

March Madness in the Law: How Legal Upheaval Is Rewriting College Sports

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TABLE OF CONTENTS

I. EXECUTIVE SUMMARY	2
II. NIL	3
A. THE FIRST TOURNAMENTS OF THE POST-HOUSE ERA	3
B. THE COLLEGE SPORTS COMMISSION	4
C. FINANCIAL LIMITS AND INSTITUTIONAL CONSTRAINTS	5
D. EARLY ENFORCEMENT ACTIVITY AND OPEN QUESTIONS	6
III. TRANSFER MOBILITY	7
A. NIL, TRANSFERS, AND THE CONSTRUCTION OF MODERN ROSTERS	7
B. MULTI-YEAR NIL AGREEMENTS AND THE EMERGING TRANSFER TENSION	8
C. BUYOUTS, LIQUIDATED DAMAGES, AND EMERGING ENFORCEMENT QUESTIONS	9
D. ALTERNATIVE ENFORCEMENT THEORIES AND BROADER IMPLICATIONS	10
IV. ELIGIBILITY	11
A. FROM 'HARD CLOCKS' TO CASE-BY-CASE INJUNCTIONS: ELIGIBILITY IN AN ERA OF FRAGMENTED AUTHORITY	11
B. CASE STUDY #1: TRINIDAD CHAMBLISS AND THE EXPANDING ROLE OF STATE COURTS	12
C. CASE STUDY #2: CHARLES BEDIAKO AND THE 'PRO-TO-COLLEGE' RETURN	13
D. JUCO/NON-NCAA SEASONS AND THE "EXTENSION" WAVE	16
V. FOR-CAUSE FIRING OF COACHES	16
VI. GAMBLING, PREDICTION MARKETS, AND FRAUD	18
A. POINT-SHAVING INDICTMENTS	18
B. THE NCAA'S PUSH TO BAN PROP BETS	19
C. AVAILABILITY REPORTS	21
D. PREDICTION MARKETS	21
VII. FUTURE REGULATORY LANDSCAPE	22
A. WHAT COMES AFTER HOUSE: THE NCAA'S D.C. STRATEGY, NEW BILLS, AND THE EMPLOYMENT QUESTION	22
B. THE NCAA'S LOBBYING BET: NARROW ANTITRUST PROTECTION + EMPLOYMENT GUARDRAILS	23
C. NIL GO, ENFORCEMENT OPTICS, AND POLICY BACKLASH	24
D. THE EMPLOYMENT QUESTION: COURTS, THE NLRB, AND PROGRAM DESIGN	24
E. WHAT TO TRACK IN 2026	25
F. EXECUTIVE ACTION ON COLLEGE SPORTS	25
G. WHERE THE FIELD IS HEADED	26
VIII. CONCLUSION	26

I. Executive Summary

March Madness tips off this week as men’s and women’s college basketball teams begin a furious competition watched—and bet on—by millions of Americans. With unexpected upsets and buzzer-beating shots, the on-court action will undoubtedly be thrilling.

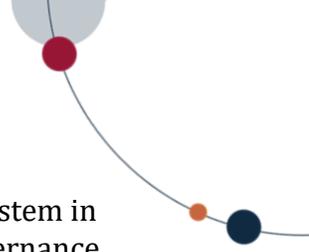
Off the court, however, college athletics is in turmoil. College basketball’s premier event now operates in a dramatically different legal and economic environment compared to just a few years ago. The 2026 tournaments arrive at a moment when the traditional structure of collegiate athletics is being reshaped by new compensation models, expanded athlete mobility, evolving contractual disputes, questions about eligibility, and increasing scrutiny over the integrity of sporting competitions. The convergence of these developments has introduced a level of legal complexity that affects not only universities and athletes, but also regulators, sponsors, and the broader college sports ecosystem.

Several forces are driving this transformation. First, the rapid expansion of college athlete compensation—through both institutional revenue sharing and name, image, and likeness (NIL) agreements following the *House v. NCAA* settlement—has accelerated the emergence of a market-based system within college athletics.¹ Second, the continued liberalization of transfer rules has created unprecedented roster mobility driven by new economic incentives, allowing athletes to evaluate and pursue opportunities across programs in ways that would have been impossible under earlier NCAA restrictions. Together, these forces have fundamentally altered how athletes choose where they will play, how teams build competitive rosters, and how institutions structure long-term relationships with athletes.

At the same time, institutions face increasing legal and operational challenges. Universities are navigating new contractual arrangements with athletes and coaches, including disputes over buyouts, termination provisions, and the enforceability of compensation agreements tied to player retention. Underlying these issues is an unresolved and increasingly consequential question: whether student-athletes—particularly in revenue-generating sports—should be classified as employees under federal or state labor and wage-and-hour laws. Meanwhile, the rapid growth of legalized sports betting, coupled with the emergence of prediction markets tied to sporting outcomes, has heightened concerns about the integrity of collegiate competition. The legal framework around college sports is straining under the weight of new pressures, as courts are now central actors in determining athlete eligibility and the NCAA, Congress, and regulators are trying to patch together a regulatory framework to rebuild public trust in the integrity of collegiate competition and create an effective governance model.

Steptoe’s Sports Integrity Group examines these developments across six interconnected domains: (1) NIL compensation and regulatory oversight; (2) transfer mobility and contract structuring; (3) evolving eligibility adjudication; (4) for-cause coach terminations; (5) gambling-related threats to game integrity; and (6) the uncertain future of federal

¹ *In re Coll. Athlete NIL Litig.*, 803 F. Supp. 3d 959, 970 (N.D. Cal. 2025), *appeal dismissed*, No. 25-4185, 2025 WL 2831020 (9th Cir. July 29, 2025), and *objections overruled*, No. 20-CV-03919 CW, 2025 WL 3501920 (N.D. Cal. Nov. 13, 2025).



legislation and executive action. Together, these topics reveal a college sports ecosystem in transition—one defined by huge financial stakes, legal frameworks in flux, and governance structures that will need to evolve to maintain stability, integrity, and competitive balance in the years ahead.

Understanding this shifting environment is critical for universities, athletic departments, athletes, NIL collectives, and policymakers alike. As March Madness continues to serve as the most visible stage in college basketball, the legal and governance issues surrounding the tournaments offer a window into the future structure of collegiate sports.

II. NIL

A. The First Tournaments of the Post-House Era

The 2026 NCAA Division I men’s and women’s basketball tournaments mark the first March Madness played in the regulatory environment created by the *House v. NCAA* settlement (the *House Settlement*). For decades, March Madness has generated billions of dollars in media rights revenue while operating under an amateurism framework that prohibited schools from directly compensating athletes.² That structure has now fundamentally changed. Under the *House Settlement*, participating Division I institutions may share revenue directly with student-athletes, with payments capped at approximately \$20.5 million per institution during the 2025–26 academic year.³ This cap is separate from any NIL compensation that student-athletes may receive from third-party businesses, sponsors, or collectives—even where those opportunities are facilitated by the institution—provided that such arrangements serve a valid business purpose and provide compensation commensurate with market value, rather than serving as pay-for-play inducements.⁴

In practice, the *House Settlement* has transformed how teams funded their 2026 rosters and recruited top-tier talent. Institutions quickly identified ways to maximize the new system by facilitating compensation opportunities for athletes that exist separate from, and in addition to, the settlement’s institutional revenue-sharing cap. One approach has involved leveraging corporate relationships to generate third-party NIL opportunities for athletes. For example, shortly after the *House Settlement* was finalized, University of Tennessee announced a new long-term apparel partnership with Adidas that includes a significant NIL component.⁵ Under the arrangement, Adidas will help fund NIL deals for Tennessee athletes and develop marketing campaigns featuring those players, creating the potential for substantial additional compensation streams that do not count toward Tennessee’s revenue-sharing cap.⁶

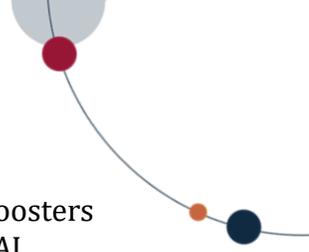
² Eric Stann, *More Than a Game: The Business Behind March Madness*, Show Me Mizzou (Mar. 19, 2025), <https://showme.missouri.edu/2025/more-than-a-game-the-business-behind-march-madness/>.

³ College Sports Commission, *Revenue Sharing*, <https://www.collegesportscommission.org/revenue-sharing/> (last visited Mar. 5, 2026).

⁴ *Id.*

⁵ David Rumsey, *More Than Jerseys: Tennessee-Adidas Deal Brings in NIL Money*, Front Office Sports (Aug. 14, 2025), <https://frontofficesports.com/more-than-jerseys-tennessee-adidas-deal-brings-in-nil-money/>.

⁶ *Id.*



Institutions have also facilitated NIL opportunities through networks of affiliated boosters and donors who pool resources to support recruiting efforts. BYU’s recruitment of AJ Dybantsa provides a prominent example. The highly touted prospect committed to Brigham Young University following a significant NIL effort backed by boosters connected to the program.⁷ Although these funds were not institutional payments subject to the revenue-sharing cap, they enabled BYU to compete for elite talent traditionally concentrated at established power programs.⁸ In this way, booster-backed NIL collectives can provide an additional avenue for programs to offer substantial financial incentives while remaining outside the settlement’s institutional cap.

The ability of universities to pay players directly, along with the rapid expansion of NIL activity—and the increasingly large sums involved—have also raised questions about transparency and enforcement in athlete compensation, particularly in the context of high-visibility events such as March Madness. While the *House* Settlement introduced a new oversight framework intended to bring greater structure to the NIL marketplace, significant questions and concerns remain about how that framework will operate in practice.

B. The College Sports Commission

A central feature of the *House* Settlement framework is the creation of the College Sports Commission (CSC), an independent body responsible for overseeing the new revenue-sharing and NIL compliance regime.⁹ In practical terms, the CSC functions as the primary oversight authority for the new NIL system. Its responsibilities include reviewing NIL agreements submitted by athletes and institutions, evaluating whether those agreements reflect legitimate commercial arrangements, and investigating potential violations of Settlement terms involving undisclosed compensation or impermissible recruiting inducements.¹⁰

As part of this oversight, the CSC administers a centralized reporting system—commonly referred to as “NIL Go”—through which athletes must disclose NIL agreements above a specified threshold.¹¹ Under the current framework, most NIL deals exceeding \$600 must be submitted to the CSC’s system for review.¹² The purpose of this process is to determine whether a deal reflects fair-market value for a legitimate commercial service tied to an athlete’s name, image, and likeness rather than functioning as a disguised recruiting incentive, while also helping ensure that athletes maintain their eligibility under applicable NCAA and conference rules.¹³ In other words, the CSC is examining NIL deals and asking “*Is this deal legitimate, or is it pay-to-play disguised as NIL?*” Submitted agreements are

⁷ Myron Medcalf, *How BYU and Its Big-Money Boosters Are Going All-In on Men’s Basketball*, ESPN (Feb. 5, 2025), https://www.espn.com/mens-college-basketball/story/_/id/43693446/byu-basketball-aj-dybantsa-kevin-young-boosters-nil.

