otherwise, the information must be provided before a prospect signs the institution's written offer of admission and/ or financial aid.
  - e. Publicize specific and understandable information concerning the nature of the infractions by providing, at a minimum, a statement to include the types of violations and the affected sport programs and a direct, conspicuous link to the public infractions decision located on the athletics department's main website "landing page" and in the media guides for the cross-country. Permissible website posting locations include the main navigation menu or a sidebar menu. The link may not be housed under a drop-down menu. Further, the link to the posting (i.e., the icon or the text) must be titled "NCAA Infractions Case." With regard to the content of the posting, the institution's statement must: (1) clearly describe the infractions; (2) include the length of the probationary period associated with the case; and (3) give members of the general public a clear

indication of what happened in the case to allow the public (particularly prospects and their families) to make informed, knowledgeable decisions. A statement that refers only to the probationary period with nothing more is not sufficient.

9. Following the receipt of the final compliance report and prior to the conclusion of probation, the institution's president shall provide a letter to the Committee on Infractions affirming that the institution's current athletics policies and practices conform to all requirements of NCAA regulations.

**Additional Penalties for Level III violations (Bylaw 19.12.10)**

10. Recruiting restrictions: The institution prohibited the football program from all recruiting communications for one week from November 9 through 15, 2025.
11. Disassociation: Virginia Tech disassociated the representative of the institution's athletics interests and the affiliated entity. The terms of the disassociation require the representative and affiliated entity to:
  - a. Forego making financial contributions to the Hokie Club for one year (period of probation).
  - b. Not attend two home football games during the 2025 season (completed).
  - c. Limit advertising to pre-printed program materials for two home football games in the 2025 season (completed). The affiliated entity was not permitted to display in-game advertising or videoboard/ribbon ads for those two games.
  - d. Accept letters of education concerning the violation.
  - e. Receive targeted NCAA compliance rules education.

**VI. OTHER AGREEMENTS**

The parties agree that this case will be processed through the NCAA negotiated resolution process as outlined in Bylaw 19.10, and a hearing panel comprised of members of the Committee on Infractions will review the negotiated resolution. The parties acknowledge that the negotiated resolution contains agreed-upon findings of fact of NCAA violations and agreed-upon aggravating and mitigating factors based on information available at this time. Nothing in this resolution precludes the enforcement staff from investigating additional information about potential rules violations. The parties agree that, pursuant to Bylaw 19.1.3, the violations identified in this agreement occurred and should be classified as Level II – Standard.

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If a hearing panel approves the negotiated resolution, the institution, Thomas and Sykes agree that they will take every precaution to ensure that the terms of the penalties are observed. The institution, Thomas and Sykes acknowledge that they have or will impose and follow the penalties contained within the negotiated resolution, and these penalties are in accordance with those prescribed in Bylaws 19.12.7, 19.12.8, 19.12.9 and 19.12.10. The OCOI will monitor the penalties during their effective periods. Any action by the institution, Thomas or Sykes contrary to the terms of any of the penalties or any additional violations may be considered grounds for prescribing more severe penalties or may result in additional allegations and violations.

The parties acknowledge that this negotiated resolution may be voidable by the Committee on Infractions if any of the parties were aware or become aware of information that materially alters the factual information on which this negotiated resolution is based.

The parties further acknowledge that the hearing panel, subsequent to its review of the negotiated resolution, may reject the negotiated resolution. Should the hearing panel reject the negotiated resolution, the parties understand that the hearing panel will issue instructions for processing of the case pursuant to hearing resolution (Bylaw 19.8) or limited resolution (Bylaw 19.9) and prior agreed-upon terms of the rejected negotiated resolution will not be binding.

Should a hearing panel approve the negotiated resolution, the parties agree that they waive NCAA hearing and appellate opportunities.

## **VII. DIVISION I COMMITTEE ON INFRACTIONS APPROVAL**

Pursuant to NCAA Bylaw 19.10.1, the panel approves the parties' negotiated resolution agreement.<sup>9</sup> The panel's review of this agreement is limited. Panels may only reject a negotiated resolution if the agreement is not in the best interests of the Association or if the agreed-upon penalties are manifestly unreasonable. *See* Bylaw 19.10.4. In this case, the panel determines the agreed-upon facts, violations, aggravating and mitigating factors, and classification are appropriate for this process. Further, the participating parties classified this case as Level II-Standard for all

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<sup>9</sup> The panel approved this agreement after a thorough discussion on several unique aspects of this case. Although they did not prevent the COI from approving the agreement, the resolution of these and similar issues may be important for future cases. As an initial matter, the parties appear to designate Sykes as a booster based on his employment at another institution and involvement in recruiting activity on behalf of Virginia Tech. The panel accepts that agreement but believes additional explanation regarding Sykes' apparent booster status would have been helpful for the panel and educational to the broader NCAA membership. The panel also observes that the penalties related to Thomas' conduct were lighter than expected. When evaluating the penalties in this case, the panel considered the timing of the case as well as the parties' exercise of discretion in deviating from the penalty guidelines. The panel is not indifferent to the membership's recent identification of tampering as a critical issue for Division I. The panel recognizes, however, that Virginia Tech proactively suspended both coaches involved in this case and likely agreed to the violations and penalties in this NR well before the recent emphasis on tampering. In light of these circumstances, and consistent with the highly deferential standard of review that governs the NR process, the panel approves the parties' agreement. In future cases, however, the COI will be mindful of the need to adequately address tampering violations by holding institutions and individuals accountable for their conduct consistent with the membership's penalty guidelines and other available penalties.

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February 13, 2026

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parties. The agreed-upon penalties generally align with the ranges identified for core penalties for Level II-Standard cases in Figure 19-1 and Bylaw 19.12.7 and the additional penalties available under Bylaw 19.12.9. Where penalties do not align with these ranges, the parties have identified their exercise of discretion in deviating from the Figure 19-1 penalty guidelines. Pursuant to Bylaw 19.10.6, this negotiated resolution has no precedential value.

The COI advises the institution, Thomas and Sykes that they should take every precaution to ensure that they observe the terms of the penalties. The COI will monitor the institution while it is on probation to ensure compliance with the penalties and terms of probation and may extend the probationary period, among other action, if the institution does not comply or commits additional violations. Likewise, any action by the institution, Thomas or Sykes contrary to the terms of any of the penalties or any additional violations shall be considered grounds for prescribing more severe penalties and/or may result in additional allegations and violations.

**NCAA COMMITTEE ON INFRACTIONS PANEL**

Kay Norton, chief hearing officer  
Roderick Perry  
Steve Waterfield

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APPENDIX

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**APPENDIX**

**VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY'S CORRECTIVE  
ACTIONS**

1. Virginia Tech has provided, and will continue to provide, specific rules education about the cross country scenario and the interplay of the transfer portal and transcript review to all sports personnel to ensure that similar infractions do not occur in the future.
2. Virginia Tech has provided, and will continue to provide, specific rules education about the football scenario and need to confirm contact information for student-athletes to all sports personnel and associated entities to ensure that similar infractions do not occur in the future.

IN THE SUPERIOR COURT OF ATHENS-CLARKE COUNTY  
STATE OF GEORGIA

  
Elisa Zarate, Clerk  
Athens-Clarke County, Georgia

UNIVERSITY OF GEORGIA ATHLETIC  
ASSOCIATION, INC.,

*Applicant,*

v.

DAMON WILSON,

*Respondent.*

Civil Action File No.

**APPLICATION TO COMPEL ARBITRATION**

Applicant University of Georgia Athletic Association, Inc. (“UGAA”) brings this Application to Compel Arbitration of a contractual dispute with Respondent Damon Wilson under O.C.G.A. § 9-9-6(a) and shows as follows:

**PARTIES, JURISDICTION, AND VENUE**

1. UGAA is a Georgia nonprofit corporation with its principal place of business in Athens-Clarke County, Georgia.
2. Wilson is believed to be an adult resident of Columbia, Missouri.
3. Venue for this Application is proper in this Court under O.C.G.A. § 9-9-4(b)(3) because UGAA does business in Athens-Clarke County.
4. This Court has subject matter jurisdiction over this Application under O.C.G.A. § 9-9-4(a)(1).
5. This Court has personal jurisdiction over Wilson under O.C.G.A. § 9-10-91(1) because he transacted business in Georgia.

## FACTUAL BACKGROUND

### a. The Contract at Issue and Termination of the Contract

6. On December 21, 2024, UGAA's predecessor-in-interest, Classic City Collective, Inc., and Wilson entered into a contract (the "Agreement") under which the Collective obtained a license to use Wilson's name, image, and likeness in exchange for payment of fees over the life of the Agreement. A true and accurate copy of the Agreement is attached to this Application as Exhibit A.

7. The Collective was allowed to terminate the Agreement if Wilson failed to remain enrolled at the University of Georgia, withdrew from the UGA sport team on which he competed, provided notification of transfer, or entered the NCAA transfer portal during its term. (Ex. A, Termination ¶ 4). If the Collective terminated the Agreement due to one of those three reasons, Wilson promised to pay the Collective liquidated damages "equal to all remaining Licensing Fees that would otherwise have been payable to [him] under the Agreement." (Ex. A, Liquidated Damages).

8. The Collective paid Wilson the first payment due under the Agreement in December 2024. Wilson accepted the payment.

9. On January 6, 2025, Wilson gave UGA written notice of his intent to transfer. Wilson withdrew from UGA on January 13, 2025, and left the football team the next day.

10. The Collective sent Wilson a notice of termination of the Agreement on January 14, 2025, and demanded that he pay the liquidated damages specified in the Agreement. A true and accurate copy of that notice is attached to this Application as Exhibit B.

11. Wilson did not respond to the termination notice or the Collective's demand for liquidated damages.

**b. The Collective Assigns its Rights to UGAA and UGAA Demands Arbitration**

12. After the Collective terminated the Agreement and demanded payment of liquidated damages by Wilson, it assigned its rights under the Agreement to UGAA, including its right to pursue liquidated damages. A true and accurate copy of the assignment, with Exhibits A and B thereto redacted to protect the confidentiality of irrelevant information, is attached to this Application as Exhibit C.

13. Following the assignment of the Agreement, UGAA served a demand for arbitration on Wilson under O.C.G.A. § 9-9-6(c) on August 25, 2025. A true and accurate copy of that demand is attached to this Application as Exhibit D.

14. Wilson never responded to UGAA's demand for arbitration and, to UGAA's knowledge, has not applied to any court for an order to stay arbitration.

15. The Agreement states under the heading "Arbitration" that it is "Subject to mandatory arbitration clause." No other language in the Agreement addresses dispute resolution. (Ex. A, Arbitration). Arbitration is thus the mandatory method of binding dispute resolution between the parties.

16. UGAA seeks the assistance of an arbitrator to resolve its dispute with Wilson over payment of the liquidated damages required by the Agreement.

17. UGAA has been aggrieved by Wilson's failure to arbitrate the dispute because it has demanded arbitration, and Wilson has refused to voluntarily arbitrate.

18. The Agreement does not provide a method for appointing an arbitrator. UGAA requests that the Court appoint Cameron J. Evans, Kyle-Beth Hilfer, Peter H. Koehler, Danielle S. Menitove, or Stephen Starks from the American Arbitration Association's [Sports Panel](#) as the sole arbitrator as permitted by O.C.G.A. § 9-9-7(b). True and accurate copies of resumes for these arbitrators are attached to this Application as Exhibit E.

**RELIEF REQUESTED**

For the reasons identified above, Applicant respectfully applies for an order:

- a. appointing an arbitrator under O.C.G.A. § 9-9-7(b);
- b. compelling Wilson to submit to arbitration as required under the Agreement;
- c. that the arbitration proceed as set forth in O.C.G.A. § 9-9-8, *et seq.*; and
- d. for such other relief as the Court deems appropriate.

Respectfully submitted, this 17th day of October 2025.

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(706) 850-6400 f  
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**JOHNSON MARLOWE LLP**

/s/ Spence Johnson  
Spence Johnson  
Georgia Bar No. 395469  
William O'Bryan  
Georgia Bar No. 584851

**ATTORNEYS FOR APPLICANT**

# **Exhibit A**

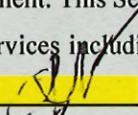
Name, Image, and Likeness Agreement



## TERM SHEET

This Term Sheet, preceding the full License and Option Agreement, sets forth the basic terms of the agreement between Damon Wilson II ("Licensor") and the Classic City Collective, Inc. ("CCC"). Although it is not a complete list of all contracted terms, the below terms will be used to create a legally binding document setting forth all necessary contractual provisions. Licensor should seek legal counsel before finalizing the full License and Option Agreement.

Athletic scholarship details and related benefits are outlined in the Institutional Financial Aid Agreement and not included in this Term Sheet.

**Confidentiality.** Each party to this Agreement shall treat as confidential, and not disclose to any non-party, any information provided to it by the other party that reasonably should be known to be confidential, including the terms of this Agreement, except to the extent required by applicable laws, court orders, and regulations. Without limiting any other legal remedies available to a party, breach of this Section may result in a suspension or termination of the Agreement. This Section shall not prohibit disclosure to professionals hired by Licensor to assist in applicable services including, but not limited to Licensor's agent, attorney, and financial advisor. **Licensor Initials:** 

<b>Term</b>	December 1, 2024 - January 31, 2026
<b>Fees</b>	
Monthly Licensing Fee	\$ 30,000 per month
Total Licensing Fees	\$ 420,000 total contract value (14 months)
Additional Payments	\$40,000 in February '25 and \$40,000 June '25
Total Contract Value	\$500,000
Option and Endorsement Activity Fees	Licensor grants CCC the option to market Licensor's NIL for endorsement, and CCC will present Licensor with available Endorsement Activity Agreements.  CCC may offset Licensing Fees by the fees directed at Licensor in an Endorsement Activity Agreement.
Other Benefits	<ul style="list-style-type: none"><li>Complementary financial services provided by Truist Wealth Sports and Entertainment advisor if requested by Licensor.</li></ul>
License	Licensor grants CCC an irrevocable, worldwide, royalty-free, fully paid up, transferable, and sublicensable license to



	reproduce, display, exhibit, publish, distribute, commercialize and otherwise use, and permit others to use, Licensor's NIL, alone or with other materials, in any and all manner and media now known or hereafter devised.
<b>Non-Exclusive Relationship</b>	The License is non-exclusive. Licensor shall disclose all current NIL agreements and any future NIL agreements for CCC's review and determination.
<b>Termination</b>	<p>CCC may immediately terminate the Agreement if CCC determines in its sole discretion that: (i) the Agreement violates any applicable law, the Settlement Agreement (once effective), NCAA rules and regulations, or SEC rules and regulations, or (ii) Licensor:</p> <ol style="list-style-type: none"> <li>1. materially breaches this Agreement;</li> <li>2. fails to enroll (and remain enrolled) at UGA for the first semester/session that Licensor is eligible to enroll or fails to enroll (and remain enrolled) in each subsequent semester/session through the rest of the Term;</li> <li>3. withdraws from the UGA sport team;</li> <li>4. provides written notification of transfer or enters the NCAA transfer portal;</li> <li>5. is charged with, arrested for, found guilty for, or pleads guilty to illegal or criminal conduct;</li> <li>6. engages in an act of moral turpitude or conduct that brings CCC, UGA, or UGAA into public disrepute;</li> <li>7. breaches the obligations relating CCC's review of Licensor's current and future NIL Agreements;</li> <li>8. violates NCAA, SEC, UGA, UGAA, or team rules, regulations or policies;</li> <li>9. misrepresents or conceals information on Licensor's admissions application;</li> <li>10. breaches any representations and warranties;</li> <li>11. misrepresents, conceals, and/or fails to disclose anything in his or her background that is detrimental to the value of the License, including, without limitation, criminal history and medical history;</li> <li>12. fails to present adequate medical qualifications (as determined in the sole discretion of UGA's sports medicine staff) for participation in intercollegiate athletics at UGA within 14 days of enrollment at UGA;</li> <li>13. dies;</li> </ol>



	<p>14. neglects academic obligations resulting in excessive unexcused class or tutor absences or repeatedly fails to complete required academic assignments;</p> <p>15. is ineligible under NCAA, SEC, or UGA requirements; or</p> <p>16. neglects team requirements or refuses to participate in required team activities.</p> <p>Licensor may terminate the Agreement if CCC materially breaches the Agreement and fails to cure such breach.</p>
<b>Liquidated Damages</b>	<p>If CCC terminates the Agreement pursuant to Section (2), (3), (4), or (7), Licensor shall pay CCC a lump sum payment, as liquidated damages and not a penalty, equal to all remaining Licensing Fees that would otherwise have been payable to Licensor under the Agreement. Licensor shall pay the above liquidated damages within 30 days of termination by CCC.</p> <p>If Licensor terminates the Agreement pursuant to material breach by CCC, CCC shall pay Licensor all remaining Licensing Fees.</p>
<b>Arbitration</b>	Subject to mandatory arbitration clause.
<b>Standard Provisions</b>	In the event the parties agree to this Term Sheet, then they shall work cooperatively to set forth these terms in a full legal contract including all the standard provisions of NIL licensing agreements.

