



**LEOPOLDUS
LAW**

THE ATHLETE, LLC BLUEPRINT · NIL EDITION

PLAYBOOK

**CRAFTING YOUR
BUSINESS EDGE
IN THE WORLD
OF SPORTS**

BRANDON LEOPOLDUS, ESQ.

Second Edition · Updated for the post-House NIL era · 2026

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**IN THE NIL ERA,
THE ONLY
AUTOGRAPH
YOU WANT TO
SEE IS ON A
DOCUSIGN.**

BRANDON LEOPOLDUS, ESQ.

Founder, Leopoldus Law, APC. Former professional baseball umpire.

HOW DO YOU TURN YOUR NAME INTO INCOME WITHOUT LOSING YOUR ELIGIBILITY?

Who is allowed to pay you, how much, and what has to be reported before the money moves? What happens to that money after it hits your account? And how do you build something with it that outlasts your playing career? If you are asking those questions, this playbook was written for you.

When I wrote the first edition of this book, an athlete's business entity was a professional's tool. The rules have since changed underneath everyone. The Supreme Court's decision in *NCAA v. Alston*, 594 U.S. 69 (2021), opened the door. The House settlement, approved in June 2025, knocked the door off its hinges: schools now pay athletes directly, a new College Sports Commission polices third-party deals, and every meaningful NIL agreement you sign gets reviewed before you can keep the money. Opportunity went up. So did the paperwork, the tax exposure, and the number of people who want a piece of what you earn.

The Athlete, LLC is how you meet that moment. It is the structure that lets you sign deals as a business, protect what you build, put family to work instead of on the payroll of your goodwill, and keep more of what you earn. This playbook walks you through all of it: what the entity is, how the 2026 NIL rules actually work, how the tax code treats you, which documents matter, and where the money comes from.

A note on how I practice. I umpired professional baseball before I ever practiced law. Five leagues. Seven playoff series. Two All-Star games. I have seen what happens to athletes who treat the business side as someone else's problem, and I built my practice so that never has to be your story. I am not here to make decisions for you. I am here to help you make them, and then help you execute.

Read this with your family and your advisors. Mark it up. Then get to work.

BRANDON LEOPOLDUS, ESQ.

Founder, Leopoldus Law, APC · Adjunct Professor of Sports Law, Loyola Law School, Los Angeles · Board Director, Sports Lawyers Association



**EVERY ATHLETE
IS A BUSINESS.**

**MOST JUST DON'T
OPERATE LIKE ONE.**

THE ATHLETE, LLC PLAYBOOK

TABLE OF CONTENTS

| | | |
|----------|---|-----------|
| | INTRODUCTION: THE NEW RULES OF THE GAME | 06 |
| | <i>The House settlement, the College Sports Commission, and what it means for you</i> | |
| 1 | STRATEGIC PLAYBOOK: THE ATHLETE, LLC | 11 |
| | <i>Maximizing value beyond the game</i> | |
| 2 | HARNESSING NIL: DEALS DONE RIGHT | 14 |
| | <i>The Athlete, LLC advantage under the post-House rules</i> | |
| 3 | MAXIMIZING YOUR PLAY: THE TAX GAME | 22 |
| | <i>Smart strategies for keeping what you earn</i> | |
| 4 | GAME PLAN: BUILDING IT RIGHT | 25 |
| | <i>Formation, the operating agreement, and the documents that protect you</i> | |
| 5 | SMART CHECKS: THE FINE PRINT | 31 |
| | <i>Insurance and the pitfalls that sink unprotected businesses</i> | |
| 6 | THE RIGHT STUFF: REVENUE ROUTES | 35 |
| | <i>Business planning, trademarks, camps, fan clubs, and social media</i> | |
| 7 | TEAM UP: FAMILY ON THE PAYROLL | 39 |
| | <i>Boosting growth by giving a leg up, the right way</i> | |
| 8 | THE HOME STRETCH: KEY TAKEAWAYS | 43 |
| | <i>Your Athlete, LLC checklist and next steps</i> | |
| — | POSTSCRIPT: YOUR NEXT PLAY | 47 |
| | <i>How to use this playbook, and how to reach us</i> | |

THE NEW RULES OF THE GAME

WHAT NIL MEANS IN 2026, AND WHY THE ATHLETES WHO TREAT IT LIKE A BUSINESS WIN

NIL stands for name, image, and likeness. It is your right to earn income from who you are: your name on a camp flyer, your face in an ad, your handle on a sponsored post. For most of a century, college athletes could not touch that money. Today it is a multi-billion-dollar market, and you are the product, the talent, and, if you do this right, the owner.

Three events built the market you are walking into. In 2021, the Supreme Court ruled against the NCAA in *NCAA v. Alston*, 594 U.S. 69 (2021), and within weeks the NCAA adopted an interim policy letting athletes in all three divisions earn NIL income. In 2025, a federal court approved the settlement in *House v. NCAA*, No. 4:20-cv-03919 (N.D. Cal. June 6, 2025), which did two enormous things: it let schools pay athletes directly through revenue sharing, and it created a new enforcement body, the College Sports Commission, to review third-party NIL deals. And through 2026, Congress has kept trying, and so far failing, to pass a single federal NIL statute, which means your deal still lives under a patchwork of settlement rules, NCAA rules, state law, and your school's own policy.

Here is what that patchwork means in practice. Your school can now share revenue with you directly, up to a cap that started at roughly \$20.5 million per school in year one and escalates annually. Any deal you sign with a third party for \$600 or more must be reported through NIL Go, the clearinghouse operated for the College Sports Commission, before you rely on the money. That platform asks two questions about every deal: does it serve a valid business purpose, and is the compensation within a reasonable range for an athlete with your market value? Deals with booster collectives get the hardest look. A deal that fails review can cost you the money, and a deal you hide can cost you your eligibility.

None of that should scare you. It should focus you. Compliance is not the obstacle to your NIL career. Compliance is the price of admission, and the athletes who treat it that way sign better deals with better partners. The rest of this playbook shows you how to build the structure that makes it routine: your own Athlete, LLC, run like the business it is.

DID YOU KNOW?

The NIL market was estimated at roughly \$1.67 billion in the final academic year before revenue sharing, and projections for the first year of the post-House era exceed \$2.5 billion. Athletes with professional representation have historically earned several times more per deal



FROM FORBIDDEN TO FRONT OFFICE

THE SHORT, FAST HISTORY OF ATHLETE COMPENSATION

THE BOTTOM LINE

Five years ago, taking money for an autograph could end your career. Today, the school itself can pay you. The rules will keep moving. The athletes who build a real business structure adapt; the ones who wing it become cautionary tales.

SEPT
2019

CALIFORNIA PASSES FAIR PAY TO PLAY

Cal. Educ. Code § 67456, the first state law guaranteeing college athletes the right to earn NIL income. Other states race to follow.

JUNE
2021

THE SUPREME COURT DECIDES ALSTON

NCAA v. Alston, 594 U.S. 69 (2021), holds that NCAA limits on education-related benefits violate the Sherman Act. Justice Kavanaugh's concurrence signals that broader compensation limits are on borrowed time.

JULY
2021

THE NCAA ADOPTS ITS INTERIM NIL POLICY

For the first time, student-athletes in all divisions can earn compensation for their name, image, and likeness.

JUNE
2025

THE COURT APPROVES THE HOUSE SETTLEMENT

Roughly \$2.8 billion in back damages, direct school-to-athlete revenue sharing capped at about \$20.5 million per school in year one, and a new independent enforcer, the College Sports Commission.