⁸ *Id.*

⁹ College Sports Comm’n, *Student-Athlete NIL Deals*, <https://www.collegesportscommission.org/nil/> (last visited Mar. 5, 2026).

¹⁰ *Id.*

¹¹ *Id.*

¹² *Id.*

¹³ *Id.*



evaluated against market benchmarks to assess whether the compensation reflects a legitimate business purpose and reasonable market value.¹⁴ Deals that fail to meet those standards may be rejected or returned for revision, with disputes ultimately subject to an arbitration process established under the *House Settlement*.¹⁵ As of the date of publication, no completed arbitration cases between an athlete or institution and the CSC have been publicly reported.¹⁶

This centralized review mechanism represents a significant shift from the early years of NIL reform, when many deals were arranged through booster collectives or local sponsors with minimal centralized oversight. The CSC framework attempts to bring greater transparency and uniformity to that marketplace.

C. Financial Limits and Institutional Constraints

The *House Settlement* also marks a significant shift from the NCAA's traditional amateurism model by permitting participating institutions to share athletic revenue directly with student-athletes, subject to an annual cap. Schools participating in the settlement may distribute no more than \$20.5 million annually in combined revenue-sharing payments to athletes during the 2025–26 academic year, with the cap scheduled to increase by approximately four percent each subsequent year.¹⁷

In practice, this cap functions as a soft salary limit for college athletics programs. Universities must determine how to allocate those funds across sports and athletes while remaining compliant with other NCAA requirements, including scholarship and roster limitations. This presents a challenge for athletic programs that have to decide which teams and players to prioritize with precious resources. In addition, schools must continue to abide by Title IX restrictions, which require institutions to provide equitable opportunities among male and female student-athletes, including fair access to financial assistance and athletic resources. In particular, in authorizing the *House Settlement*, Judge Claudia Wilken expressly left the door open for future Title IX lawsuits targeting how future payments from schools to athletes that are otherwise *House*-compliant will be made.¹⁸ However, the current administration has taken the position that “Title IX says nothing about how revenue-generating athletics programs should allocate compensation among student athletes.”¹⁹ Whether this interpretation is correct and, if not, what an ‘equitable

¹⁴ Kristi Dosh, *Details Emerging About Enforcement of the House Settlement*, Bus. of Coll. Sports (May 20, 2025), <https://businessofcollegesports.com/name-image-likeness/details-emerging-about-enforcement-of-the-house-settlement>.

¹⁵ *Id.*

¹⁶ Ross Dellenger, *18 Nebraska Football Players Challenging CSC Over Rejection of Third-Party NIL Deals Worth Over \$1 Million*, Yahoo Sports (Mar. 10, 2026, 3:42 PM PDT), <https://sports.yahoo.com/college-football/article/18-nebraska-football-players-challenging-csc-over-rejection-of-third-party-nil-deals-worth-over-1-million-224212813.html>.

¹⁷ College Sports Comm’n, *Revenue Sharing*, *supra* note 3.

¹⁸ Fourth Amended Stipulation & Settlement Agreement at 16, In re College Athlete NIL Litig., No. 4:20-cv-03919-CW (N.D. Cal. May 7, 2025).

¹⁹ U.S. Dep’t of Educ., *U.S. Department of Education Rescinds Biden 11th Hour Guidance on NIL Compensation* (Feb. 12, 2025), <https://www.ed.gov/about/news/press-release/us-department-of-education-rescinds-biden-11th-hour-guidance-nil-compensation>.

opportunity’ in the context of revenue sharing payments means is a matter left to be determined by the courts.

The *House Settlement* also introduced new roster limits across several sports, replacing the NCAA’s traditional scholarship caps with maximum roster sizes.²⁰ These limits were intended to provide institutions with greater flexibility in distributing scholarships and compensation while maintaining competitive balance. At the same time, the new framework requires athletic departments to approach roster construction with a level of financial planning and foresight that more closely resembles professional sports management, particularly in sports like men’s and women’s basketball, where the roster assembled during the regular season ultimately determines the group of athletes eligible to compete throughout the year—including during March Madness.²¹ It’s no surprise that, mirroring professional sports teams, many universities are hiring general managers for their athletic departments to determine how and where to spend their capital to maximize their chances of success.

D. Early Enforcement Activity and Open Questions

Although the CSC oversight regime remains in its early stages, the Commission has already begun reviewing and rejecting certain NIL agreements. Reports indicate that the CSC has rejected at least 711 proposed NIL deals worth millions of dollars after determining that they did not comply with the Settlement’s standards; in contrast, 21,025 deals have been cleared.²²

In many instances, those agreements were rejected because they lacked a clear commercial purpose or offered compensation inconsistent with market value.²³ For example, the CSC recently rejected a series of NIL agreements, worth more than \$1 million collectively, involving 18 University of Nebraska football players.²⁴ The proposed contracts—arranged through the university’s multimedia rights partner—were denied because they failed to identify specific promotional obligations or sponsoring entities and instead appeared to “warehouse” the athletes’ NIL rights for potential future marketing opportunities.²⁵ These players ultimately initiated arbitration against the CSC, marking the first serious arbitration challenge to the CSC’s NIL Go clearinghouse.²⁶ These early enforcement actions suggest that

²⁰ Kristi Dosh, *New Roster Limits Set by House v. NCAA*, Bus. of Coll. Sports (June 8, 2025), <https://businessofcollegesports.com/other/new-roster-limits-set-by-house-v-ncaa/> (Last Visited Mar. 17, 2026).

²¹ NCAA & Defendant Conferences, *Question and Answer: Implementation of the House Settlement 17–18* (June 13, 2025).

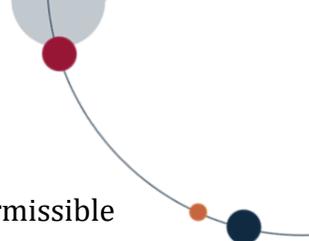
²² Dosh, *The College Sports Commission Has Denied Millions in NIL Deals*, *supra* note 14.

²³ *Id.*

²⁴ Ross Dellenger, *18 Nebraska Football Players Challenging CSC Over Rejection of Third-Party NIL Deals Worth Over \$1 Million*, Yahoo Sports, <https://sports.yahoo.com/college-football/article/18-nebraska-football-players-challenging-csc-over-rejection-of-third-party-nil-deals-worth-over-1-million-224212813.html> (last visited Mar. 10, 2026, 3:42 PM PDT)

²⁵ *Id.*

²⁶ *Id.*



the CSC intends to actively review NIL agreements and establish boundaries for permissible conduct in the new system.

Despite these early signals, significant questions remain regarding how NIL enforcement will operate in practice. NIL agreements often involve third-party businesses, marketing agencies, and booster collectives operating outside the direct control of universities. [As previously reported by Steptoe](#), some universities themselves remain reluctant to ratify the CSC's authority. While the CSC is hiring investigators and former prosecutors to bolster its capabilities, monitoring those relationships (particularly without defined investigative tools to seek documents and testimony) may prove challenging.

Industry observers have therefore questioned whether the CSC will ultimately effectively oversee the rapidly expanding NIL marketplace across hundreds of Division I programs.²⁷ As with many regulatory systems, the practical boundaries of permissible conduct may not become fully clear until institutions, athletes, and regulators test those boundaries over time.

The broader uncertainty surrounding NIL regulation has also attracted federal attention. During recent discussions with college athletics leaders, President Donald Trump reportedly indicated that he was considering issuing an executive order addressing NIL and athlete compensation in order to provide additional clarity for the industry.²⁸ As of the date of publication of this article, however, no such executive action has been issued.

III. Transfer Mobility

A. NIL, Transfers, and the Construction of Modern Rosters

The emergence of this regulatory framework has coincided with another major development in college athletics: increased student-athlete transfers between institutions. As NIL opportunities and institutional compensation packages have grown, transfer mobility has become an important mechanism through which athletes evaluate their economic opportunities and seek the greatest financial return on their talents.

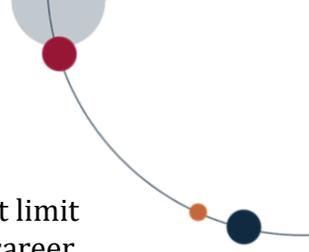
The NCAA transfer portal functions as the centralized database through which student-athletes may formally declare their intent to transfer to another institution.²⁹ Once an athlete's name is entered into the portal, other schools are permitted to contact that athlete regarding potential transfer opportunities.³⁰ This year, the men's basketball transfer

²⁷ Michael S. Lehr & Gary P. Tashjian, *College Sports Commission Goes Live as NCAA Era Enters New Phase*, National Law Review. (June 11, 2025), <https://natlawreview.com/article/college-sports-commission-goes-live-ncaa-era-enters-new-phase>.

²⁸ Associated Press, *Trump meets with college sports leaders at White House to discuss industry's future*, AP News, <https://apnews.com/article/trump-college-sports-white-house-meeting-ff5ffca5b52a3c56cda148c2b062c30a>.

²⁹ Greg Johnson, *What the NCAA Transfer Portal Is ... and What It Isn't*, NCAA (Feb. 8, 2023), <https://www.ncaa.org/news/2023/2/8/media-center-what-the-ncaa-transfer-portal-is-and-what-it-isn-t>.

³⁰ NCAA, *NCAA Division I Transfer FAQs* 1 (July 2024).



window opens April 7 and closes April 21.³¹ Importantly, current NCAA rules do not limit the number of times a student-athlete may enter the portal during their collegiate career, provided they comply with applicable eligibility and academic requirements.³² As a result, the portal has become a central feature of roster construction in modern college athletics; particularly in basketball, football, and other revenue-generating sports

In the context of this year's March Madness bracket, the effects are particularly visible. Tournament rosters that once reflected multi-year recruiting classes are now built through a combination of NIL incentives and transfer-portal acquisitions.³³ Programs seeking to compete deep into the NCAA tournaments increasingly rely on experienced transfers capable of contributing immediately rather than waiting for younger recruits to develop over multiple seasons.