CLASSIC CITY COLLECTIVE, INC

Licensor: **Damon Wilson II**

Sign: Matt Hibbs  
 Matt Hibbs  
 Co-Founder and CEO  
 Date: 12/14/24

Sign: [Signature]  
 Date: 12/21/24  
 Date of Birth: 1/24/05

PARENT / GUARDIAN

(only if Licensor is under 18 years of age)

Sign: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

# **Exhibit B**

Notice of Termination and Demand for Liquidated Damages



Damon Wilson II,

This letter serves as termination notice of the Term Sheet (“Agreement”) you, Damon Wilson II (“Licensor”), signed with Classic City Collective (CCC) on December 21, 2024 for the Term of December 1, 2024 – January 31, 2026 (attached for reference). You received the first monthly License Fee payment of \$30,000 under this new Agreement on December 25, 2024. Under the executed agreement, CCC is exercising its right to immediately terminate the Agreement due to the following:

Failing to remain enrolled at the University of Georgia (UGA): January 13, 2025

Withdrawing from UGA sport team: January 14, 2025

Providing written notice of transfer: January 6, 2025

Given these actions and under CCC’s discretion, the attached Agreement between Licensor and CCC was officially terminated on January 14, 2025.

Under the executed Agreement, CCC is exercising the Liquidated Damages clause, which requires Licensor to pay all remaining License Fees that would’ve otherwise been payable under the Agreement pursuant to CCC’s termination based on the breach listed above. The remaining value of unpaid License Fees is \$390,000. This amount is due within 30 days according to the attached invoice. Payment may be made by you, another individual, or entity on your behalf.

Thank you,

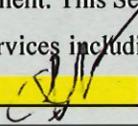
Classic City Collective



## TERM SHEET

This Term Sheet, preceding the full License and Option Agreement, sets forth the basic terms of the agreement between Damon Wilson II ("Licensor") and the Classic City Collective, Inc. ("CCC"). Although it is not a complete list of all contracted terms, the below terms will be used to create a legally binding document setting forth all necessary contractual provisions. Licensor should seek legal counsel before finalizing the full License and Option Agreement.

Athletic scholarship details and related benefits are outlined in the Institutional Financial Aid Agreement and not included in this Term Sheet.

**Confidentiality.** Each party to this Agreement shall treat as confidential, and not disclose to any non-party, any information provided to it by the other party that reasonably should be known to be confidential, including the terms of this Agreement, except to the extent required by applicable laws, court orders, and regulations. Without limiting any other legal remedies available to a party, breach of this Section may result in a suspension or termination of the Agreement. This Section shall not prohibit disclosure to professionals hired by Licensor to assist in applicable services including, but not limited to Licensor's agent, attorney, and financial advisor. **Licensor Initials:** 

<b>Term</b>	December 1, 2024 - January 31, 2026
<b>Fees</b>	
Monthly Licensing Fee	\$ 30,000 per month
Total Licensing Fees	\$ 420,000 total contract value (14 months)
Additional Payments	\$40,000 in February '25 and \$40,000 June '25
Total Contract Value	\$500,000
Option and Endorsement Activity Fees	Licensor grants CCC the option to market Licensor's NIL for endorsement, and CCC will present Licensor with available Endorsement Activity Agreements.  CCC may offset Licensing Fees by the fees directed at Licensor in an Endorsement Activity Agreement.
Other Benefits	<ul style="list-style-type: none"><li>Complementary financial services provided by Truist Wealth Sports and Entertainment advisor if requested by Licensor.</li></ul>
License	Licensor grants CCC an irrevocable, worldwide, royalty-free, fully paid up, transferable, and sublicensable license to



	reproduce, display, exhibit, publish, distribute, commercialize and otherwise use, and permit others to use, Licensor's NIL, alone or with other materials, in any and all manner and media now known or hereafter devised.
<b>Non-Exclusive Relationship</b>	The License is non-exclusive. Licensor shall disclose all current NIL agreements and any future NIL agreements for CCC's review and determination.
<b>Termination</b>	<p>CCC may immediately terminate the Agreement if CCC determines in its sole discretion that: (i) the Agreement violates any applicable law, the Settlement Agreement (once effective), NCAA rules and regulations, or SEC rules and regulations, or (ii) Licensor:</p> <ol style="list-style-type: none"><li>1. materially breaches this Agreement;</li><li>2. fails to enroll (and remain enrolled) at UGA for the first semester/session that Licensor is eligible to enroll or fails to enroll (and remain enrolled) in each subsequent semester/session through the rest of the Term;</li><li>3. withdraws from the UGA sport team;</li><li>4. provides written notification of transfer or enters the NCAA transfer portal;</li><li>5. is charged with, arrested for, found guilty for, or pleads guilty to illegal or criminal conduct;</li><li>6. engages in an act of moral turpitude or conduct that brings CCC, UGA, or UGAA into public disrepute;</li><li>7. breaches the obligations relating CCC's review of Licensor's current and future NIL Agreements;</li><li>8. violates NCAA, SEC, UGA, UGAA, or team rules, regulations or policies;</li><li>9. misrepresents or conceals information on Licensor's admissions application;</li><li>10. breaches any representations and warranties;</li><li>11. misrepresents, conceals, and/or fails to disclose anything in his or her background that is detrimental to the value of the License, including, without limitation, criminal history and medical history;</li><li>12. fails to present adequate medical qualifications (as determined in the sole discretion of UGA's sports medicine staff) for participation in intercollegiate athletics at UGA within 14 days of enrollment at UGA;</li><li>13. dies;</li></ol>



	<p>14. neglects academic obligations resulting in excessive unexcused class or tutor absences or repeatedly fails to complete required academic assignments;</p> <p>15. is ineligible under NCAA, SEC, or UGA requirements; or</p> <p>16. neglects team requirements or refuses to participate in required team activities.</p> <p>Licensors may terminate the Agreement if CCC materially breaches the Agreement and fails to cure such breach.</p>
<b>Liquidated Damages</b>	<p>If CCC terminates the Agreement pursuant to Section (2), (3), (4), or (7), Licensor shall pay CCC a lump sum payment, as liquidated damages and not a penalty, equal to all remaining Licensing Fees that would otherwise have been payable to Licensor under the Agreement. Licensor shall pay the above liquidated damages within 30 days of termination by CCC.</p> <p>If Licensor terminates the Agreement pursuant to material breach by CCC, CCC shall pay Licensor all remaining Licensing Fees.</p>
<b>Arbitration</b>	Subject to mandatory arbitration clause.
<b>Standard Provisions</b>	In the event the parties agree to this Term Sheet, then they shall work cooperatively to set forth these terms in a full legal contract including all the standard provisions of NIL licensing agreements.

CLASSIC CITY COLLECTIVE, INC

Sign: Matt Hibbs  
 Matt Hibbs  
 Co-Founder and CEO  
 Date: 12/14/24

Licensor: **Damon Wilson II**

Sign: [Signature]  
 Date: 12/21/24  
 Date of Birth: 1/24/05

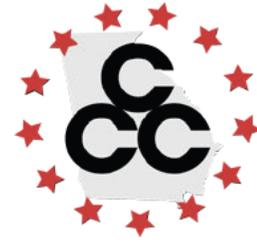
PARENT / GUARDIAN

(only if Licensor is under 18 years of age)

Sign: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

**CLASSIC CITY COLLECTIVE**

269 N. Hull Street #300  
Athens, GA, 30601



**Bill To :**  
**Damon Wilson II, or designee**

INVOICE # 00048

**DATE: 01/17/2025**

Description	AMOUNT
Liquidated Damages	\$390,000

**Payment due within 30 days**

**Account ACH / Wire Information:**

Classic City Collective

SouthState Bank

Beneficiary Account #: [REDACTED]

ABA/Routing #: [REDACTED]

Questions - Please Contact:

info@classiccitycollective.com  
[www.ClassicCityCollective.com](http://www.ClassicCityCollective.com)

# **Exhibit C**

Assignment of NIL Agreement to UGAA

## Assignment Agreement

This Assignment Agreement (the “Agreement”) is entered into as of July 1, 2025 (the “Effective Date”), between Classic City Collective, Inc. (“CCC”) and the University of Georgia Athletic Association, Inc. (“UGAA”). CCC and UGAA are individually referred to herein as a “Party” and collectively as the “Parties.”

WHEREAS, CCC has entered into name, image, and likeness (“NIL”) license agreements with the University of Georgia student-athletes identified in Exhibit A (the “Contracts”), which Contracts have not yet expired or otherwise been terminated; and

WHEREAS, CCC wishes to assign all its rights and delegate all its obligations under the Contracts to UGAA, and UGAA wishes to accept CCC’s rights and obligations under the Contracts.

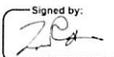
NOW THEREFORE, for good and valuable consideration, including but not limited to the obligations under the Contracts assumed by UGAA, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. CCC hereby (i) assigns to UGAA all its rights, title, and interests under the Contracts, and (ii) delegates to UGAA all its obligations, responsibilities, and duties under the Contracts. CCC additionally assigns to UGAA its surviving rights, title, and interests (including the right to pursue liquidated damages) under the terminated NIL agreements with the University of Georgia student-athletes identified in Exhibit B (the “Terminated Contracts”).
2. UGAA hereby (i) accepts the assignment of all CCC’s rights, title, and interests under the Contracts and Terminated Contracts, and (ii) assumes all of CCC’s obligations, responsibilities, and duties under the Contracts. As a result of UGAA’s assumption of CCC’s obligations, responsibilities, and duties under the Contracts, UGAA will be the sole party, as between them, liable for such obligations, responsibilities, and duties under the Contracts from the date of this Assignment going forward.
3. This Agreement is specific to the Contracts and Terminated Contracts only and does not include or otherwise affect any rights, title, interests, obligations, responsibilities, and duties under any other CCC contract or agreement or other CCC asset or liability.
4. Each Party hereby represents and warrants that it has the authority to execute and deliver this Assignment Agreement and to perform its obligations hereunder and that such actions have been authorized by all necessary corporate action.
5. This Agreement shall be governed by and construed in accordance with the laws of the state of Georgia.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first set forth above.

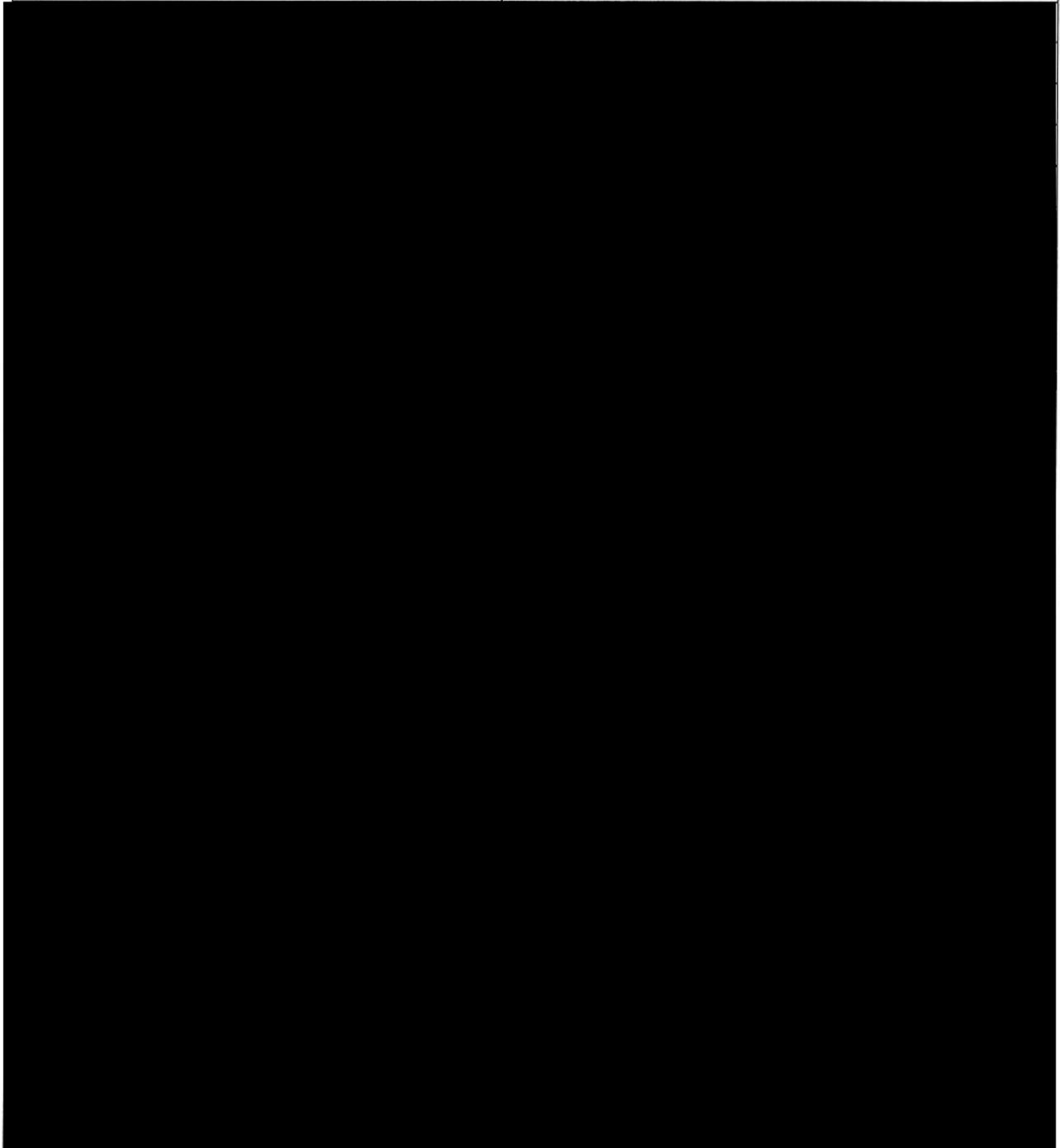
**Classic City Collective, LLC**

By:   
Name: Tanner Potts  
Title: Chief Executive Officer

**University of Georgia Athletic Association, Inc.**

By:   
Name: Josh Brooks  
Title: J. Reid Parker Director of Athletics

**EXHIBIT A**

<b>Last Name</b>	<b>First Name</b>
	

**EXHIBIT B**

<b>Last Name</b>	<b>First Name</b>
[REDACTED]	
Wilson	Damon
[REDACTED]	

# **Exhibit D**

UGAA's Demand for Arbitration

August 25, 2025

**Sent by Email and Overnight FedEx Delivery**

Mr. Damon Wilson II  
520 Orange Blossom Lane  
Nokomis, FL 34275  
damon\_wilson@ymail.com  
thill@outforjustice.us

**Re: Your License and Option Agreement (the “Agreement”) with Classic City Collective, Inc. (the “Collective”)**

**DEMAND FOR ARBITRATION UNDER O.C.G.A. § 9-9-6(C)**

Dear Mr. Wilson:

I represent the University of Georgia Athletic Association, Inc. (“UGAA”). The Collective has assigned the referenced Agreement to UGAA, meaning UGAA holds all rights under the Agreement formerly held by the Collective. Please see my prior letter to you on behalf of the Collective dated May 29, 2025, a copy of which is enclosed. As you failed to pay the liquidated damages owed under the Agreement in response to the Collective’s May 29 demand, UGAA demands under O.C.G.A. § 9-9-6(c) that all disputes between it and you under the Agreement be arbitrated. UGAA provides the following information under O.C.G.A. § 9-9-6(c) in connection with its demand:

1. UGAA seeks arbitration under the Agreement. You and the Collective selected binding arbitration as your method of resolving disputes in the arbitration clause in the Agreement.
2. This demand is served on behalf of UGAA. Its address is: 1 Selig Circle, Athens, Georgia 30602.
3. You will be precluded from denying the validity of the Agreement or compliance therewith or from asserting limitation of time as a bar in court unless you make application to the court within 30 days for an order to stay arbitration.
4. UGAA demands the arbitration of its claim that you breached the Agreement by providing written notice of transfer from the University of Georgia, failing to remain enrolled at the UGA, withdrawing from the UGA football team, and failing to pay the liquidated damages that you promised to pay under the Agreement upon demand. Through the arbitration, UGAA seeks to recover those liquidated damages and all other damages allowed under applicable law resulting from your breaches of the Agreement.

