



**LEOPOLDUS
LAW**

NIL DEALS AND THE NEW COLLEGE MONEY

What name, image, and likeness really is, how the money now flows, and how not to get burned

BRANDON LEOPOLDUS, ESQ.

Current as of mid-2026. Confirm the rules before you act.

NIL MEANS TWO DIFFERENT THINGS NOW, AND PEOPLE MIX THEM UP CONSTANTLY.

The first is old and settled: your right to control and get paid for the commercial use of your own name, image, and likeness. That right has existed for a long time. The second is new and moving fast: an entire system of college money, built in the last few years, that lets athletes get paid while they are still in school, through their schools and through outside deals.

This guide covers both, but be honest with yourself about the second one. The college NIL world is being rebuilt in real time, by courts, a giant class-action settlement, a new enforcement body, a patchwork of state laws, and now the White House. What is true this season may be adjusted next season. So treat this as a map of the terrain as it stands, not as scripture, and get current advice before you sign anything.

The through-line, though, is stable, and it is the thing to hold onto. This is real money, it is real income, and the athletes who keep it are the ones who understand the system instead of trusting whoever waves a check at them. When someone hands you a deal for a hundred bucks, remember that you do not have a hundred bucks to spend. Uncle Sam already spent half of it, and a bad deal can cost you more than that.

THE WHOLE GUIDE, IN ONE LINE

DO NOT BE THE CAUTIONARY TALE. BE THE ONE WHO READ THE CONTRACT.

WHAT "NIL" ACTUALLY MEANS

THE RIGHT WAS ALWAYS YOURS. THE PERMISSION TO USE IT IN COLLEGE IS WHAT ARRIVED.

Strip away the noise and NIL is your right of publicity: the legal right to control, and be paid for, the commercial use of your identity. It is the same right that lets a pro athlete license their face for an ad. Nothing about that right is new. What changed is who gets to use it.

For decades, college athletes had the right in theory but were barred from cashing in on it by amateurism rules. That wall came down. Today a college athlete, and in many states a high school athlete, can sign endorsement deals, appear in campaigns, sell merchandise, and monetize their name the way any public figure can.



DID YOU KNOW?

Your right of publicity is the same statutory right that protects any public figure's name and likeness. College NIL did not create a new right. It removed the rule that kept college athletes from using the one they already had.

HOW WE GOT HERE, FAST

PRIED LOOSE BY ANTITRUST LAW, ONE CASE AT A TIME

2015

O'BANNON OPENS THE DOOR

A federal appeals court holds that NCAA compensation rules are not immune from the Sherman Act and must be judged like any other restraint on competition.

SEPT
2019

CALIFORNIA MOVES FIRST

The Fair Pay to Play Act guarantees college athletes the right to earn NIL money and to hire representation. Other states race to follow so their schools are not at a disadvantage.

JUNE
2021

THE SUPREME COURT SPEAKS, UNANIMOUSLY

The Court strikes down the NCAA's limits on education-related benefits and rejects the claim that college sports sits above the antitrust laws. As one Justice put it: the NCAA is not above the law.

JUNE
2025

THE SETTLEMENT BREAKS IT OPEN

A landmark class-action settlement clears the way for schools to pay athletes directly, ends the old scholarship-cap model, and puts roughly \$2.8 billion in back pay on the table for past athletes.

THE TWO BUCKETS OF MONEY

CONFUSING THEM IS HOW ATHLETES GET INTO TROUBLE

There are now two separate ways a college athlete gets paid, and they run on different rules.

SCHOOL REVENUE SHARING	THIRD-PARTY NIL DEAL
WHO PAYS: Your school, directly	WHO PAYS: A brand, a business, or a collective
WHAT IT IS: A share of athletic revenue the school elects to pay	WHAT IT IS: Payment to use your name, image, or likeness
2025-26 CEILING: About \$20.5M per school, spread across all its athletes	2025-26 CEILING: No fixed cap, but reviewed for fair market value
THE MAIN RISK: How the pool is split, and Title IX questions	THE MAIN RISK: A deal flagged as disguised pay-for-play
YOUR MOVE: Understand your slice and get it in writing	YOUR MOVE: Get it reviewed before you sign it

The first bucket is a share of the house's money. The second is your own brand at work. They are governed separately, and you have to treat them separately.