Recent seasons have illustrated the scale of this mobility. Impact players such as Yaxel Lendeborg (Michigan), Donovan Dent (UCLA), and Ryan Conwell (Louisville) have changed programs through the transfer portal and reshaped the competitive outlook of their new teams.³⁴ As a result, a team's success in March Madness increasingly reflects not only high school recruiting success, but also a program's ability to identify and secure talent in the transfer marketplace. This has resulted in a year-round recruiting calendar for athletic programs, as well as allegations of tampering, namely, when players are contacted by other teams dangling lucrative NIL deals during periods while the transfer portal is closed.³⁵

B. Multi-Year NIL Agreements and the Emerging Transfer Tension

With institutions now able to provide significant direct and NIL-based compensation to student-athletes, schools have begun structuring increasingly sophisticated agreements designed to retain talent over multiple seasons. In practice, these arrangements often include multi-year NIL or revenue-sharing commitments intended—at least in part—to incentivize athletes to remain at a particular institution for the duration of their collegiate careers.

But there is a tension: these agreements exist alongside a regulatory framework that strongly favors athlete mobility. Because athletes are now free to enter the NCAA transfer portal with relatively few restrictions, institutions face the possibility that a player receiving significant compensation may elect to transfer in search of improved athletic or

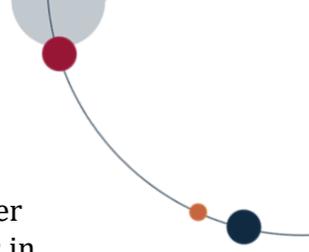
³¹ NCAA, *NCAA Division I Notification of Transfer Windows* (Feb. 2026).

³² NCAA, *Division I Transfer FAQs*, *Supra* note 30.

³³ Alex Semancik, *The NCAA's Moneymaker: Experts Discuss March Madness, Brackets and Impact on College Athletics*, Ohio University (Apr. 3, 2025), <https://www.ohio.edu/news/2025/04/ncaas-moneymaker-experts-discuss-march-madness-brackets-impact-college-athletics>. Yaxel Lendeborg transferred to Michigan from the University of Alabama at Birmingham. Donovan Dent transferred to UCLA from the University of New Mexico. Ryan Conwell transferred to Louisville from Xavier.

³⁴ Jeff Borzello & Myron Medcalf, *Ranking the Top 25 Men's College Basketball Transfers of 2025–26*, ESPN (Mar. 5, 2026), https://www.espn.com/mens-college-basketball/story/_/id/48101602/mens-college-basketball-transfers-ranking-2026.

³⁵ See *Bd. of Regents of the Univ. of Wis. Sys. & VC Connect, LLC v. Univ. of Miami*, *infra* Section III(D).



financial opportunities.³⁶ As a result, the intersection of NIL agreements and transfer mobility has become one of the most consequential—and legally uncertain—issues in modern college athletics.

This tension is reinforced by two related legal principles. First, NCAA bylaws require institutions to permit student-athletes to enter the transfer portal upon request and proper notice—regardless of whether or not that student is bound by an institution-specific NIL agreement.³⁷ Second, prior antitrust enforcement actions underscore that restrictions on athlete mobility, akin to non-compete provisions in employment agreements, are highly disfavored—and may violate Section 1 of the Sherman Act or state antitrust laws.³⁸

C. Buyouts, Liquidated Damages, and Emerging Enforcement Questions

Seemingly anticipating the tension between multi-year NIL agreements and an athlete's right to transfer, the NCAA has issued guidance suggesting that institutions may include buyout provisions or liquidated damages clauses in their agreements, with payments counting toward the receiving institution's annual cap.³⁹ That approach could theoretically preserve contractual stability while maintaining formal transfer rights. But difficult questions remain: at what point do such provisions cross the line from permissible risk allocation to impermissible restraints on mobility? If a liquidated damages clause functions as a substantial financial deterrent to transfer, does it begin to resemble the very transfer restrictions that federal courts have already rejected? These clauses may also give rise to colleges seeking an athlete's transfer offering indemnification as part of their NIL proposal to the targeted athlete.

Although this issue has not yet arisen directly in the context of college basketball, recent developments in college football provide a useful preview of how courts may approach disputes involving multi-year NIL agreements and athlete transfers. One such example is the pending case of *University of Georgia Athletic Association v. Damon Wilson II*.⁴⁰ In December 2025, University of Georgia (Georgia) filed an application in state court to compel arbitration against a former defensive end, Damon Wilson II (Wilson), following his transfer to University of Missouri. Georgia is seeking approximately \$390,000 under a liquidated damages provision in an NIL agreement entered into with Georgia's affiliated collective.⁴¹ The agreement, attached as Exhibit A to the application, allegedly required repayment of the remaining contract value upon Wilson's withdrawal from the program or

³⁶ *What Are the NCAA Transfer Rules?*, NCSA Coll. Recruiting, <https://www.ncsasports.org/recruiting/ncaa-transfer-rules> (last visited Mar. 5, 2026).

³⁷ Nat'l Collegiate Athletic Ass'n, Div. I Manual § 13.1.1.4.3 (2025–26).

³⁸ Order Granting Temporary Restraining Order, *State of Ohio v. Nat'l Collegiate Athletic Ass'n*, No. 1:23-cv-00100-JPB, slip op. at 30–31 (N.D. W. Va. Dec. 13, 2023).

³⁹ Nat'l Collegiate Athletic Ass'n, *Q&A: Implementation of the House Settlement 24* (June 13, 2025) (Example No. 2 – Transfer) (explaining that a buyout payment made by a receiving institution counts against that institution's benefits cap in the year paid).

⁴⁰ Application to Compel Arbitration 7, 10, *Univ. of Ga. Athletic Ass'n, Inc. v. Wilson*, No. SU25CV0569 (Ga. Super. Ct. Athens-Clarke Cnty. Oct. 17, 2025).

⁴¹ *Id.*

entry into the transfer portal.⁴² Wilson challenged the provision as an unlawful penalty and an improper restriction on his ability to transfer.⁴³ The court held a hearing on March 4 regarding Georgia’s application to compel arbitration, but any determination rendered at that hearing is not yet public.⁴⁴ As of this article’s publication, there are no future hearings that have been publicly scheduled and no orders that have been publicly issued in connection with Wilson’s contractual challenge. Whether courts ultimately enforce such provisions—and how they characterize these contractual restraints—could have significant implications for athletes and institutions nationwide.

D. Alternative Enforcement Theories and Broader Implications

Based on these new risks, institutions should therefore be deliberate in structuring long-term compensation agreements to avoid provisions that could be viewed as punitive or effectively restricting a player’s ability to transfer. On the other hand, universities and teams have an interest in their players staying and playing for multiple years. The positions that institutions take in enforcing such provisions may also have implications in the broader debate surrounding whether student-athletes are employees—a long-running issue that shows no sign of resolving anytime soon. The NCAA is currently resisting mediating in *Johnson v. NCAA*, a case pending in federal court in Philadelphia which addresses this very issue.⁴⁵

Finally, institutions may look beyond direct breach claims as a means of protecting their interests, which could lead universities to litigation expenses that would not be addressed through a liquidated damages provision. For example, in the ongoing case *University of Wisconsin v. University of Miami*, filed in the Dane County, Wisconsin Circuit Court, University of Wisconsin and its affiliated NIL collective (Wisconsin) asserted a tortious interference claim related to an alleged NIL-driven transfer of one of its athletes to a different program.⁴⁶ Wisconsin contends that University of Miami (Miami) representatives improperly contacted the athlete and offered a more lucrative NIL arrangement to induce him to abandon his contractual commitments and transfer to Miami, causing Wisconsin financial and reputational harm.⁴⁷ Miami and the player’s representatives dispute the allegations, maintaining that the athlete was free to transfer and denying that any impermissible inducement occurred.⁴⁸ As of the most recent reporting, the case remains pending in Wisconsin state court, with Wisconsin seeking damages and a declaration that Miami’s alleged conduct constituted unlawful interference with the existing NIL

⁴² *Id.*

⁴³ Petition 93–101, *Wilson v. Univ. of Ga. Athletic Ass’n, Inc.*, No. 25BA-CV07027 (Mo. Cir. Ct. Boone Cnty. Dec. 23, 2025).

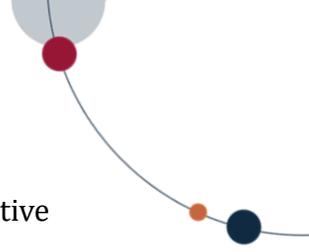
⁴⁴ Order, *Wilson v. Univ. of Ga. Athletic Ass’n, Inc.*, No. 25BA-CV07027 (Mo. Cir. Ct. Boone Cnty. Feb. 11, 2026).

⁴⁵ Joint Status Report at 1–2, *Johnson v. Nat’l Collegiate Athletic Ass’n*, No. 2:19-cv-05230-JP (E.D. Pa. Feb. 10, 2026), ECF No. 255.

⁴⁶ *Bd. of Regents of the Univ. of Wis. Sys. & VC Connect, LLC v. Univ. of Miami*, No. 2025CV002039 (Wis. Cir. Ct. Dane Cnty. June 20, 2025).

⁴⁷ *Id.*

⁴⁸ Stewart Mandel, *Wisconsin’s Lawsuit Against Miami Over Alleged Tampering Tests NIL Era*, *The Athletic* (Aug. 8, 2025), <https://www.nytimes.com/athletic/6543208/2025/08/08/wisconsin-miami-football-tampering-lawsuit/>.



agreements. Such institution-versus-institution litigation may emerge as an alternative enforcement mechanism where direct action against an athlete presents legal or reputational risk.

Taken together, the rise of NIL compensation and the expansion of transfer mobility have fundamentally altered how college athletics rosters are assembled. As these forces continue to reshape the competitive landscape of the NCAA tournament, they also introduce new complexities for institutions, regulators, and stakeholders seeking to preserve the integrity of college athletics. And these complexities cannot be avoided through agreements between schools not to induce each other's athletes to transfer, which would themselves give rise to a wholly different type of antitrust violation – the equivalent of no-poach agreements between companies competing in the same employee pool, which have recently been recognized as *per se* offense under the Sherman Act.

The convergence of increased financial stakes, rapid roster turnover, and unprecedented visibility during March Madness has heightened attention on another emerging issue in the modern college sports ecosystem, discussed in more detail below: the growth of legalized sports betting and its potential implications for tournament integrity.