**Suggested method of arbitration.** UGAA suggests arbitration with the American Arbitration Association under its Commercial Arbitration Rules and Supplementary Procedures for the Arbitration of Sports Participation and Name, Image, and Likeness Disputes. UGAA will consider any alternative arbitrator or rules that you wish to suggest. Please let me know whether the suggestion of arbitration before AAA is acceptable or if you wish to make an alternative suggestion.

This letter is sent without prejudice to the UGAA's rights under the Agreement and applicable law, all of which are expressly reserved.

Sincerely yours,



Spence Johnson

Enclosure

May 29, 2025

**Sent by Overnight Federal Express and Email**

Mr. Damon Wilson II  
520 Orange Blossom Lane  
Nokomis, FL 34275  
damofomo024@icloud.com

**Re: Your License and Option Agreement (the “Agreement”) with Classic City Collective, Inc. (the “Collective”)**

Dear Mr. Wilson:

I represent the Collective and am writing to address your breach of the Agreement.

Under the Agreement, you licensed your name, image, and likeness (“NIL”) to the Collective and agreed that, during the approximate 13-month term of the Agreement, you would remain enrolled at the University of Georgia, be a part of UGA’s football team, and not enter the NCAA transfer portal. In exchange for these promises, the Collective agreed to pay you a total of \$500,000 in installments during the term, beginning with a \$30,000 installment that was paid only a few days after you signed the Agreement. Despite accepting that payment from the Collective, less than three weeks later, you breached the Agreement when you entered the NCAA transfer portal on January 6, 2025 (immediately before it closed) and left UGA. Given your breach, the Collective exercised its right to terminate the Agreement effective January 14, 2025. This letter gives you an opportunity to resolve that breach before the Collective takes legal action against you.

The Agreement states that, if the Collective terminates it because you quit the team, enter the transfer portal, or leave UGA, then you will pay the Collective liquidated damages equal to the amount of all remaining licensing fees that would have been due to you under the Agreement. That payment was due within 30 days of the termination date. In your case, the amount of liquidated damages owed under the Agreement at the time of termination was **\$390,000**. The Collective previously demanded payment in that amount in the termination notice delivered to you on January 18, 2025, and you ignored that request.

The Collective does not want to unnecessarily undermine your financial future, but it insists that its student athletes be accountable for the promises they make, on which the Collective relies in making payments under licensing agreements like the one you breached. **The Collective demands that you pay the liquidated damages you promised to pay under the Agreement in the amount of \$390,000 within fourteen days of the date of this letter.** Please make payment by either a check payable to the Collective or wire transfer. If you prefer to pay by wire, then let me know, and I will give you wire instructions.

Mr. Damon Wilson, II  
May 29, 2025  
Page 2

If you fail to make the payment demanded above, the Collective will pursue legal action against you based on your breaches of the Agreement.

Sincerely yours,



Spence Johnson



Part # 6299138  
FRID  
1448  
1448

Thank you for using FedEx.

At FedEx Office:

KEEP THIS FOR YOUR RECORDS  
DO NOT ATTACH TO SHIPMENT

2235 W Broad St  
Athens, GA 30606  
DeviceID: AHNK-ROSA867

The following shipment(s) were scanned:

**881631490581**



Scan here to learn more about  
FedEx Office products and services.

This receipt was created at a self-service kiosk at FedEx. See invoice for shipping charges. Visit us at [fedex.com](https://www.fedex.com) or call 1.800.GoFedEx. See FedEx Service Guide at [fedex.com](https://www.fedex.com) for terms and conditions governing your shipment.

Tell us how we did:

**[fedex.com/welisten](https://www.fedex.com/welisten)**

# **Exhibit E**

Arbitrator Resumes



Cameron J. Evans, Esq.  
Rochester, Michigan

**Current Employer-Title** Evans Law Group, P.C. – President

**Profession** Arbitrator, Attorney

**Work History** President, Evans Law Group P.C., 2015 – Present; Partner/Practice Group Leader (Employment Litigation, Counseling and Strategic Workforce Planning), Honigman Miller Schwartz and Cohn LLP, 1994 – 2015; Law Clerk to United States District Judge, United States Courts, 1992 – 1994; Summer Associate, Butzel Long PC, 1991.

**Experience** Thirty years of experience, has tried numerous jury trials to verdict, as well as trying other employment-based claims before administrative agencies and in private arbitrations.

Litigation experience includes defending claims brought pursuant to (i) Title VII of the Civil Rights Act of 1964, as amended, for race, color, religion, sex (including sexual harassment) and national origin discrimination claims), as well as retaliation claims; (ii) the Pregnancy Discrimination Act; (iii) the Americans with Disabilities Act; (iv) 42 U.S.C. § 1981 (race discrimination); (v) the Family and Medical Leave Act; (vi) the Elliott-Larsen Civil Rights Act for race, color, religion, national origin, age, sex (including sexual harassment and pregnancy) and weight, as well as retaliation claims; (vii) the Persons with Disabilities Civil Rights Act; (viii) the Whistleblowers' Protection Act; (ix) Bullard-Plawecki Employee Right to Know Act; (x) the Employee Polygraph Act of 1981 (Michigan); (xi) the Employee Polygraph Protection Act of 1988 (federal); (xii) wrongful discharge in violation of Michigan's public policy; (xiii) defamation (libel and slander); (xiv) invasion of privacy; (xv) eavesdropping; (xvi) breach of alleged just-cause employment agreements; and (xvii) retaliation claims under the Occupational Safety and Health Act and Michigan's Occupational Safety and Health Act. Experience also includes claims under the Fair Labor Standards Act (FLSA) (i) for unpaid minimum wage; (ii) for unpaid overtime; (iii) challenging employees' exempt classification; and (iv) challenging an individual's classification as an independent contractor. Has also defended claims brought pursuant to Michigan's Wages and Fringe Benefit law for unpaid fringe benefit, including accrued but used vacation and paid time off (PTO). Has litigated claims for unpaid commissions, including claims seeking enhanced damages and attorney's fees under Michigan's Sales Representative Commission

*Cameron J. Evans, Esq.*  
*Neutral ID : 4119861*

The AAA's Rules provide the AAA with the authority to administer an arbitration including, arbitrator appointment and challenges, general oversight, and billing. Accordingly, arbitrations that proceed without AAA administration are not considered AAA arbitrations, even when the parties select an arbitrator who is on the AAA's Roster.

The information contained in this resume has been supplied solely by the individual arbitrator and may, or may not, be a complete recitation of their experience. The AAA assumes no responsibility for the content, completeness, accuracy, or reliability of the information contained in an arbitrator's resume. If you have any questions about an arbitrator's experience or background, you are encouraged to contact your case manager.

Arbitrators on the AAA Roster are not employees or agents of the AAA.

Act.

Experience includes prosecuting and defending against executive compensation and equity-based claims, including claims based on breach of (i) executive employment agreements; (ii) equity award/stock option agreements; (iii) short-term and long-term incentive plans; (iv) fiduciary duties; and (v) obligations to minority shareholders.

Defended personal injury claims brought under Michigan's intentional tort exception to the Workers' Disability Compensation Act bar, including wrongful death actions.

Experience also includes prosecuting and defending claims for (i) breach of non-competition and non-solicitation agreements; (ii) threatened and actual misappropriation of trade secrets under Michigan's Uniform Trade Secrets Act; and (iii) tortious interference with business relations and business expectations.

Has been lead counsel on multi-plaintiff lawsuits, punitive class and FLSA collective actions. Also provide legal counsel to amateur, professional and Olympic athletes and have in the past represented a member of the United States 2012 Paralympics Team in an arbitration over the selection process for his event. Also represented NHL Enterprises for the 2013 Winter Classic (cancelled because of NHL labor dispute) and the 2014 Bridgestone NHL Winter Classic held at the University of Michigan football Stadium.

### **Alternative Dispute Resolution Experience**

Appointed sole neutral arbitrator in arbitrations asserting the following claims:

1. Fair Labor Standards Act and various state wage and hour laws, including off-the-clock work, minimum wage, overtime, dual jobs, day rate, docketing pay and classification of a worker as an independent contractor;
2. Title VII, Age in Employment Discrimination Act (ADEA) and Michigan's Elliott-Larsen Civil Rights Act (ELCRA) discrimination and retaliation;
3. Americans with Disabilities Act (ADA), accommodation, association and retaliation;
4. Family and Medical Leave Act (FMLA), denial of leave/interference and retaliation;
5. Illinois Biometric Information Privacy Act (BIPA);
6. Misappropriation of trade secrets;
7. Breach of contract, including employment agreement, non-disclosure/confidential information agreement and independent contractor

*Cameron J. Evans, Esq.*  
*Neutral ID : 4119861*

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Arbitrators on the AAA Roster are not employees or agents of the AAA.

agreement;

8. Breach of duty of loyalty and good faith;
9. Tortious interference with contract and contractual relationships;
10. Tortious interference with business relationships and expectancies;
11. Conversion;
12. Civil conspiracy;
13. Classification of gig worker as independent contractor under California law;
14. Michigan's Whistleblower Protection Act (WPA);
15. Defamation and non-disparagement; and
16. Breach of defined benefit pension plan.

Appointed neutral arbitrator on three (3) arbitrator panel in an arbitration asserting the following claims:

1. ERISA breach of fiduciary duty, breach of duty to diversify, breach of duty of prudence, breach of duty of loyalty, breach of duty to monitor investment manager and co-fiduciary liability.

Am also an Arbitrator with the International Institute for Conflict Prevention and Resolution (CPR), listed on CPR's panel of Distinguished Neutrals for Employment, Franchise, Sports and Michigan General Commercial arbitrations.

Case Evaluator in Oakland County Circuit Court (Michigan) for employment-based lawsuits subject to the State of Michigan's mandatory ADR process known as Case Evaluation.

Selected Awards/Honors:

- The Best Lawyers in America (2010 - 2022)
- Michigan Super Lawyers Top 100 Attorneys in Michigan (2018 - 2021)
- Michigan Super Lawyers (2006 - 2022)
- DBusiness Top Lawyers (2010, 2012 - 2021)
- Leading Lawyers (2019 - 2022)
- America's Top 100 High Stakes Litigators (2021)
- Community Legal Resources, Volunteer of the Year (2004)

## **Education**

Wayne State University, School of Law (JD - 1992); University of Michigan (BA - 1989).

*Cameron J. Evans, Esq.*  
*Neutral ID : 4119861*

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**Professional Licenses** Admitted to the Bar: Michigan (1992); U.S. District Court: Eastern (1994) Western (2016) Districts of Michigan; U.S. Court of Appeals, 6th Circuit (1994); U.S. Supreme Court (2005).

**Professional Associations** State Bar of Michigan  
American Bar Association.

**Recent Publications & Speaking Engagements** PUBLICATIONS:

1. Co-Author, Media Law Resource Center 50-State Survey: Employment Libel and Privacy Law 2014 (Michigan Chapter) (2011-2015)
2. Contributing Author, HR Certification Institute (HRCI), A Guide to the Human Resources Body of Knowledge (2017)
3. Contributing Author, American Bar Association Section of Labor and Employment Law Fair Labor Standards Act Subcommittee, Midwinter Treatise Supplement: The Family and Medical Leave Act (2012)
4. Author, Employment Law 2010: Top Lawyers on Trends and Key Strategies for the Upcoming Year (Aspatore Thought Leadership), Anticipating Developments in the Coming Year (February 2010) ISBN 978-0-314-26350-6
5. Author, Negotiating and Drafting Employment Agreements: Leading Lawyers on Terms of Employment, Restrictive Covenants, Termination Provisions, and Other Key Elements (Inside the Minds), Protecting Employers' Interests When Negotiating Employment Agreements (April 2008) ISBN 978-0-314-99178-2
6. Author, Labor and Employment Law 2008: Top Lawyers on Trends and Key Strategies (Aspatore Thought Leadership), The Evolution of Employment Law (February 2008) ISBN 978-0-314-98709-9

SPEAKING ENGAGEMENTS:

1. Presenter, A Review of the Law in Trade Secrets and Covenants Not to Compete, Institute of Continuing Legal Education, Michigan Judicial Institute, Business Court Judicial Seminar (2015 & 2018)
2. Co-Presenter, Deposition Skills - Hone the Most Critical Skill in Your Litigation Toolbox, Institute of Continuing Legal Education (ICLE) and Litigation Section of the State Bar of Michigan, Plymouth, MI (2012-2016 & 2018)
3. Moderator, Using Motions to Compel Discovery, Institute of Continuing Legal Education (ICLE), On-Demand Video Seminar (2016)

*Cameron J. Evans, Esq.*  
*Neutral ID : 4119861*

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4. Co-Presenter, Is Working Remotely More Than a Remote Possibility Under the ADA?, An Employee's Physical Presence at Work as an Essential Function and Telecommuting as a Reasonable Accommodation Under the ADA, Honigman Labor and Employment Department, Webinar (2014)
5. Presenter, Recurring Wage and Hour Issues Under Federal and Michigan Law, Private Seminar, Novi, MI (2014)
6. Presenter, Trade Secrets, Confidentiality Orders, Noncompete Clauses, Great Lakes States Complex Commercial/Business Court Seminar, Michigan Judicial Institute and National Judicial College, Dearborn, MI (2013)
7. Presenter, Current Social Media Issues Affecting Your Clients and Your Practice, State Bar of Michigan and Upper Michigan Legal Institute, Mackinac Island, MI (2013)
8. Presenter, Effective Use of Severance Agreements, Restrictive Covenants and Intellectual Property Assignment Agreements, Private Seminar, Novi, MI (2013)
9. Presenter, Keeping Your Business Ahead of the Digital Media Curve: Reducing legal risk in today's social, mobile and emerging media, Honigman Miller Schwartz and Cohn LLP, Detroit, MI (2013)
10. Co-Presenter, Current Issues in Sports and the Law, Institute of Continuing Legal Education (ICLE) and the State Bar of Michigan's Arts, Communications, Entertainment & Sports Section, Ann Arbor, MI (2012)
11. Moderator, Dealing with the Media, The State Bar of Michigan's Bar Leadership Forum, Mackinac Island, MI (2010)
12. Panelist, Dealing with the Media, The State Bar of Michigan's Bar Leadership Forum, Mackinac Island, MI (2009 & 2011)
13. Co-Presenter, Employers and Social Networking: Managing Employee Traffic on the Information Superhighway, Honigman Labor and Employment, Webinar (2010)
14. Presenter, Mind Your Own Business: How to Become and Remain a Successful Independent Practitioner, International Conference, Public Relations Society of America, Detroit, MI (2008).