JULY
2025

THE CLEARINGHOUSE GOES LIVE

The College Sports Commission issues, then revises, guidance on booster-collective deals. Every third-party deal of \$600 or more now runs through NIL Go and must show a valid business purpose and a reasonable range of compensation.

2026

CONGRESS KEEPS SWINGING

The SCORE Act stalls in the House; the Protect College Sports Act of 2026 gets a Senate hearing. As of this edition, no federal NIL statute has passed, and state law still varies. Your compliance obligations depend on where you play.

WHAT'S IN IT FOR ME?

THE QUESTIONS EVERY ATHLETE ASKS FIRST

Q HOW CAN I EARN MONEY FROM MY NAME, IMAGE, AND LIKENESS?

A Endorsements, sponsored social posts, autograph signings, camps and clinics, merchandise, appearances, licensing your brand, and, at the college level, direct revenue sharing from your school. Compensation can be cash, product, or both. All of it is income, and all of it has rules attached.

Q DO I HAVE TO REPORT MY DEALS?

A Yes. Under the post-House rules, Division I athletes must submit any third-party NIL deal of \$600 or more through the NIL Go platform for review by the College Sports Commission. Your school and your state may impose additional disclosure requirements. Report before you spend.

Q WHAT IS A "VALID BUSINESS PURPOSE," AND WHY SHOULD I CARE?

A The College Sports Commission requires that a third-party deal use your NIL to promote a real good or service sold to the public for profit, at compensation in line with what similarly situated people earn. A payment dressed up as a deal, with no real promotion behind it, fails the test. Most early rejections failed here, not on the dollar amount.

Q ARE THE RULES THE SAME IN EVERY STATE, AND FOR HIGH SCHOOL ATHLETES?

A No. Most states now allow high school athletes to earn NIL income in some form, but several still prohibit it, and nearly all of them ban deals tied to athletic performance or enrollment. State law changes fast. Confirm your state's current rule and your athletic association's policy before you sign anything.

Q IS THERE A CAP ON WHAT I CAN EARN?

A There is no cap on the number of third-party deals you can sign or the total you can earn from them, so long as each deal clears review. School revenue sharing is capped at the institutional level. Your real limits are your market value, your time, and your eligibility. Protect all three.

Q SO WHERE DOES THE ATHLETE, LLC COME IN?

A The LLC is the machine that catches all of this: the entity that signs deals, holds your trademarks, pays your team, tracks deductible expenses, and separates your business from your personal life. Chapter 1 starts there.

THE NIL MARKET, BY THE NUMBERS

FIGURES REPORTED FOR THE 2024-25 AND 2025-26 ACADEMIC YEARS

\$2.5B+

Projected total NIL market in the first academic year of revenue sharing, up from an estimated \$1.67 billion the year before.

\$20.5M

Approximate per-school revenue-sharing cap in year one of the House settlement, escalating annually over the 10-year term.

\$600

The threshold at which a third-party NIL deal must be reported through the NIL Go clearinghouse for College Sports Commission review.

5.3x

How much more athletes with professional representation have earned annually compared to unrepresented peers, per Opendorse.

45+

States (plus D.C.) that allow high school athletes to earn NIL income in some form as of late 2025. A handful still prohibit it. Check yours.

15.3%

Self-employment tax rate on your net NIL earnings, before a dollar of federal or state income tax. Chapter 3 shows you what to do about it.

Sources for all figures appear on the Sources & Disclosures page at the end of this playbook. Market figures are estimates reported by third parties; treat them as directional, not gospel.

FIVE MOVES THAT BUILD LONG-TERM VALUE

WHAT THE REST OF THIS PLAYBOOK ADDS UP TO

1

DEVELOP A LONG-TERM STRATEGY

Your peak earning years may arrive before your degree does. A structure that captures today's income and converts it into assets, trademarks, camps, an audience, and savings, pays your bills long after the eligibility clock runs out.

2

START NOW

Every month you run NIL income through a personal account is a month of lost deductions, commingled funds, and unprotected risk. The entity is cheapest and most valuable at the beginning, not the end.

3

PROTECT THE ELIGIBILITY THAT FUNDS EVERYTHING

Reporting deadlines, state law, school policy, and the College Sports Commission's review are the rails your business runs on. One skipped disclosure can cost more than every deal you have ever signed.

4

HAVE A TAX MANAGEMENT STRATEGY

NIL income arrives with no withholding and a 15.3 percent self-employment tax before income tax starts. The athletes who plan at the deal keep more than the athletes who discover the bill in April.

5

BUILD A REAL ADVISORY TEAM

An attorney who reads every contract, a CPA who runs the tax machine, and a brand advisor who fills the pipeline. Paid professionals with duties to you, not favors from friends of the family.

DID YOU KNOW?



Athlete-agent relationships are regulated too. Federal law and state athlete-agent statutes impose registration and disclosure requirements on the people who represent you, and California's Miller-Ayala Act sets its own rules. Before anyone negotiates on your behalf, verify they are registered to do it. An unregistered "advisor" is a red flag with a briefcase.

1

CHAPTER ONE

**STRATEGIC PLAYBOOK:
THE ATHLETE, LLC**

Maximizing value beyond the game

THE ATHLETE, LLC: VALUE BEYOND THE GAME

WHAT IT IS, WHY IT EXISTS, AND WHAT IT DOES FOR YOU

You already run a business. The moment you signed your first NIL deal, or cashed your first camp check, you became a company of one: revenue, expenses, contracts, taxes, and risk. The only question is whether that business has a structure, or whether it is running through your personal checking account and hoping for the best.

The Athlete, LLC is a limited liability company built around the specific demands of an athlete's career. A standard LLC separates business assets from personal assets. The Athlete, LLC goes further: it is designed to hold and monetize your intellectual property, receive your NIL and endorsement income, employ your team, and survive the transition from your playing career to whatever comes next. It addresses the two inefficiencies that quietly drain athlete wealth: unnecessary tax liability and unprotected personal risk.

/ FOUR ADVANTAGES, ONE STRUCTURE

TAX EFFICIENCY

Business expenses that are not deductible to you personally become deductible to the LLC. Training, travel, equipment, legal fees, and agent fees run through the business, so you keep more of what you earn. Chapter 3 covers this in detail.

EMPOWERMENT OVER HANDOUTS

The LLC converts the people asking you for money into people working for your money. Real jobs, real paychecks, real skills. Chapter 7 shows how.

EARLY BUSINESS EDUCATION

Running an LLC while you compete gives you a head start on the skills every athlete needs when the playing days end: budgeting, hiring, negotiating, and reading a contract before signing it.

COST-EFFECTIVE ENTRY

Formation costs are modest against what the structure protects. For an athlete with real NIL income, the LLC typically pays for itself in the first tax year.

The goal is simple: own the business of you. For the student-athlete, the timing question answers itself. Your name has commercial value right now, while you are on a roster and in the highlight reel. Waiting until you turn professional, or until the deals get big, means running your highest-visibility years through the least protective structure available: you, personally. The athletes who build the entity early capture the growth inside a protected, tax-efficient wrapper.

This playbook is aimed at you and the people who advise you. Use it as a working

/ LLC, CORPORATION, OR NOTHING AT ALL?

Not every athlete needs an entity on day one, and not every entity should be an LLC taxed the default way. The honest comparison looks like this.