IV. Eligibility

A. From 'Hard Clocks' to Case-By-Case Injunctions: Eligibility in an Era of Fragmented Authority

For decades, the NCAA's framework allowing players to play four seasons of college sports in five years—augmented by redshirts and occasional waivers—supplied a reasonably predictable eligibility regime. Today, that stability is largely gone. Since late 2024, courts and *ad hoc* waivers issued by the NCAA have increasingly determined who can play and when, often on accelerated timelines that intersect incongruously with competitive calendars and roster planning.⁴⁹ The result is a patchwork system in which TROs and preliminary injunctions can upend national narratives, conference races, and post-season seeding—even as the NCAA asserts that uniform eligibility standards remain essential to a level playing field.⁵⁰

Two trendlines explain the current volatility. First, after the *House* Settlement, athletes' direct compensation and NIL stakes increased athletes' incentives to litigate eligibility denials, particularly where missed seasons equate to significant foregone earnings. Second, judicial skepticism of categorical amateurism defenses—crystallized in antitrust and wage and hour rulings—has spilled into eligibility disputes, encouraging athlete plaintiffs to test the limits of bylaws and waiver criteria in court.

⁴⁹ See, e.g., Eli Lederman, *NCAA Grants Waiver to Ex-JUCO Players While Appealing Pavia Ruling*, ESPN (Dec. 23, 2024), <https://www.espn.com/college-football/story//id/43131557/>; NCAA Div. I Board of Directors, *Waiver Guidance for 2025-26 Eligibility—Q&A* (updated July 18, 2025),

https://ncaaorg.s3.amazonaws.com/committees/d1/board/2025-26D1BOD_WaiverEligibilityQA.pdf.

⁵⁰ Pete Thamel & Dan Wetzel, *NCAA Appealing Ruling Granting Ole Miss QB Chambliss a 6th Year*, ESPN (Mar. 5, 2026), <https://www.espn.com/college-football/story//id/48114754/>.

B. Case Study #1: Trinidad Chambliss and the Expanding Role of State Courts

The highest-profile eligibility saga of late is that of University of Mississippi (Mississippi) quarterback Trinidad Chambliss. After transferring from Division II Ferris State University, Chambliss began the 2025 season as the backup quarterback at Mississippi, only to take over the starting role in mid-September and lead the Rebels to its best season in school history and within inches of the national championship game. Although many expected him to enter the NFL draft, Chambliss instead sought a sixth year of eligibility, arguing that a 2022 medical redshirt season at Ferris State—during which he did not play due to a health issue—should not count toward his eligibility clock.⁵¹ Analysts noted that remaining at Mississippi in 2026 could earn him more through NIL than an NFL roster spot, upending long-held notions about the lucrativeness of the NFL.⁵²

In January 2026, the NCAA denied Chambliss' request, citing a lack of contemporaneous medical documentation supporting an “incapacitating” 2022 condition and emphasizing consistency in the application of clock-extension waivers.⁵³ Chambliss sued in Mississippi state court and, on February 12, obtained a preliminary injunction allowing him to play during the 2026 season while the case proceeds.⁵⁴ The NCAA, warning of irreparable harm to competitive equity and its authority to interpret bylaws, submitted an appeal on March 5 asking the Mississippi Supreme Court to overrule the injunction.⁵⁵ That appeal is currently pending.

Reporting on the Chambliss case underscores the stakes of that appeal. The injunction effectively confers an extra season of eligibility for a top Southeastern Conference (SEC) quarterback coming off a historic season for a school that has invested millions of dollars in its football program. Conversely, the NCAA argues that allowing trial-level courts to selectively override denials of eligibility would turn uniform eligibility rules into a venue-shopping exercise. This can be particularly true when state judges are alumni of the schools seeking extended eligibility for star players. Chambliss' counsel, in turn, frames the issue as a rules application (not rulemaking) error, invoking prior Supreme Court defeats for the

⁵¹ That is, the NCAA's five-year window in which an athlete may use up to four seasons of competition.

⁵² Matt De Lima, *David Pollack Names College Football QB Who Made Wrong Decision on NFL Draft*, Sports Illustrated (Feb. 17, 2026), <https://www.si.com/fannation/college/cfb-hq/news/david-pollack-names-college-football-qb-who-made-wrong-decision-on-nfl-draft-trinidad-chambliss-ole-miss-rebels>.

⁵³ Grace Raynor, *Trinidad Chambliss' Waiver for Sixth Year of Eligibility Denied by NCAA*, The Athletic (Jan. 9, 2026), <https://www.nytimes.com/athletic/6957718/2026/01/09/trinidad-chambliss-eligibility-ncaa-waiver-denied/>.

⁵⁴ Sean Leahy & Ross Dellenger, *Ole Miss QB Trinidad Chambliss Denied Sixth Year of Eligibility*, Yahoo Sports (Jan. 9, 2026), <https://sports.yahoo.com/college-football/article/ole-miss-qb-trinidad-chambliss-denied-sixth-year-of-eligibility-by-ncaa-185854761.html>; Zack Nagy, *NCAA To Appeal Ole Miss Football Trinidad Chambliss Injunction*, Sports Illustrated (Mar. 5, 2026), <https://www.si.com/college/olemiss/football/ncaa-to-appeal-ole-miss-football-trinidad-chambliss-injunction-in-historic-move-01kjzx2r2bkh>.

⁵⁵ Pete Thamel & Dan Wetzel, *NCAA Appealing Ruling Granting Ole Miss QB Chambliss a 6th Year*, ESPN (Mar. 5, 2026), <https://www.espn.com/college-football/story/id/48114754/>.

NCAA's antitrust positions.⁵⁶ Whatever the appellate outcome, the Chambliss matter is now a template for high-leverage eligibility litigation, complete with rapid filings, social media statements, and direct consequences for roster construction and media rights value.

Other similar high-profile eligibility lawsuits are ongoing, including (1) *Charles Bediako v. NCAA*, in which an Alabama state court initially granted a TRO that allowed the former G-League center to rejoin Alabama mid-season before denying a preliminary injunction—the Alabama Supreme Court declined to grant emergency relief, leaving in place the trial court's denial of the preliminary injunction,⁵⁷ and (2) *Pavia v. NCAA*, where a federal court granted an injunction allowing Vanderbilt quarterback Diego Pavia to play in 2025, which, in turn, led the NCAA Division I Board of Directors to adopt a one-year division-wide waiver for the 2025–26 season covering athletes who had previously competed at non-NCAA institutions and would have otherwise exhausted eligibility in 2024–25.⁵⁸

Taken together with the Chambliss case, these matters illustrate that athletes now perceive court relief as a viable avenue for remedy when NCAA eligibility denials hinge on documentation gaps or discretionary standards. This perspective shifts the balance of leverage in negotiations of NIL extensions and institutional return-packages for stars contemplating leaving school for professional sports or entering the transfer portal. Institutions must prepare litigation-adjacent playbooks and parallel roster contingencies if mid-offseason injunctions are granted or vacated. Similarly, the NCAA faces a legitimacy test: it is litigating cases to preserve central interpretive authority of who can play college sports and when, but every trial-level injunction resulting in eligibility despite the NCAA's wishes can be interpreted as a loss of control, fueling calls for federal preemption or sharper statutory guardrails.

C. Case Study #2: Charles Bediako and the 'Pro-to-College' Return

If the Chambliss case highlights added uncertainty in 'extra season' disputes, University of Alabama (Alabama) men's basketball center Charles Bediako spotlights an even thornier question: may a player who signed a professional contract return to Division I athletics? Historically, it has been well-settled that once a player leaves college sports for the pros, they can no longer return to college sports. This may no longer be the case.

Bediako played for Alabama from 2021–23 before entering the 2023 NBA Draft. Though he was not drafted, Bediako signed a two-way contract with the San Antonio Spurs and spent the next two and a half seasons in the G League with, among others, the Grand Rapids Gold and Motor City Cruise. Seeking to finish his degree and take advantage of a changed NIL/post-*House* landscape, he sued the NCAA for reinstatement in early 2026.⁵⁹ In January,

⁵⁶ Brad Crawford, *NCAA Appeals Chambliss Injunction, Challenges His 2026 Eligibility*, CBS Sports (Mar. 5, 2026), <https://www.cbssports.com/college-football/news/ncaa-appeal-chambliss-injunction-eligibility-2026-season/>.

⁵⁷ See *infra* at Section IV(C).

⁵⁸ See *infra* at Section IV(D).

⁵⁹ Myron Medcalf, *Ex-Alabama, G League player Bediako sues NCAA over eligibility*, ESPN (Jan. 20, 2026), https://www.espn.com/mens-college-basketball/story/_/id/47677338/former-alabama-g-league-player-sues-ncaa-eligibility.

a state court judge in Tuscaloosa, Alabama issued a temporary restraining order declaring Bediako “immediately eligible” to play, blocking NCAA retaliation while the case proceeded.⁶⁰ Based on that ruling, Bediako then played in five Alabama basketball games under the TRO. However, on February 9, the court denied a preliminary injunction, finding no irreparable harm to Bediako or likelihood of success, and the Alabama Supreme Court later denied emergency relief, effectively ending his return that season.⁶¹

The NCAA celebrated the ruling as confirmation that signing an NBA contract remains a firm eligibility boundary.⁶² This issue has also arisen in the international context, most notably relating to James Nnaji’s unusual return to college basketball. Nnaji—selected 31st overall in the 2023 NBA Draft—never signed an NBA contract and never appeared in an NBA or G League regular-season game, instead spending several years playing professionally in Europe before committing to Baylor University for the 2025–26 season.⁶³ His case drew national attention because he was the first former NBA draft pick to be cleared for NCAA competition in decades, highlighting how his lack of an NBA deal allowed him to exploit a narrow eligibility pathway that would otherwise have been foreclosed to drafted players. This exception underscored the NCAA’s continued insistence that *signing* an NBA contract—not merely being drafted—remains the decisive “red line,” even as cases like Nnaji’s fuel broader debate about the future of amateurism, eligibility rules, and the increasingly complex relationship between professional and collegiate basketball.⁶⁴ In light of the outcome of the Nnaji case, Charles Bediako’s filings accused the NCAA of an arbitrary double standard that treats domestic professional experience more harshly than European professional experience.⁶⁵

Procedurally, the Bediako case generated a string of unprecedented developments for NCAA eligibility disputes beginning with a short-term judicial intervention allowing Bediako to

⁶⁰ Associated Press, *Ex-Alabama Player Charles Bediako, Who Played in NBA G League, Gets Temporary College Eligibility* (Jan. 21, 2026), <https://apnews.com/article/charles-bediako-alabama-ncaa-167389bcbb9c757611e3f760abc24be0>.