**Citizenship**  
**Languages**

United States of America  
English

*Cameron J. Evans, Esq.*  
*Neutral ID : 4119861*

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**Compensation**

Hearing:	\$375.00/Hr
Study:	\$375.00/Hr
Travel:	\$375.00/Hr
Cancellation:	\$1000.00/Day
Cancellation Period:	5 Days
Comment:	Travel outside of Oakland County will be charged on an hourly rate.

*Cameron J. Evans, Esq.*  
*Neutral ID : 4119861*

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Kyle-Beth Hilfer, Esq.  
Katonah, New York



**Primary Areas of Expertise**

Commercial Law  
Intellectual Property  
Advertising/Marketing Law  
Sports  
Technology & Emerging Industry  
Entertainment/Media/Publishing

[View Video](#)

**Current Employer-Title** Hilfer Law - Principal Attorney  
Cowan Liebowitz & Latman - Of Counsel

**Profession** Attorney, Arbitrator, Mediator

**Work History** Hilfer Law, 1993 - Present; Of Counsel, Cowan Liebowitz & Latman, 2019 - Present; Of Counsel, Collen IP, 2010 - 2019; Associate/Contract Attorney, Hall Dickler Kent Friedman & Wood, 1989 - 1995; Associate, Rubin Baum Levin Constant & Friedman, 1988 - 1989; Associate, Proskauer Rose Goetz & Mendelsohn, 1987 - 1988.

**Experience** INDUSTRIES: Advertising/marketing/public relations, art, consumer products (e. g. apparel, auto, cosmetics, food/beverage, design, luxury, packaged, textiles), digital/e-commerce, entertainment, franchise, health, hotel, hospitality, licensing, media, publishing, restaurant, retail, social media, sports, technology, telecommunications

**COMMERCIAL LAW:**

- Resolve business disputes.
- Draft commercial contracts; define duties, rights, risk allocation.
- Advise on strategic partnership, licensing ventures.
- Analyze technology (blockchain/artificial intelligence).

**Agreement Types:**

Collaboration: manufacturer/supplier, master services, vendor/supplier

Compliance: content curation, licenses, NDA/confidentiality, non-solicitation,

*Kyle-Beth Hilfer, Esq.*  
*Neutral ID : 126705*

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social media policies

Customer Engagement: sales representation, service level agreements

Global: cross-border, international relationships, website creation/operation

Operations/Strategy: agency, consulting, distribution, technology, use terms

#### INTELLECTUAL PROPERTY LAW:

- Resolve disputes re copyright, cybersquatting, domain name, false advertising, Lanham Act, licensing, privacy/publicity rights, royalty, trade dress, trademark, trade secret, unfair competition.
- Counsel on copyright, fair use, takedown/DMCA.
- Advise on acquisition, licensing, maintenance, protection of domestic/international IP portfolios.
- Advise on emerging product IP (artificial intelligence, blockchain, cannabis, NFTs).

#### Agreement Types:

Branding: trademark license, coexistence

Content/Media: gamification/ virtual reality/user-generated content license, publishing, releases/waivers

Distribution: blockchain, EULA, hardware sales, licenses (exclusive/non-exclusive/sublicensable); software development/license, SaaS, supplier/reseller, third-party rights acquisitions/releases

Ownership: assignment, sale, trade secret protection, work for hire

#### ADVERTISING/MARKETING LAW:

- Resolve false/deceptive advertising, comparative advertising disputes.
- Advise on regulatory aspects of commercial speech, customer experience (UX).
- Review campaigns: digital, direct mail, mobile, print/TV/ radio, social media, virtual reality, word of mouth.
- Review copy/disclosures, claim substantiation; advise re use of artificial intelligence.
- Counsel on brand strategies, e.g. ambush marketing, cause marketing, continuous service/subscription, coupons/rebates, direct marketing, email/mobile marketing, endorsements/influencer/testimonials, environmental, event, loyalty programs, native advertising, pricing, prize promotions (contests/sweepstakes).
- Counsel on industry-specific regulations, e.g. cannabis, healthcare, vitamin/supplements.
- Advise on data privacy compliance.
- Advise on international campaigns, including Australia, Canada, EU, France, Germany, UK.

#### Agreement Types:

Branding: ad tech, agency/client, loyalty program, NFTs, sweepstakes/contest

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*Neutral ID : 126705*

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Brand Partnerships: affiliate marketing, co-marketing, customer relationship management, franchise, payment technology, product placement, prize supplier, sponsorship, vendor  
Campaign Management: MSA/SOW, music clearance, production, publicity waiver, talent/model  
Influencer Marketing: celebrity spokesperson, testimonial/endorsement  
Media: buying, purchase orders, photography, product placement

**SPORTS:**

- Represent(ed) agencies, agents, arenas, event management, intellectual property licensors/licensees, memorabilia, national governing body, teams, technology vendors, trade organizations.
- Negotiate commercial contracts for sports entities.
- Counsel on IP protection.

**Agreement Types:**

Advertising: advertising placement, sponsorship, licensing

Facility: event/exhibition, construction, rental, naming, sponsorship

Technology: NFT, fantasy sports, video games

AV Martindale-Hubbell, SuperLawyers (Media & Advertising-NYC Metro Area), Best Lawyers (Arbitration/Mediation/Copyright)

**Alternative Dispute Resolution Experience**

AAA/ICDR Arbitrator/Mediator: Commercial and Large Complex Cases, including Advertising/Marketing/Public Relations, Agency Services, Consumer/Customer Account, Digital/E-commerce/Electronic Retailing, Entertainment, Intellectual Property, Media, Publishing, Retail Services, Sports, Technology, Telecommunications

Sole arbitrator, chairperson, panel member, mediator. Damages from hundreds of thousands to multimillion-dollar awards. Multi-party disputes.

Representative Procedural Issues: Arbitrability/jurisdiction, bifurcation, burden of proof, claim preclusion, collateral estoppel, confidentiality/protective orders, contested postponements, cross-border court orders, discovery disputes, emergency relief, equitable estoppel, expert qualifications/management, governing law, in camera review, laches, motions (dismiss, in limine, summary judgment), parol evidence, statute of limitations, subpoenas, waiver, witness exclusion

Representative Legal Issues: Breach of contract, best efforts clauses, causation, confidentiality, domain name, defective goods/services, delivery/payment failure, fair dealing, fraud, fraudulent inducement, fiduciary obligations, implied covenants, intellectual property ownership/license terms/infringement, indemnity, interpretation of obligations, limit of liability, misappropriation, misrepresentations, quality control, restrictive covenants, royalties, trade secrets,

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*Neutral ID : 126705*

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unconscionability, warranty

Relief Sought: Attorneys' fees & costs, accounting & audits, "baseball" awards, damages (compensatory/punitive/treble/interest), declaratory judgment, emergency, destruction/impoundment of goods, injunction (temporary/permanent), IP ownership, specific performance

Representative Arbitrations:

Advertising/Marketing:

- Dispute over break up of multi-million dollar media/communications agency
- Production company vs infomercial talent
- Commercial photographers vs representation agency
- Media company vs advertiser/product developer/manufacturer
- PR agency vs record company

Commercial Contracts:

- Sales representative vs product owner
- Media/marketing/gifting company vs vendor
- Energy services provider vs multi-level marketing telecommunications firm
- Capitalization company vs financing client
- Wireless/telecommunications company vs account holders
- Industry association vs hotel

Entertainment/Media/Publishing:

- Television talent agency vs news talent
- Entertainment consultancy vs theatrical entity
- Media agency vs business brokerage/recruiting company
- Author vs publishing company

Intellectual Property:

- Trademark owner v international affiliate licensee
- Dispute regarding IP/licensing/marketing/merchandising of book/TV series property
- Trademark/trade dress infringement/false advertising dispute between sports team and licensee
- Dispute over ownership of famous art/IP
- Patent/trademark licensor vs licensee
- Music rights administrator vs licensee
- Software developer vs cloud-based SaaS provider
- Global footwear company vs trademark licensor
- Home accessories designer/trademark owner vs manufacturer

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Retail and Consumer Products:

- Medical clothing supplier vs retail distributor
- Celebrity licensing entity vs apparel brand development company
- Financial technology company vs retail b2c account holder
- Pharmaceutical brand vs licensee
- Consultant vs European wine/spirits company
- E-goods seller vs e-commerce/payment processing platforms

Sports:

- Sports team management company vs investor and marketing/advertising consultancy (chair)
- Dispute re: break-up of closely held sports management agency
- Sports education/tournament entity vs vendor
- Sports business network vs convention organizer/show manager
- Sports league vs sports team

Neutral, WIPO

Special Master, Appellate Division, NY 2d Judicial District  
NYS Commercial Division Part 146 Mediator.

**Technology Proficiency**

Available for arbitrations and mediations by videoconference or teleconference as well as in person. Conversant in online platforms such as Zoom, Microsoft Teams, LoopUp, BlueJeans, GoToMeeting. Uses bespoke video conference protocols for each matter, working with parties' needs. Willing and able to work with online case management and document sharing platforms, including AAA WebFile, and electronic documents and exhibits. Encourages use of technology to augment hearing efficiency while not compromising confidentiality or ethics. Signatory of the Green Pledge of the Campaign for Greener Arbitrations. Employs effective cybersecurity protections, including VPN, anti-virus/antimalware software, and multi-factor authentication. Completed AAA-ICDR's cybersecurity training in 2020.

**Education**

Harvard University (JD, cum laude-1987); Yale University (BA, History, summa cum laude, Phi Beta Kappa, with distinction-1984).

**Professional Licenses**

Admitted to the Bar: New York (1988).

**Professional Associations**

American Bar Association: ADR Section, Business Law Section  
New York State Bar Association: Co-Chair, ADR Committee of Entertainment, Arts and Sports Law Section; Member ADR Section  
Westchester County Bar Association: (previous) Board of Directors and Executive Committee member, Chair, Business & Commercial Law Committee; (current) Alternative Dispute Resolution Committee; Business & Commercial Law Committee; Intellectual Property Committee; Cannabis Law Committee.

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The Intellectual Property Strategist Law Journal (Board of Editors 1995-2023).  
Westchester County Fair Campaign Practices Committee (Member, hearing  
disputes regarding political candidates' campaign practices).

## **Recent Publications & Speaking Engagements**

DISPUTE RESOLUTION PUBLICATIONS: "How Did Your Virtual Arbitration Hearing Go?", NYSBA Dispute Resolution Section's Resolution Roundtable 6/2020; "Discovery in Arbitration," Westchester County Bar Assn (WCBA) 10/2014; "A Practical Guide to Arbitrating IP Disputes," The Intellectual Property Strategist 5/2004; "Arbitration Gains Acceptance as a Means of Resolving Intellectual Property Disputes," The Intellectual Property Strategist 5/2004.

DISPUTE RESOLUTION SPEAKING: "Consumer Arbitration Clauses in the Mass Filing Era," NYSBA 10/2025; "AAA's Clause Builder: A Proactive Tool for Drafting ADR Clauses in Contracts" NYSBA 2/2025; "Mindfulness in Negotiation," NYSBA, 10/ 2024; "High-Profile Arbitration & the Press: What about Confidentiality?: NYSBA 5/2024; "Why is Arbitration Ideal for Resolving Cannabis Industry Disputes," NYSBA, 9/2023; "Permanent Injunctions in Arbitration: Functus Officio Doctrine Dilemmas," AAA, 4/2023; "How a Mediator helped reach Settlement in Dominion v Fox," Mediator in the Middle Podcast, 4/2023"; Ready to Resolve: Preparing for Mediation," WCBA 3/2023; "Tough Calls and Recovery Practices in Arbitration", NYSBA 12/2022; "Best Practices: Roundtable on Different Approaches to Arbitration," NYSBA 9/2021; "Online Commercial Mediation and Arbitration Best Practices-The Neutral's and Advocate's Perspectives," Practising Law Institute Studio Briefing 7/2021; "Lessons Learned from Online Mediation/Arbitration in Commercial Cases," WCBA 3/2021; "Hot Topics in Dispute Resolution from the NYSBA Resolution Roundtable Blog," NYSBA 2/2021; "Intellectual Property & ADR: Resolving Disputes Out of Court," ACR-GNY 6/2019; "New Paradigm for ADR in Intellectual Property Litigation," WCBA 6/2019; "Advocacy and Civility in Arbitration – Do They Go Hand in Hand," WCBA 4/2017.

OTHER PUBLICATIONS: "Brand Trophy Paradox," The Trademark Lawyer, Issue 3 2025; "NFTs and Loyalty Programs: Business Opportunities Twinned with Legal Risk," EASL Journal, NYSBA Summer 2023; "5 Advertising and Marketing Law Trends to Take You Through 2020," Inside, NYSBA Summer 2020; "Photographs on the Internet" The Intellectual Property Strategist, June, 2019; "Social Media: How to Avoid Trouble with the Law and the FTC," Interview subject, www. Forbes.com, August 2017; "Manufacturers vs. Exclusive Distributors: Who owns the trademarks?" The Intellectual Property Strategist, August, 2017; "Copyright Challenge to 'We Shall Overcome' Proceeds," The Intellectual Property Strategist, February, 2017; "Native Advertising: FTC Guides Brands to Avoid Deceptive Commercial Speech," INSIDE, NYSBA Spring/Summer 2016; "Crazy for Fair Use," The Intellectual Property Strategist, November, 2015; "Supreme Court Upholds Lanham Act Claim In Juice Wars," The Intellectual Property Strategist, July, 2014.

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*Neutral ID : 126705*

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OTHER SPEAKING: "Who Owns the Idea? Legal and Ethical Challenges for the AI Era", Columbia University 2/2025; "Prize Promotion Essentials", ACI Advertising Claims Substantiation, 4/2024; "The NFT Marketplace: Philosophy, Legal Issues, and Risk", presented at PLI, NYSBA and ALM throughout 2022; "Using Consumer Content in Advertising," PLI Hot Topics in Advertising Law , 6/2021; "Hot Topics in Advertising and Marketing," PLI Advanced Trademark Conference, 3/2021; "Legal Challenges Facing Restaurants During and After a Pandemic," NYSBA, 11/2020; "Differentiating Substantiation Requirements for Manufacturers and Retailers," ACI Advertising Claims Substantiation, 1/2020; "NYC Restaurant Law: Are You Ready for Business?", NY County Lawyers Assn, 3/2019; "Fundamentals of Advertising Law: How to Create Legally Compliant Campaigns that Protect Your Intellectual Property", Clear Law Institute, 1/2018; "Understanding the Role of Each Member of Your Claims Substantiation Team" ACI Advertising Claims Substantiation,1/2018; "Design Meets Intellectual Property", BDNY, 11/2017.