THE CLEARINGHOUSE, AND THE FMV TEST

OUTSIDE NIL DEALS ARE NO LONGER A FREE-FOR-ALL

Under the settlement, third-party deals above a modest dollar threshold, currently \$600, have to be reported to a central clearinghouse, run by a major accounting firm, that reviews them. The test is whether the deal reflects fair market value and a genuine business purpose, or whether it is really pay-for-play in a costume: a booster funneling money to a recruit and calling it an endorsement.

If the clearinghouse flags a deal as above fair market value, it can be revised, resubmitted, or challenged. That means the number on your NIL contract is not the only thing that matters. Whether it is defensible as a real market rate for real work matters just as much. A deal that looks too good, a five-figure payment for a single social post from a company that has no reason to pay it, is exactly the kind of thing that gets caught, unwound, and turned into a compliance problem with your name on it.

And the pressure on inflated deals is coming from more than one direction. A 2026 federal executive order also took direct aim at NIL payments above fair market value. The direction of travel is one way: real deals for real value are fine, and manufactured ones are increasingly a trap. Structure yours to be the former.

THE HEADLINE NUMBER IS NOT THE DEAL. WHETHER IT IS DEFENSIBLE IS.

THE REGULATORY FOG (READ THIS FIRST)

A LOT OF COOKS, NO SINGLE RULEBOOK

There is no comprehensive federal NIL law. Congress has tried and, as of this writing, has not passed one; a major bill stalled out. Into that vacuum stepped a 2026 executive order and a new private enforcement body created by the conferences, layered on top of a patchwork of different state laws.

What that means for you is practical, not academic. The rules genuinely differ depending on your state, your school, your conference, and your sport, and they are being rewritten while you read this. Anyone who tells you the NIL rules are simple and settled is either uninformed or selling you something. The move is not to memorize the current rules. It is to work with someone who tracks them and to re-check before every deal, because the version that was true last year may not be true now.

THE TELL

Anyone who tells you the NIL rules are simple and settled is either uninformed or selling you something.

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**YOU DO NOT HAVE
A HUNDRED BUCKS
TO SPEND. UNCLE
SAM ALREADY
SPENT **HALF OF IT.****

BRANDON LEOPOLDUS, ESQ.

Founder, Leopoldus Law, APC

THE ATHLETE'S PLAYBOOK

DO THESE THINGS AND YOU ARE AHEAD OF ALMOST EVERYONE

1

RUN THE INCOME THROUGH AN ENTITY

Once your NIL money is real, route it through an LLC rather than taking it personally. Do not wait until it is too late to structure it.

2

GET EVERY DEAL REVIEWED BEFORE YOU SIGN

Not after. A lawyer should read it for fair-market-value exposure, clearinghouse requirements, exclusivity, morality clauses, term, termination, and who owns the content and your likeness. The worst NIL deals are the ones nobody read.

3

WATCH WHAT YOU GIVE AWAY

Some deals quietly take a broad, long, or exclusive license to your name and likeness for far less than it is worth. The headline number is not the deal. The rights you grant are the deal.

4

DISCLOSE WHAT YOU ARE REQUIRED TO DISCLOSE

Your school and your state have reporting rules. Follow them. A great deal reported wrong becomes a problem.

5

PAY THE TAX, AND PROTECT THE BRAND

NIL income is taxable income; plan for it. And trademark the name, logo, or catchphrase you are building before it is worth stealing.

HIGH SCHOOL AND THE YOUNGEST ATHLETES

TEENAGERS ARE SIGNING REAL CONTRACTS NOW

NIL now reaches high school in many states, California among them. Two rules matter most here. First, a minor cannot be left to navigate this alone; a parent or guardian has to be involved, and the paperwork has to account for the athlete's age. Second, and this is the one worth repeating: do not over-structure a small deal. A high schooler with a single small sponsorship does not need a company and a complex plan. Take that money and go buy a computer instead. The structure earns its keep when the income is real, not at the first hundred-dollar deal.

ONE HARD LINE

Be very careful with anyone pitching a foundation or a charity as a way to route NIL money or pay the family. That path has a way of ending badly. The public-good stuff is real, and the people who abuse it get caught. If a structure only works because nobody looks closely at it, it is not a structure. It is a time bomb.