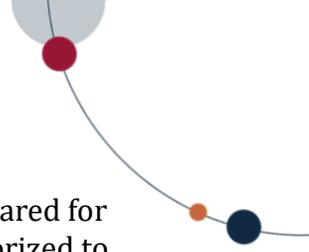
⁶¹ Matt Norlander, *Why Charles Bediako’s Journey Back to Alabama Is Over*, CBS Sports (Feb. 10, 2026), <https://www.cbssports.com/college-basketball/news/charles-bediako-alabama-ineligible-judge-g-league-ncaa-nba-draft-nate-oats/>; NBC Sports, *Alabama Supreme Court Denies Bediako’s Request* (Feb. 28, 2026), <https://www.nbcsports.com/mens-college-basketball/news/alabama-supreme-court-denies-charles-bediakos-request-to-play-for-alabama-again>.

⁶² Creg Stephenson, *NCAA praises ‘common sense’ Bediako ruling, clarifies Alabama’s NCAA tournament resume*, AL.com, (Feb. 9, 2026 at 7:21 PM ET), <https://www.al.com/alabamabasketball/2026/02/ncaa-praises-common-sense-bediako-ruling-clarifies-alabamas-ncaa-tournament-resume.html>.

⁶³ Colin Salao, *From NBA Draft Pick to College Center: James Nnaji Joins Baylor*, Front Office Sports, (Dec. 25, 2025 at 4:30 PM), <https://frontofficesports.com/from-nba-draft-pick-to-college-center-james-nnaji-joins-baylor/>.

⁶⁴ Creg Stephenson, *NCAA praises ‘common sense’ Bediako ruling, clarifies Alabama’s NCAA tournament resume*, AL.com, (Feb. 9, 2026 at 7:21 PM ET), <https://www.al.com/alabamabasketball/2026/02/ncaa-praises-common-sense-bediako-ruling-clarifies-alabamas-ncaa-tournament-resume.html>.

⁶⁵ Myron Medcalf, *Ex-Alabama, G League player Bediako sues NCAA over eligibility*, ESPN (Jan. 20, 2026), https://www.espn.com/mens-college-basketball/story/_/id/47677338/former-alabama-g-league-player-sues-ncaa-eligibility.



rejoin Alabama mid-season.⁶⁶ This marked the first time that a player who had declared for the draft, signed an NBA contract, and sought to reverse course was judicially authorized to return to Division I competition on an emergency basis.⁶⁷ Not only that, but the TRO expressly restrained the NCAA from imposing or threatening sanctions against Bediako or Alabama while the case proceeded.⁶⁸ The proceedings then accelerated: the NCAA successfully moved to recuse the initial judge over appearance-of-impropriety concerns tied to the judge’s donations to the university, and the matter was reassigned mid-litigation even as Bediako logged on-court minutes under the TRO.⁶⁹ As the calendar closed in on conference and NCAA tournaments, a new trial judge denied a preliminary injunction, ending Bediako’s interim playing status.⁷⁰ The Alabama Supreme Court likewise declined to grant emergency relief pending appeal, underscoring how even a fast-tracked appeal could not outrun the season’s fixed schedule.⁷¹ Ultimately, Bediako dismissed the suit in mid-March after exhausting his state-court options, cementing the episode as a rare mid-season judicial greenlight that proved temporary.⁷²

Substantively, these courts’ refusal to grant preliminary relief signaled a notable judicial hesitance to disturb or reinterpret established NCAA eligibility limits tied to draft declarations and professional participation. The trial court concluded that Bediako had not met the standard for extraordinary injunctive relief, emphasizing that the harms from lost playing opportunities were not the sort of irreparable injury that would justify sidelining existing rules through emergency orders.⁷³ That posture held even as Bediako’s filings pointed to contemporaneous eligibility decisions involving former professionals—most prominently, Baylor’s addition of Nnaji—as evidence that the amateur-professional boundary was already shifting. The Alabama courts treated those developments as distinguishable rather than transformative, particularly where, unlike Nnaji, Bediako had actually signed an NBA contract. Ultimately, the decision underscores a judicial posture that courts—at least in Alabama—are not prepared to reshape entrenched NCAA eligibility frameworks through emergency litigation despite nationwide pressures to modernize collegiate athletics in the wake of *House*.

⁶⁶ Myron Medcalf, *Alabama Supreme Court Denies Charles Bediako’s Request to Play While Case Is Appealed*, ESPN (Feb. 27, 2026), https://www.espn.com/mens-college-basketball/story/_/id/48057768/alabama-supreme-court-denies-charles-bediako-request-play-case-appealed.

⁶⁷ *Id.*

⁶⁸ *Bediako v. NCAA, Inc.*, No. CV-2026-900089.00 (Cir. Ct. Tuscaloosa Cnty., Ala. Jan. 21, 2026).

⁶⁹ Nick Kelly, *Judge in Charles Bediako Alabama Basketball Eligibility Case Recuses Himself*, THE ATHLETIC (Jan. 28, 2026), <https://www.nytimes.com/athletic/7000888/2026/01/28/charles-bediako-alabama-ncaa-judge-lawsuit/>.

⁷⁰ *Bediako*, No. CV-2026-900089.00 (Cir. Ct. Tuscaloosa Cnty., Ala. Feb. 9, 2026).

⁷¹ Nick Bromberg, *Alabama Supreme Court Refuses to Grant Charles Bediako Emergency Injunction to Rejoin Alabama Basketball Team*, Yahoo Sports (Feb. 27, 2026), <https://sports.yahoo.com/mens-college-basketball/breaking-news/article/alabama-supreme-court-refuses-to-grant-charles-bediako-emergency-injunction-to-rejoin-alabama-basketball-team-203547274.html>.

⁷² Mike Rodak, *Charles Bediako Drops Lawsuit Against NCAA After Failed Bid to Remain Eligible This Season*, 247SPORTS (Mar. 16, 2026), <https://247sports.com/college/alabama/article/charles-bediako-drops-lawsuit-against-ncaa-after-failed-bid-to-remain-eligible-this-season-277920450/>.

⁷³ *Bediako*, No. CV-2026-900089.00 (Cir. Ct. Tuscaloosa Cnty., Ala. Feb. 9, 2026).



Given the intense and highly publicized backlash (including sharp criticism by coaches and the NCAA) to Bediako’s attempted return to college basketball, athletes and agents considering a return to college sports from the professional ranks should expect stiff resistance and compressed litigation timelines. Even ‘wins’ in the form of TROs may be fleeting. Going forward, stakeholders should closely watch whether conferences and the NCAA move to clarify distinctions between athletes who previously played professionally overseas without NBA contracts and those who participated domestically in the G League or signed two-way deals—an area that caused significant confusion earlier this year.

D. JUCO/Non-NCAA Seasons and the “Extension” Wave

A separate but consequential evolving issue involves athletes who played seasons at non-NCAA institutions, such as junior colleges (JUCOs). As noted above, a federal court enjoined the NCAA in the case of Diego Pavia—a Vanderbilt quarterback whose career included seasons at a JUCO (New Mexico Military Institute), New Mexico State, and Vanderbilt—and allowed him to play an additional year at Vanderbilt. He successfully challenged an NCAA rule that had counted his JUCO season against his Division I limit. In direct reaction to that litigation, the NCAA Division I Board of Directors—the chief governing body responsible for overseeing Division I policy, including eligibility standards—issued a blanket waiver granting an extra year in 2025–26 to athletes who similarly spent at least one season at a non-NCAA school and otherwise would have exhausted eligibility in 2024–25, later clarifying scope via Q&A.⁷⁴

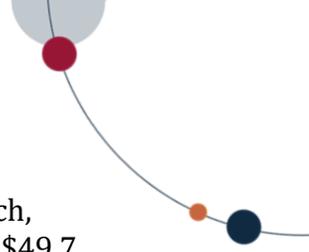
That relief, though time-limited, is emblematic: litigation pressure now routinely yields class-wide or sport-wide waiver guidance. As a result, university compliance offices should track not only formal NCAA bylaws and manuals, but also Q&A updates and litigation-driven memos, as missed guidance can have detrimental effects on player eligibility determinations.⁷⁵

V. For-Cause Firing of Coaches

Another area of increasingly contentious litigation and heightened risk involves the hiring and firing of coaches. Historically, some college sports coaches have taken on an almost mythical importance to their schools, communities, and fans—like Bear Bryant of Alabama, John Wooden of UCLA, the “Bo vs. Woody” rivalry at Michigan and Ohio State, and the “Coach K vs. Dean” rivalry at Duke and UNC Chapel Hill. Today, universities are still seeking their own legendary coaches and the success that comes with them. Accordingly, collegiate athletics increasingly follows a familiar script: schools pursue promising coaching candidates and extend hefty contracts with significant buyouts to persuade them to take the helm of popular teams. But in a year or two, when the coach has underperformed, the school starts looking around to find a way to resolve its buyer’s remorse. Many schools have simply swallowed the cost of paying the coach’s buyout, with football coaches receiving

⁷⁴ Eli Lederman, *NCAA Grants Waiver to Ex-JUCO Players While Appealing Pavia Ruling*, ESPN (Dec. 23, 2024), <https://www.espn.com/college-football/story//id/43131557/>.

⁷⁵ Pete Nakos, *NCAA Releases Guidance Around JUCO Eligibility Waiver*, On3 (Mar. 13, 2025), <https://www.on3.com/nl/news/ncaa-releases-guidance-around-juco-eligibility-waiver/>.



record-setting amounts in recent years, including Texas A&M paying its former coach, Jimbo Fisher, \$76.8 million and Penn State paying its former coach, James Franklin, \$49.7 million. Some schools are increasingly discontented with paying these hefty buyouts, however, and are attempting to fire coaches for cause instead of disguising the dismissal as a mutual separation or a not-for-cause firing.