**Locations Where Parties Will Not be Charged for Travel Expenses** Midtown New York City, Westchester County, other locations within 60 minutes commuting time from neutral's offices. Outside of these areas or for multi-day hearings regardless of location, charges are in arbitrator discretion.

**Citizenship** United States of America  
**Languages** English

**Compensation**

Hearing:	\$695.00/Hr
Study:	\$695.00/Hr
Travel:	\$695.00/Hr
Cancellation:	\$3500.00/Day
Cancellation Period:	2 Days
Comment:	Open to alternative fee arrangements in certain instances.

Hourly rate charged for all meetings and conferences (in person, telephonic, or by other electronic means).

Available to serve nationwide and worldwide in addition to in and around New York City metropolitan area. Reasonable travel expenses and out of pocket, including hotel and meal expenses, and travel rate may apply if the hearing is located more than 60 minutes' commuting time from neutral's offices. Multi-day hearings may include travel and out of pocket hotel/meal expenses regardless of location.

Cancellation rate applies only to the first scheduled hearing day. Cancellation notice must be given by close of business (5pm Eastern) two business days before first scheduled hearing date to avoid cancellation rate. Cancellation rate will also require reimbursement of any non-cancellable

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*Neutral ID : 126705*

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Peter H. Koehler Jr., Esq.  
Portland, Oregon

**Current Employer-Title** Koehler ADR, LLC

**Profession** Attorney, Arbitrator, Mediator, Executive

**Work History** Owner, Koehler ADR, LLC, 2015 - Present; Vice-President, Legal for Nike Inc., 2002 – 2014; Managing Partner/Litigation Partner, Tonkon Torp LLP, 1987 – 2002; Associate, MacDonald Hoague & Bayless, 1982 – 1987.

**Experience** Twenty years as a trial lawyer and 12 years as in-house corporate counsel for Nike. Has tried and managed many large and complex cases to jury trial verdict, bench trial verdict, and arbitration ruling. Managed Nike's entire global portfolio of litigation, and subsequently managed the full global Nike Legal Department, including the direct reporting by all international legal offices. Advised the business in all aspects of legal risk mitigation and strategy.

Strong and diverse commercial litigation background, with emphasis on large and complex business disputes, sports law disputes, international commercial disputes, internal investigations, and intellectual property and employment litigation.

Examples include:

- Litigation between Nike and its competitors over the publicity rights of certain athletes;
- Multiple litigations between Nike and its athletes over various contract rights;
- Class action defenses regarding compliance with digital texting regulations, product advertising, and racial discrimination;
- Legal malpractice claim over an adverse \$52M verdict in an international licensing dispute;
- Defense of wrongful termination claim by former CEO of a hockey equipment company;
- Arbitration between Nike and one of its endorsing athletes regarding obligations to create and market a "signature line";
- Arbitration between a UK-based sportswear manufacturer and its terminated exclusive licensee and distributor for the certain European territories over claims of wrongful termination of the license;
- Arbitration for breach of contract, tortious interference and misrepresentation regarding an asserted telecommunications contract;
- Representation of three individuals in securities claim against publicly-traded

*Peter H. Koehler Jr., Esq.*  
*Neutral ID : 4043240*

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technology company, regarding misrepresentations in the purchase and sale of a division of the company;

- Multiple cases involving patent, trademark and copyright claims;
- Litigation between a metropolitan art museum and descendants of WWII German Jewish exiles over the provenance of certain art pieces held by the museum;
- Numerous international internal investigations.
- Represented numerous clients in injunction actions regarding covenants not to compete and trade secrets disputes.

## **Alternative Dispute Resolution Experience**

Served as a mediator and arbitrator in numerous commercial and consumer cases since opening ADR practice in February 2015. Examples include:

- Actions arising out of sports marketing endorsement and/or management relationships
- Dispute regarding the use of a trademark under a trademark licensing agreement
- Breach of a timberland acquisition contract
- Dispute between two non-profits regarding leased space
- Claim by a prisoner for violation of his civil rights
- Dispute between competing bidders for the right to operate hotel property
- Claims arising out of dissolution in a family agri-business
- Contractual disputes in professional service industries
- Securities claims
- Buyout and termination of executive leadership in a closely held commercial enterprise.

Appointed in 2020 by Oregon Governor Kate Brown to serve as the mediator between the Oregon timber industry and the environmental community toward a goal of re-crafting Oregon's forestry practices.

Served as a consultant/mediator to professional firms to assist with strategic planning, organizational health and succession.

Assisted private parties, businesses and governmental entities in the negotiation of commercial transactions. Served as an advocate and/or client representative in numerous domestic and international arbitrations, many of which were of significant duration and magnitude as well as in innumerable mediations in large and complex commercial, sports and IP litigation subject matter.

## **Education**

Boalt Hall School of Law, University of California at Berkeley (JD-1982); Stanford University (BA-1978).

## **Professional Licenses**

Admitted to the Bar: Oregon (1987), Washington (1982); U.S. District Court: Western (1983) and Eastern (1985) Districts of Washington, District of Oregon (1987).

*Peter H. Koehler Jr., Esq.*  
*Neutral ID : 4043240*

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<b>Professional Associations</b>	Association of Corporate Counsel; American Bar Association.
<b>Recent Publications &amp; Speaking Engagements</b>	"Arbitration from the In-House Counsel Perspective", ABA TIPS Corporate Counsel Committee, January 2015.
<b>Citizenship</b>	United States of America
<b>Languages</b>	English
<b>Compensation</b>	Hearing: \$450.00/Hr Study: \$450.00/Hr Cancellation Period: 0 Days Comment: No charge for travel time, but out-of-pocket expenses for out-of-town travel will be billed at cost. Hourly rate will apply to preparation time.

*Peter H. Koehler Jr., Esq.*  
*Neutral ID : 4043240*

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Danielle S. Menitove, Esq.  
Scarsdale, New York

**Primary Areas of Expertise**

Commercial Disputes  
Breach of Contract  
Torts  
Antitrust/Unfair Competition  
Sports  
Online Gaming

**Professional Summary** Independent arbitrator and mediator with particular expertise in commercial, consumer, and sports disputes. Before transitioning to a full-time ADR practice, was a litigator for more than 10 years at Skadden Arps in New York. At Skadden, represented entities and individuals in all phases of complex litigation in federal and state court. Practice involved a myriad of diverse matters, including antitrust, breach of contract, breach of fiduciary duty, and business torts. Also experienced with disputes and advisory matters in all areas of sports law, including employment, online gaming, anti-doping, sponsorship, licensing, and other business disputes.

**Current Employer-Title** Independent Arbitrator and Mediator

**Profession** Arbitrator, Mediator, Attorney

**Work History** Independent Arbitrator and Mediator, 2022-Present;  
Attorney, Skadden, Arps, Slate, Meagher & Flom LLP, 2011-2022;  
Law Clerk, Honorable Chief Judge Sarah S. Vance, U.S. District Court, E.D. La., 2010-2011;  
Legal Intern, United States Tennis Association, 2008.

**Experience** Fifteen years of combined private practice and ADR experience. In private practice, represented plaintiffs and defendants for more than a decade in complex domestic and international commercial litigation. Matters involved a wide array of industries (e.g., sports, technology, financial services, pharmaceuticals, food production) and areas of practice (e.g., antitrust/unfair competition, commercial/contract, breach of fiduciary duty, tortious interference, misappropriation of trade secrets, breach of non-compete agreements). Worked extensively with damages/economic experts.

Representative matters include:

- Counsel to individual in contract dispute with a sponsor
- Defended organization against claim for breach of the covenant of good faith and fair dealing
- Represented membership organization against claims by former member for

*Danielle S. Menitove, Esq.*  
*Neutral ID : 5853510*

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breach of contract, breach of fiduciary duty, conversion, and antitrust violations  
-Defended organizations in copyright and antitrust action arising from use of photographs  
-Represented sports organizations, financial services companies, pharmaceutical companies, and food production companies against antitrust and unfair competition claims

Particular expertise in matters involving all aspects of sports law. Served as counsel in litigation and advisory matters involving team ownership, franchise relocation, sponsorships, gambling, broadcast rights, tampering, intellectual property, and collegiate-athlete eligibility rules. Participated in sports arbitrations involving event hosting rights, intellectual property licensing, player-agent disputes, anti-doping, employment matters, and challenge to sport organization's rules. Counseled sports governing bodies and leagues regarding their internal governance functions.

### **Alternative Dispute Resolution Experience**

Sole arbitrator, member of three-person arbitration panel, or clerk to arbitration panel in more than 25 domestic and international arbitrations, involving commercial and business disputes, consumer disputes, and sports-related disputes. Served as mediator in numerous commercial and sports disputes.

Representative matters include:

- Commercial contracts, including breach of contract claims for failure to pay for goods or services and wrongful termination of agreements
- Business torts, including claims for breach of fiduciary duties, deceptive trade practices, fraud, misappropriation of trade secrets, and tortious interference.
- Antitrust claims
- Partnership and joint venture disputes
- Employment disputes, including claims of retaliation
- Individual torts, including claims of defamation, intentional infliction of emotional distress, invasion of privacy, and negligence
- Professional disputes, including attorney-client fee disputes and disputes between agents and clients

Completed alternative dispute resolution trainings include the AAA's Arbitration Fundamentals and Best Practices for New AAA Arbitrators (2024); AAA's Award Writing (2024); AAA's Higginbotham Fellows Program (2023); NYSBA Comprehensive Commercial Arbitration Training for Arbitrators and Counsel (2023); NYSBA 3-day Commercial Mediation Training (2023); Fee Dispute Arbitration Training, Focus on Part 137 Arbitration (2023); Small Claims Arbitrator Training (2022); PLI's Commercial Mediation and Arbitration Best Practices – The Neutral and Advocate's Perspectives (2022); PLI's Negotiation Skills Essentials 2022 – Considering Alternatives to Trial: Alternative Dispute Resolution and Mediation (2022); Selected Ethics Issues in Mediation & Settlement Negotiations (2022); PLI's Securities Arbitration - Hot Topics in

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Securities Arbitration (2022); PLI's International Arbitration- Recent Developments in International Arbitration Practice (2022).

**Technology Proficiency** Proficient using online platforms such as Zoom, WebEx, and Microsoft Teams and willing to conduct hearings/conferences using those platforms. Experience conducting arbitrations fully remote as well as hybrid. Extensive experience with ESI issues.

**Education** Tulane University Law School (JD, summa cum laude, Law Review - 2010); University of Western Ontario (BA, Kinesiology, with distinction - 2007).

**Professional Licenses** Admitted to the Bar: New York (2011); U.S. District Court: Southern District of New York (2016), Eastern District of New York (2016).

**Professional Associations** Columbia Law School, Lecturer in Law  
American Arbitration Association Commercial and Consumer Arbitration Panels  
Court of Arbitration for Sport  
Sports ADR Committee Chair, New York State Bar Association Dispute Resolution Section  
Arbitration Committee, New York City Bar Association  
Sports Lawyers Association

**Recent Publications & Speaking Engagements** Panelist, Fair Play Off the Field: Arbitration's Impact on Sports Disputes, Georgetown International Arbitration Month (2024)  
Podcast Guest, Fair Game: Diving into Sports ADR, Segal McCambridge TortsCenter Podcast (2024)  
Book Chapter, Dispute Resolution in United States Professional Sports Leagues, International Sports Justice, Sports Law and Policy Centre (2023)  
Speaker, Dispute Resolution in U.S. Sports, ISDE Higher Institute of Law & Economics (2017)

**Locations Where Parties Will Not be Charged for Travel Expenses** New York metropolitan area

**Citizenship** Canada; United States of America  
**Languages** English

**Compensation** Hearing: \$500.00/Hr  
Study: \$500.00/Hr  
Travel: \$250.00/Hr  
Cancellation Period: 0 Days  
Comment: No travel time or costs charged for New York metropolitan area. Time charged for travel at 50% for other destinations. Travel expenses to be reimbursed.

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Stephen Starks, Esq.  
Frisco, Texas

**Current Employer-Title** VP, Legal Affairs - Concerts, Live Nation Entertainment

**Profession** Arbitrator, Attorney

**Work History** VP, Legal Affairs - Concerts, Live Nation Entertainment, 2021 – Present; Counsel (Technology & Commercial; Sports & Entertainment), Bryan Cave Leighton Paisner LLP, 2020 – 2021; Vice President, Promoter and Media Partner Relations, INDYCAR, LLC, 2016 – 2020; Deputy General Counsel, Hulman & Company (including INDYCAR, IMS, and Clabber Girl), 2014 – 2016; Associate (Sports & Entertainment, Arbitration, and Litigation) Kroger Gardis & Regas, LLP, 2011 - 2014; Legal Affairs Director, United States Anti-Doping Agency, 2008 - 2011; Associate, Litigation and Appeals, Bose McKinney & Evans, LLP, 2007 - 2008; Law Clerk to Associate Justice Theodore R. Boehm (retired), Indiana Supreme Court, 2006 - 2007.

**Experience** Significant experience in international and domestic alternative dispute resolution, litigation, and negotiating commercial contracts.

Represented clients across various industries including technology, retail and consumer products, hotels and hospitality, betting/gaming, food manufacturing and distribution, construction, engineering services, entertainment venue management, broadcast and digital media, and professional sports league and team operations. Advised clients or served as arbitrator regarding a wide range of complex legal issues, including commercial contracts, international law, partnerships, corporations, licensing, sponsorship, intellectual property, insurance, consumer protection, labor and employment, and the drafting of organizational policies and procedures including sports policies relating to competition, participant codes of conduct, corruption and integrity, and anti-doping.

Commercial Contracts: Spent significant portion of legal career drafting and negotiating commercial contracts relating to technology, retail and consumer products, food manufacturing and distribution, entertainment venue management, and broadcast and digital media, including serving as in-house counsel to one of the largest U.S. baking products manufacturers and distributors and as outside legal adviser to another large food products manufacturer, in both cases providing counsel regarding various international and domestic sales, supply, and distribution

*Stephen Starks, Esq.*  
*Neutral ID : 160268*

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deals. Advised European bicycle manufacturer regarding commercial contract and U.S. consumer protection law issues and the drafting of policies for application to consumers globally. Significant experience drafting and negotiating broad merchandise licensing and sales agreements, including representing intellectual property rights holders in negotiations with some of the the largest global sports merchant wholesale distribution, retail, and merchandising companies, and providing counsel relating to the supply and sale of food and beverage products at major entertainment venues. Successfully represented a custom packaging, warehousing, logistics, and product assembly company in a commercial procurement dispute before the U.S. Governmental Accountability Office.

**Technology:** Counseled large entertainment properties in complex negotiations with two of the world's largest technology companies regarding the licensing of intellectual property for collaborative projects which enhanced the clients' business operations and featured the innovative capabilities of the tech company partners. Represented a professional motorsports series in multiple negotiations regarding engine supply agreements with General Motors and Honda, and regarding the supply of vehicle chassis by a large Italian auto parts manufacturer/distributor. Significant experience drafting and negotiating services agreements for companies, including agreements in connection with engineering services specializing in maritime power transmission design and analysis.

**Construction:** Represented a mid-sized interior subcontractor in a multi-million dollar breach of contract claim before the Armed Services Board of Contract Appeals. Advised an international airport lounge management company through the RFP process for the construction and operation of an airport hospitality lounge at a major international airport.

**Labor and Employment:** Extensive experience while serving as in-house counsel for over ten years guiding companies through labor and employment issues, and successfully represented a hotel franchise in an employment dispute before the EEOC and a federal employee in an employment dispute before the U.S. Department of Labor.