NO ENTITY

You report NIL income on a personal return, Schedule C. Workable for small, occasional income. No liability protection, no structural planning, and your name is the counterparty on every contract.

THE LLC

The default play. Liability separation, flexible management, clean books, and the ability to hold IP and employ your team. Taxed as a pass-through unless you elect otherwise.

LLC + S ELECTION

At higher income levels, electing S corporation treatment can reduce self-employment tax, but it requires payroll, a reasonable-compensation analysis, and discipline. Made casually, the election creates more problems than it solves.

THE CORPORATION

Rarely the right first move for an athlete's operating business, but occasionally right for specific ventures. If someone leads with "you need a C corp," ask them why twice.

The structure question deserves an hour with an attorney and a CPA who know athlete businesses. The answer depends on your income, your state, your sport, and your plans. What it never depends on is what worked for a teammate.

DID YOU KNOW?



You do not need an LLC to receive NIL income. Plenty of athletes report it on a personal return, and for small dollar amounts that can be fine. The entity earns its keep as the dollars grow: liability protection, cleaner books, contract credibility, and structural tax planning that a personal return cannot give you.

2

CHAPTER TWO

HARNESSING NIL: DEALS DONE RIGHT

The Athlete, LLC advantage under the post-House rules

PROFESSIONALIZE THE BRAND, PROTECT THE ELIGIBILITY

RUNNING YOUR NIL CAREER THROUGH AN ENTITY BUILT FOR IT

Every NIL deal is a contract, and every contract has a counterparty who negotiated it for their benefit, not yours. The Athlete, LLC puts a professional structure between you and that counterparty: deals flow to the entity, money flows through books that a CPA can defend, and your personal assets stay out of reach when a deal goes sideways.

/ A LEGAL ENTITY FOR NIL MANAGEMENT

When your LLC signs the deal, three things improve immediately. **Negotiating leverage:** sponsors treat a business counterparty more seriously than a teenager with a personal Venmo. **Liability separation:** if a campaign triggers a dispute, the claim points at the entity, not your savings. And **record-keeping:** contracts, invoices, and payments live in one place, which matters when the College Sports Commission, the IRS, or a future professional team asks questions.

/ NIL GO AND THE VALID BUSINESS PURPOSE TEST

Since July 2025, third-party deals of \$600 or more must be submitted through NIL Go before you rely on the money. The College Sports Commission applies two tests. First, the **valid business purpose test:** your NIL must promote a real good or service that is sold to the public for profit. Second, the **range of compensation test:** your pay must be commensurate with what similarly situated individuals with comparable NIL value earn. Deals with booster collectives draw the closest scrutiny, and in the Commission's early enforcement, most rejected deals failed the business-purpose test rather than the compensation test.

Structure your deals to pass on the first submission. That means real deliverables spelled out in the contract: the posts, the appearances, the usage rights, and the term. It means compensation you can benchmark. And it means paper. A one-line agreement that says a company will pay you \$25,000 for "brand ambassadorship" is an invitation for rejection. A contract that specifies eight posts, two appearances, a usage license, and a benchmark for the fee is a deal a reviewer can approve.

NON-NEGOTIABLES BEFORE YOU SIGN

Know your state law and your school's policy. Disclose on time, every time. Never sign a deal contingent on enrollment, transfer, or on-field performance. Never let anyone, including a collective, tell you that reporting is optional. Your eligibility is the asset that makes every other asset possible

TWO PAYCHECKS, TWO RULEBOOKS

SCHOOL REVENUE SHARING AND THIRD-PARTY NIL ARE NOT THE SAME THING

The post-House athlete can be paid from two directions at once, and the rules, the paperwork, and the planning differ for each. Confusing them is how athletes miss disclosures and overpay taxes.

PAYCHECK ONE

REVENUE SHARING FROM YOUR SCHOOL

WHO PAYS

The institution itself, under the House settlement's injunctive relief.

THE CAP

Institutional, not individual: roughly \$20.5 million per school in year one, rising annually over the 10-year term. Your school allocates it across sports and rosters.

YOUR LEVERAGE

The allocation conversation, not a clearinghouse. Duration, what you grant, and what happens if you transfer or get hurt are all negotiable.

THE PAPERWORK

A contract with your school. Read it like one, because it is one.

PAYCHECK TWO

THIRD-PARTY NIL

WHO PAYS

Brands, businesses, collectives, and anyone else who wants your name attached to their product.

THE CAP

None, deal by deal, so long as each deal clears review. Your market sets the ceiling.

THE GATEKEEPER

NIL Go and the College Sports Commission for deals of \$600 or more: valid business purpose, reasonable range of compensation, and the closest scrutiny for collective deals.

THE PAPERWORK

Your contract, your disclosure, your tax planning. This is the lane where the Athlete, LLC does its heaviest lifting.

WHY THE DISTINCTION MATTERS

Both checks are taxable income with no withholding, and both belong in your tax plan. But only the third-party lane runs through the clearinghouse, and only the third-party lane can be structured through your entity from day one. Know which check you are looking at before you sign, spend, or post about it.

/ TAX PLANNING STARTS AT THE DEAL, NOT IN APRIL

NIL income is self-employment income. Nobody withholds taxes from it, and the IRS treats you like any other independent contractor. Channeling deals through the LLC lets you categorize deductible expenses as they happen: training, travel to appearances, equipment, content production, and professional fees. Chapter 3 covers the full tax game; the point here is that the entity is what makes that game playable.

/ BUILD THE ADVISORY TEAM BEFORE YOU NEED IT

An athlete with real NIL income needs three professionals: an attorney who reads every contract before signature, a CPA who handles quarterly estimates and entity taxes, and a marketing or brand advisor who fills the pipeline. Not one of them should be a family friend doing it as a favor. Your business affairs deserve the same rigor as your training.

/ HIGH SCHOOL ATHLETES: A DIFFERENT MAP

Most states now permit high school NIL in some form, but several still prohibit it, and permitted states impose their own guardrails: parental consent, no use of school marks, no deals tied to performance or recruitment. If you are a high school athlete, or the parent of one, the first call is not to a brand. It is to someone who can tell you what your state and your athletic association currently allow, because the answer changes year to year.

/ THE LONG GAME

Your NIL window is not your career. It is the funding round for your career. Structure the LLC so today's deals build tomorrow's assets: trademarks you own, an audience you control, camps that carry your name, and financial literacy you learned while the stakes were survivable. The athletes who treat NIL income as seed capital, rather than spending money, walk out of school owning something.

**ELIGIBILITY FIRST. PAPER
EVERYTHING. DEPOSIT
SECOND.**

THE DEAL THAT DIDN'T HAPPEN

PROBLEM

A high-profile student-athlete client was offered a six-figure NIL deal from a fast-growing financial technology company. The offer was well above market, the brand was everywhere, and everyone around the athlete wanted it signed that week.

CONTEXT

The proposed agreement required the athlete to promote financial products to the public. It contained no disclaimers about the products, no compliance review of the marketing claims, and an indemnity clause that put the risk of the company's own advertising on the athlete.

STRATEGY

We insisted on essential disclaimers, a right to review every piece of content using the athlete's name and likeness, and a rewritten indemnity. We benchmarked the fee, documented the deliverables, and told the company the deal would be signed on those terms or not at all.

SOLUTION

The company refused. We walked. Months later, the company collapsed in a fraud scandal that swallowed several athletes and celebrities who had endorsed it, some of whom faced lawsuits from investors. My client lost a paycheck and kept a career. That is the trade every time.