Kansas State University (Kansas State) is the prime example of this strategy. Kansas State recently fired Jerome Tang for cause as head coach of the men's basketball team. The stated reason? He criticized his team in a post-game interview after a 29-point loss, saying:

These dudes do not deserve to wear this uniform. There will be very few of them in it next year. I'm embarrassed for the university, and I'm embarrassed for our fans, our student section. It is just ridiculous. We've got practice at 6 a.m. tomorrow morning, and we will get this thing right. I have no answer and no words. . . . Right now, I'm like pissed.⁷⁶

These comments are pointed, but not measurably harsher than other post-game press conferences that coaches have given in recent seasons. Although a for-cause firing for such post-game comments is certainly unique, Kansas State is relying on contractual language for its defense. Tang's contract states: "Coach shall not engage in any behavior, actions, or activities . . . that subject Coach, Kansas State Athletics or the University to public disrepute, embarrassment, ridicule or scandal."⁷⁷ Tang's contract also provides that it is in the "sole reasonable judgment of the Athletics director" to determine what constitutes "objectionable behavior" that merits a for-cause firing.⁷⁸ Gene Taylor, Kansas State's Athletic Director, had determined the post-game press conference was an embarrassment to the university and that a for-cause firing was merited.

Interestingly, Kansas State tried to avoid this situation by offering Tang a chance to coach the remainder of the season and then resign (but receive an amount of money less than the full buyout) or to be fired for cause immediately. Tang ultimately chose the latter. To the extent litigation ensues, Tang will almost certainly argue that the for-cause firing was just pretext for poor on-court results (which he will likely argue were due to factors beyond his control) and that he should receive his full buyout payment.

Contrast this case to Louisiana State University (LSU), which recently attempted a similar move but reversed course shortly thereafter. LSU, one of the most prominent football teams in the sport, fired its football coach Brian Kelly just eight games into the 2025 season after a blowout loss.⁷⁹ Kelly was hired less than four years earlier after leaving Notre Dame and

⁷⁶ David Ubben, *Kansas State says Jerome Tang's Words Cost Him His Job. Do His Comments Justify It?*, *The Athletic* (Feb. 18, 2026), <https://www.nytimes.com/athletic/7053723/2026/02/18/kansas-state-jerome-tang-fired-for-cause/>.

⁷⁷ *Id.*

⁷⁸ *Id.*

⁷⁹ Ralph D. Russo and Chris Vanini, *Brian Kelly Files Lawsuit Against LSU Alleging School Wants to Fire Him For Cause*, *The Athletic* (Nov. 11, 2025), <https://www.nytimes.com/athletic/6796896/2025/11/11/brian-kelly-lsu-lawsuit/>.

promising a return to national prominence for the LSU Tigers.⁸⁰ However, despite coaching a Heisman Trophy winner and having some success, LSU's administration (and fanbase) were not satisfied with the results and fired Kelly, ultimately hiring Mississippi coach, Lane Kiffin, as his replacement.⁸¹ Kelly subsequently sued LSU, alleging that LSU was claiming (1) Kelly had not been formally terminated, and (2) there were grounds for termination without cause.⁸² After the lawsuit became public, LSU officially fired Kelly without cause.⁸³ As a result, Kelly will be entitled to his full buyout payment.

The Tang and Kelly matters underscore a growing trend: as buyouts soar, schools are showing an increased willingness to stretch—or aggressively interpret—their 'for-cause' provisions to avoid substantial payout obligations. This shift raises the stakes for both institutions and coaches, making precise contract drafting and disciplined internal processes and documentation more important than ever. Schools should also keep in mind that winning the press conference with a splashy hire is no guarantee the relationship will end amicably, and litigation fees may make the new hire more costly than anticipated.

VI. Gambling, Prediction Markets, and Fraud

As March Madness tips off, it is clear that gambling has become ubiquitous in college sports. Everywhere you look, viewers are inundated with ads to bet on every aspect of the games—who will win, how many points a player will score, even whether a coach will get ejected from the game. And now, bettors no longer have to visit a sportsbook—they can gamble virtually unlimited sums of money from their phones. But beyond the bets themselves or the sportsbook commercials that appear during every game, gambling is impacting the integrity of the on-court product. This year, the Department of Justice brought criminal cases against dozens of student-athletes and individuals who allegedly fixed betting outcomes. In response to these issues, the NCAA is lobbying to ban 'prop bets' (proposition bets on specific events or player performances) and requiring teams to submit player availability reports (described below) during March Madness. And just as gambling enforcement heats up, schools and the NCAA now must deal with a new threat caused by prediction markets that are rapidly gaining popularity, particularly with young fans.

A. Point-Shaving Indictments

Recently, federal prosecutors brought charges of bribery, wire fraud, and conspiracy to commit wire fraud in the Eastern District of Pennsylvania (EDPA) against a group of defendants "accused of orchestrating one of the biggest point-shaving plots in American

⁸⁰ *Id.*

⁸¹ Pete Thamel and Mark Schlabach, *Lane Kiffin Hired as LSU's Coach, Won't Finish Season With Ole Miss*, ESPN (Nov. 30, 2025), https://www.espn.com/college-football/story/_/id/47154312/lane-kiffin-hired-lsu-coach-finish-season-ole-miss.

⁸² Ralph D. Russo and Chris Vanini, *Brian Kelly Files Lawsuit Against LSU Alleging School Wants to Fire Him For Cause*, The Athletic (Nov. 11, 2025), <https://www.nytimes.com/athletic/6796896/2025/11/11/brian-kelly-lsu-lawsuit/>.

⁸³ Pete Thamel, *Sources: LSU Fires Brian Kelly Without Cause, Owes Buyout*, ESPN (Nov. 26, 2025), https://www.espn.com/college-football/story/_/id/47113365/lsu-officially-terminates-football-coach-brian-kelly-cause.



sports history”—a college basketball game-rigging scheme that “ensnared at least 39 athletes at 17 different schools.”⁸⁴ The group allegedly began paying players to influence games during the 2023–24 season.⁸⁵ According to reports, the alleged scheme involved payments to athletes (largely non-marquee athletes with low- to moderate-value NIL deals) to influence game outcomes while providing huge payouts to the gamblers, highlighting how easily collegiate competitions may be susceptible to manipulation.⁸⁶ In particular, the gamblers charged in the indictment targeted basketball players at low-to-mid-major schools (rather than high-profile programs where players typically earn large NIL deals), showing that while some college athletes are making millions of dollars, others can be easily manipulated to alter their on-court performance for a relatively small sum of money.

The scale of the alleged misconduct has amplified concerns about integrity safeguards in college sports, particularly as wagering products proliferate and diversify. These developments provide additional context for the NCAA’s position that expanded betting-adjacent products pose heightened risks in the collegiate environment, where the benefits of the pay-to-play revolution have not been enjoyed equally across Division I student-athletes and “the gap between the haves and have-nots is the widest it has ever been.”⁸⁷

B. The NCAA’s Push to Ban Prop Bets

In an attempt to prevent gambling scandals that affect the integrity of the game, the NCAA has spent the last several years pushing for a prohibition on collegiate player-specific prop bets. Prop bets are bets on an outcome other than a final score, such as how many dunks a player has in a game or how many rebounds another player corrals. As demonstrated by the federal indictments announced earlier this year, prop bets are the bets most susceptible to manipulation. This is because, while it is typically difficult for one player to change the outcome of a game, one player can easily control his or her own performance to ensure a prop bet is successful. This is particularly true if the prop bet concerns a less-than-premier player, as in the case of Jontay Porter, a relatively unknown former NBA player who pled

⁸⁴ Jared Diamond and Louise Radnofsky, *The Easiest Play in College Basketball: Rigging Games for Gamblers*, Wall St. J. (Jan. 27, 2026), https://www.wsj.com/sports/basketball/college-basketball-gambling-scandal-407ed3b6?mod=hp_lead_pos11; Press Release, U.S. Attorney’s Office, Eastern District of Pennsylvania, *26 People Charged in Alleged Bribery and Point-Shaving Scheme to Fix NCAA, CBA Men’s Basketball Games* (Jan. 15, 2026), <https://www.justice.gov/usao-edpa/pr/26-people-charged-alleged-bribery-and-point-shaving-scheme-fix-ncaa-cba-mens>.

⁸⁵ Mike Vorkunov, *Federal Prosecutors Charge 26 Men With Alleged Conspiracy to Manipulate College Basketball Games*, The Athletic (Jan. 15, 2026), <https://www.nytimes.com/athletic/6973903/2026/01/15/ncaa-college-basketball-gambling-investigation-charges/>.

⁸⁶ See Diamond, *supra* note 84 (“Leagues and gambling operators have insisted that . . . today’s players earn too much money to risk their careers for whatever extra they could make by shaving points. . . . But the reality is that there are more than 350 teams in D-I. And the overwhelming majority do not have access to the millions on offer at powerhouses. . . . In most cases, the payments to participate in the point-shaving scheme were less than the value of one year of their basketball scholarships. For players making little or no actual money, it was enough.”).

⁸⁷ *Id.*

guilty to accepting money in exchange for manipulating his own performance to ensure gamblers won their prop bets on his statistics.⁸⁸

Prop bets are also directly tied to an increase in the harassment of student-athletes. As the Big 10 Conference Student-Athlete Issues Commission explained in a February letter to NCAA President Charlie Baker, “[t]here are fans that sit behind the bench yelling horrible things when expectations are not met, and the keyboard warriors not in attendance send cruel DMs to players when bets do not cash out. Prop bets are a direct avenue to the overwhelming number of death threats that student athletes receive. . . .”⁸⁹

The NCAA’s lobbying for a prop bet ban has become one of the defining themes of President Baker’s tenure. In 2023, the NCAA sent a letter asking state gambling commissions to amend their laws to provide “a stronger framework for protection of student-athlete well-being” by banning prop bets.⁹⁰ During his testimony before Congress in 2024, President Baker urged Congress to ban prop bets.⁹¹ In a January 2026 letter to the United States Commodity Futures Trading Commission (CFTC), President Baker urged federal regulators to suspend prediction markets from offering trades on college sports until a comprehensive regulatory framework can be established.⁹² That same month, President Baker reiterated his request that state gambling commissions “adjust state laws and regulations to eliminate gambling on individual prop bets and other high-risk prop bets such as first half unders.”⁹³

Some jurisdictions have begun to move in that direction, though not always as broadly as the NCAA has proposed. For example, in March 2026, Washington enacted legislation that prohibits wagers on the performance of individual college athletes enrolled at in-state institutions, as well as bets tied to coaching and officiating decisions in those contests.⁹⁴ The law also includes integrity protections, banning the use of non-public information for wagering purposes, criminalizing efforts to influence game outcomes, and prohibiting threats against players, coaches, or officials.⁹⁵ However, his crusade has also met resistance.

⁸⁸ David Purdum, *NBA Bans Raptor’s Jontay Porter for Gambling Violations*, ESPN (Apr. 17, 2024), https://www.espn.com/nba/story/_/id/39962406/nba-bans-raptors-jontay-porter-gambling-violations.