**Corporations and Partnerships:** Represented companies in various stages of entity form

## **Alternative Dispute Resolution Experience**

Significant experience as counsel in complex arbitrations, including disputes regarding violations of international and domestic governing body rules and protocols since 2008.

Have served as single arbitrator in multiple commercial contract disputes including construction matters, breach of contract claims, and homeowner's insurance coverage matters.

In 2022, served as single arbitrator in a professional sports sponsorship dispute

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*Neutral ID : 160268*

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involving a breach of contract claim in excess of \$15M.

In 2023, served as single arbitrator in a team selection/eligibility dispute arising under Section 9 of the United States Olympic & Paralympic Committee ("USOPC") Bylaws regarding claimant's and affected athletes' rights to participate in certain World Championships events.

In 2024, served as single arbitrator and issued reasoned award in dispute between members of a USOPC certified National Governing Body ("NGB") and the NGB regarding the claimant members' allegations of wrongful termination of their private club memberships by their NGB certified private club.

In 2024, served as court-appointed, single arbitrator and issued a reasoned award in a consolidated action based on two separate lawsuits filed in Tarrant County, Texas by a claimant commercial shopping center and residential property owner who had hired the respondent general contractor to construct a commercial building and homestead expansion. The claimant alleged breach of contract regarding the completion and quality of both projects and claimed damages in excess of \$5.7M, including increased construction costs to complete the projects, property damage repair costs, mental anguish, property code violation penalties, liquidated damages, lost rent, bank loan carry costs, and reputational damage.

In 2025, successfully mediated a dispute between a Division I collegiate athletic conference and former member university involving exit fee payable by a member institution to conference upon a member institution's decision to depart from conference according to conference bylaws and other breach of contract issues.

<b>Education</b>	Valparaiso University School of Law (JD - 2006); Drexel University (BS - 2001).
<b>Professional Licenses</b>	Admitted to the Bar: Indiana (2006), District of Columbia (2008), Texas (2021).
<b>Professional Associations</b>	American Bar Association; Sports Lawyers Association
<b>Recent Publications &amp; Speaking Engagements</b>	Motorsports 2017: A Year of Change; 2017 Sports Lawyers Association 43rd Annual Conference (Denver, CO).
<b>Locations Where Parties Will Not be Charged for Travel Expenses</b>	Dallas-Fort Worth Metroplex
<b>Citizenship</b>	United States of America
<b>Languages</b>	English
<b>Compensation</b>	Hearing: \$395.00/Hr Study: \$395.00/Hr

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Cancellation Period: 0 Days  
Comment: Reimbursement for actual expenses.

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STATE OF NORTH CAROLINA  
BY: S. Smallwood

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION  
24CV026975-910

COUNTY OF WAKE

ROLANDA BRANDON, on behalf of F.B.,  
a minor,

Plaintiff,

v.

NORTH CAROLINA STATE BOARD OF  
EDUCATION and NORTH CAROLINA  
DEPARTMENT OF PUBLIC  
INSTRUCTION,

Defendants.

**ORDER GRANTING MOTION FOR  
PRELIMINARY INJUNCTION**

THIS MATTER coming on for hearing and being heard by the Honorable A. Graham Shirley, II, Superior Court Judge Presiding at the October 1, 2024 session of Wake County Civil Superior Court, and the same being heard on October 1, 2024, upon the application of Plaintiff for a Preliminary Injunction to enjoin the Defendants from enforcing a rule, codified at 16 NCAC 06E .0208(b), *see also* State Board of Education policy ATHL-008 (the “Temporary Rule”), deeming students ineligible to participate in interscholastic athletics on behalf of a North Carolina public school after entering into an agreement for the use of their names, images, and likenesses for commercial purposes. All parties were present in Court. Plaintiff was represented by Michael A. Ingersoll and Matthew F. Tilley of Womble Bond Dickinson (US) LLP; Defendants North Carolina State Board of Education (“State Board”) and North Carolina Department of Public Instruction were represented by Todd Russell and Allison Hawkins of the North Carolina Department of Justice.

Having fully considered Plaintiff's Motion, the Amended Complaint, the affidavits, memoranda of law and incorporated exhibits supporting and opposing the Motion submitted by the parties, relevant case law and statutes, and argument of counsel, for the reasons set forth below the Court hereby GRANTS Plaintiff's Motion.

### **FINDINGS OF FACT**

1. On September 22, 2023, the North Carolina House of Representatives passed Senate Bill 452. That same day, the bill passed the Senate unanimously, and on October 3, 2023, became law without the Governor's signature.

2. Among other things, Senate Bill 452 assigns responsibility for making rules governing interscholastic athletics at public schools to the State Board of Education. *See generally* 2023 N.C. Sess. L. 133, Parts XVII-XX. It then directs the State Board to adopt temporary rules under the Administrative Procedure Act ("APA") for the 2024-25 school year and a Permanent Rule for the 2025-26 school year and beyond. *See* 2023 N.C. Sess. L. 133, §§ 19. (a), (b).

3. With respect to name, image, and likeness, Senate Bill 452 directed the State Board to "adopt rules governing high school interscholastic athletic activities conducted by public school units" including "[s]tudent amateur status requirements, including rules related to use of a student's name, image and likeness." 2023 N.C. Sess. L. 133, § 17. (a) (N.C. Gen. Stat. § 115C-407.55(1)(h)).

4. The General Assembly, in revising N.C. Gen. Stat. § 115C-407.55, expanded the existing statute in some instances, such as including enrollment in the section regarding transfers, and also by placing restrictions on eligibility to play, N.C.

Gen. Stat. §§ 115C-407.55(1)(b)(1)-(2); adding attendance requirements, *id.* § 115C-407.55(1)(c); adding biological participation requirements, *id.* § 115C-407.55(1)(e); adding recruiting limitations, *id.* § 115C-407.55(1)(f); adding a section on hardship exceptions, *id.* § 115C-407.55(1)(g); and adding amateur participation requirements related to athletes' use of their names, images, and likenesses, *id.* § 115C-407.55(1)(h).

5. On July 1, 2024, the State Board's Temporary Rule became effective.

6. The Temporary Rule defines "name, image, or likeness" or "NIL" as "the use of a student's name, image, or likeness for commercial purposes and in exchange for compensation to the student. Compensation may include cash, in-kind gifts, or other tangible benefits to the student." 16 NCAC 06E .0208(a).

7. The Temporary Rule states:

No student participating in interscholastic athletics shall enter into any agreement to use the student's name, image, or likeness in any of the following ways:

- (1) Public appearances or commercials.
- (2) Autograph signings.
- (3) Athletic camps and clinics.
- (4) Sale of non-fungible tokens ("NFTs").
- (5) Product or service endorsements.
- (6) Promotional activities, indulging in-person events and social media advertisements.

16 NCAC 06E .0208(b).

8. Subject to enumerated exceptions, the Temporary Rule also restricts public school students from participating in interscholastic athletics after graduation from high school, signing a professional contract, or "[r]eceiving remuneration as a

participant in an athletic contest[.]” 16 NCAC 06E .0208(c). The Temporary Rule further provides that a student will not “be deemed ineligible” for receiving payment “by an administering organization, [public school unit], or athletic booster club affiliated with the student’s school or [public school unit] for essential expenses arising from a specific interscholastic athletic contest in which the student participates . . . [.]” or “for receipt of a nominal, standard fee or salary for instructing, supervising, or officiating an organized youth sports program, recreational activities, playground, or camp, whether or not affiliated with a [public school unit].” 16 NCAC 06E .0208(d), (e).

9. Plaintiff’s son, F.B., a minor and resident of Guilford County, is one of the nation’s top-rated high school football recruits.

10. F.B. currently has offers from third-parties to license his name, image, or likeness in exchange for financial compensation.

11. Under the Temporary Rule, F.B., however, will lose his eligibility to participate in interscholastic athletics at his public high school if he enters into agreements with these third-parties to license his name, image, or likeness for commercial purposes.

12. On August 23, 2024, Plaintiff, on behalf of F.B., commenced this action in the Superior Court for Wake County pursuant to the North Carolina Declaratory Judgments Act, N.C. Gen. Stat. § 1-253, *et seq.*, seeking a declaration that the Temporary Rule is invalid and a preliminary and permanent injunction enjoining the enforcement of the Temporary Rule. Plaintiff’s original complaint was accompanied

by a motion for preliminary injunction pursuant to Rule 65 of the North Carolina Rules of Civil Procedure seeking to preliminarily enjoin the Temporary Rule pending a final judgment.

13. On September 5, the State Board proposed a permanent rule which, if adopted, would be effective July 1, 2025, and codified at 16 NCAC 06E .0211 (the “Proposed Permanent Rule”). The Proposed Permanent Rule permits students to use their names, images, and likenesses for commercial purposes and still participate in interscholastic sports, subject to certain restrictions.

14. Plaintiff filed an Amended Complaint on September 13, 2024.

15. The parties submitted their briefs on the instant Motion on September 26, 2024, and argument was held before the undersigned on October 1, 2024, in Wake County Superior Court.

### **CONCLUSIONS OF LAW**

#### **A. Exhaustion of Administrative Remedies and Subject Matter Jurisdiction.**

1. Parties generally must exhaust their administrative remedies prior to instituting an action in the courts of this State against an agency of this State. This is so because “[w]hen the General Assembly provides an effective administrative remedy by statute, that remedy is exclusive and the party must pursue and exhaust it before resorting to the courts.” *Jackson v. N.C. Dep’t of Hum. Res. Div. of Mental Health, Developmental Disabilities, & Substance Abuse Servs.*, 131 N.C. App. 179, 186, 505 S.E.2d 899, 903–904 (1998). “On the other hand, if the remedy established by the NCPA is inadequate, exhaustion is not required.” *Id.* at 186, 505 S.E.2d at

904. The burden of establishing that an administrative remedy is inadequate is on the party claiming inadequacy, and that party must allege the inadequacy in their complaint. *Kane v. N.C. Teachers' & State Emps. Comprehensive Major Med. Plan*, 229 N.C. App. 386, 391, 747 S.E.2d 420, 424 (2013). “An action is properly dismissed under the Rule for lack of subject matter jurisdiction when the plaintiff has failed to exhaust its administrative remedies.” *Bryant v. Hogarth*, 127 N.C. App. 79, 83, 488 S.E.2d 269, 271 (1997).

2. The NCAPA provides that “[o]n request of a person aggrieved, an agency shall issue a declaratory ruling as to the validity of a rule or as to the applicability to a given state of facts of a statute administered by the agency or of a rule or order of the agency.” N.C. Gen. Stat. § 150B-4(a).

3. The NCAPA also provides, however, that a person aggrieved by a temporary rule—which is the category of rule at issue—“may file an action for declaratory judgment in Wake County Superior Court pursuant to Article 26 of Chapter 1 of the General Statutes[,]” and that “[f]iling a petition for rule making or a request for a declaratory ruling with the agency that adopted the rule is not a prerequisite to filing an action” for declaratory judgment under this G.S. 150B-21.1. N.C. Gen. Stat. §§ 150B-21.1(c), (c1).

4. It is well established that, “when two statutes arguably address the same issue, one in specific terms and the other generally, the specific statute controls.” *High Rock Lake Partners, LLC v. N.C. Dep’t of Transp.*, 366 N.C. 315, 322, 735 S.E.2d 300 (2012).

5. General Statute 150B-4 is a general pronouncement of the requirements of a party aggrieved an agency's rule to first seek a declaratory ruling from the agency as to the validity of its rule. Notably, G.S. 150B-4 also requires that the agency "shall prescribe in its rules the procedure for requesting a declaratory ruling and the circumstances in which rulings shall or shall not be issued." The State Board of Education has not established such procedures nor published them in its rules.

6. Nevertheless, the Court concludes that, as a specific statute, N.C. Gen. Stat. § 150B-21.1 controls in this circumstance.

7. Pursuant to N.C. Gen. Stat. §§ 150B-21.1(c) and (c1), Plaintiff was entitled to file this declaratory judgment action and was not required to seek a declaratory ruling regarding the Temporary Rule prior to doing so.

8. Accordingly, the Court has jurisdiction over the subject matter of this action.

**B. Preliminary Injunction.**

9. "A preliminary injunction may be issued . . . [w]hen it appears by the complaint that the plaintiff is entitled to the relief demanded, and this relief, or any part thereof, consists in restraining the commission or continuance of some act the commission or continuance of which, during the litigation, would produce injury to the plaintiff." N.C. Gen. Stat. § 1-485(1). The purpose of a preliminary injunction is to preserve the *status quo* pending a final resolution of the merits. *A.E.P. Indus., Inc. v. McClure*, 308 N.C. 393, 400, 302 S.E.2d 754, 759 (1983)).

10. A preliminary injunction is an extraordinary measure, and should be

issued when the plaintiff shows (1) a likelihood of success on the merits, and (2) that it is likely to sustain irreparable loss unless the injunction is issued or, “if, in the opinion of the Court, issuance is necessary for the protection of plaintiff’s rights during the course of litigation.” *A.E.P.*, 308 N.C. at 401, 302 S.E.2d at 760-61.

11. Likelihood of success means a “reasonable likelihood[.]” *Id.*

12. An injury is irreparable if it is “real and immediate[.]” *Daimler Chrysler Corp. v. Kirkhart*, 148 N.C. App. 572, 586, 561 S.E.2d 276 (2002), but not necessarily “beyond the possibility of repair or possible compensation in damages[;]” rather, it is harm “to which the complainant should not be required to submit or the other party permitted to inflict, and is of such continuous and frequent recurrence that no reasonable redress can be had in a court of law.” *A.E.P.*, 308 N.C. at 407, 302 S.E.2d at 763 (emphasis in original).

13. The issuance of an injunction is “a matter of discretion to be exercised by the hearing judge after a careful balancing of the equities.” *State ex rel. Edmisten v. Fayetteville St. Christian Sch.*, 299 N.C. 351, 357, 261 S.E.2d 908, 913 (1980).

*i. Likelihood of success on the merits.*

14. All people, including public school athletes, own their names, images, and likenesses. The right for one to control the use of their name, image, or likeness is enforceable under North Carolina law. *See, e.g., Renwick v. News and Observer Publ’g Co.*, 310 N.C. 312, 322, 312 S.E.2d 405, 411 (1984) (North Carolina recognizes a claim for invasion of privacy by means of “appropriation, for the defendant’s advantage, of the plaintiff’s name or likeness[.]”).

15. Although the State Board has authority to make rules governing the administration to public schools, that power must comply with the limits imposed by applicable statutes. *See* N.C. CONST. art. IX, § 5 (providing that the State Board’s power to make rules governing the administration of public schools is “subject to laws enacted by the General Assembly.”) *Id.*; *see also* N.C. Gen. Stat. § 115C-12 (similar).

16. Our Supreme Court reiterated that point in *N. Carolina State Bd. of Educ. v. State*, 371 N.C. 149, 163, 814 S.E.2d 54, 63 (2018). In rejecting the State Board of Education’s argument that it was not required to submit its proposed rules to the North Carolina Rules Review Commission, the Court held that “a review of the history of the relevant amendments to the constitution does not indicate that the document’s framers intended that the State Board would have the unbridled power to adopt rules and regulations of its own volition.” *Id.* Instead, the State Board may only adopt rules in compliance with the applicable statutes. N.C. CONST. art. IX, § 5.

17. “When the language of a statute is clear and without ambiguity, it is the duty of [courts] to give effect to the plain meaning of the statute, and judicial construction of legislative intent is not required.” *Fid. Bank v. N.C. Dep’t of Revenue*, 370 N.C. 10, 18 (2017). “When interpreting a statute, a court must ‘give every word of the statute effect, presuming that the legislature carefully chose each word used.’” *State v. Daw*, 904 S.E.2d 765, 774 (N.C. 2024) (quoting *N.C. Dep’t of Corr. v. N.C. Med. Bd.*, 363 N.C. 189, 201, 675 S.E.2d 641 (2009)).