Composite case study. Facts are drawn from real matters and altered to protect client confidentiality. No client is identifiable from this description.

DID YOU KNOW?



An endorsement can create liability for the endorser. Athletes who promoted certain failed companies have been named in investor lawsuits alleging they helped sell the product. Disclaimers, content approval rights, and a properly drafted indemnity clause are not lawyer decoration. They are the difference between a bad headline for the brand and a lawsuit for you.

READ IT LIKE COUNSEL

THE TEN PROVISIONS THAT DECIDE WHETHER A DEAL IS GOOD

The headline number is the least important term in the contract. Sponsors know athletes read the fee and skim the rest. The ten provisions below are the rest, and they are where good deals are won and bad deals are survived.

1 TERM AND TERRITORY. How long, and where. A two-year worldwide license for a one-campaign fee is a bad trade dressed as a big check.

2 DELIVERABLES. Exactly what you owe: how many posts, which platforms, how many appearances, how many hours. Vague deliverables become unlimited deliverables.

3 EXCLUSIVITY. The most expensive word in the agreement. Category exclusivity with one shoe brand can block every other shoe, apparel, and sometimes retail deal for the term. Price it accordingly or narrow it.

4 USAGE RIGHTS. What they can do with your name, image, and content, and for how long after the deal ends. Perpetual usage rights mean your face sells their product forever, for free.

5 IP OWNERSHIP. Who owns the content created under the deal. Your LLC should own or license back anything built on your likeness.

6 PAYMENT TERMS. When the money actually arrives, and what happens when it is late. Net-90 with no interest is an interest-free loan from you to a corporation.

7 MORALS CLAUSES. They can terminate for your conduct; almost none let you terminate for theirs. Make the clause mutual. If the brand implodes, you need the same exit they have.

8 INDEMNITY. Who pays when something goes wrong. You should never indemnify a company for its own product claims or advertising. See the case study one page back.

9 TERMINATION. The exits, for both sides, and what survives them: payment for work performed, usage wind-down, and confidentiality.

10 GOVERNING LAW & DISPUTES. Which state's law, and courtroom or arbitration. It reads like boilerplate until the day it is the whole ballgame.

**IF YOU CANNOT EXPLAIN A
CLAUSE,
YOU CANNOT SIGN IT. **YET.****

WALK-AWAY SIGNALS

IF YOU SEE THESE, SLOW DOWN. IF YOU SEE SEVERAL, LEAVE.

-
- **PRESSURE TO SIGN THIS WEEK.** Legitimate brands survive a lawyer's review. Deals that expire before counsel can read them are designed that way.

 - **"DON'T WORRY ABOUT REPORTING IT."** Anyone who tells you disclosure is optional is volunteering your eligibility, not theirs.

 - **COMPENSATION WITH NO DELIVERABLES.** A payment without real promotional work behind it fails the valid business purpose test and invites clawback.

 - **DEALS TIED TO ENROLLMENT, TRANSFER, OR PERFORMANCE.** Prohibited in the college framework and in nearly every high school state. No exceptions worth your career.

 - **AN UNREGISTERED "AGENT" OR "ADVISOR."** Athlete-agent laws exist because this movie has been made before. Verify registration before anyone negotiates for you.

 - **FEES CARVED OFF THE TOP.** Percentages above market, or paid to people who did not source or service the deal. Know who is getting paid, and for what.

 - **PERPETUAL OR IRREVOCABLE ANYTHING.** Rights that never end need prices that reflect forever. Almost no NIL deal pays forever money.

 - **CONFIDENTIALITY FROM YOUR OWN ADVISORS.** A contract you cannot show your attorney is a confession with a signature line.
-

THE ONE-SENTENCE RULE

Before you sign anything, you should be able to say in one sentence what you must do, what you will be paid, when the deal ends, and what they can do with your name after it does. If you cannot, the contract is not ready. Or you are not.

TALK THE TALK: AN NIL GLOSSARY

THE VOCABULARY OF THE POST-HOUSE ERA, IN PLAIN ENGLISH

/ NIL

Name, image, and likeness. Your right to earn income from your identity: endorsements, appearances, content, merchandise, and licensing.

/ REVENUE SHARING

Direct payments from a school to its athletes, capped at the institutional level (roughly \$20.5 million per school in year one, escalating annually).

/ NIL GO

The clearinghouse platform where Division I athletes submit third-party deals of \$600 or more for review before relying on the money.

/ RANGE OF COMPENSATION

The CSC's second test: your pay must be commensurate with what similarly situated individuals with comparable NIL value earn.

/ FAIR MARKET VALUE

What an arm's-length buyer would pay for the same promotion from someone with your reach. The benchmark behind the range-of-compensation test, and defensible family wages too.

/ ATHLETE-AGENT LAWS

Federal and state statutes (in California, the Miller-Ayala Act) that regulate who may represent athletes and how. Registration is the floor, not a formality.

/ QUARTERLY ESTIMATES

The four prepayments the IRS expects from people with untaxed income. Miss them and the penalty meter runs.

/ HOUSE SETTLEMENT

The 2025 settlement of *House v. NCAA*: roughly \$2.8 billion in back damages, direct school-to-athlete revenue sharing, and a new enforcement structure for third-party deals.

/ COLLEGE SPORTS COMMISSION

The independent body created after the House settlement to enforce the third-party NIL rules, led by a former federal prosecutor.

/ VALID BUSINESS PURPOSE

The CSC's first test: your NIL must promote a real good or service sold to the public for profit. Payments dressed as deals fail here.

/ COLLECTIVE

A donor-funded organization, typically tied to one school's fan base, that pools money for NIL deals. Post-House, collectives face the strictest deal review.

/ GROUP LICENSING

Programs that bundle many athletes' rights together, common in leagues with players associations and growing in college. Read what you have already committed before licensing it again.

/ SCHEDULE C

The IRS form where self-employment income and expenses land on a personal return. Where your NIL income lives until an entity gives it a better address.

/ OPERATING AGREEMENT

Your LLC's constitution: management, money, and what happens when something goes wrong. Chapter 4 covers the athlete-specific provisions.



3

CHAPTER THREE

MAXIMIZING YOUR PLAY: THE TAX GAME

Smart strategies for keeping what you earn

THE TAX CODE REWARDS STRUCTURE. USE IT.

WHY THE 2018 REFORM MADE THE LLC THE ATHLETE'S DEFAULT PLAY

Congress rewrote the federal tax code in 2018, and athletes lost. The reform phased out the personal deductions athletes had relied on for decades: agent fees, training costs, personal legal expenses, and most state tax deductions. Those deductions did not disappear. They moved. They now live inside business entities, available to the athlete who owns one and invisible to the athlete who does not.

The strategy writes itself: if the code is architected to benefit business owners, become one. The work I do for athlete clients did not change after 2018. The wrapper did. Expenses that once appeared on a personal return now run through the Athlete, LLC, where they belong, with an attorney and a CPA coordinating so that every legitimate deduction gets captured and nothing aggressive gets invented.

/ WHAT SELF-EMPLOYMENT ACTUALLY COSTS YOU

NIL and endorsement income is self-employment income. That means no employer withholding, a 15.3 percent self-employment tax on net earnings up to the annual Social Security wage base (plus the Medicare portion above it), federal and state income tax on top, and quarterly estimated payments to the IRS. An athlete who spends the whole check learns this in April, with penalties. An athlete with an LLC and a CPA learned it at the deal.