⁸⁹ Letter from Big Ten Conference – Student-Athlete Issues Commission to Charlie Baker, President, NCAA (Feb. 10, 2026), <https://img.boostsport.ai/boost-cms/Big%20Ten%20Conference%20Statement%20Against%20Prop%20Betting.pdf>.

⁹⁰ Press Release, NCAA Media Center, *NCAA Urges Gambling Commissions to Eliminate Prop Bets* (Jan. 15, 2026), <https://www.ncaa.org/news/2026/1/15/media-center-ncaa-urges-gambling-commissions-to-eliminate-prop-bets.aspx>.

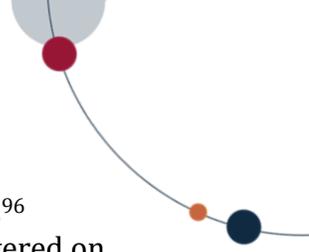
⁹¹ Becky Sullivan, *The President Of The NCAA Calls For a Ban on ‘Prop Bets’ In College Sports*, NPR (Dec. 17, 2024), <https://www.cfpublish.org/2024-12-17/the-president-of-the-ncaa-calls-for-a-ban-on-prop-bets-in-college-sports>.

⁹² Letter from Charlie Baker, President, NCAA, to Michael S. Selig, Chairman, CFTC (Jan. 14, 2026), https://ncaaorg.s3.amazonaws.com/ncaa/wagering/2026NCAA_CFTCLetter.pdf.

⁹³ Press Release, NCAA Media Center, *NCAA Urges Gambling Commissions to Eliminate Prop Bets* (Jan. 15, 2026), <https://www.ncaa.org/news/2026/1/15/media-center-ncaa-urges-gambling-commissions-to-eliminate-prop-bets.aspx>.

⁹⁴ S.B. 6137, 69th Leg., Reg. Sess. (Wash. 2026) (enrolled bill).

⁹⁵ *Id.*



For example, in January, the Missouri legislature rejected an effort to ban prop bets.⁹⁶ Working against President Baker’s efforts is the fact that millions of dollars are wagered on prop bets—and millions more are expected during March Madness games—increasing revenue for sports books and states alike (states with legalized sports betting receive tax revenues from the sportsbooks).

Although the fate of prop bets is uncertain, schools can play a central role right now to protect their athletes from related pressures by adopting campus-level policies and support structures, such as confidential reporting channels that empower players to seek help or report harassment.

C. Availability Reports

On March 4, the NCAA announced that schools participating in men’s and women’s March Madness games will be fined if they do not comply with the player availability reporting program.⁹⁷ Schools must submit initial player availability reports by 9:00 PM local time the day before competition and provide any updates two hours prior to tip-off.⁹⁸ Schools must designate players as “available (more than a 75% chance to play), questionable (up to a 75% chance to play) or out (will not play).”⁹⁹

The NCAA and its member schools have faced increasing risks tied to the misuse of insider injury information—risks that are heightened in the collegiate environment, where athletes, trainers, student managers, and other affiliates may be more susceptible to improper inquiries or inducements. The NCAA hopes the report will reduce the value of illicit information, limit opportunities for manipulation, and provide sportsbooks and integrity-monitoring firms with more reliable baseline data.

D. Prediction Markets

One evolving area of law closely tied to sports gambling is prediction markets. Prediction markets, such as Kalshi and Polymarket, are trading platforms that allow users to buy and sell contracts tied to the outcome of future events. Unlike traditional sportsbooks, participants are not wagering against a casino. Instead, they are taking opposing positions against one another.¹⁰⁰ Most prediction markets are structured around seemingly simple binary questions. A contract typically resolves to a fixed amount—often \$1—if a specified event occurs, and \$0 if it does not. For example, a contract might ask whether a 16-seed will upset a 1-seed this year during March Madness. Traders can purchase any number of ‘Yes’ shares if they believe the upset will occur, or ‘No’ shares if they believe it will not. If the

⁹⁶ Associated Press, *Missouri Regulators Reject Ban on College Athlete Prop Bets*, ESPN (Jan. 22, 2026), https://www.espn.com/college-sports/story/_/id/47696528/missouri-regulators-reject-ban-college-athlete-prop-bets.

⁹⁷ Press Release, NCAA Media Center, *NCAA Releases Penalty and Process Details For March Madness Player Availability Reports*.

⁹⁸ *Id.*

⁹⁹ *Id.*

¹⁰⁰ See, e.g., *Polymarket US Overview*, Polymarket US Documentation, <https://docs.polymarket.us/polymarket-learn/home> (last visited Feb. 11, 2026).



specified outcome occurs, ‘Yes’ shares pay out at \$1 and ‘No’ shares expire as worthless. Prices fluctuate as users buy positions, reflecting the market's collective assessment of the probability of the event.

There is a significant debate around whether these prediction markets are actual exchanges or just another form of gambling. Many states, as well as Native American tribes holding exclusive gambling rights, have alleged that prediction markets are a form of gambling under their respective state laws. New York Attorney General Letitia James even issued a consumer alert the week before the 2026 Super Bowl, warning that “unlicensed entities offering sports-related ‘event contracts’ over purported derivatives exchanges constitutes gambling in violation of New York law.”¹⁰¹ The CFTC, on the other hand, has taken the position that the prediction markets are legally valid exchanges that they have the “exclusive” authority to regulate.¹⁰²

Although much of this sounds academic, the implications for organizations and schools are not. In February 2026, US Attorney Jay Clayton of the Southern District of New York (and previously the head of the US Securities and Exchange Commission) said that he expected to bring prosecutions against prediction market participants and stated that just “[b]ecause it’s a prediction market doesn’t insulate you from fraud.”¹⁰³ This was a notable position for a top federal law enforcement official to take, suggesting that there may be enforcement actions coming in the near future. Organizations and individuals should also be mindful that, given prediction markets’ current characterization as exchanges, some misuse of prediction markets could be treated as insider trading. For example, a player (or someone connected to a team) that has non-public information could try to profit in a prediction market based on the outcome of a game. Would such bets be prosecuted as insider trading? The regulatory and litigation risks surrounding prediction markets are only now coming into focus.

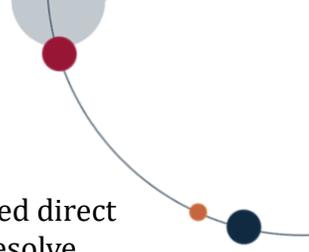
VII. Future Regulatory Landscape

A. What Comes After House: The NCAA’s D.C. Strategy, New Bills, and the Employment Question

¹⁰¹ Alert, Office of the New York State Attorney General, *Industry Alert: Conducting, Advertising, and Promoting Unlicensed Gambling through “Event Contracts” May Subject So-Called “Prediction Markets” to Civil and Criminal Penalties* (Feb. 2, 2026), <https://ag.ny.gov/sites/default/files/2026-02/prediction-market-industry-alert-oag-1.30.26-final.pdf>. See also Alert, Office of the New York State Attorney General, *Consumer Alert and Industry Alert: Attorney General James Warns New Yorkers of Potential Harms of Sports Betting and Prediction Markets* (Feb. 2, 2026), <https://ag.ny.gov/press-release/2026/consumer-alert-and-industry-alert-attorney-general-james-warns-new-yorkers>.

¹⁰² Michael S. Selig, *States Encroach on Prediction Markets*, Wall St. J. (Feb. 16, 2026), <https://www.wsj.com/opinion/states-encroach-on-prediction-markets-6eb43af9>; see also Dylan Tokar, *Meet the Trump Official Fighting for Prediction Markets*, Wall St. J. (Feb. 21, 2026), <https://www.wsj.com/finance/regulation/meet-the-trump-official-fighting-for-prediction-markets-b1e64a09?>

¹⁰³ Jessica Corso, *SDNY Chief Says Office Has Eye On Prediction Markets*, Law360 (Feb. 5, 2026), <https://www.law360.com/whitecollar/articles/2438607>.



As Steptoe has previously described, the approved *House Settlement* institutionalized direct revenue-sharing and erected the CSC’s ‘NIL Go’ review architecture. But it did not resolve the two structural issues now dominating Washington and the courts: (1) whether Congress will preempt state NIL laws and confer targeted antitrust protection to stabilize eligibility and compensation rules; and (2) whether athletes—especially in high-revenue sports—are employees under federal or state law.

B. The NCAA’s Lobbying Bet: Narrow Antitrust Protection + Employment Guardrails

After years of smaller, narrowly targeted requests for federal protections, the NCAA escalated its federal strategy in 2025, doubling its lobbying spend as it sought passage of the SCORE Act framework, a proposed federal bill designed to establish nationwide rules for college sports, preempt state NIL laws, to provide limited antitrust protections, and to help preserve the non-employment status of athletes.¹⁰⁴ The top-line goals have been consistent: preempt divergent state NIL statutes, obtain limited antitrust safe harbors around eligibility and compensation governance, and forestall athlete employment status. To date, however, none of the multiple versions of this bill has reached the House or Senate floor, and the NCAA’s 2025 push concluded without enactment.¹⁰⁵

Two legislative vehicles illustrate the shape of the debate. The SCORE concept (variously branded across discussion drafts) would grant targeted antitrust protection tied to eligibility rules and explicitly bar employee classification—a red line for many Democrats. By contrast, the SAFE Act framework introduced by Democrats emphasized conference media rights pooling and preemption while avoiding an explicit employee bar.¹⁰⁶ Both Democrats and Republicans endorse federal NIL preemption and some health insurance benefits for former college athletes post-eligibility, but they diverge on antitrust immunity and labor rights. With shifts in partisan control and election-year constraints, passage remains uncertain, but the docket confirms what stakeholders should plan for: preemption and selective safe harbors are the NCAA’s top lobbying asks.¹⁰⁷

¹⁰⁴ SCORE Act, H.R. 4312, 119th Congress (2025), <https://www.congress.gov/bill/119th-congress/house-bill/4312>.

¹⁰⁵ Amanda Christovich, *NCAA Doubled Federal Lobbying Efforts in 2025 in Failed Push for College Sports Bill*, Front Office Sports (Jan. 28, 2026), <https://frontofficesports.com/ncaa-doubled-federal-lobbying-efforts-in-2025-in-failed-push-for-college-sports-bill/>.

¹⁰⁶ SAFE Act, S. 2932, 119th Congress (2025), <https://www.congress.gov/bill/119th-congress/senate-bill/2932>; Press Release, US S. Comm. on Com., Sci., & Transp., Senators Cantwell, Booker & Blumenthal Introduce Student Athlete Fairness & Enforcement (SAFE) Act (Sept. 29, 2025), <https://www.commerce.senate.gov/2025/9/senators-cantwell-booker-blumenthal-introduce-student-athlete-fairness-enforcement-safe-act>.