18. “Because the actual words of the legislature are the clearest manifestation of its intent, we give every word of the statute effect, presuming that

the legislature carefully chose each word used.” *N.C. Dep’t of Corr. v. N.C. Med. Bd.*, 363 N.C. 189, 201, 675 S.E.2d 641 (2009). “Thus, in effectuating legislative intent, it is our duty to give effect to the words actually used in a statute and not to delete words used or to insert words not used.” *Lunsford v. Mills*, 367 N.C. 618, 623, 766 S.E.2d 297 (2014).

19. Senate Bill 452 is unambiguous. It does not give the State Board unfettered discretion to promulgate any NIL rule it wishes or to decide whether public high school athletes should be allowed to license the use of their NIL at all. Rather, Senate Bill 452 directed the State Board to adopt rules related to use of a student’s name, image, and likeness through the imposition of rules or guardrails related to that use. The State Board of Education was not, however, authorized to altogether prohibit students’ use of their names, images, and likenesses.

20. Further, the Court “must be guided by the ‘fundamental rule of statutory construction that statutes *in pari materia*, and all parts thereof, should be construed together and compared with each other.” *Martin v. N.C. Dep’t Health & Hum. Servs.*, 194 N.C. App. 716, 719, 670 S.E.2d 629, 632 (2009) (quoting *Redevelopment Comm’n v. Sec. Nat’l Bank*, 252 N.C. 595, 610, 114 S.E.2d 688, 698 (1960)). In North Carolina, “[w]hen a legislative body includes particular language in one section of a statute but omits it in another section of the same Act, it is generally presumed that [the legislative body] acts intentionally and purposely in the disparate inclusion or exclusion.” *N.C. Dep’t of Revenue v. Hudson*, 196 N.C. App. 765, 768, 675

S.E.2d 709, 711 (2009) (internal quotation marks omitted) (quoting *Rodriquez v. United States*, 480 U.S. 522, 525, 107 S. Ct. 1391 (1987)).

21. When read as a whole, Senate Bill 452’s drafting adds express requirements and limitations the State Board must include on some rule categories, while others are drafted in a way that provides more rulemaking flexibility within the directive given by the General Assembly. *Compare, e.g.*, N.C. Gen. Stat. §§ 115C-407.55(1)(b)(1)-(2) *with id.* § 115C-407.55(c).

22. Given this, the General Assembly’s deliberate inclusion of “rules related to the use” indicates the General Assembly’s intent that public school athletes would make use of their names, images, and likenesses—otherwise, the General Assembly could have listed any number of limiting subparagraphs, as it had done elsewhere in Senate Bill 452.

23. Therefore, the Court concludes that Plaintiff, on behalf of F.B., has a substantial likelihood of succeeding on the merits of her claims that Senate Bill 452 directs the State Board of Education to adopt rules (i) that allow public school athletes to use their names, images, and likenesses for commercial purposes and (ii) put in place guardrails to regulate that use.

***ii. Irreparable harm.***

24. The Temporary Rule expressly provides that “[n]o student participating in interscholastic athletics shall enter into any agreement to use the student's name, image, or likeness” in the manners prescribed therein. 16 NCAC 06E .0208(b).

25. Therefore, the Temporary Rule prevents public school athletes not only from receiving compensation from the use of their names, images, and likenesses, but from entering into an agreement for that use in the first instance.

26. F.B. is restricted by the Temporary Rule from entering into at least two written offers to use his name, image, and likeness for commercial purposes in order to remain eligible to participate in interscholastic athletics at his public high school. The Temporary Rule is the only reason F.B. cannot enter into these agreements to use his name, image, and likeness.

27. This harm is real, immediate, and will continue absent an injunction enjoining the enforcement of the Temporary Rule.

28. The Court therefore concludes that F.B. will be irreparably harmed absent an injunction enjoining the enforcement of the Temporary Rule.

***iii. The public interest and balancing of the equities.***

29. Because the State Board exceeded its limited authority under Senate Bill 452 in adopting the Temporary Rule in a manner that restricted public school athletes' use of their names, images, and likenesses, Defendants will not be harmed by enjoining the enforcement of the Temporary Rule.

30. The Court concludes that the public interest is served by enjoining the enforcement of the Temporary Rule. The public has a clear interest in enjoining the effectiveness of administrative rules passed in excess of statutory authority, such as the Temporary Rule.

31. The Court further concludes that a balancing of the equities favors enjoining the enforcement of the Temporary Rule. The Temporary Rule conflicts with the clear directive of Senate Bill 452 and creates a disparity between interscholastic athletes who attend public schools and those who attend private schools in North Carolina. The latter may freely engage in the same activities the Temporary Rule forbids for public school athletes.

32. Therefore, the Court concludes that the public interest and a balancing of the equities is served by enjoining the enforcement of the Temporary Rule.

*iv. **The status quo ante.***

33. The Court concludes that issuance of a preliminary injunction enjoining the enforcement of the Temporary Rule preserves the *status quo*.

34. Prior to the Temporary Rule, public school athletes were not barred from using their names, images, or likenesses for commercial purposes.

35. Specifically, 16 NCAC 06E .0204, which was formerly the State Board's rule on interscholastic athletics participation, barred public school athletes from "receiving remuneration as a participant in an athletic contest," with limited exceptions. 16 NCAC 06E .0204(f) (2023). Similarly, Rule 1.2.16 of the North Carolina High School Athletics Association ("NCHSAA"), titled "Amateur Rule," also stated that "[a] student or team shall be rendered ineligible if the student or team . . . [a]ccepts money or otherwise receive remuneration for participation in an athletic contest." See NCHSAA 2023-24 Handbook, Section 1, Rule 1.2.16.

36. Neither the State Board's previous Rule nor the NCHSAA's Rule 1.2.16, however, applies to independent, private licensing or endorsement agreements, like the agreements available to F.B. for the use of his name, image, and likeness, which are unrelated to participation in an athletic contest.

37. If the *status quo* prior to the Temporary Rule was a prohibition on the use of name, image, and likeness, the General Assembly could have directed the State Board to adopt only a permanent rule for the 2025-26 school year and extended the existing hypothetical prohibition until the permanent rule went into effect. However, in directing the State Board to adopt a temporary interscholastic athletics participation rule allowing for students' use of their name, image, and likeness for the immediate 2024-25 school year, the General Assembly indicated that the *status quo* was not a prohibition on students' use of their names, images, and likenesses.

38. Therefore, the Court concludes that the *status quo* prior to the Temporary Rule was not a prohibition on students' use of their names, images, and likenesses.

### CONCLUSION

For the foregoing reasons, it is hereby ORDERED, ADJUDGED, and DECREED that the Plaintiff's Motion for Preliminary Injunction is GRANTED. Defendants are hereby ENJOINED from enforcing State Board of Education Policy ATHL-008 § (b), codified at 16 NCAC 06E .0208(b).

It is ORDERED that the State Board of Education's Proposed Permanent Rule, attached to this Order as Exhibit A, shall be in effect until expiration of this injunction.



**FILED**  
**06-20-2025**  
**CIRCUIT COURT**  
**DANE COUNTY, WI**  
**2025CV002039**  
**Honorable Stephen E**  
**Enike**  
**Branch 15**

STATE OF WISCONSIN

CIRCUIT COURT

DANE COUNTY

THE BOARD OF REGENTS OF THE  
UNIVERSITY OF WISCONSIN SYSTEM

Post Office Box 7857  
Madison, Wisconsin 53707-7857,

and

VC CONNECT, LLC  
150 E Gilman Street, Suite 5000  
Madison, Wisconsin 53703

Plaintiffs,

v.

Dane County Case No.:  
Class Code: 30106

UNIVERSITY OF MIAMI,  
1320 S Dixie Highway  
Coral Gables, Florida 33124

Defendant.

**COMPLAINT**

Plaintiffs, The Board of Regents of the University of Wisconsin System, on behalf of the University of Wisconsin-Madison (“UW-Madison”), and VC Connect LLC (“VC Connect” or “the Collective”), by and through their undersigned counsel, and for their complaint against the University of Miami (“Miami” or “Defendant”), allege and state as follows:

### **Executive Summary**

Division I college football programs compete fiercely on the field, and the competition off the field for talent is just as fierce. With student-athletes gaining the right to earn Name, Image, and Likeness (“NIL”) compensation and obtaining access to the Transfer Portal to change programs without compromising eligibility, the competition for talent is at a fever pitch. Now more than ever, it is imperative to protect the integrity and fundamental fairness of the game, including in connection with NIL contracts. Indeed, student-athletes’ newfound NIL rights will be rendered meaningless if third parties are allowed to induce student-athletes to abandon their contractual commitments.

“Student-Athlete A” was a star player on the Badgers’ 2024 football team. Due to his talent and the value of his NIL, Student-Athlete A was an important part of UW-Madison’s strategy for the 2025 season. Accordingly, at the conclusion of the 2024 season, UW-Madison and VC Connect offered, negotiated, and executed separate NIL contracts with Student-Athlete A, under which he would receive one of the most lucrative NIL financial commitments of any UW-Madison football player. Within days of contract execution, however, Miami knowingly induced Student-Athlete A to abandon his contractual commitments to Plaintiffs. As a result of Miami’s actions, Student-Athlete A abruptly left UW-Madison’s football program and enrolled at Miami, causing Plaintiffs to suffer substantial pecuniary and reputational harm. Miami’s actions are in direct contravention of not only the NCAA’s established anti-tampering rules—rules designed to maintain the integrity of the transfer process

and ensure fair competition among member institutions—but also established contract and tort law. Before Miami’s tampering, Student-Athlete A had been successful at UW-Madison, had repeatedly demonstrated his intent to continue at UW-Madison, and had signed binding NIL contracts with UW-Madison and the Collective. As a result of Miami’s actions, the written agreements with UW-Madison and the Collective were breached and each Plaintiff was harmed.

Miami’s wrongful conduct highlights the importance of applying longstanding legal principles to this new frontier to protect the interests of everyone involved. Plaintiffs UW-Madison and the Collective bring this case to address the respective harms each has incurred, and to protect their current and prospective contractual interests. Plaintiffs also hope that, during this watershed time for college athletics, this case will advance the overall integrity of the game by holding programs legally accountable when they wrongfully interfere with contractual commitments.

### **Factual Background**

The University of Wisconsin-Madison has a Division I (“DI”) college football team that is a member of the Big Ten Conference. DI is the highest level of college sports competition, and DI schools generate substantial revenue through ticket sales, broadcast rights, and merchandise, among other things.

The National Collegiate Athletic Association (“NCAA”) is a member-led organization, of which both UW-Madison and Miami are members. On June 30, 2021, the NCAA modified its rules to allow student-athletes to receive certain compensation from third parties for use of their NIL. Since then, NCAA rules have permitted third-

party organizations to enter into NIL agreements with student-athletes. The Collective is such a third-party entity, and it has entered into a variety of NIL agreements with UW-Madison student-athletes over the past several years.

In 2020, a group of student-athletes sued the NCAA to challenge restrictions on student-athletes' receipt of compensation for NIL. *See House v. NCAA*, Case Nos. 20-CV-03919 & 20-CV-045 27. On October 7, 2024, a United States District Court Judge in the Northern District of California (the "Court") preliminarily approved a settlement in the *House* case that would permit colleges to directly compensate student-athletes for use of their NIL through license agreements. Beginning in 2024, and contingent on the anticipated approval of the *House* settlement, NCAA schools, including UW-Madison, entered into NIL revenue sharing contracts with certain student-athletes for the 2025-26 school year and beyond. On June 6, 2025, as contemplated by the UW-Madison NIL revenue sharing agreements, the Court gave final approval to the *House* settlement.

The NCAA also has adopted various rules governing recruitment to create a fair recruiting environment and protect the well-being of student-athletes. Those rules govern what constitutes contact with a student-athlete as well as when and how schools may make such contact. Depending on the type and extent of any impermissible contact with a student-athlete, it could constitute tampering.

Relatedly, there are NCAA rules that govern the transfer process for student-athletes who are interested in joining another athletic program. In 2018, the NCAA created the Transfer Portal, a compliance tool that manages the student-athlete

transfer process. Twice each year, in April and December, football student-athletes may enter the Transfer Portal. Once a student-athlete has entered the Transfer Portal, other schools may reach out to the student-athlete about transferring to their institution. However, schools may not contact the student, directly or indirectly, until the student-athlete has entered the Transfer Portal. Once a student-athlete signs with another institution, that institution indicates in the Transfer Portal that the student-athlete has signed with the institution, and, thus, the student-athlete can no longer be contacted by other institutions.

### **The Parties**

1. The Board of Regents is an agency of the sovereign state of Wisconsin created by Wis. Stat. § 15.91. Its powers and duties are specified in Wis. Stat. § 36.11, and its responsibilities are specified in Wis. Stat. § 36.09. Such powers and duties include governance of the University of Wisconsin System, including the University of Wisconsin-Madison.

2. VC Connect, LLC is a third-party entity that supports NIL activities for student-athletes, and its business address is 150 E. Gilman Street, Suite 5000, Madison, Wisconsin 53703.

3. The University of Miami is a private University located at 1320 S. Dixie Highway, Coral Gables, Florida 33124.

### **Jurisdiction and Venue**

4. This Court has personal jurisdiction over Defendant pursuant to Wis. Stat. § 801.05(1)(d), Wis. Stat. § 801.05(3), and Wis. Stat. § 801.05(4)(a). This court has subject matter jurisdiction pursuant to WI Const. Art VII § 8.

5. The University of Miami is subject to this Court's jurisdiction because it maintains a local presence in the state of Wisconsin, including by communicating with Wisconsin-domiciled students (prospective, undergraduate, graduate and alumni). In addition, the University of Miami regularly conducts business with Wisconsin entities, and it has done business with UW-Madison.

6. The University of Miami is also subject to this Court's jurisdiction because it committed tortious acts within Dane County, Wisconsin that give rise to the claims set forth herein.

7. Venue is appropriate in Dane County pursuant to Wis. Stat. § 801.50(2)(a) because Plaintiffs reside here and activities giving rise to Plaintiffs' claims occurred in Madison, Wisconsin.

### **Factual Allegations**

8. Student-Athlete A is a student and DI college football player. As a high school player, Student-Athlete A garnered national attention from college scouts and recruiters, and he received offers from several colleges with DI football programs, including UW-Madison.

9. In August 2023, Student-Athlete A verbally committed to play for the UW-Madison football program. In December 2023, Student-Athlete A officially

signed a national letter of intent (“NLI”) with UW-Madison and was awarded a four-year scholarship that had substantial financial value.

10. In June 2024, Student-Athlete A arrived in Madison, Wisconsin for his freshman year and to participate in pre-season workouts and practices.

11. On August 30, 2024, Student-Athlete A earned playing time in the first game of the season against Western Michigan.

12. Student-Athlete A worked hard and continued to impress throughout his freshman season, playing in most games, and, by the last game of the 2024 season, he had earned a starting position.

13. Throughout Student-Athlete A’s freshman year, UW-Madison regularly demonstrated its commitment to him as a student and person by providing personal, housing, and academic support, in addition to supporting him as a football player.

14. Beginning in June 2024 and continuing through December 2024, the Collective paid Student-Athlete A substantial compensation for use of his NIL, including for public appearances and other promotional activities.

15. By the end of UW-Madison’s 2024 season on November 29, 2024, UW-Madison football leadership had turned their attention to ensuring the retention and commitment of key players, and their NIL, for the 2025 season.