/ WHAT THE LLC DEDUCTS

TRAINING & PERFORMANCE

Coaching, facility fees, and equipment used to produce the income your business earns.

PROFESSIONAL FEES

Attorney, CPA, agent, and brand advisors engaged by the entity.

PERSONNEL

Wages paid to employees of the LLC, including family members doing real work at market rates. Chapter 7 covers the rules.

TRAVEL

Transportation and lodging for appearances, camps, shoots, and business meetings.

CONTENT & MARKETING

Production costs, editing, photography, and advertising for your brand.

Documentation is the whole game. A deduction you cannot substantiate is a deduction you do not have. The LLC's separate bank account, bookkeeping, and expense records are what turn "I think that was for training" into a defensible return.

/ THE MULTISTATE PROBLEM

Athletes earn income where they perform. States know it, and many of them tax visiting athletes on the portion of income earned in-state, the so-called jock tax. Your NIL income can raise the same issue when deals, appearances, and camps cross state lines. The LLC does not make multistate tax disappear, but it centralizes the records that let your CPA allocate income correctly instead of guessing under audit.

/ SHIELDING OFF-FIELD INCOME FROM TOP RATES

Athletes in major leagues, and increasingly the best-compensated college athletes, sit in the top brackets. The Athlete, LLC gives your advisors room to plan: timing income, electing how the entity is taxed, paying reasonable wages to real employees, and capturing every business deduction. Structure choices, including whether the LLC should elect S corporation treatment, carry real tradeoffs and require a reasonable-compensation analysis. Make those choices with a CPA who has done it for athletes before, not because someone in a group chat said it saves money.

PLAN AT THE DEAL. NOT IN APRIL.

/ THE TAX SEASON CHECKLIST

-
- SEPARATE ACCOUNT.** Every business dollar in and out of the LLC's account. No commingling. Ever.

 - QUARTERLY ESTIMATES.** Calendar the four IRS due dates and the state equivalents. Automate the transfers.

 - SET-ASIDE RATE.** Park a fixed percentage of every deal for taxes the day the payment lands. Your CPA sets the rate; you never touch the reserve.

 - EXPENSE LOG.** Receipts and business purpose recorded within the week, not reconstructed in March.

 - IN-KIND INCOME.** Free product, gift cards, and trade are taxable at fair market value. Log them like cash.

 - MULTISTATE MAP.** Track where you earned what. Appearances, camps, and shoots by state.

 - ANNUAL ENTITY REVIEW.** Once a year, ask whether the current structure still fits the income. Entities are not tattoos; they can change.
-

DID YOU KNOW?

Starting with tax year 2026, the 1099 reporting threshold rises to \$2,000. Do not read that as an exemption. Every dollar of NIL income is taxable whether or not a form arrives in the mail, and net self-employment earnings above \$400 trigger self-employment tax. The form is the payer's paperwork. The tax is yours.



4

CHAPTER FOUR

GAME PLAN: BUILDING IT RIGHT

Formation, the operating agreement, and the documents that protect you

FORMATION IS A FILING. PROTECTION IS A PRACTICE.

THE PAPERWORK THAT SEPARATES A REAL BUSINESS FROM AN EXPENSIVE FOLDER

Anyone can form an LLC online in twenty minutes. That is exactly the problem. The filing creates the entity; it does not create the protection. Protection comes from doing the unglamorous parts correctly: the licenses, the tax registrations, and above all the internal documents that courts actually read when someone comes after your assets.

/ FIRST DOWNS: THE FORMATION SEQUENCE

1

ARTICLES OF ORGANIZATION

Filed with the state, plus the state's periodic information statement.

2

EIN FROM THE IRS

Required even before you hire anyone. Banks will not open the account without it.

3

BUSINESS LICENSES

And local registrations for every city and county where the LLC operates.

4

DEDICATED BANK ACCOUNT

Opened in the LLC's name, funded, and used exclusively for the business.

5

OPERATING AGREEMENT

Drafted for an athlete-owner, not downloaded from a template farm.

THE PAPER CUT THAT KEPT BLEEDING

PROBLEM

A high-profile athlete formed an LLC, opened for business, and started running camps and appearances through it. Two years later, collection notices arrived: accumulated fines, penalties, and interest from a city the athlete had never thought of as home base.

CONTEXT

The formation filing was fine. What was missing was everything after it: the local business licenses in the cities where the LLC actually operated, and an EIN obtained at the right time. Small omissions, compounding quietly.

STRATEGY

We reconstructed the operating history, registered the entity properly in every jurisdiction it touched, negotiated the penalty stack down, and built a compliance calendar so renewals could never silently lapse again.

SOLUTION

The fines got resolved. The lesson got expensive first. Formation is not a one-day event; it is a checklist with renewal dates. Run the checklist and the LLC protects you. Skip it and the LLC becomes a liability with your name on it.

Composite case study. Facts are drawn from real matters and altered to protect client confidentiality. No client is identifiable from this description.

**FORMATION IS NOT A ONE-DAY
EVENT.
IT IS A CHECKLIST WITH
RENEWAL DATES.**

YOUR LLC'S CONSTITUTION DESERVES BETTER THAN A TEMPLATE

TWO ATHLETE-SPECIFIC PROVISIONS THAT DO HEAVY LIFTING

The operating agreement is the constitution of your LLC: who manages it, how money moves, and what happens when something goes wrong. A generic template answers none of the questions that matter to an athlete-owner. Two provisions in particular earn their drafting fees.

/ THE AUTOMATIC SINGLE-TO-MULTI-MEMBER TRIGGER

A single-member LLC is the most vulnerable form of the entity. If a court judgment lands on you personally, a court can reach into a single-member LLC and force distributions to satisfy it. The trigger provision converts the LLC from single-member to multi-member management automatically when a defined legal threat appears. In a multi-member LLC, a court cannot compel distributions that would damage the other members who are not part of the lawsuit.

The provision only works if the bench is ready. Identify and vet the standby members in advance, choose people whose interests align with yours, and paper their roles so the conversion happens fast and clean. Done right, the trigger lets you fight a personal legal battle without your business becoming the war chest the other side is fighting for.

/ THE ANTI-DISTRIBUTION PROVISION

The companion clause restricts the LLC from distributing funds to a member while that member faces defined conditions: active litigation, an outstanding judgment, or similar exposure. The effect is blunt and useful. Creditors who cannot reach the LLC's funds settle differently than creditors who can. Paired with the conversion trigger, the anti-distribution provision keeps the business intact while the personal storm passes.

WHY THIS MATTERS FOR YOU

Public visibility attracts claims. Athletes get sued more often, and for more money, than private citizens with the same net worth. These provisions exist so that one bad night, one car accident, or one opportunistic lawsuit cannot reach everything you have built. That is not paranoia. That is roster depth.

BRANDING THE WIN: THE IP LICENSE

YOUR NAME IS THE ASSET. LICENSE IT LIKE ONE.

The most valuable thing your LLC will ever touch is you. The Intellectual Property License Agreement between you and your Athlete, LLC governs how the entity uses your name, image, likeness, logos, and slogans. It deserves the same drafting care as any deal with an outside brand, because it is the foundation every outside deal stands on.

/ EXCLUSIVE OR NON-EXCLUSIVE: KNOW YOUR LANE

Athletes in leagues with collective bargaining agreements may find some NIL rights already committed through the players association's group licensing programs. Athletes in individual sports, and most student-athletes, control their rights outright and can license them exclusively to the LLC, subject to school, conference, and league rules. Map what you actually control before you license anything.