WHAT TO DO NEXT

IF YOU HAVE NIL INCOME OR YOU ARE ABOUT TO, HERE IS THE ORDER

- Know which bucket each dollar comes from: school revenue sharing or a third-party deal. They follow different rules.

 - Form an entity once the money is real, and route your NIL income through it.

 - Have every third-party deal reviewed before you sign, for fair market value, clearinghouse rules, and the rights you are granting.

 - Meet your school and state disclosure requirements, every time.

 - Plan for the tax, and trademark the brand you are building.

 - If you are in high school or a minor, keep a parent involved and do not over-structure small deals.

 - Work with someone who tracks this moving target, and re-check the rules before each new deal.
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**TREAT NIL LIKE A BUSINESS, AND
GET REAL ADVICE BEFORE YOU SIGN.
BE THE ONE WHO READ THE
CONTRACT.**



— ABOUT THE AUTHOR

BRANDON LEOPOLDUS, ESQ.

Founder, Leopoldus Law, APC

Brandon Leopoldus umpired in professional baseball before he ever practiced law. Five leagues. Seven playoff series. Two All-Star games. One championship series. One infamous appearance on SportsCenter. That path, through the minor leagues and an Olympic family, is the lens he brings to every matter at Leopoldus Law, APC.

100+

ATHLETES ADVISED

25+

SPORTS

3

LEAGUES LAUNCHED

6

PRO TEAMS

4

GOVERNING BODIES

Leopoldus Law is a sports and entertainment boutique in Culver City, California. Brandon structures NIL income and reviews NIL, endorsement, and collective agreements for athletes from high school through the professional ranks, and coordinates that work with the entities, trademarks, and tax planning that protect it.

He sits on the board of the Sports Lawyers Association and teaches Sports Law at Loyola Law School. The firm works with athletes and the people who advise them. Sports clients only. No exceptions.

A NOTE ON HOW TO USE THIS GUIDE

This guide is educational and current as of mid-2026. Name, image, and likeness law is changing rapidly through litigation, settlement implementation, executive action, and differing state rules, and specifics stated here may have changed by the time you read this. It is not legal or tax advice for your situation, and reading it does not make Leopoldus Law your lawyer.

Confirm the current rules for your state, school, and sport, and have any deal reviewed before you sign. If you would like that review to be ours, reach out.

REACH OUT

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ENDNOTES

- 1 Cal. Civ. Code § 3344 (statutory right of publicity; the legal foundation of an athlete's name, image, and likeness).
- 2 *O'Bannon v. National Collegiate Athletic Ass'n*, 802 F.3d 1049, 1061-64, 1074-76 (9th Cir. 2015) (NCAA compensation rules are subject to antitrust scrutiny under the rule of reason; grants-in-aid up to the full cost of attendance are a valid less-restrictive alternative, but the Sherman Act did not require the NCAA to permit cash payments untethered to education).
- 3 *NCAA v. Alston*, 594 U.S. 69, 87-107 (2021) (NCAA limits on education-related benefits violate Section 1 of the Sherman Act under the rule of reason, and the NCAA is not exempt from the antitrust laws); *id.* at 108 (Kavanaugh, J., concurring) ("The NCAA is not above the law.").
- 4 Cal. Educ. Code § 67456 (California's Fair Pay to Play Act, enacted as SB 206; a postsecondary student-athlete's right to earn compensation from the use of the athlete's name, image, or likeness and to obtain professional representation).
- 5 *In re College Athlete NIL Litigation (House v. NCAA)*, No. 4:20-cv-03919-CW (N.D. Cal. final approval June 6, 2025) (approving direct institutional revenue sharing with student-athletes, subject to an annual per-school cap estimated at approximately \$20.5 million for 2025-26, and roughly \$2.8 billion in back damages; the Power conferences established the College Sports Commission and the Deloitte-operated NIL Go clearinghouse, which reviews third-party NIL deals over \$600 for fair market value and a valid business purpose). Details of implementation continue to evolve; confirm current terms.
- 6 Exec. Order No. 14400, *Urgent National Action to Save College Sports* (Apr. 3, 2026) (directing federal agencies to, among other things, protect scholarships and opportunities in women's and Olympic sports, address NIL payments above fair market value, and respond to conflicting state laws; by its own terms not a substitute for federal legislation and carrying no antitrust immunity or preemptive force). No comprehensive federal NIL statute had been enacted as of this writing; confirm current status.

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