¹⁰⁷ Eddie Pells, *SCORE vs. SAFE: Two Competing Bills in Congress*, AP News (Oct. 16, 2025), <https://apnews.com/article/ncaa-congress-score-safe-569c9d08d7fb3eabb424c05a75f31b2b>; Steve Berkowitz, *Congress Introduces College Sports Bill Proposing National Rules*, USA Today (June 10, 2025), <https://www.usatoday.com/story/sports/college/2025/06/10/ncaa-congress-college-sports-bill-nil/84129517007/>; Press Release, Rep. Lisa McClain, *College SPORTS Act Introduced* (June 10, 2025), <https://mcclain.house.gov/2025/6/mcclain-by-num-introduce-bipartisan-landmark-nil-legislation-to-protect-and-preserve-college-athletics>.



Parallel bipartisan efforts—such as the College SPORTS Act introduced by Reps. Lisa McClain (R-MI) and Janelle Bynum (D-OR)—seek national NIL standards and expanded athlete protections such as scholarship security, medical coverage, and life skills education without fully resolving employee status.¹⁰⁸ If momentum coalesces anywhere in 2026, it is likely to be around a hybrid bill such as this, which marries national NIL rules and limited due process reforms to a narrow antitrust shield, leaving the employment fight to courts and the National Labor Relations Board (NLRB). But in light of this shifting landscape, universities and conferences should continue to assume regulatory fragmentation in 2026–27 and avoid betting roster or budget strategy on federal preemption.

C. NIL Go, Enforcement Optics, and Policy Backlash

CSC’s NIL Go portal is now a fulcrum of the ecosystem. While public dashboards emphasize approvals and week-1 processing percentages—that is, the share of NIL deal submissions that are processed within one week of filing¹⁰⁹—stakeholders have flagged delays, heightened scrutiny of large football deals, and high-profile rejections, all of which are issues now drawing attention from class counsel positioned to police deviations from the *House Settlement’s* terms.¹¹⁰ Expect pressure for greater transparency around valuation methodologies and faster dispute resolution as unresolved NIL Go reviews increasingly jeopardize season timing. To avoid these snags, athletes, agents, and collectives should build NIL Go ‘lead time’ into offers and maintain detailed activation plans evidencing legitimate business purpose.

D. The Employment Question: Courts, the NLRB, and Program Design

The most consequential uncertainty is whether student-athletes should be classified as employees. In *Johnson v. NCAA*, the Third Circuit rejected categorical amateurism defenses and instructed courts to apply an economic realities test: where athletes perform services primarily for an institution’s benefit, under institutional control, in return for compensation/in kind benefits, employee status may attach.¹¹¹ Post-*House* revenue-sharing makes that analysis more concrete—it makes sense that, if schools can pay players out of an allocated pot of money, the players can be considered employees. On remand, the district court now must apply those factors; however, outcomes could vary across sports and schools.

On the labor front, the NLRB’s most visible test case—alleging that the University of Southern California (USC), its conference (PAC-10), and the NCAA were joint employers of football and basketball players—was withdrawn and dismissed in early 2025, forestalling a

¹⁰⁸ Press Release, *McClain, Bynum Introduce Bipartisan Landmark NIL Legislation to Protect and Preserve College Athletics*, Office of Rep. Lisa McClain (June 2025), <https://mcclain.house.gov/2025/6/mcclain-bynum-introduce-bipartisan-landmark-nil-legislation-to-protect-and-preserve-college-athletics>.

¹⁰⁹ Steptoe, *The College Sports Commission Releases its Inaugural NIL Deal Flow Report*, (Sept. 9, 2025), <https://www.steptoe.com/en/news-publications/the-college-sports-commission-releases-its-inaugural-nil-deal-flow-report.html>.

¹¹⁰ Sahil Goswami, *College Sports Under Fresh Scrutiny Over NIL and Rejected Deals*, Yahoo! Sports (Mar. 5, 2026), <https://sports.yahoo.com/articles/college-sports-under-fresh-scrutiny-163241104.html>.

¹¹¹ *Johnson v. Nat’l Collegiate Athletic Ass’n*, 108 F.4th 163, 180 (3d Cir. 2024).

board ruling on “student athlete” status under the National Labor Relations Act (NLRA).¹¹² Likewise, Dartmouth College was in the process of appealing a decision by an NLRB regional director finding that Dartmouth men’s basketball players were employees of the school that could unionize, before the union aiming to represent those athletes withdrew its bid in early 2025 in “a move likely calculate to avoid unfavorable rulings by [then] President-elect Donald Trump’s appointees to the National Labor Relations Board.”¹¹³ Since then, joint employer doctrine has swung back to the narrower 2020 standard (requiring substantial direct and immediate control) after a district court vacated the 2023 rule and the NLRB formally reverted in February 2026.¹¹⁴ The upshot: while the NLRA pathway to unionization looks less immediate for now, wage and hour litigation (like *Johnson*) remains very much alive. Student athletes, universities, and conferences should expect increased organizing and litigation activity even absent near term NLRA breakthroughs.

E. What to Track in 2026

- **NIL Preemption + Targeted Antitrust Relief.** Any package that couples uniform NIL standards with limited antitrust safe harbors (eligibility, caps, roster limits) would directly affect the CSC’s authority and the NCAA’s litigation posture.
- **Medical and Education Guarantees.** Momentum is strongest around multi-year post-participation medical coverage and degree completion rights—provisions that resonate with Democrats and Republicans alike and align with public messaging.
- **Employment ‘Bright Lines’** Explicit statutory bars on employee status are politically contentious; if included, expect narrow tailoring (*e.g.*, carve outs for certain sports or scholarship types) and immediate legal challenge.

F. Executive Action on College Sports

President Trump has announced he will issue an “all-encompassing” executive order aimed at reshaping college sports—promising to “solve every problem in the room,” while openly acknowledging it will trigger immediate litigation.¹¹⁵ Emerging from his Saving College Sports White House roundtable, the order is expected to target NIL regulation, revenue-sharing models, and the broader economic structure of college athletics, effectively

¹¹² Daniel Libit, *College Players Group Drops NLRB Charge Against USC, NCAA and Pac-12*, Yahoo! Sports (Jan. 10, 2025), <https://sports.yahoo.com/college-players-group-drops-nlr-193842761.html>.

¹¹³ Daniel Wiessner, *Dartmouth basketball union bid withdrawn ahead of Trump’s second term*, Reuters (Dec. 31, 2024), <https://www.reuters.com/legal/litigation/dartmouth-basketball-union-bid-withdrawn-ahead-trumps-second-term-2024-12-31/>.

¹¹⁴ Ryan Golden, *NLRB reverts to joint employer rule it crafted in Trump’s first term*, Yahoo! News, (Feb. 26, 2026 at 11:22AM ET), <https://www.yahoo.com/news/articles/nlr-162200953.html>.

¹¹⁵ Heather Dinich, *Trump plans executive order to address college sports issues*, ESPN (Mar. 6, 2026 at 8:20 PM ET), https://www.espn.com/college-sports/story/_/id/48126931/donald-trump-plans-executive-order-solve-every-problem-raised-college-sports-panel

serving as a federal intervention while Congress continues to stall on legislation like the SCORE Act.¹¹⁶

G. Where the Field Is Headed

A year into *House*, the governance of college sports has not consolidated but instead has splintered: federal courts, the CSC, and (periodically) state judges and legislature all shape outcomes, with a divided Congress hovering as the only actor capable of reconciling preemption, antitrust, and employment in a single instrument. In the near term, expect (1) more eligibility litigation at state-court speed, (2) harder NIL Go questions on fair-market value for teamwide apparel-adjacent deals, (3) a diverse range of state legislation aimed at addressing these issues, and (4) incremental bills that standardize NIL while punting on employment. The institutions that adapt best will be those that treat compliance, litigation preparedness, and Washington engagement proactively, and as integrated, year-round functions rather than episodic reactions.

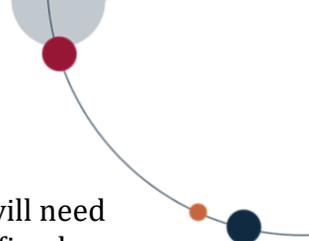
VIII. Conclusion

College athletics now stands at a defining inflection point. The era ushered in by the *House* Settlement has created economic opportunity on a scale once unimaginable within the NCAA's amateurism model. Yet with that opportunity comes heightened legal exposure, overlapping regulatory regimes, and a rapidly expanding set of risks that institutions, conferences, and stakeholders must manage with sophistication and foresight. NIL compensation is no longer a peripheral issue—it is a core driver of recruiting, roster composition, institutional spending, and competitive equity. Transfer mobility, once championed as a tool for athlete empowerment, now interacts with multi-year compensation agreements in ways that raise novel contractual and antitrust concerns. Eligibility decisions, historically administrative in nature, increasingly hinge on judicial intervention and emergency injunctions—and can have significant financial implications for athletes. And as wagering products multiply, the exposure of student-athletes to harassment, corruption, and predatory conduct demands proactive institutional countermeasures.

Meanwhile, the federal regulatory landscape remains unsettled. Congress continues to debate whether and how to preempt state NIL laws, provide limited antitrust protection, or define the bounds of employee status for college athletes. The NCAA's aggressive lobbying strategy reflects genuine existential concern: without statutory clarity, the association must navigate contradictory state requirements, uneven enforcement expectations, and litigation risks that threaten to fracture governance authority. Courts and administrative agencies, likewise, are positioned to shape the future dramatically, particularly as wage-and-hour and joint-employer theories gain traction.

As these forces converge, however, a unifying theme emerges: stability will require adaptation. Institutions that invest proactively in compliance infrastructure, NIL governance, contractual discipline, and legal risk management will be best positioned to

¹¹⁶ *Id.*



compete and to weather the policy changes ahead. More broadly, college athletics will need a coordinated national framework—whether legislative, regulatory, or judicially defined—to reconcile the competing pressures of athlete rights, institutional interests, and competitive integrity.

Until such clarity arrives, the industry must recognize that the modern college sports environment is no longer an amateur model with professional pressures at the margins—it is a hybrid system undergoing structural reconstruction in real time. Navigating this system successfully will demand strategic planning, legal precision, and a willingness to evolve alongside the rapidly shifting contours of the collegiate athletics landscape.

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