/ THE AUTOMATIC REVERSION CLAUSE

Draft the license so that if the LLC faces litigation that does not involve you directly, the rights revert to you automatically. Your reputation and marketability should never sit inside a defendant. When the entity's legal trouble is the entity's alone, your brand walks out the door intact, and the license resumes when the coast is clear.

/ LOGOS, SLOGANS, AND TRADEMARKS

Develop your marks, register them, and license them to the LLC exclusively, with reversion on defined events such as litigation or a sale of the company. Exclusive rights make the LLC more valuable. Reversion keeps you in control of your own name for life. Both belong in the same document, drafted once and drafted right.

DID YOU KNOW?



A federal trademark registration takes months, and rights improve the earlier you file. If your nickname, logo, or catchphrase has commercial traction, filing before it goes viral is dramatically cheaper than the dispute after. Ask the athletes who watched someone else register their own nickname.

TEAMWORK ON PAPER: EMPLOYEES, CAMPS, AND REAL ESTATE

THE OPERATIONAL DOCUMENTS THAT KEEP THE MACHINE OUT OF COURT

/ THE EMPLOYEE HANDBOOK AND EMPLOYMENT AGREEMENTS

The moment the LLC hires anyone, especially family, it needs two documents. The employee handbook sets the policies: state and local requirements, job roles, conduct, and performance standards. Individual employment agreements set the deal: compensation, hours, benefits, and confidentiality. Formalizing a cousin's job feels awkward exactly once. Untangling an undocumented family employment dispute feels awkward forever.

/ SPORTS CAMPS: THE PAPERWORK BEHIND THE WHISTLE

DBA FILING. Operate the camp under its own name, tied to your brand, without forming a separate entity or new tax complexity.

LIABILITY WAIVER. Tailored to the actual activities and hazards of your camp. Courts scrutinize waivers involving minors, so a generic form is false comfort.

PARTICIPANT APPLICATION. Your screening and risk tool: skill level, medical information, and emergency contacts, collected before day one.

COACHES AGREEMENTS. Define roles, terms, and the correct classification of each coach as employee or independent contractor. Misclassification is where camp economics go to die.

/ REAL ESTATE INSIDE THE LLC

The Athlete, LLC can hold and manage real estate, and for many athletes it should. Property held by the entity gains privacy: your home address stops being a matter of public curiosity. It gains tax treatment: leasing deductions and credits unavailable to a personal owner. The mechanics matter. A lease agreement between the LLC and the occupant, even when the occupant is you, and sublease agreements when the LLC leases to third parties, keep the structure real in the eyes of a court and the IRS. A structure that exists only on paper protects you only on paper.

5

CHAPTER FIVE

SMART CHECKS: THE FINE PRINT

Insurance and the pitfalls that sink unprotected businesses

INSURANCE IS NOT OVERHEAD. IT IS THE OFFENSIVE LINE.

COVERAGE BUILT FOR A BUSINESS WHOSE OWNER IS FAMOUS

Your public profile is a business asset and a litigation magnet at the same time. The Athlete, LLC must carry the same coverage as any serious business, sized for the reality that plaintiffs sue famous defendants for more money, more often. Comprehensive coverage is not a formality. It is the strategic bulwark that keeps one incident from becoming an extinction event.

WORKERS' COMPENSATION

The friendly, familial feel of an early Athlete, LLC exempts nobody from workplace injury. Whether or not your state mandates it, coverage is a modest investment against a claim that would otherwise be both financial and personal. When the injured employee is your cousin, you will be glad the policy answered instead of the family group chat.

ERRORS & OMISSIONS

The moment the LLC sells advice or instruction, including coaching, clinics, and consulting, E&O coverage becomes essential. Professional-services claims do not care how good your intentions were. Work with a broker who understands athlete businesses and tailor the policy to what the LLC actually does.

GENERAL LIABILITY

The foundation policy for property damage and bodily injury arising from operations. Buy limits that anticipate the elevated claims a public figure attracts. And understand the boundary: no policy covers fraud or intentional misconduct. Insurance protects a well-run business; it does not launder a badly run one.

COMMERCIAL LINES

Vehicles, equipment, and property owned by the LLC need coverage aligned to the asset profile. A camp operation with vans and gear carries different exposure than a brand-licensing entity with a laptop. Audit the assets, then buy the coverage, and revisit annually as the business grows.

PERSONAL LINES

Your personal assets tend to be high-value and highly visible. Coverage parameters should exceed standard limits, and the buying priority is substance over deductible: the extent of coverage and the quality of legal defense matter more than shaving premium. Cheap coverage that collapses under a real claim is the most expensive kind.

/ UMBRELLA COVERAGE

Every policy above has exclusions and limits. Umbrella coverage sits over all of them, catching what slips through, and for public figures it delivers the most protection per premium dollar in the entire stack. If you buy one thing beyond the basics, buy this.

1 IF YOU BUY ONE THING
BEYOND THE BASICS,
BUY THE UMBRELLA.

THE ANNUAL INSURANCE AUDIT

Once a year, with your broker: what does the LLC own now, what does it do now, who works for it now, and which policies no longer match reality?

**BUSINESSES EVOLVE FASTER THAN
POLICIES.
THE GAP BETWEEN THEM IS WHERE
LAWSUITS LIVE.**

“

**YOUR NIL
WINDOW IS NOT
YOUR CAREER.
IT IS THE
FUNDING ROUND
FOR YOUR
CAREER.**

BRANDON LEOPOLDUS, ESQ.

Chapter 2, this playbook

6

CHAPTER SIX

THE RIGHT STUFF: REVENUE ROUTES

Business planning, trademarks, camps, fan clubs, and social media

A BUSINESS PLAN THAT OUTLIVES THE ROSTER SPOT

PLANNING FOR THE CAREER AFTER THE CAREER

Athletic careers end. Businesses do not have to. The business plan for your Athlete, LLC starts with a fact most twenty-year-olds refuse to price in: the playing window is short, and the plan has to work after it closes. Write the plan with one-year, three-year, and five-year milestones, and let the five-year version assume you are no longer on a roster.

While you compete, the LLC is the receptacle for off-field earnings: NIL deals, camps, appearances, and licensing. The plan's job is to convert that inflow into assets that keep producing when the deals slow down. Conservative forecasts. Real budgets. And an advisory team assembled before the money arrives rather than after it leaves.

/ CLAIM YOUR FAME: TRADEMARKS AS THE FIRST REVENUE ENGINE

Your marks, the logo, the slogan, the nickname the crowd already chants, are often the LLC's first monetizable assets. Deploy them deliberately: register them, license them to the LLC, and put them on a schedule of consistent use so the brand compounds. Every appearance in your own gear is unpaid advertising for a brand you own, which beats paid advertising for a brand you do not.

/ SPORTS CAMPS: SELLING WHAT YOU ALREADY KNOW

Youth sports is a multi-billion-dollar market of parents investing in their kids' development. A camp under your name, in the right locations, is the most natural product an athlete ever launches. The targeting logic is simple: your hometown, your college town, and the city where you play. Those are the markets where your name fills a gym without an ad budget. Partner with local athletic organizations, commit real marketing to enrollment, and pay your staff commissions for registrations. Camps that treat enrollment as everyone's job hit capacity; camps that treat it as an afterthought stay half-empty.