16. On December 2, 2024, the first business day after the end of the season, UW-Madison football leadership scheduled meetings with certain student-athletes to discuss their future with the program and to make NIL compensation commitments to them.

17. Student-Athlete A was considered one of the cornerstones of the football program for the 2025 season, so UW-Madison prioritized meeting with him to discuss his future with the program, including NIL agreements.

18. On December 2, 2024, two members of the UW-Madison football program met with Student-Athlete A in-person to discuss his future in the UW-Madison program.

19. In recognition of Student-Athlete A's NIL value (and the attendant value to UW-Madison having him on its football team), Student Athlete A was presented two NIL-related contracts: a Memorandum of Understanding agreement with UW-Madison (the "University Contract"), and an NIL Licensing, Marketing, and Services agreement with VC Connect (the "Collective Contract") (collectively, "the Contracts").

20. The total NIL compensation set forth in the Contracts was significant and covered a two-year period, evidencing Plaintiffs' strong commitment to Student-Athlete A and the value of Student-Athlete A's NIL. Indeed, Student-Athlete A was offered one of the largest NIL financial commitments of any UW-Madison student-athlete.

21. At the December 2, 2024 meeting, the Contracts and their terms were explained to Student-Athlete A.

22. The University Contract between UW-Madison and Student-Athlete A contemplated NIL payments to commence in July 2025, conditioned on the Court's approval of the *House* settlement.

23. The University Contract granted UW-Madison an exclusive license to Student-Athlete A's NIL rights for a two-year period, such that Student-Athlete A could not grant any NIL rights to another institution without breaching the University Contract.

24. The University Contract also required Student-Athlete A to make important representations and warranties about his continued commitment to UW-Madison and its football program.

25. For example, Student-Athlete A warranted that he had not previously made, and would not make, any agreement that conflicted with the University Contract.

26. Student-Athlete A further represented that he would not make any similar commitment to enroll at or compete in athletics for another college or university; and that, following execution of the University Contract, none of Student-Athlete A, Student-Athlete A's family members, nor any representative acting on behalf of Student-Athlete A, would initiate contact with admission or athletics staff at other institutions in a way that conflicts with Student-Athlete A's commitments under the University Contract.

27. The Collective Contract would compensate Student-Athlete A during the period before the University Contract payments began, with the express expectation that University Contract payments would begin on July 1, 2025.

28. At the end of the December 2, 2024 meeting, Student-Athlete A expressed excitement for the 2025 football season as well as gratitude to UW-Madison for the NIL compensation package. He enthusiastically signed the Contracts.

29. Student-Athlete A also received a substantial payment, as previously agreed, from the Collective on December 2, 2024.

30. After signing the Contracts, Student-Athlete A finished out his first semester at UW-Madison by studying for, and completing, exams.

31. On December 9, 2024, the Transfer Portal opened for student-athletes across the country, including those at UW-Madison. The Transfer Portal period was to remain open until December 28, 2024.

32. As he prepared to go home for the holiday break, Student-Athlete A continued to demonstrate his commitment to the UW-Madison football program, including engaging in conversations about his workout regimen over winter break.

33. On December 12, 2024, Student-Athlete A voluntarily participated in promotional videos for the UW-Madison football program. Clad in Wisconsin Badgers' attire, Student-Athlete A described his most memorable play of the 2024 season, shared positive feelings about UW-Madison, expressed excitement for the 2025 season, and emphasized the "joy" and "brotherhood" that playing for UW-Madison provided him.

34. On December 13, 2024, at the request of Student-Athlete A's mother, Student-Athlete A was provided a hard copy of his signed University Contract to take home with him.

35. On December 15, 2024, Student-Athlete A left UW-Madison to return home to Florida for winter break. Before leaving, in an in-person conversation with his position coach, Student-Athlete A mentioned he was being contacted by other schools, but he reaffirmed that he was committed to UW-Madison.

36. At no point prior to Student-Athlete A leaving campus did he indicate, in word or deed, that he was thinking of entering the Transfer Portal.

37. On the morning of December 17, 2024, Student-Athlete A had a text message exchange with a member of UW-Madison's coaching staff regarding his desired UW-Madison uniform number for the 2025 season.

38. However, on the evening of December 17, 2024, everything changed. Student-Athlete A texted his UW-Madison position coach and requested a phone call.

39. In that telephone conversation, Student-Athlete A asked to be placed in the Transfer Portal. The sudden and unexpected request shocked and surprised UW-Madison and its coaching staff.

40. On December 18, 2024, Student-Athlete A followed up via text and offered a personal, family-related reason for wanting to enter the Transfer Portal. No mention was made of Student-Athlete A or his representatives being in contact with Miami personnel.

41. That day, and multiple days thereafter, UW-Madison football staff attempted to follow up to see if the situation could be rectified, but Student-Athlete A, his mother, and his former high school coach refused repeated requests to discuss the matter with UW-Madison football staff.

42. Instead, Student-Athlete A and his mother continued to demand that UW-Madison place Student-Athlete A in the Transfer Portal. In response to the demand, UW-Madison personnel reminded Student-Athlete A and his representatives that Student-Athlete A had signed binding NIL contracts with Plaintiffs, and absent further information, UW-Madison would not enter him into the Transfer Portal.

43. On December 21, 2024, following a telephone conversation with Student-Athlete A and his mother regarding UW-Madison's position that, due to the University Contract, it would not put Student-Athlete A into the Transfer Portal, Student-Athlete A's mother demanded that UW-Madison send Student-Athlete A another copy of the University Contract. UW-Madison obliged and emailed another copy of the University Contract that day.

44. Between December 21, 2024 and early January 2025, UW-Madison made additional efforts to speak with Student-Athlete A and his mother regarding Student-Athlete A performing his obligations as set forth in the University Contract. At no point did Student-Athlete A or his mother indicate that he was considering attending Miami or that he had been in contact with Miami personnel.

45. On December 21, 2024, a relative of Student-Athlete A contacted a UW-Madison coach and provided information that was inconsistent with Student-Athlete A's family-related rationale for seeking to transfer.

46. On January 13, 2025, Student-Athlete A unenrolled from UW-Madison and publicly announced that he was enrolling at Miami even though Miami's

applicable deadline for transfer applications for the spring semester had long since passed. Shortly thereafter, Student-Athlete A began to participate as a member of the Miami football program in official workouts.

47. Beginning on or about December 18, 2024 and continuing thereafter, UW-Madison obtained information indicating that on multiple occasions after December 2, 2024, and continuing into January 2025, Miami had impermissible contacts with Student-Athlete A and his representatives, including without limitation:

- a. Miami representatives communicated with Student-Athlete A and his family members, including an in-person December 2024 visit from a Miami coach and a prominent Miami alumnus to the Florida home of a relative of Student-Athlete A. The information related to the in-home visit was communicated to UW-Madison by a relative of Student-Athlete A on December 18, 2024;
- b. Miami representatives provided a compensation commitment if Student-Athlete A agreed to leave Wisconsin and play for Miami, including financial terms more lucrative than those included in the Contracts; and
- c. Miami representatives facilitated the enrollment of Student-Athlete A at Miami after the student transfer deadline had passed, thereby permitting enrollment in January 2025, well after the November 1, 2024 deadline for spring transfer enrollment.

48. Miami's conduct towards Student-Athlete A wasn't an isolated event, but was part of a broader pattern of Miami tampering with football student-athletes. For example, in late 2024, Miami continued to recruit a second student-athlete, "Student-Athlete B", even though Student-Athlete B had made a written commitment to another DI school in late 2024, and which commitment had been reflected in the Transfer Portal.

### COUNT I

#### **Tortious Interference with University Contract**

49. Plaintiff UW-Madison adopts by reference each and every one of the foregoing factual allegations set forth in paragraphs 1-48 above as if alleged in full in Count I.

50. Plaintiff UW-Madison had a valid contract with Student-Athlete A – the University Contract.

51. Pursuant to the University Contract, Student-Athlete A agreed to not play for another team or act contrary to the University Contract through January 2027.

52. Plaintiff UW-Madison thereby had lawful, valid, and enforceable expectations that Student-Athlete A would honor the terms of the University Contract from its effective date of December 2, 2024, through January 31, 2027.

53. The University of Miami, by and through agents of the Miami football program, has interfered with UW-Madison's University Contract by impermissibly contacting and tampering with Student-Athlete A, directly or indirectly.

54. On information and belief, Miami was aware of Student-Athlete A's contract with UW-Madison at the time of the interference.

55. Miami's interference was intentional, and it was not justified or privileged.

56. Miami's interference caused Student-Athlete A to breach the University Contract, resulting in great harm to UW-Madison.

57. Such harm includes, without limitation, loss of a student-athlete with valuable NIL rights who Plaintiff UW-Madison anticipated having in UW-Madison's program for the 2025 football season and beyond.

58. Further harms include the loss of financial benefits UW-Madison stood to receive from Student-Athlete A's continued participation in its football program.

## COUNT II

### **Tortious Interference with Collective Contract**

59. Plaintiff VC Connect adopts by reference each and every one of the foregoing factual allegations set forth in paragraphs 1-48 above as if alleged in full in Count II.

60. VC Connect had a valid contract with Student-Athlete A – the Collective Contract.

61. Pursuant to the Collective Contract, Student-Athlete A granted VC Connect a non-exclusive license for use of Student-Athlete A's NIL for promotion of VC Connect and its charitable partners through June 2025.

62. VC Connect thereby had lawful, valid, and enforceable expectations that Student-Athlete A would honor the terms of the Collective Contract from December 2, 2024, through June 30, 2025.

63. The University of Miami, by and through agents of the Miami football program, has interfered with the Collective Contract by impermissibly contacting and tampering with Student-Athlete A, directly or indirectly.

64. On information and belief, Miami was aware of Student-Athlete A's contract with VC Connect at the time of the interference.

65. Miami's interference was intentional, and it was not justified or privileged.

66. Miami's interference caused Student-Athlete A to breach the Collective Contract, resulting in great harm to VC Connect.

67. Such harm included loss of financial and promotional benefits VC Connect anticipated receiving by virtue of having a non-exclusive license to Student-Athlete A's NIL.

### COUNT III

#### **Tortious Interference with UW-Madison's Prospective Contracts**

68. Plaintiff UW-Madison adopts by reference each and every one of the foregoing factual allegations set forth in paragraphs 1-48 above as if alleged in full in Count III.

69. UW-Madison had a lawful and legitimate business relationship with Student-Athlete A.

70. As part of this relationship, it had a lawful, valid, and enforceable expectation that Student-Athlete A would continue his relationship with UW-Madison and would enter into and honor the terms of additional contracts with UW-Madison.

71. UW-Madison also had a reasonable expectation that Student-Athlete A would continue to participate as a member of its football program until at least the conclusion of the University Contract.

72. The University of Miami was, at all relevant times, aware of UW-Madison's relationship with Student-Athlete A, as he was a high-profile recruit and was publicly known to play for UW-Madison.

73. Miami interfered with UW-Madison's relationship with Student-Athlete A by making impermissible contact with him and engaging in tampering.

74. Miami's interference was intentional, and it was not justified or privileged.

75. Miami's interference caused Student-Athlete A to end his relationship with UW-Madison, thereby causing substantial harm to UW-Madison, which has now lost financial and other benefits it expected from its future contracts and continued relationship with Student-Athlete A.

**COUNT IV**  
**Tortious Interference with VC Connect's**  
**Prospective Contracts**

76. Plaintiff VC Connect adopts by reference each and every one of the foregoing factual allegations set forth in paragraphs 1-48 above as if alleged in full in Count IV.

77. VC Connect had a lawful and legitimate business relationship with Student-Athlete A.

78. As part of this relationship, VC Connect had a lawful, valid, and enforceable expectation that Student-Athlete A would continue his relationship with VC Connect and would enter into and honor the terms of additional contracts made with VC Connect.

79. VC Connect also had a reasonable expectation that Student-Athlete A would continue to permit VC Connect to use his NIL for promotional events, public appearances, and other purposes in furtherance of his relationship with VC Connect.

80. Miami interfered with VC Connect's relationship with Student-Athlete A.

81. On information and belief, Miami was aware of Student-Athlete A's relationship with VC Connect at the time of such interference.

82. Miami's interference was intentional, and it was not justified or privileged.

83. Miami's interference caused Student-Athlete A to end his relationship with VC Connect, thereby causing substantial harm to the VC Connect, which has

now lost financial and other benefits it expected from its future contracts and continued relationship with Student-Athlete A.

**COUNT V**  
**Declaratory Action Wis. Stat. § 806.04**

84. Plaintiff UW-Madison adopts by reference each and every one of the foregoing factual allegations set forth in paragraphs 1-48 above as if alleged in full in Count V.

85. Plaintiff UW-Madison seeks a declaratory judgment to resolve its dispute with Miami regarding what conduct is permissible when University of Miami's football program representatives attempt to interact with UW-Madison student-athletes who are not in the Transfer Portal and have entered into written agreements with UW-Madison.

86. UW-Madison has an interest in adjudicating this dispute to determine the parties' rights and obligations.

87. An actual case or controversy exists between UW-Madison and Miami regarding the parties' rights and obligations.

88. Pursuant to Wis. Stat. § 806.04, this Court is vested with the power to declare the rights and liabilities of the parties hereto.

89. A declaration from the Court that Miami's conduct directed towards Student-Athlete A constituted tampering will effectively terminate the parties' controversy.

**WHEREFORE**, UW-Madison and VC Connect respectfully request that this Court award:

- A. For Counts I and III, damages to Plaintiff UW-Madison in an amount sufficient to compensate it for the pecuniary and reputational harm it has suffered as a result of Miami's tortious conduct;
- B. For Counts II and IV, damages to Plaintiff VC Connect in an amount sufficient to compensate it for the harm it has suffered as a result of Miami's tortious conduct;
- C. For Count V, declaratory relief in the form of a declaration that Miami's conduct directed towards Student-Athlete A constituted tampering; and
- D. Any additional relief this Honorable Court deems proper and just.

#### **JURY DEMAND**

Plaintiffs demand a trial by jury.

Dated this 20th day of June, 2025

Respectfully submitted,

**KING & SPALDING, LLP**

*Electronically signed by Frances R. Fink*

Zachary T. Fardon (*pro hac vice* forthcoming)

Patrick M. Collins (*pro hac vice* forthcoming)

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VC Connect, LLC*

FILED  
06-20-2025  
CIRCUIT COURT  
DANE COUNTY, WI  
2025CV002039  
Honorable Stephen E  
Enke  
Branch 15

STATE OF WISCONSIN

CIRCUIT COURT

DANE COUNTY

THE BOARD OF REGENTS OF THE  
UNIVERSITY OF WISCONSIN SYSTEM  
Post Office Box 7857  
Madison, Wisconsin 53707-7857,

and

VC CONNECT, LLC  
150 E Gilman Street, Suite 5000  
Madison, Wisconsin 53703

Plaintiffs,

v.

Dane County Case No.:  
Class Code: 30106

UNIVERSITY OF MIAMI,  
1320 S Dixie Highway  
Coral Gables, Florida 33124

Defendant.

**SUMMONS**

THE STATE OF WISCONSIN, To each person named above as a Defendant:

You are hereby notified that the Plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within 20 days of receiving this summons, you must respond with a written answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is Dane County Courthouse, 215 S. Hamilton Street, Madison, WI

53703, and to Frances Fink, Plaintiff's attorney, whose address is 500 W. 2<sup>nd</sup> Street, Suite 1800, Austin, TX 78701. You may have an attorney help or represent you.

If you do not provide a proper answer within 20 days, the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated: June 20, 2025

*Electronically Signed by Frances R. Fink*

Frances R. Fink, SBN: 1119705

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