/ FAN CLUBS: THE AUDIENCE YOU ALREADY OWN

Your fans are a pre-identified market asking to buy from you. Build the club where they already are: a dedicated hub fed by your existing social platforms, starting in the same three cities as your camps. Then give them a ladder to climb: free content at the bottom, merchandise in the middle, subscriptions and experiences at the top: meet-and-greets, private events, live streams, and camp bundles. The fan club is a revenue stream and a brand moat at the same time. A community that knows you personally does not churn when your stats dip.

NOBODY WINS ALONE. DRAFT YOUR FRONT OFFICE.

THE FOUR SEATS, WHAT EACH ONE DOES, AND HOW TO SPOT THE WRONG HIRE

Every athlete business that fails, fails with people standing around it. The question is whether they were the right people, doing defined jobs, with duties owed to you. Here is the depth chart.

1 THE ATTORNEY

Reads every contract before you sign it, structures the entity and its documents, protects your IP, and tells you no when everyone else in the room is saying yes.

Wrong hire tell: *a lawyer who has never represented an athlete and learns the NIL rules on your dime.*

2 THE CPA

Runs the tax machine: entity elections, quarterly estimates, multistate allocation, payroll for your employees, and books that survive an audit.

Wrong hire tell: *a preparer who sees you once a year in March and has never asked where you earned your income.*

3 THE FINANCIAL ADVISOR

Turns what the business keeps into what your future owns: savings, investments, and insurance coordinated with the entity. Ask how they are paid, and prefer fiduciary duties to you.

Wrong hire tell: *the pitch starts with a product instead of a plan.*

4 THE BRAND ADVISOR

Fills the pipeline: deal flow, content strategy, and the market data that supports your range of compensation.

Wrong hire tell: *promises of guaranteed deals, or a fee percentage that keeps growing as the definitions blur.*

THE HUDDLE RULE

Your advisors should know each other and talk to each other, with your permission, because the best planning happens where their lanes overlap: the attorney and CPA on entity structure, the CPA and financial advisor on cash flow, the attorney and brand advisor on every deal. A team that has never met is not a team. It is a group that you pay for.

SIGNATURE MOVES: SLOGANS, SOCIAL, AND THE LONG BRAND

TURNING MOMENTS INTO MARKS AND FOLLOWERS INTO REVENUE

/ CATCHPHRASE CASH-IN

The playbook for monetizing a slogan is visibility plus ownership. Wear your own mark during warmups, interviews, and appearances: the camera does the advertising. The athletes who built enduring marks, from Michael Jordan's brand to Tom Brady's TB12, did it through consistency: one mark, everywhere, for years. The athletes who caught a moment, from "Johnny Football" to "Fear the Beard," showed how fast a phrase can become a product line when someone moves quickly to register and merchandise it. Even the antagonist play works: Brian Bosworth sold merchandise to the fans who came to boo him. The common thread is not the slogan. It is the athlete who owned it, registered it, and put it to work before the moment passed.

/ #HUSTLE: SOCIAL MEDIA AS A BUSINESS UNIT

Social media is the one channel where you control the product, the distribution, and the audience. Treat it as a business unit of the LLC, not a hobby. The revenue is multifaceted: sponsored content and influencer deals, personalized fan content, original series, and the audience data that makes every other venture cheaper to launch. Two retired athletes proved the ceiling: Pat McAfee and Rex Chapman were never the biggest names on their rosters, and both built media careers bigger than their playing careers by being consistently, authentically themselves online. Your following is an asset with a balance sheet value. Grow it like one, and run the income through the entity built to receive it.

DID YOU KNOW?



Sponsored posts are regulated advertising. The FTC requires clear disclosure of material connections, which is what #ad and #sponsored are doing on the posts you scroll past. Undisclosed sponsorships expose you and the brand to regulatory action, and every legitimate sponsor will put the disclosure requirement in the contract anyway. Build the habit before the audit builds it for you.



7

CHAPTER SEVEN

TEAM UP: FAMILY ON THE PAYROLL

Boosting growth by giving a leg up, the right way

TURN THE ASKS INTO JOBS

EMPLOYMENT BEATS HANDOUTS, FOR EVERYONE INVOLVED

The money shows up, and so does everyone else. A draft selection, a signing bonus, or a breakout NIL year makes you the primary breadwinner in your family overnight, and the requests follow: relatives, friends, and acquaintances, each with a need and a number. Nobody prepares you for the emotional weight of that. The Athlete, LLC gives you a principled answer that is better than yes and kinder than no.

Casual financial gifts have two problems. They erode the giver's lifetime gift tax exemption, and they produce nothing in return, for you or for the person asking. The LLC converts those handouts into employment. It is a real business, and real businesses run on the contributions of employees: people who can actively grow your off-field revenue instead of consuming it.

/ REAL ROLES, REAL RETURNS

The roles are not invented; they are the work the LLC genuinely needs done. A parent with your trust and your story runs public relations and the fan club. A cousin with a marketing instinct runs your social channels. An uncle who has organized events all his life runs camp operations and merchandise. Every hire amplifies your market presence, and every paycheck is compensation for work, at a rate the business can defend.

/ THE FISCAL LOGIC

Employment costs are deductible to the LLC, and the employees' work generates revenue that a cash gift never would. The benefits run both directions. Your people gain steady income, contributions toward government benefit programs, real experience, and access to the professional network that surrounds an athlete's business. Those are career assets, not allowances.

/ AND WHEN IT DOES NOT WORK OUT

Businesses have a mechanism for underperformance: termination, with the safety net of unemployment insurance the employee contributed to. That sounds cold until you compare it to the alternative, which is a family fight about money with no rules and no exit. The employment structure protects your finances and your relationships at the same time, because everyone agreed to the terms before the first paycheck.

**EMPOWERMENT OVER
DEPENDENCY. EVERY TIME.**

THE FIRST-ROUND PAYROLL

PROBLEM

A newly drafted client faced a familiar flood: within weeks of signing, more than a dozen family members and friends had asked for financial help, ranging from rent to a business loan. Saying yes to everyone was unaffordable. Saying no to everyone was unbearable.

CONTEXT

The client's off-field business needed real work done: a fan community to build, camp logistics in two cities, and social channels growing faster than anyone could manage between practices. Meanwhile the client's mother had spent twenty years in customer service, and a younger cousin was studying digital marketing.

STRATEGY

We formed the Athlete, LLC, drafted the employee handbook and employment agreements, and hired the mother to run fan operations and the cousin to run social media, both at documented market rates with defined duties. Requests for help got a standing answer: the business hires for real roles when it has them.

SOLUTION

Two years in, the fan club and camps carried their own weight, the mother had a resume with a title on it, and the cousin had a portfolio that landed agency interviews. The asks quieted, because the family had watched the difference between a handout and a job. The client's answer to "can you help me" became "here is how we work."

Composite case study. Facts are drawn from real matters and altered to protect client confidentiality. No client is identifiable from this description.

DID YOU KNOW?



Family employment is legitimate only when the work, the rate, and the records are real. Pay a family member a defensible wage for documented work and the deduction stands. Pay a no-show "consultant" and you have converted a tax problem into a fraud problem. The IRS has seen every version of this play. Run it straight.

THE FAMILY PAYROLL FAQ

THE QUESTIONS THAT COME UP AT EVERY KITCHEN TABLE

Q CAN I REALLY PUT MY MOM ON THE PAYROLL?

A Yes, if the job is real. The LLC needs the work done, she actually does it, and the wage matches what you would pay a stranger for the same role. Those three facts, documented, are the entire defense.

Q HOW DO I SET THE WAGE?

A Benchmark it. What do fan-community managers, camp coordinators, or social media managers earn in your market? Pay inside that range and keep the comparison in the file. A wage you can benchmark is a wage you can defend.

Q WHAT PAPERWORK DOES EACH HIRE NEED?

A An employment agreement, the employee handbook acknowledgment, payroll enrollment with real withholding, and a job description with duties someone could actually be evaluated against. Family gets the same file a stranger would get. That is the point.

Q EMPLOYEE OR INDEPENDENT CONTRACTOR?

A The law decides, not convenience. Control over how, when, and where the work happens points to employment, and states apply their own tests. Misclassification is one of the most expensive unforced errors a small business can make. Get this call from your attorney, not a forum.

Q WHAT IF A RELATIVE ASKS FOR MONEY AND THERE IS NO JOB TO GIVE?

A Then the answer is a personal decision about a gift, made with your financial advisor and with the gift tax rules in view. The business is not a disguise for gifts. Keeping those lanes separate protects the LLC, the deduction, and, frankly, the relationship.

Q WHAT HAPPENS WHEN IT DOES NOT WORK OUT?

A The same thing that happens in any business: a documented performance conversation, and if needed, a termination under the terms everyone signed. It is a hard conversation with rules, which beats a family feud without them.

8

CHAPTER EIGHT

THE HOME STRETCH: KEY TAKEAWAYS

Your Athlete, LLC checklist and next steps

STRIKE WHILE THE IRON IS HOT

WHAT TO REMEMBER, AND WHEN TO MOVE

The Athlete, LLC is a wealth strategy, a family strategy, and a legacy strategy in one structure. It optimizes taxes, protects assets, employs the people you love, holds the brand you built, and gives you a business education while your name still opens doors. The factors that shape the right structure deserve real analysis with your advisors. The decision to build something, though, should not wait.

The moment for action is while your career is at its peak, and for a student-athlete in the NIL era, the peak may be right now. Your visibility today is the cheapest customer acquisition you will ever have. The athletes who move during that window enter their post-playing years with operating businesses. The ones who wait enter them with memories and a tax bill.

/ THE MASTER CHECKLIST

- CONFIRM YOUR RULES.** State law, school policy, and NIL Go reporting for deals of \$600+. Eligibility before everything.
- FORM THE ENTITY PROPERLY.** Articles, EIN, licenses, bank account, compliance calendar.
- DRAFT THE OPERATING AGREEMENT.** For an athlete. Single-to-multi-member trigger and anti-distribution provision included.
- LICENSE YOUR IP TO THE LLC.** With automatic reversion if the entity gets into trouble without you.
- BUILD THE TAX MACHINE.** Separate account, set-aside rate, quarterly estimates, expense log, CPA on speed dial.
- INSURE THE WHOLE STACK.** Workers' comp, E&O, general liability, commercial, personal, umbrella. Audit annually.
- HIRE FOR REAL ROLES.** Family employment with handbooks, agreements, market rates, and records.
- WRITE THE FIVE-YEAR PLAN.** The one that works after the roster spot is gone.

**BUILD THE STRUCTURE NOW,
OR EXPLAIN LATER
WHY YOU DID NOT.**

YOUR ONE-PAGE GAME PLAN

Fill this out before your first meeting with counsel. It will save you a billable hour.

/ MY NIL INCOME OVER THE LAST 12 MONTHS (DEALS, CAMPS, APPEARANCES, PRODUCT)

/ DEALS OR OFFERS CURRENTLY ON THE TABLE, AND THEIR DEADLINES

/ MY STATE, MY SCHOOL'S NIL POLICY CONTACT, AND MY REPORTING OBLIGATIONS

/ THE MARKS I SHOULD OWN: LOGO, SLOGAN, NICKNAME

/ PEOPLE I WANT ON THE PAYROLL, AND THE REAL WORK THEY WOULD DO

/ MY ADVISORY TEAM TODAY: ATTORNEY, CPA, BRAND ADVISOR (AND THE EMPTY SEATS)

/ WHAT MY BUSINESS LOOKS LIKE FIVE YEARS AFTER MY LAST GAME

Bring this page, your current contracts, and your last tax return to your first meeting. That is a working session instead of an introduction.

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I'M NOT HERE TO
MAKE THE
DECISION FOR
YOU. I'M HERE TO
**HELP YOU MAKE
IT,** AND THEN
HELP YOU
EXECUTE.

BRANDON LEOPOLDUS, ESQ.

On how Leopoldus Law works with athletes

YOUR NEXT PLAY

HOW TO USE THIS PLAYBOOK, AND HOW TO REACH US

This playbook is a starting point, not a substitute for counsel. The blueprint in these pages shows you the field: the entity, the rules, the documents, the money, and the people. Your situation will differ from the composite examples here in ways that change the right answers. That is what the advisory team is for.

/ HOW TO USE THIS BOOK

- 1 REVIEW AND REFLECT.** Revisit the chapters closest to your current situation, whether that is your first NIL deal, your first hire, or your first camp.
- 2 DRAFT YOUR PLAN.** Sketch the preliminary version of your Athlete, LLC: what it does, who works in it, and what it should own in five years.
- 3 GET COUNSEL.** Bring the sketch to professionals who do this work for athletes. Tailored advice is what turns a blueprint into a building.

/ WORKING WITH LEOPOLDUS LAW, APC

Leopoldus Law is a sports and entertainment firm. Sports clients only. No exceptions. We represent athletes, sports organizations, officials, and the people who build careers around the game, and we work on flat rates wherever the matter allows, because you should know the cost before you say yes.

If you are ready to build or fix your Athlete, LLC, we offer consultations to map your situation, tailored formation and document work, and ongoing counsel as the business grows. You can reach us anytime. Nights, weekends, and holidays are fine.

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Founder, Leopoldus Law, APC

Brandon Leopoldus umpired professional baseball before he ever practiced law. That path, through Minor League Baseball, an Olympic family, and time on the field at every level of the game, is the lens he brings to every athlete he represents at Leopoldus Law, APC.

100+

ATHLETES ADVISED

25+

SPORTS

3

LEAGUES LAUNCHED

6

PRO TEAMS

4

GOVERNING BODIES

He has worked with more than 100 athletes, from high school NIL and transfer appeals to NCAA eligibility fights and collegiate NIL deal structures, plus dozens of professional athletes across more than 25 sports. He builds NIL deal structures that protect long-term rights and produce above-market deals, and he steers clients away from the deals that become someone else's cautionary tale. He has guided student-athletes through NIL since before the Alston ruling.

His practice reaches the whole business of sport. He has served twice as Interim General Counsel for D.C. United of Major League Soccer, advised U.S. Olympic governing bodies, counseled the Association of Minor League Umpires, and helped develop and launch three startup leagues. He sits on the Board of Directors of the Sports Lawyers Association and teaches Sports Law as an adjunct professor at Loyola Law School in Los Angeles. His commentary has run in Sports Illustrated, ESPN, Teen Vogue, and The Daily Journal.

It traces back to watching his sister become the first Elite-level gymnast in Colorado. Before the courtroom came the diamond: five leagues, seven playoff series, two All-Star games, one championship series. He lives in Los Angeles with his dog Harvey, named for the Hall of Fame umpire Doug Harvey.

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